

# NYE COUNTY AGENDA INFORMATION FORM

Action    
  Presentation    
  Presentation & Action

<b>Department: Finance</b>		<b>Agenda Date:</b>	
<b>Category: Regular Agenda Item</b>		<b>July 16, 2019</b>	
<b>Contact: Honey Strozzi</b>		Phone: 775-482-8144	Continued from meeting of:
<b>Return to:</b>	<b>Location:</b>	Phone:	
<b>Action requested:</b> (Include what, with whom, when, where, why, how much (\$) and terms) <p>Discussion and deliberation regarding Bid Award 2019-03 Jail Food Services.</p>			
<b>Complete description of requested action:</b> (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures) <p>Bid 2019-03 Jail Food Services was approved to award bid to Aramark Correctional Services on March 19, 2019. Original request for signatures went out via USPS Certified on March 20, 2019. Since then we have requested several times to have the Contract executed via email. A last attempt was sent to them, via email, on June 26, 2019 at 1:34 p.m. requesting an executed contract be returned to Nye County on or before 5:00 p.m. Pacific Standard Time, June 27, 2019. The Purchasing Dept did not receive the contract as requested to be sent via e-mail to <a href="mailto:hstrozzi@co.nye.nv.us">hstrozzi@co.nye.nv.us</a> or alternate method to Nye County Purchasing and Contracts Administrator, Nye County Finance, 2101 E. Calvada Blvd Ste 200, Pahrump, NV 89048. Since an agreement has not been reached, it has been determined by staff it is in the best interest of the County to request for proposals for the Jail Food Services for all Jails located within Nye County.</p> <p>Staff recommends rescinding the award given to Aramark Correctional Services for the 2019-03 Jail Food Services.</p>			
Any information provided after the agenda is published or during the meeting of the Commissioners will require you to provide 20 copies: one for each Commissioner, one for the Clerk, one for the District Attorney, one for the Public and two for the County Manager. Contracts or documents requiring signature must be submitted with three original copies.			
<b>Expenditure Impact by FY(s):</b> (Provide detail on Financial Form) <p style="text-align: right;"><input checked="" type="checkbox"/> No financial impact</p>			

**Routing & Approval** (Sign & Date)

1. Dept	Date	6.	Date
2.	Date	7. HR	Date
3.	Date	8. Legal	Date
4.	Date	9. Finance	Date
5.	Date	10. County Manager	Date

Place on Agenda

ITEM # 44

**BID NO. 2019-03**  
**Jail Food Services**

A contract between Nye County and

Aramark Correctional Services, LLC  
2400 Market Street  
Philadelphia, PA 19003

THIS CONTRACT, made and entered between Nye County, P.O. Box 153, Tonopah, NV 89049 (hereinafter, "OWNER") and Aramark Correctional Services, LLC, with an address of 2400 Market Street, Philadelphia, PA 19003 (hereinafter, "CONTRACTOR") with an effective date of March 19, 2019 to March 18, 2022.

Owner desires that CONTRACTOR provide Jail Food Services for OWNER at the Nye County Detention Center located at 1520 E. Basin Ave Pahrump, NV 89060.

**1. Consideration and Binding Effects.**

The parties acknowledge that the promises by OWNER and CONTRACTOR set forth in this Contract and awarded BID 2019-03 attached hereto and incorporated by reference, constitutes part of this Contract, BID 2019-03 is incorporated into this Contract, and the parties shall be bound by the terms and conditions of this Contract and BID 2019-03.

**2. CONTRACTOR's Duties and Responsibilities.**

- A. Nye County is seeking bids for on-site Jail Food Services for the Nye County Detention Center, which has an average inmate population of 180 inmates.
- B. The duties and responsibilities outlined in BID 2019-03: Jail Food Services

**3. Term.**

The term of CONTRACT shall be for three years, with the option to renew for 3, one-year terms. Contractor's intent to exercise its option to renew the Contract shall be made in writing to the COUNTY at least sixty days prior to the expiration of the Contract.

**4. The Contract Sum.**

OWNER shall pay CONTRACTOR, \$1.40 per inmate meal and \$1.40 per staff meal based on staff eating an inmate tray, or \$3.50 per staff meal based on staff eating from the Café Menu, as full compensation, to be paid monthly (once a month) for services performed in strict accordance with the scope of work and to the satisfaction of OWNER, amounts as set forth in this Contract.

**5. Insurance.**

CONTRACTOR shall comply with all insurance requirements as set forth in the Contract and as set forth in BID 2019-03. CONTRACTOR shall carry Commercial General Liability and Automobile Liability Insurance in the amount of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate during the term of CONTRACT.

CONTRACTOR shall obtain and maintain for the duration of CONTRACT a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada in accordance with

Nevada Revised Statutes Chapters 616A-616D, inclusive, unless CONTRACTOR is a Sole Proprietor and shall be required to submit an affidavit **Attachment 2** indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

#### **6. Invoicing.**

Invoicing for payment of services performed shall be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety calendar days of the services rendered. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250, OWNER shall not provide payment on any invