

Questions & Answers for Food Service RFP

As of April 14, 2023

1. I was reviewing the RFP, I wanted to submit a question for clarification from the County:

In the "Equipment" section on page 18 of the RFP, it states that the Contractor shall be responsible for "periodic replacements for broken or damaged items, and total replacement when they wear out." What specific items would the Contractor be responsible to replace? Items like mixers, trays, pans utensils, tools, pots, racks and portable coolers/cambro's, for example. Final details would be decided at the time of a written contract.

2. Is the County interested in vendors submitting a staff dining option? If so, are there any specifications we should adhere to? *BCSO would consider staff dining option but is not a required part of the RFP.*
3. Are staff paying for the staff meals or is the County subsidizing them? *The staff would be responsible for their own meals.*
4. The mealtimes schedule provided in the RFP does not line up with the current practice. Can the County please confirm the exact mealtime windows the vendor should follow? *Please follow the guidelines in the RFP. Final details would be decided at the time of a written contract.*
5. Current menu(s) provide a hot breakfast, hot lunch, and cold dinner – Does the county want to continue with this meal pattern? *BCSO would consider other options presented during the RFP process, however, final details would be decided at the time of a written contract.*
6. Current main menu provides a milk alternate – Does the county want to continue with this in place of fluid milk? *BCSO would consider other options presented during the RFP process, however, final details would be decided at the time of a written contract.*
7. Coffee is not provided at lunch currently – Does the county want to continue with this? *BCSO would consider other options presented during the RFP process, however, final details would be decided at the time of a written contract.*
8. Milk (or milk alternate) is not provided at dinner currently – Does the county want to continue with this? *BCSO would consider other options presented during the RFP process, however, final details would be decided at the time of a written contract.*
9. Is a beverage packet acceptable to be provided as the beverage at breakfast, lunch, and dinner? *Unable to answer this question as we are not familiar with a "beverage packet. BCSO would consider other options presented during the RFP process, however, final details would be decided at the time of a written contract.*
10. Please confirm mechanically separated chicken is an acceptable protein for use on the menu (i.e. in mixed dishes and casseroles). *If would be acceptable if it is approved by the dietician.*

11. Are the sample menus provided (Main Cycle & Religious/Common Fare) required to be bid as a minimum spec? **Please provide separate pricing for those type of meals.**
12. Will alternate menu(s) be accepted? **BCSO would consider other options presented during the RFP process, however, final details would be decided at the time of a written contract.**
13. Currently 1 cycle menu is in place annually, seasonal menus (2 per year) are not in place – does the county want to continue with 1 cycle menu annually? **BCSO would consider other options presented during the RFP process, however, final details would be decided at the time of a written contract.**
14. In order to provide staff dining options can you please share how many staff work at each of the facilities?
 - a. Main Jail on Hanover Street – **Day shift = 30; Night Shift = 20**
 - b. Resolutions on Second Street – **4**
 - c. Court Street – **4**
15. Do your staff receive a lunch break? **No.** How long is it? **N/A**
16. Do you have any desired solution(s) for staff meals or would you prefer the vendor provide options? **BCSO would consider other options presented during the RFP process, however, final details would be decided at the time of a written contract.**
17. For payment in staff dining would the vendor be able to utilize your network for credit card payments? If yes, is it Secure WIFI, hardwired or both? **The County network cannot be used for this purpose.**
18. We would respectfully request an extension of the due date to allow us proper time to process responses to all vendor questions and prepare a competitive proposal. **The due date will not be extended.**
19. Please provide a copy of the current cycle menus in place for inmates. **Current cycle is 5-weeks but cannot provide copy of menu as it is property of Current vendor.** Is a set cold meal program acceptable? NOTE: if menus vary per location, please provide each menu. **Maximum is one cold meal a day.**
20. What is the calorie level of the current inmate menu? **2900 daily average**
21. For the Resolutions and Court Street locations:
 - a. Inmate count **Resolutions = 240 Court Street = 150**
 - b. Are trays delivered or bulk foods? **Trays**
 - c. Do you require the delivery staff to remain throughout the meal? **Yes**
 - d. Are inmate workers used to offload meals/foods and run a tray line? **Yes**
 - e. Do inmate workers wash the trays at each location after the meal or are they picked up at the next delivery and washed at the main kitchen? **Trays are washed after each meal in each location.**
 - f. What are the required delivery times? **Times are noted in the RFP.**

- g. Is all equipment operational? **Yes**
- h. Are beverages served in bulk or packets for all meals? **Packets**
22. Is the Staff Dining area or Staff Meal program operating? If so, please provide a copy of the current staff menu options with pricing, as well as operating hours each day. If there are catering functions provided in this room, please explain types and costs. **No**
23. Do you allow the use of Soy in recipes on the menu? **Only for kosher meals and Friday meals during Lent.**
24. What is the current procedure for staff meal ordering, payment, etc.? **Not available.**
25. Please verify the current ADP at each of the facilities. Are there plans for any facility expansions during the next 5 years? **No.** Please describe if so. **Hanover = 780; Court Street = 45; Resolutions = 0**
26. What time does the kitchen open and close each day? **The vendor arrives at 3:00 a.m. and leaves at 2:00 p.m.**
27. Are any Juveniles being housed at the facility? **Currently only one.** If so please detail how many and what menu adjustments are made to feed them. **Add milk to regular meal.**
28. How many Holiday / Spirit Lifter meals are being provided now each year and how many will the Agency require under the contract? **Five (5)**
29. How many box/sack lunches are required daily? **Approximately 15.** Please provide the current box/sack lunch menu. Are there any special menu requirements for any work details? **Current sack menu = two sandwiches, dessert, chips, carton drink and fruit.**
30. Is there currently a program in place that provides the ability for inmates to order fresh foods from the kitchen and pay for those foods with their commissary account? If so please provide information on this program for the following: **Current Vendor exclusively handles this program. Sales information is not readily available to BCSO.**
- A. Approved menus and prices. **Current Vendor exclusively handles this program.**
 - B. Service schedules (when inmates order-when they are delivered). **Current Vendor exclusively handles this program.**
 - C. Who delivers the completed orders? **Current Vendor**
 - D. What was the sales volume in dollars over the past 12 months for inmates as well as off-site orders? **\$166,000 in house purchases; \$234,000 off-site**
 - E. What is the current commission rate? **30%**
 - F. What was the annual dollar commissions realized over the past 12 months? **\$120,000**
 - G. Are there any restrictions or limits for purchases? **Three entrees**
 - H. Does the program allow for family and friends to also order items on the menu via phone or internet? If not is this something the facility would approve of? **Yes**
 - I. How many inmates on average are eligible to participate in this program on any given week? **Approximately 500 inmates**

31. Regarding Inmate workers:

- A. How many inmate workers are provided in each of the 3 operations currently?
Approximately 16 but BCSO won't guarantee that number.
- B. What are the shift times they work? **3:00 a.m. to 2 p.m.**
- C. What tasks are they permitted to perform such as cooking, operating equipment, etc.?
Cooking, cleaning, sanitation
- D. Are they paid and if so by whom and how much? **Paid by BCSO**
- E. Do they receive double portions and can the contractor bill for double portions? **They can receive double portions but cannot bill BCSO.**

32. Are there officers assigned to the kitchen? If so is this always when the kitchen is open and operating? **No**

33. How many current food service employees are working in the operation? Does the administration feel the current level of supervision is satisfactory? Please provide the current staff positions, work schedules, etc. **Current staffing is 9 but ideal is 12 to 15 staff. The schedule is the vendor's responsibility.**

34. Please provide a list of catering events the vendor may be expected to provide during the normal year. Additionally, please provide information regarding any billing/payment for these events. **Catering event for Grand Jury four (4) times a year. BCSO is not charged for these events.**

35. Are there any restrictions for deliveries of foods and supplies to the dock by your vendors? **No.** What are the approved hours for product and supply deliveries to the facility? **7 a.m. to 11:00 a.m. and 12:00 p.m. to 3:00 p.m.**

36. How many inmates are on special diets and what types of diets are they on? Are there any unusual requirements the vendor needs to be aware of for billing purposes (snacks, nutritional supplements, kosher diets, etc.) **The number of inmates on special diets varies. The different types of diets for example include: kosher, medical diets, liquid diets, vegan, vegetarian, diabetic, high caloric. The current vendor adapts to the needs of the inmates.**

37. If you require the routine use of disposable service wares (Styrofoam, etc.) please indicate where these are needed and the number of those instances on average per day. **Yes – approximately 10 utilized per meal.**

38. Will the Agency provide the Contractor with phone and internet service in the kitchen? **Yes** Or will these be the responsibility of the Contractor?

39. Do you ever require the use of Nutri-loaf as a disciplinary diet? If so, how many on average? **Yes at 10 a.m. meal.**

40. Who owns the transport equipment used for the off-site feeding? **Vendor**

41. Are inmates issued their own reusable cup and spork at booking? **Yes.** If so what size cup? **8 oz.**
tumbler

42. Is there any capital equipment currently budgeted for at any of the locations? **No**

Resolution No. 17-06-02091**Resolved By the Board of County Commissioners of Butler County, Ohio, That**

WHEREAS, by Resolution No. 17-04-01586 adopted April 24, 2017, Contract No. 17-04-007 for food service in the Butler County Correctional Facility was awarded to Aramark Correctional Services, 1101 Market Street, Philadelphia, PA 19107, on a sliding scale charge for the price of inmate meals based on the number of meals served.

NOW, THEREFORE, BE IT RESOLVED that the Board of Butler County Commissioners does hereby approve and shall execute the aforesaid Contract No. 17-04-007, which is attached hereto and made a part hereof, with Aramark Correctional Services.

OPERATING AGREEMENT - FOOD SERVICE

This **OPERATING AGREEMENT** (the "Agreement") is made as of May 5, 2017 (the "Effective Date") by and between the **Butler County Board of Commissioners**, with offices at Butler County Government Services Center, 315 High Street, 6th floor, Hamilton, Ohio 45011 (the "County"), and **Aramark Correctional Services, LLC.**, having its principal place of business at 1101 Market Street, Philadelphia, PA 19107 ("Aramark").

WITNESSETH:

1. **SCOPE OF SERVICE:** The County hereby employs Aramark and awards it the right to provide food service (excluding vending machine operation and commissary) for the County's inmates, staff and visitors at the Butler County Jails located at 705 Hanover Street, Hamilton, Ohio as well as such other Facilities as the County may commence operating during the term of this Agreement (collectively, the "Facility"). Aramark's compensation for its services shall be that set forth in Attachment A which is attached hereto and made a part hereof as the same may be altered as further provided herein from time to time. Aramark hereby agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors in accordance with this Agreement. The food service shall meet all standards as currently established and as may be established or amended from time to time hereafter by:

- A. The American Correctional Association.
- B. The Food and Nutritional Board of the National Academy Science as prescribed for inmates.
- C. The State of Ohio.
- D. Any other federal, state and local standards as the Facility must satisfy including, without limitation, the United States of America, and other state governments as a result of housing incarcerating such jurisdiction's inmates within the Facility.

2. OPERATIONAL RESPONSIBILITIES:

A. **Facilities and Equipment:** All meals shall be prepared at the Facility. The County shall, at its expense, provide Aramark with adequate County-owned preparation kitchen, office and storage facilities for the Facility at the Hanover Street location, complete with equipment that is ready to operate, together with such heat, refrigeration and utility services (including local telephone service) as may be reasonably required for the efficient performance of the Agreement. Aramark warrants and represents to the County that it has inspected the Hanover Street location's kitchen and associated amenities before the commencement of this Agreement and found them to be equipped with an adequate preparation kitchen, office and storage space for the Facility as well as equipped with sufficient ready to operate equipment to provide the service contemplated by this Agreement. Aramark shall be responsible for the cost of long distance telephone service.

The County shall initially furnish to Aramark its on-hand inventory of service ware, thermal trays, delivery equipment, pots, pans, beverage containers and utensils at the Facility ("on-hand County inventory"). After being provided the on-hand County inventory, Aramark may utilize that inventory in the performance of this Agreement and it will, from time to time, replenish its stocks of such inventory in sufficient quantity to maintain the requisite level of service called for by this Agreement, all at Aramark's expense. Upon the conclusion of this Agreement, the existing inventory then on-hand shall become County property.

The County shall furnish building maintenance services for the Facility and shall provide, maintain, repair, and replace the County-owned equipment as the need may arise from time to time. Should the County fail to provide the equipment, repair, maintenance and replacement services or supplies described in this Section, after notice from Aramark to do so, Aramark may, in its discretion and at its option, if the County fails or refuses to take appropriate action within thirty (30) days after being provided notice from Aramark, reduce the level of service it provides to the level permitted by the conditions and equipment available and provide the County with notice of its intention to terminate this Agreement.

Aramark agrees to conduct an inventory accounting of all expendable supplies, kitchen wares, utensils, knives, delivery trays or any other items at such time and frequency as determined by the Sheriff. The form of such report shall be agreed upon between Aramark and the Sheriff or his designee.

Aramark has examined the Facility in order to determine whether the County possesses sufficient equipment and facilities to permit Aramark to commence its duties under this Agreement and meet the obligations of this Agreement. Based on that examination Aramark has concluded that it is safe to begin work at the Facility. The County has made no representation or warranty to Aramark of the fitness of the facility for Aramark's intended use.

B. Contingency Plan: Aramark shall submit to the Sheriff its contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined) within 60 days after the commencement of operations. The Sheriff shall enjoy the right either to accept the plan as submitted or to propose revisions to it. In no case shall the contingency emergency plan take effect until it is approved by both the Sheriff and Aramark. In the event of a Force Majeure, the County shall assist Aramark by permitting reasonable variations in Aramark's menu cycle and service methods for so long as Aramark is reasonably unable to overcome such event. However, Aramark shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Provided the County Commissioners, the Sheriff, and Aramark agree in advance that additional costs for providing service hereunder are necessary due to the event of Force Majeure and the reasonable amount of additional costs, the same shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, act of terrorism, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

C. Meal Delivery and Inventory: Average daily population is expected to be approximately 800 inmates at the Hanover Street and 150 inmates at the Resolutions jail located at 443 S. Second Street, Hamilton, Ohio. However, the County makes no representation or warranty to Aramark that these numbers shall be maintained as other locations may be opened at a later date. Indeed they may increase or be reduced due to circumstance which cannot now be foreseen. Consequently, meal service for the Resolutions jail (and perhaps other sites placed in service during the term of this Agreement) must be prepared off-site by Aramark. To the extent this is necessary, prepared meals must be delivered by Aramark in an Aramark owned or leased and insured vehicle (not marked as a County Sheriff's Department vehicle) to the Resolutions jail location and such other facilities as the County may commence to operate during the term of this Agreement, such transportation being at no additional expense to the County. With respect to meals to be served at the Resolutions jail location (and also such other locations as the County may provide from time to time during the term of this Agreement which do not have kitchen facilities), Aramark personnel shall receive meals at the Hanover Street kitchen and transport them to the location where consumption is to occur. Following distribution and collection of the meal serving equipment, Aramark shall return all trays and delivery equipment to the Hanover Street kitchen, in a timely manner, so that they may be washed and readied for re-use.

Aramark shall be responsible for purchasing and receiving all food necessary for preparation of each meal in sufficient quantity to meet the need of inmates, staff and visitors during the term of this Agreement. Aramark must maintain at a minimum a fifteen-day supply of food stuffs on hand. All inventories shall be rotated regularly and Aramark shall ensure that food items are not served after the manufacturer's expiration date. Aramark must absorb the cost of spoilage, damage, compromised packaging, obsolescence and theft of food items. Aramark must coordinate and comply with Facility security during delivery of food items or supplies.

Meals shall be portioned on insulated trays in the kitchen and placed on a cart in a staging area. Inmate workers will deliver the carts with stacked trays to the housing units. If the pre-plating is done by inmate workers, it shall be under the constant direct supervision of Aramark staff.

Aramark shall provide three full, nutritionally balanced meals each day at the regularly scheduled times listed below. Aramark will be required to operate a kosher kitchen.

	<u>START</u>		<u>END (NO LATER THAN)</u>
BREAKFAST	5:00 AM	TO	6:00 AM
LUNCH	11:00 AM	TO	12:00 PM
DINNER	5:00 PM	TO	6:00 PM

Meals for inmates returning late from court or late "book-ins" will be provided until 2:00 pm for lunch or 8:00 pm for dinner or may be provided a boxed meal. These times may be changed at the discretion of the County Jail Administration.

Aramark shall provide box lunches as needed. Box lunches can be ordered for inmates that cannot eat during regular meal times any time the kitchen is open. Box lunches will consist of, at minimum, two (2) sandwiches with a total of three (3) ounces of meat, cheese or peanut butter equivalent; one (1) fresh fruit; one (1) dessert and one (1) snack item; and a carton beverage. Aramark shall vary box lunch items to avoid repetition. Aramark shall submit a sample one week box lunch menu. Box lunches for the outside inmate workers may be an enhanced box lunch with substantially additional food, essentially twice the nutritional content of the standard box lunch that can be billed at twice the standard price per meal.

D. Food Products and Cleaning Supplies: Aramark shall select, purchase and provide all food products and kitchen cleaning supplies. Such purchased products and supplies purchased for use in the food service operation shall be the property of Aramark. The County shall be responsible for providing maintenance supplies and for maintaining kitchen appliances and equipment at the County's expense.

Aramark shall select and purchase all food products to be served at the Facility from USDA inspected plants that are approved as strictly complying with food safety standards, including, but not limited to, the food safety standards with which the Sheriff must comply. The following are minimum specifications for raw food, higher but not lower grades can be purchased.

1. Beef, veal and lamb shall be of at least USDA Choice.
2. Ground beef, utility or better, not to exceed 25% fat.
3. Pork shall be of at least USDA Grade A
4. Poultry shall be at least of USDA Grade A
5. Canned fruits and vegetable shall be of at least USDA Grade C
6. Frozen Fruits and vegetables shall be of at least USDA Grade B
7. Fresh produce shall be of at least USDA No.2
8. Dairy products shall be of at least USDA Grade A
9. Eggs shall be at least USDA Grade A Medium
10. Frozen fish and seafood must be a nationally distributed brand, packed continuous government inspection. USDA Grade A.
11. Juice will be 100% fruit juice.

All food products purchased shall have a manufacturer's and distributor's assurance of freshness and safe handling. Once delivered to Aramark such food products shall have Aramark's assurance of freshness and safe handling. The foregoing assurances shall run to and benefit the County as well as Aramark. Food products are identified, selected, reviewed and approved by Aramark's registered dietitians to ensure that the food products meet the Sheriff's acceptability and nutritional standards. Aramark warrants and represents to the County that the food products its dietitians identify, select, review and approve will meet the Sheriff's acceptability and nutritional standards as well as the nutritional standards of the entities identified in Section 1 of this Agreement both as the same are currently constituted as well as those standards may hereafter be established or amended from time to time, as it is the intention

of Aramark and the County continuously and without interruption to provide and maintain a meal service program which satisfies all applicable nutritional and legal requirements applicable to the Facility. Aramark warrants and represents to the County it will not use, mix, prepare, or serve foodstuffs which bear a "serve by or best if used by" or any similar freshness expiration warning or an actual usage date after the expiration date so stated. Should it be discovered, determined, agreed, or adjudicated that Aramark has failed to meet the standard set forth herein, Aramark shall immediately (no more the 14 days) undertake such programmatic changes as are necessary to achieve compliance at no cost to the County.

All meals shall meet current recommended dietary allowance or recommended daily intake (RDI) requirements. Meals shall provide an average of 2900 calories a day. Food will be served fresh, in reasonable variety and at appropriate temperatures. All condiments for meals shall be provided in packets. Food that has been once served an inmate tray shall be discarded if uneaten.

E. Portion Size Requirements: Aramark shall provide a breakdown of the type or portions expected daily such as: "meat group-at least two servings; vegetables and fruit group-at least four servings; bread and cereals-at least four servings; dairy-at least cups," to be submitted with bid. All entrée portions listed on the menu that are purchased fully cooked, within the manufacturer's tolerance specifications, are based on weight measurements prior to reheating. Casserole portions and entrée portions made from scratch are based upon weight measurements after the food has been cooked according to standardized recipes. Whatever the portion size, Aramark warrants and represents to the County that each Facility inmate will receive from the three meals per day served by Aramark at least 2900 calories or such greater caloric standard as the Sheriff or Facility shall, by law or contract, be required to meet, including as the same may be amended, from time to time during the term of this Agreement.

F. Menu: The initial Facility menu shall be reviewed and approved by the County before it is served. Thereafter, the menu served at the Facility shall be as approved by the County but may be modified by mutual agreement of the parties. In any case Aramark shall not be obliged to serve three meals in any day which provide less than the minimum caloric requirements set forth above.

The menu cycle will be five (5) weeks minimum and will be submitted for County approval at least thirty days in advance. Aramark shall submit as part of its proposal, two menu cycles, one for winter and one for summer. The Sheriff or his designee reserve the right to request that the order of the menu be rearranged and/or that like or similar items be substituted if the need should arise.

G. Sanitation: Aramark shall be responsible for daily cleaning, mopping, housekeeping and degreasing in the food preparation, service, receiving and storage areas on a continuing basis. Aramark warrants and represents to the County that it will maintain the highest standards of sanitation and it will degrease areas in which it is responsible for food preparation and handling in order to remove hazardous conditions conducive to slip and fall accidents.

Aramark shall daily dispose of its garbage in the County's garbage container of all meal preparation refuse, packaging and served but unconsumed food unless doing so increases the County's collection expense, in which case Aramark shall provide its own waste removal container. Aramark shall properly dispose of grease and foodstuffs so that they do not disrupt or clog Facility plumbing. Aramark shall also perform regular and routine cleaning of the kitchen area including all equipment and fixtures therein sufficient to continuously maintain such area, equipment, and fixtures in a clean, sanitary condition as specified by the County Health Department, Minimum s for Jails in Ohio- Full Service Facility, and other applicable Federal, State and Local laws.

The County shall provide janitorial services outside the kitchen facilities provided to Aramark. The County shall clean the vents and ductwork leading to the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food service area.

H. Personnel: Aramark will provide a start-up team at the Facility for the two (2) weeks to ensure a smooth transition. Thereafter, Aramark shall provide sufficient staff to supervise all inmates assigned to the food service operations while Aramark employees are performing food preparation, distribution and staging of trays, receiving and storing food stuffs, loading meals for delivery, and during post-meal cleanup.

Both Aramark and the Sheriff shall designate a person regularly stationed at the Facility to oversee and coordinate contract performance as well as address problems, issues, and disputes.

Aramark and all its employees, agents, vendors and independent contractors who will enter any Facility under any circumstances must attend such orientation classes and receive such training as is mandated by the Sheriff and the State of Ohio both before performance begins and as may be required by the Sheriff from time to time during performance. Such training will be provided by the County, but Aramark shall be responsible for compensating its staff for the time required to attend orientation and training. The Sheriff reserves the right to refuse to provide any person who has not attended and successfully completed orientation and training with any necessary security passes, pass codes, or other security measures which a Facility may require.

Aramark is responsible for control of keys obtained from the Sheriff and the security of those areas for which one or more keys are provided. Aramark shall be responsible for immediately reporting all the facts relating to any loss or disappearance of keys or losses incurred as a result of break-ins to those areas. No keys to any part of the facility may be duplicated; all keys will be provided by the Sheriff and will be recorded and signed for. Similarly, Aramark agrees that all knives and kitchen utensils shall be counted and placed in locked storage for safe keeping in accordance with policy and procedures provided to Aramark by the Sheriff.

The County shall attempt to provide sufficient inmate labor for meal delivery, sanitation and such other activities as the County and Aramark determine can be appropriately handled by inmate labor. However, should inmate labor not be available, Aramark shall provide sufficient employees for delivery of agreed services. Inmates may misbehave or refuse to perform as instructed. When this occurs, Aramark shall be responsible for documenting and notifying Sheriff's security personnel of inmate misbehavior while working in the food service section of the Facility. The Sheriff's personnel will be responsible for taking necessary disciplinary action, where appropriate. Aramark shall have the right to insist the Sheriff remove an inmate from assignment to food service after articulating the reason for doing so.

Aramark shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The County shall provide inmates for Aramark's assistance at each Facility kitchen. While Aramark can request a specific number of inmate workers be provided, the actual number of inmates provided shall be determined by the Sheriff after consultation with Aramark's district manager, a consultation which shall occur both prior to the commencement of operations and from time to time during the term of this Agreement. In determining how many inmates may be assigned to food preparation activity, the Sheriff shall be entitled to take into consideration concerns for institutional safety and security, inmate availability, and scheduling demands. Once the Sheriff authorizes one or more inmate(s) to undertake food service duty with Aramark, each day when such assigned inmate(s) report for duty with Aramark by becoming involved in the preparatory stages of meal preparation (commencing, for example, with their washing of their hands and continuing until completion of the sanitation phase of the meal preparation process by the putting away of sanitation equipment), such inmates shall take their instruction from and be under the direction and control of Aramark's staff alone. Aramark shall provide inmates engaged in its food preparation activity under its direction and control with appropriate hygienic hair nets, gloves, and other food preparation garb at its expense. The County and Sheriff shall not instruct inmates with respect to Aramark's food preparation activities, and inmates shall remain under the direction and control of Aramark in connection not only with respect to meal preparation but also to Aramark assigned duties in sanitation, food preparation and production, and storeroom functions.

The County agrees not to hire Aramark employees into unclassified food service-related position with the County while this Agreement remains in effect. No such no-hire agreement exists with respect to classified County positions.

Aramark shall provide the Sheriff with a complete roster and sufficient identifying information concerning its initial employees at the Facility fourteen (14) days before an Aramark employee desires to enter secure areas of the Facility with the understanding such information shall be used to conduct a background and security check. Thereafter, and on the same time frame, Aramark shall provide the Sheriff with the names and sufficient identifying information respecting any newly hired employee who is to work at the Facility to enable the Sheriff to conduct a background and security check. The County retains the right to thoroughly investigate and reinvestigate all current or prospective employees assigned to the Facility,

subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended in order to ascertain whether such employee(s) may lawfully be employed with the Facility. The Sheriff reserves the right to charge \$55.00 per person for background checks. Eligibility for employment with Aramark under this Agreement at a Facility includes the proposed employee's satisfaction of the Sheriff's policies procedures and post orders. The County retains the right to initially determine and periodically review each Aramark employee's security status at the Facility. The County retains the right to make and alter its decisions on each Aramark employee's security status at the Facility. A violation of Facility rules is grounds to revoke an employee's security status at the Facility.

Aramark shall instruct all its employees, agents, suppliers, and subcontractors that all rules and regulations, policies, and procedures established by the Butler County Sheriff's Office shall be adhered to. In addition:

1. Aramark shall prohibit its employees, agents, suppliers, and subcontractors from personal use of telephone or office equipment provided for official County business.
2. All Aramark employees, agents, suppliers, and subcontractors shall be required to wear identification badges issued by the Sheriff's Office.
3. All Aramark employees, agents, suppliers, and subcontractors shall be required to comply with Butler County and State of Ohio rules and regulations concerning food service.
4. No food, supplies, materials, or equipment provided, acquired, or utilized in the performance of this Agreement shall be removed from the corrections facility for personal use or used in any manner not provided herein.
5. Aramark employees, agents, suppliers, and subcontractors shall not fraternize with inmates. (This will be in Policy & Procedures which employees will be required to follow.)

The County shall provide reasonable and adequate physical security at all times for Aramark employees, suppliers, management and other authorized visitors. Unless adequate physical security is specifically defined and agreed upon in advance by and between the Sheriff and Aramark (including the allocation of any special costs to be incurred for extra security), the Sheriff shall afford the portion of the Facility used and occupied by Aramark with the same level of staffing and security as it provides generally to similar portions of the Facility. Neither the Sheriff nor the County warrants or represents to Aramark or its employees, management or staff, their agents, or Aramark's suppliers or subcontractors that the Facility is free from the inherent danger of working within an environment where persons have lost their liberty due to their inability to comply with the laws governing a civilized society. The Sheriff will take such reasonable security measures as Aramark proposes provided the same are within the Facility's manpower and budgetary constraints. The County accepts no responsibility for Aramark employees, manager or staff or their agents or contracts who venture into areas of the Facility which their work does not require them to enter. While within the Facility, Aramark employees will observe all safety and security measures imposed by law and by the Sheriff or his designee.

I. Equal Employment Opportunity: Aramark and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, Aramark agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without discrimination based, in whole or in part, on the criteria listed above.

J. Health Examinations: Aramark shall cause its employees assigned to duty at the Facility to submit to periodic health examinations as required by law, and to submit satisfactory evidence of compliance with all health regulations to the County upon written request. Aramark shall require its employees to receive a pre-employment medical exam to determine that the employee is free from an "acute or chronic inflammatory condition of the respiratory system, communicable disease and/or an acute or chronic intestinal infection". Aramark shall keep a doctor's note in the office clearing the employee from these illnesses stating that the employee is fit to work in food service. Aramark warrants and represents to the County that it will at all times employ at the Facility only healthy and qualified employees who are trained and fit for the duties assigned them. The Sheriff reserves the right to exclude from the Facility any employee who suffers from open wounds, or any infectious, contagious or communicable disease. Similarly, the Sheriff reserves the right to exclude from the Facility Aramark employees whose health might be impacted by a medical condition existent within the Facility.

Aramark agrees to allow unscheduled visits by the Sheriff or his designee, by the Butler County Board of Health Correctional inspectors, and by any other inspecting agency whose purpose is to ensure that all employees in the food service area are free from disease or open wounds and that the food service area complies with all requirements for sanitation, food storage, and the control of vermin.

K. Insurance: Aramark shall provide and maintain the following insurance coverages all of which shall name the County as an additional insured:

Worker's Compensation insurance as required by Ohio law.

Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; bodily injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence. Aramark may satisfy these requirements through a combination of primary and excess coverage.

The County and Aramark waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to,

losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

. Any insurance coverage (additional insured or otherwise) that Aramark provides for the County, its officers, employees, agents and servants shall only cover liability assumed by Aramark in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents and servants.

Aramark agrees that its acts or omissions during the course and scope of this Agreement which proximately cause injury to a County employee, which employee injury thereafter results in the County incurring worker's compensation liability to such injured employee shall result in Aramark reimbursing the County for the amounts of such payments.

L. Hazardous Substances; Pre-Existing Conditions: Aramark warrants and represents to the County that it will not introduce into the Facility or the surrounding premises any Hazardous Substance as defined herein. Consequently, Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at the Facility or the surrounding premises. Aramark and the County will conduct their own operations so that they comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances at the Facility. The County will inform Aramark of and upon its discovery of such Hazardous Substances and acknowledges and agrees that Aramark employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Aramark has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. In no case will any Aramark employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the County. Aramark employees will report to the Sheriff or his designee any observance of unhealthful or hazardous conditions at the Facility as well as Hazardous Substances at the Facility. Aramark employees will report to the Sheriff any unhealthful mold, fungi, mildew, indoor air quality or any similar conditions discovered at the Facility.

Aramark has toured the Facility in order to determine whether it is safe to commence work and has concluded based on that tour that it is safe to begin work at the Facility. The County has made no representation or warranty to Aramark of the fitness of the facility for Aramark's intended use of it. Aramark will not be responsible for any conditions that existed in, on, or upon the Facility before the commencement date of this Agreement ("Pre-Existing

Conditions”), including, and without limitation, environmental impairments, and other conditions. Notwithstanding the general indemnity provision contained above in Section K, shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facility or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facility, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of Aramark, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

M. Damages: Both the County’s and Aramark’s liability hereunder shall not under any circumstances exceed the greater of (a) two (2) percent of the net revenue received by Aramark or owed by the County pursuant to this Agreement during the twelve (12) months prior to the applicable claim or (b) the actual proceeds of insurance (not to exceed the maximum limits of insurance required by Section 2.K.), less any applicable deductible. In no event will either party be liable to the other party for any loss of business, loss of anticipated profit, business interruption, consequential, special, indirect or punitive damages.

Aramark shall have no right to recover anticipated lost profit in the event one or more Facility locations are closed before the term of this Agreement expires or this Agreement is terminated for any reason in whole or in part.

N. Compliance With Laws: Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. This Agreement and its performance as well as any litigation or alternative dispute resolution procedures arising directly or indirectly from the existence or performance or nonperformance of this Agreement shall be governed by the laws of the State of Ohio and shall be heard and decided by a state or federal court with territorial jurisdiction over Butler County, Ohio.

O. License, Fees, Permits, And Taxes: Aramark shall secure and pay for all federal, state and local licenses, permits and fees required for the food service operation. The County is exempt from all sales, transportation and excise taxes, except for State of Ohio gasoline tax. Aramark’s prices shall be exclusive of all such taxes and the County agrees to exempt Aramark and its performance of this Agreement from taxation only to the extent permitted by Ohio law. Beyond that, to the extent, for example, taxes such as individual or corporate state or municipal income taxes are assessed by virtue of the performance of this Agreement, such taxes shall be Aramark’s or its employee’s financial responsibility, and not that of the County.

P. Indemnity: Aramark shall indemnify, defend, and hold the County, Sheriff, and his staff harmless from and against any and all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or

other tortuous acts caused or contributed to by Aramark or by anyone acting under Aramark's direction or control or in its behalf in the course of its performance under this Agreement, provided however that Aramark's aforesaid indemnity and hold harmless obligation shall not be applicable, and the County shall remain subject to any and all liability for its negligence reckless or intentional acts independent of Aramark.

3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:

A. Meal Service and Prices: Aramark shall provide meals to the County's inmates, staff and visitors at the per meal prices set forth in Attachment A. The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on May 4, 2018. Aramark is responsible for any inflation of cost increase in materials, food, or labor that may occur during the term of this Agreement. Aramark will provide, at no additional cost, meals for all religious, vegetarian, and medical requests from the administrative or religious authority. The contents of such medical, religious and vegetarian meals shall be reviewed for approval by a dietician, and, when requested by the County, the County Jail Program Director and County medical staff, to ensure their proper nutritional balance. If required by the Health Insurance Portability and Accountability Act (HIPAA) due to the disclosure of confidential medical information of inmate, Aramark agrees to enter into a Business Associate Agreement with the County so that it can be lawfully afforded necessary access to confidential medical records of Facilities inmates. Special holiday meals shall be served on Thanksgiving, Christmas, Easter, New Years and one special holiday meal to be scheduled at the discretion of the sheriff. Aramark shall supply a sample holiday menu.

The County shall notify Aramark of the actual number of meals ordered each day at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, Aramark shall prepare and will be paid for the same number of meals as prepared for the previous day.

B. Price Adjustments: Aramark is permitted one price increase at the beginning of each year based on the percentage of increase in the US Department of Agriculture-Food away from Home Index or such computation as is otherwise agreed upon in writing. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to this Agreement in the form attached hereto as Attachment B; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the average of: (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor; and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "County Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be November of the immediately preceding year to November of the then-current year (the "Base Period").

As set forth on the sample client statement attached as Attachment C, a copy of which shall be provided prior to implementing any price adjustments pursuant to this section, the "Market Basket of Products" represents categories or types of products that are generally used in the County Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the County Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("BLS") category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, ARAMARK shall have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above.

Please refer to Attachment C for an example of the Market Basket of Products calculation.

C. Additional Services: Subject to Ohio law limiting the scope of change orders to public contracts, food, beverage and other services required or desired by the Facility not provided within this Agreement may be provided by Aramark upon a written amendment to this agreement authorized by the County and Sheriff. Any exclusive right enjoyed by Aramark under this Agreement does not extend to any food, beverage and other services provided within this Agreement.

D. Fresh Favorites: Only upon the request of the Sheriff and only upon the terms and conditions as agreed upon in advance with the Sheriff, Aramark may implement its Fresh Favorites program. Aramark shall determine the prices at which Fresh Favorites items shall be

sold to inmates but must first reach agreement with the Sheriff upon a payment process and a menu which does not compromise the County's commissary operation. If Aramark sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, Aramark may increase its Fresh Favorites prices to recover such increased costs, maintaining its historical mark-up or discontinue the program. The County shall not be financially responsible for the purchase of Fresh Favorites items unless authorized by the Board of County Commissioners. All sales shall be deemed made when a Fresh Favorites item purchased by an inmate is delivered. The Sheriff shall have the unilateral right to terminate the Fresh Favorites program with or without cause at any time.

E. Reserved for Future Use.

F. Billing: This is primarily a unit price Agreement based on meals served. Aramark shall submit a comprehensive invoice to the County on the first day of every month for inmate meals ordered or served, whichever is greater, and other goods or services provided by Aramark, if any, for the preceding month. The invoice shall reflect the preceding month's food services detailing the exact number of meals served on a daily basis as follows:

1. Actual number of adult inmate meals
2. Any additional food, beverage or other services, as required

For billing purposes, Aramark shall calculate the total number of inmate meals ordered and served daily, whichever is greater, and invoice according to the scale provided in Attachment A. All Visitor, Staff and Catered Meals shall be itemized and billed separately at mutually agreed upon pricing.

G. Manner Of Payment: Payment shall be made by check payable to Aramark Inc. within forty-five (45) days after the invoice date. Such payment shall be sent to:

Aramark Correctional Services, Inc.
1101 Market Street
Philadelphia, PA 19107

(Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 9 hereof.)

4. MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark's control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local

standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Aramark's price per meal, modifications to the menu, or modifications to Aramark's scope of services, or ninety (90) day notice of termination if no agreement is reached.

5. **FEDERAL SURPLUS COMMODITIES:** Aramark shall use available U.S. Department of Agriculture commodities in providing food service to the inmates and staff of the Facility. Aramark shall comply with the rules and regulations of the U.S. Department of Agriculture in securing said commodities. All books and records pertaining to the meal preparation and delivery for the Facility shall be available for a period of thirty-six (36) months after the close of federal fiscal year (October 1 through September 30) to which they pertain for inspection and audit by representatives of the United States Department of Agriculture, and/or the General Accounting Office at any reasonable time or place. Commodities received shall be used solely for the benefit of the County. In developing the prices to be charged by Aramark under this Contract, Aramark has relied on the County's representation regarding the quantity and mix of USDA commodities utilized during two (2) immediately preceding years in the facilities covered by this Contract. In the event the mix and/or quantity of government donated commodities changes from the mix and quantity utilized in prior years, so as to increase actual food costs over the level of projected food cost set forth in the invoice, the prices charged by Aramark shall be renegotiated to reflect such change.

The value of the commodities shall be the value set forth on the invoice, bill of lading, delivery receipt or other similar document from the U.S. Department of Agriculture or distributing State agency. If no value is set forth, the County and Aramark shall together contact the U.S. Department of Agriculture or distributing State agency to ascertain such value.

Commodities should not be used in calculating meal prices. The value (or difference in cost) of the commodities received for each month will be calculated based upon current market cost and a credit for this value will be applied to the next invoice to Butler County.

The utilization of USDA donated commodities is subject to the following requirements:

1. Aramark will properly handle, store and prepare all commodities.
2. A weekly inventory shall be taken of all commodities by Aramark. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, 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 Jail.
4. Aramark shall credit to the County weekly invoice the USDA market value of each commodity item used for the week, less shipping and handling charges actually incurred.

5. All commodity records, including inventory, offering forms and commodity receipts, will be kept by Aramark for a period of not less than one (1) year from the close of the fiscal year to which they pertain at the Jail kitchen or at Aramark's office in Philadelphia, PA. At the end of the contract year, commodity records will be turned over to the County.
6. **ACCESS AND RECORDS:** Aramark will keep a record of the number of meals served, the food content of each meal and any menu substitutions or modifications, with copies provided to the Warden of each Facility. Records of substitutions shall include the items and portion sizes, the reason for the substitution and verification that a dietician has been consulted when appropriate and shall retain such records for thirty-six (36) months after the close of the federal fiscal year (October 1, through September 30).
7. **TERM OF AGREEMENT:** The initial term of this Agreement shall commence on May 5, 2017, and shall continue through May 4, 2020. By mutual agreement, this Agreement may be renewed for one (1) additional three-year period.
8. **NOTICE OF DEFAULT, CURE, OR TERMINATION:** Aramark will perform its work under this Agreement in accordance with this Agreement and any amendments and attachments hereto. Failure to perform the work as provided herein will first result in notice to Aramark of its default and with an instruction how to cure the default and a setting of a reasonable time in which to do so. If the default is not cured within a reasonable time, such default may result in the County performing or hiring others to cure the default described in the notice at Aramark's expense. In addition to the foregoing the following termination provisions shall apply:
- A. **Termination for Convenience:** Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) day notice to the other party. Termination for convenience shall include termination under R.C. Chapter 5705 due to a lack of sufficient appropriated funds to continue this Agreement.
- B. **Termination For Inability to Agree on a Price Adjustment:** Either party may terminate this Agreement upon ninety days prior written notice if it is unable to agree with the other party as to a price adjustment within a reasonable period of time after such an adjustment becomes due. Should the County be dissatisfied with the price adjustment resulting from Section 3.B of this Agreement and the parties' inability to agree, it may terminate this Agreement under this provision.
- C. **Discontinuance of Operation:** Should it become necessary, for any reason, for one or more locations which together constitute the Facility to voluntarily or involuntarily discontinue operation as a place for housing prisoners for a definite, indefinite or permanent period, this contract shall become null and void with respect to that location.

D. Consequences of Termination: If this Agreement is terminated under any circumstances, the County shall pay Aramark for all inmate and staff meals, and other services, provided by Aramark up to and including the date of termination, at the prices and within the payment periods set forth in this Agreement. The County's obligation to pay for meals and services provided shall survive the termination or expiration of this Agreement. Aramark's responsibility to maintain insurance for events alleged to have arisen proximately directly or indirectly out of this Agreement shall remain in effect for two years after its termination.

This Agreement may be terminated at one but not every Facility. If a Facility should be closed for any reason, this Agreement shall be reduced in scope to account for that reduction.

Aramark shall have no right to recover mobilization, demobilization, home office overhead expense nor anticipated lost profit in the event one or more Facility locations are closed or this Agreement is terminated in whole or in part.

Upon the expiration or any termination of this Agreement:

1. The inventories of food and expendable supplies of Aramark shall remain those of Aramark until purchased by the new contractor or the County. Final payments to be made to Aramark by the County shall be withheld until all transactions or arrangements for these inventory purchase or removal have been completed to the satisfaction of the County.
2. The County and Aramark shall conduct a physical inventory of all supplies and equipment following which Aramark shall turn over to the County and account for all equipment and other property belonging to the County.
3. Aramark shall make available to the County for examination all data, records and reports concerning the food services program and shall make available to the County copies of them upon request at no expense to the County.
4. Aramark shall provide any new incoming food services vendor with at least one-third of the cooler space seven days prior to their opening and one-half of the freezer space 3 days prior to opening. Seven days prior to takeover, the new contractor will be allowed access to the kitchen area (not the office) for the purpose of training, planning and procedural review.

9. **NOTICE:** All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

10. **CONFLICTS OF INTEREST:** Aramark covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body

shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

11. ARAMARK PROPRIETARY INFORMATION: Aramark hereby formally claims that the following constitute trade secrets and proprietary information of Aramark: All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Aramark 's business (collectively, the "Aramark Proprietary Information"). To the extent permitted by Ohio's open records law, the County shall keep all Aramark Proprietary Information confidential and shall use Aramark Proprietary Information only for the purpose of fulfilling the terms of this Agreement. Aramark shall conspicuously mark all documents which it claims to constitute Aramark Proprietary Information so as to alert the County to the fact that is not to photocopy or otherwise duplicate any materials containing such Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration or any termination of this Agreement, all materials containing any Aramark Proprietary Information shall be destroyed or returned to Aramark.

12. ASSIGNMENT AND SUBCONTRACTING: Aramark may not assign or subcontract the whole or any subordinate portion of this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that ARAMARK may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with Aramark. A delegation of the performance of any portion of this Agreement within the benefit of a subcontract shall be treated the same as a subcontract.

13. PRESS RELATIONS: Aramark shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases.

14. ENTIRE AGREEMENT and CHANGE ORDERS: This Agreement represents the entire agreement and understanding between the County and Aramark and supersedes all prior negotiations, representations, impressions, understanding, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and Aramark with amendments to be effective as of the date stated in the amendment. A Change Order means an agreed upon addition to, deletion from, or modification to the terms of this Agreement. All Change Orders must be mutually agreed upon by the parties. Pending both parties' execution of a Change Order, Aramark will continue to perform and be paid as if no Change Order exists.

15. SEVERABILITY: If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

16. **WAIVER:** The failure of Aramark or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

17. **ACCREDITATION:** The facility is currently accredited by the State of Ohio. With respect to the service(s) Aramark provides that are considered in determining whether accreditation standards have been satisfied, Aramark shall be responsible for demonstrating compliance with all accreditation requirements. If one or more institutions within the meaning of the term Facility as used herein are denied re-accreditation as a consequence of Aramark's failure to meet an accreditation standard, Aramark shall pay liquidated damages of two hundred fifty thousand dollars (\$250,000) to the Butler County Sheriff's Office. This failure may also constitute a breach of contract.

18. **FORCE MAJEURE:** If a Facility's kitchen should be damaged by fire, flood, riot or similar events, the County will determine after consultation with Aramark, whether and to what extent the kitchen is operable. If Aramark cannot prepare and serve the required meals after an event of force majeure, then the County may, at its option, continue with the contract at a reduced level or terminate without further obligation.

19. **PERFORMANCE BOND:** Aramark will provide the County with a FIFTY percent (50%) performance bond based on the estimated annual price for meal preparation under this Agreement, within ten (10) days after award the Agreement is signed.

20. **COUNTY RESPONSIBILITIES:** The County is responsible for performing the following duties under this Agreement:

- a. Provide, install, maintain, repair, replace if necessary, and permit ARAMARK to use all food service equipment and fixtures.
- b. Provide all utilities; trash removal; pest control; office space including desk, chair, filing cabinet and telephone(except for long distance telephone service); and inmate uniforms.
- c. Provide laundry services for all aprons, towels, dishcloths, etc. used in the food service operations, except for Aramark's employee uniforms. Aramark will be responsible for ensuring that its staff uniforms are clean.
- d. Provide security ID cards for all Aramark and subcontractor employees
- e. Provide timely orders for meals.

- f. Provide a mutually negotiated level of inmate labor, such labor to be equipped with safe and sanitary food preparation garb by Aramark.
- g. Provide delivery of food carts to inmate housing units from the point of delivery from Aramark.
- h. Provide sufficient supplies of Departmental forms used in food service.
- i. Provide parking for Aramark and its agents, vendors, and contractors limited to county-property in the areas designated by the Butler County Sheriff.

21. INDEPENDENT CONTRACTOR: The relationship of Aramark and the County shall be at all times that of an independent contractor and employer, with Aramark having full and complete liberty to use its own free and uncontrolled will, judgment, and discretion as to the means, method and manner of performing its duties hereunder. Nothing herein contained or done pursuant to this Agreement is intended to make or shall make Aramark, its agents, employees, vendors or contractors an agent, servant, partner, joint venture, or employee of the County.

22. THIRD PARTY BENEFICIARY: Aramark and the County agree that, although this Agreement contemplates providing meals to inmates, this Agreement is not intended to confer any rights upon any person who is not a party hereto.

23. CHOICE OF LAW AND FORUM AND ALTERNATE DISPUTE RESOLUTION:

This Agreement is made under and will be construed in accordance with the law of Ohio without giving effect to Ohio's choice of law rules. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided, shall be decided in a court of competent jurisdiction within Butler County applying Ohio law. The law of the State of Ohio shall govern the interpretation of this Agreement as well as the performance of the Scope of Services. In addition to any remedies the parties may have at law, equity, or otherwise, the parties may, by mutual agreement, choose to resolve any dispute arising under this Agreement through alternate dispute resolution procedures such as mediation, or, through arbitration in accordance with the Rules of the American Arbitration Association.

24. CONFLICT AMONG DOCUMENTS:

In the event of conflict between the provisions of this Agreement and any attached exhibit or description of the work to be performed, the provisions of this Agreement and the Bid Specification will, to the extent of such conflict, take precedence over any and all other documents.

25. SURVIVAL OF PROVISIONS AFTER TERMINATION:

Provisions of this Agreement which must be necessary for the parties to settle accounts with each other or which are necessary to protect one party from the other respecting any sort of claims of third parties against either or both parties shall survive the termination or expiration of this Agreement.

26. **JAIL COMMISSARY:** This Agreement affords Aramark no rights with respect to, and the Sheriff shall continue to conduct, a jail commissary.

27. **ARAMARK'S WARRANTIES AND REPRESENTATIONS TO THE COUNTY:**

As an inducement to the County to be awarded this Agreement, Aramark, for itself and for its agents, employees, vendors, and subcontractors, hereby represents and warrants to the County in connection with the performance of its Work that:

A. Aramark warrants and represents to the County that with respect to its services under this Agreement, it possesses and will, at all times, exercise that level of professional care, skill, and experience necessary to safely and successfully accomplish its efforts as it is described in this Agreement and other contract documents in a timely, complete, competent, and safe manner;

B. Aramark warrants and represents to the County that in performing its services for the County it is capable of devoting and will continuously devote the necessary personnel and resources to enable it to give its best efforts.

C. Aramark warrants and represents to the County that in performing its services for the County it will only utilize personnel possessed of the skill and experience necessary to fully, efficiently, effectively, professionally, and competently perform its services for County.

D. Aramark warrants and represents to the County that it will perform its services for the County with the degree of skill and care observed by national firms performing the same or similar services.

E. Aramark warrants and represents to the County that it will comply with all applicable federal, state and local laws, ordinances, codes, and regulations in performing its services for County as well as policies, procedures and rules established by the Sheriff or his designee for the Facility, any violation of which may serve as the basis for discipline of any employee violating such rules, regulations, policies, etc.

F. Aramark warrants and represents to the County that it has obtained and will maintain in force liability insurance coverages in the amounts provided herein.

G. Aramark warrants and represents to the County that it has obtained and will maintain a license to transact business in the State of Ohio from the Ohio Secretary of State.

H. Aramark warrants and represents to the County that it has not knowingly made a misrepresentation of any material fact in its bid and its bid was true, complete, current and accurate as of the date of the bid opening and has not knowingly omitted any material fact from its bid.

I. Aramark warrants and represents to the County that it will complete its work in a timely and workmanlike manner.

J. Aramark warrants and represents to the County that its services shall be provided using chemically or alcoholically unimpaired, qualified personnel of sufficient number, and employing safe and suitable equipment food and food service tools and equipment.

K. Aramark warrants and represents to the County that it will not serve spoiled, previously served, outdated, contaminated, or FDA recalled food at the Facility and those it brings to the Facility to perform on its behalf will be healthy and fit to engage in such labor.

L. Aramark warrants and represents to the County that it in performing its services, Aramark will comply with all Ohio and federal safety laws and regulations which are applicable to the Work being done so as not to knowingly or recklessly expose Aramark's own employees or other employees on the site to an unreasonable risk of injury.

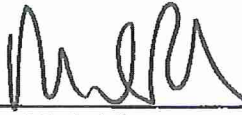
M. Aramark warrants and represent that it will educate and update itself from time to time as to all appropriate standards applicable to its food service operation at the Facility, including federal inmates housed by the County under contract so as to be able to comply with applicable standards, and if unable to ascertain an applicable standard it will consult with the Sheriff for the appropriate standard to follow, but the Sheriff shall not be able to alter the law or regulations.

N. Aramark warrants and represent that any employees of Aramark or any of its contracting parties who test positive for a controlled substance without a legitimate medical reason will not be assigned to or stationed within the Facility, and the Contractor will control the work assignments of anyone working for it that is taking a prescription drug for a legitimate medical reason so the person does not present a safety risk to himself/herself, other personnel, or the Board's property.

[Remainder of page intentionally left blank. Signature page follows.]

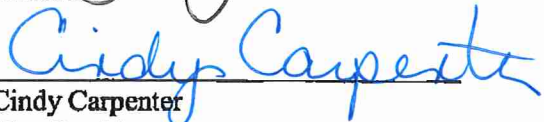
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

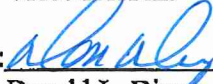
Aramark Correctional Services, LLC.

By: 
Mark Adams
Vice President, Finance

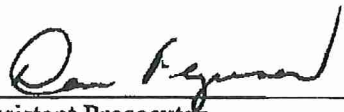
**Butler County Board of Commissioners
State of Ohio**

By: 
T. C. Rogers
President

By: 
Cindy Carpenter
Vice President

By: 
Donald L. Dixon
Member

Approved As To Form:


Assistant Prosecutor

Attachment A
Butler County, OH
Effective May 5, 2017 through May 4, 2018

<u>Population*</u>		<u>Price per Meal</u>
650	699	\$ 1.054
700	749	\$ 1.007
750	799	\$ 0.962
800	849	\$ 0.929
850	899	\$ 0.902
900	949	\$ 0.877
950	999	\$ 0.858
1,000	1,049	\$ 0.849
1,050	1,099	\$ 0.839
1,100	1,149	\$ 0.830
1,150	1,199	\$0.821

Boxed Meals -- \$1.716

Prepackaged Religious Meals Kosher -- \$3.50

Staff Dining Meals -- \$2.50

Aramark will also provide the following for the price per meal listed:

1. An ON-SITE Food Services Director and the Hourly Supervisor/Cook/Other Title;
2. Payment of all fringe benefits for the Aramark employees;
3. Payment of all permit, license and insurance costs;
4. Provision of nametags for all Aramark employees;
5. Purchase of all food products and other supplies required to provide the meals hereunder; and,
6. Preparation and serving of proposed menu to residents of the jail at the direction of the Jail Commander, in compliance with Jail regulations and scheduling. The Scale above represents the total amount of meals served for inmates only and is calculated as the total number of inmate meals ordered or served, whichever is greater. All Visitor, Staff and Catered Meals shall be itemized and billed separately.

FORM OF AMENDMENT FOR IMPLEMENTING MARKET BASKET INCREASES

Attachment B

Amendment No. ___ to Operating Agreement

THIS AMENDMENT NO. ___ (the "Amendment"), is entered into this ___ day of _____, 20__ by and between _____, with offices at _____ ("_____"), and **Aramark Correction Services, LLC.**, having its principal place of business at 1101 Market Street, Philadelphia, PA 19107 ("Aramark").

WHEREAS, _____ and Aramark entered into an _____ dated _____ for the management of the food service operation at _____ (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective _____.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Price Adjustment:** In accordance with [*Paragraph ___ of Amendment No. ___ to the Agreement*]/[*Paragraph ___ of the Agreement*], the parties agree that the price per meal charged to _____ by ARAMARK shall be changed as set forth on Attachment A as a result of [*changes in the Consumer Price Index*]/[*changes in the Market Basket of Products*]/[*mutual agreement of the parties*]. This price shall be effective from _____, 20__ through _____, 20__. , and shall supersede in all respects the price per meal set forth in Paragraph [] of the Agreement or in any other prior agreements between the parties.

2. **Release:** The methodology used to determine the price increase above, including the Category Weighting percentages ascribed to each Menu Category, has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation.

3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. ___ to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC.

[_____]

By: _____
Mark Adams
Vice-President, Finance

By: _____

Sample County Statement - Market Basket of Products Calculation

XYZ County Exhibit

Market Basket Price Redetermination Statement
Period Ended Current Month xxth, 2017

<u>CATEGORY</u>	<u>Menu Weighting</u>	<u>Current Month Category CPI %</u>	<u>Weighted CPI %</u>
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	-5.00%	-0.63%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
TOTAL	100.00%		3.54%

Current Month CPI Food Away from Home Index **4.76%**

Greater of Market Basket to Current Month CPI - Food Away from Home **4.76%**

XYZ County Exhibit

Market Basket Price Redetermination Statement
Period Ended Current Month xxth, 2017

<u>CATEGORY</u>	<u>Menu Weighting</u>	<u>Current Month Category CPI %</u>	<u>Weighted CPI %</u>
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	6.00%	0.75%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
TOTAL	100.00%		4.92%

Current Month CPI Food Away from Home Index **4.76%**

Greater of Market Basket to Current Month CPI - Food Away from Home **4.92%**

Amendment No. 5 to Operating Agreement – Food Service

THIS AMENDMENT NO. 5 (the "Amendment"), is entered into this July day of 2022 by and between **Butler County Board of Commissioners** with offices at Butler County Government Services Center, 315 High Street, 6th floor, Hamilton, Ohio (the "County"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark").

WHEREAS, the County and Aramark entered into an Operating Agreement commencing on May 5, 2017 for the management of the food service operation at Butler County Jails located at 705 Hanover Street, Hamilton, Ohio as well as such other Facilities as the County may commence operating during the term of this Agreement (as amended, the "Agreement");

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective May 1, 2022.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

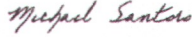
1. **Price Adjustment:** In accordance with Paragraph 3.B of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A as a result to changes in the Consumer Price Index. This price shall be effective from May 5, 2022, through May 4, 2023, and shall supersede in all respects the price per meal set forth in Attachment A of the Agreement or in any other prior agreements between the parties.

2. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

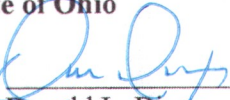
(Signature Page to Follow)

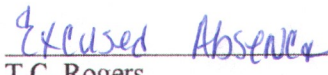
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be signed by their duly authorized representatives the day and year first written above.

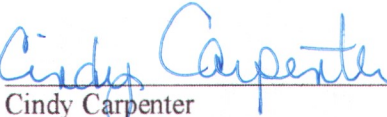
Aramark Correctional Services, LLC

By: 
Michael Santoro
Vice President, Finance
5/25/2022

**Butler County Board of Commissioners
State of Ohio**

By: 
Donald L. Dixon
President

By: 
T.C. Rogers
Vice President

By: 
Cindy Carpenter
Member

Approved as to Form:

 6/17/2022



Board of County Commissioners
Butler County, Ohio

EXECUTIVE SUMMARY

22-07-01079

Donald L. Dixon
President

T.C. Rogers
Vice President

Cindy Carpenter
Member

Contract Amendment

Sheriff

Target Meeting: 7/7/22

Purchase of Goods/Services

Summary

Amend Contract with Aramark Correctional Services and approve Amendment #5 to provide food services for inmates of the Butler County correctional facilities to be charged at price per meal based on inmate population as illustrated in Attachment A effective May 8, 2022 - May 7, 2023.

Justification

Service for inmate meals.

Recommendation

Department recommends approval.

Approved by:

Vickie Barger

Vickie Barger, Finance Director

06/22/2022

Judi Boyko

Judi Boyko, County Administrator

06/22/2022



Board of County Commissioners
Butler County, Ohio

RESOLUTION

22-07-01079

Donald L. Dixon
President

T.C. Rogers
Vice President

Cindy Carpenter
Member

Contract Amendment

The Board of County Commissioners of Butler County, Ohio met in Regular Meeting on the 7th day of July, 2022 in the Commission Chambers of the Butler County Government Services Center, 315 High Street, 2nd Floor, Hamilton, Ohio 45011.

Whereas previous Resolution number 26-06-00771 authorized the following contract:

PROVIDER NAME:	Aramark Correctional Services, LLC.
PROVIDER ADDRESS:	1101 Market Street, Philadelphia, PA 19107
SCOPE OF SERVICES:	Inmate Meals
CONTRACT AMOUNT:	See below
BEGINNING DATE:	May 5,2022
ENDING DATE:	May 4,2023
RENEWAL OPTIONS:	N/A
FUNDING SOURCES:	General Fund

Whereas the Butler County Sheriff's Office recommends that the Butler County Board of County Commissioners approve an amendment to said contract;

Whereas the amendment amends the contract to meal price below:

Attachment A Butler County, OH

Effective May 5, 2022 through May 4, 2023

<u>Population</u>	<u>Price/Meal</u>
650-699	\$1.250
700-749	\$1.195
750-799	\$1.141

800-849	\$1.102
850-899	\$1.070
900-949	\$1.041
950-999	\$1.017
1,000-1,049	\$1.008
1,050-1,099	\$0.995
1,100-1,149	\$0.985
1,150-1,199	\$0.974
Boxed Meals	\$2.036
Religious Meals Kosher	\$4.151
Staff Meals	\$2.964

Whereas it is anticipated that amending the contract will continue the meal services in the Butler County Correctional Facility; now, therefore, be it

Resolved that the Butler County Board of Commissioners has taken the request to amend a contract into consideration and does hereby approve and will execute same.

Commissioner Carpenter moved for the adoption of the foregoing resolution, Commissioner Dixon seconded the motion and upon call of the roll, the vote resulted as follows:

RESULT: Adopted
AYES: Donald Dixon, Cindy Carpenter
EXCUSED: T.C. Rogers

State of Ohio, County of Butler, on this 7th day of July, 2022, the Clerk of the Board does hereby certify that 22-07-01079 is a true, exact, complete and unaltered electronic record of the Butler County Board of Commissioners.

Flora Butler

Flora Butler, Clerk of the Board





INVOICE

TO:

Butler County
315 High Street
6th Floor
Hamilton, OH 45011

Please Remit Payment to:

Aramark Dallas Lockbox
P.O. Box 978839
Dallas, TX 75397 -8839

Profit Center: 000016403 - Butler County
Invoice Number: 000016403-000200
Invoice Date: 3/29/2023

For additional information on this invoice, please contact:

Stacey Wagstaff (000) 000-0000,
wagstaff-stacey@aramark.com

PLEASE PAY THIS AMOUNT
96,637.70

Sale Date	Description	Net Amount	Tax Amount	Gross Amount	
3/1/2023	Meals				
	Meals				
	Inmate Meals + Resolution	Inmate Meals 17,167 each @ 1.1020	\$18,918.03	\$0.00	\$18,918.03
	Boxed meals (sacks)	Inmate Meals 83 each @ 2.0360	\$168.99	\$0.00	\$168.99
	Kosher meals	Inmate Meals 22 each @ 4.1510	\$91.32	\$0.00	\$91.32
			\$19,178.34	\$0.00	\$19,178.34
3/8/2023	Meals				
	Meals				
	Inmate Meals + Resolution	Inmate Meals 17,336 each @ 1.1020	\$19,104.27	\$0.00	\$19,104.27
	Boxed meals (sacks)	Inmate Meals 104 each @ 2.0360	\$211.74	\$0.00	\$211.74
	Kosher meals	Inmate Meals 20 each @ 4.1510	\$83.02	\$0.00	\$83.02
			\$19,399.03	\$0.00	\$19,399.03
3/15/2023	Meals				
	Meals				
	Inmate Meals + Resolution	Inmate Meals 17,435 each @ 1.1020	\$19,213.37	\$0.00	\$19,213.37
	Boxed meals (sacks)	Inmate Meals 67 each @ 2.0360	\$136.41	\$0.00	\$136.41
	Kosher meals	Inmate Meals 21 each @ 4.1510	\$87.17	\$0.00	\$87.17
			\$19,436.95	\$0.00	\$19,436.95

Batch #: 3313
Date Submitted: 4-6-23
Entered By: CA

3/22/2023

Meals

Meals

Inmate Meals + Resolution	Inmate Meals 17,354 each @ 1.1020	\$19,124.11	\$0.00	\$19,124.11
Boxed meals (sacks)	Inmate Meals 168 each @ 2.0360	\$342.05	\$0.00	\$342.05
Kosher meals	Inmate Meals 12 each @ 4.1510	\$49.81	\$0.00	\$49.81
		\$19,515.97	\$0.00	\$19,515.97

3/29/2023

Meals

Meals

Inmate Meals + Resolution	Inmate Meals 17,034 each @ 1.1020	\$18,771.47	\$0.00	\$18,771.47
Boxed meals (sacks)	Inmate Meals 165 each @ 2.0360	\$335.94	\$0.00	\$335.94
		\$19,107.41	\$0.00	\$19,107.41

Net Amount:	\$96,637.70
Tax:	\$0.00
Total Amount:	\$96,637.70

Terms: Due Upon Presentation

Tax Exempt No: 31-6000061

Make checks payable to Aramark Services, Inc.

Important

Please include invoice number and remittance copy with your payment to ensure proper credit to your account

1573



0399-1

INVOICE

Please Remit Payment to:

Aramark Dallas Lockbox
P.O. Box 978839
Dallas, TX 75397 -8839

TO:

Butler County
315 High Street
6th Floor
Hamilton, OH 45011Profit Center: 000016403 - Butler County
Invoice Number: 000016403-000203
Invoice Date: 3/29/2023

For additional information on this Invoice, please contact:

Stacey Wagstaff (000) 000-0000,
wagstaff-stacey@aramark.comPLEASE PAY THIS AMOUNT
3,834.62

Sale Date	Description	Net Amount	Tax Amount	Gross Amount
3/1/2023	Fresh Favorites			
	FF			
	Fresh Favorites	\$2,947.46	\$0.00	\$2,947.46 *
	Commission for Fresh Favorites	(\$884.24)	\$0.00	(\$884.24) *
	Commission iCare Fresh Favorites	(\$1,200.44)	\$0.00	(\$1,200.44) *
		\$862.78	\$0.00	\$862.78 *
3/8/2023	Fresh Favorites			
	FF			
	Fresh Favorites	\$3,288.42	\$0.00	\$3,288.42 *
	Commission for Fresh Favorites	(\$986.53)	\$0.00	(\$986.53) *
	Commission iCare Fresh Favorites	(\$1,922.60)	\$0.00	(\$1,922.60) *
		\$379.29	\$0.00	\$379.29 *
3/15/2023	Fresh Favorites			
	FF			
	Fresh Favorites	\$2,827.90	\$0.00	\$2,827.90 *
	Commission for Fresh Favorites	(\$848.37)	\$0.00	(\$848.37) *
	Commission iCare Fresh Favorites	(\$1,450.62)	\$0.00	(\$1,450.62) *

Batch #: 3313
Date Submitted: 4-06-23
Entered By: CA

		\$528.91	\$0.00	\$528.91
3/22/2023	Fresh Favorites			
	FF			
	Fresh Favorites	\$3,613.46	\$0.00	\$3,613.46
	Commission for Fresh Favorites	(\$1,084.04)	\$0.00	(\$1,084.04)
	Commission iCare Fresh Favorites	(\$1,425.90)	\$0.00	(\$1,425.90)
		\$1,103.52	\$0.00	\$1,103.52
3/29/2023	Fresh Favorites			
	FF			
	Fresh Favorites	\$3,434.24	\$0.00	\$3,434.24
	Commission for Fresh Favorites	(\$1,030.27)	\$0.00	(\$1,030.27)
	Commission iCare Fresh Favorites	(\$1,443.85)	\$0.00	(\$1,443.85)
		\$960.12	\$0.00	\$960.12

Net Amount:	\$3,834.62
Tax:	\$0.00
Total Amount:	\$3,834.62

Terms: Due Upon Presentation

Tax Exempt No: 31-6000061

Make checks payable to Aramark Services, Inc.

Important

Please include invoice number and remittance copy with your payment to ensure proper credit to your account

1533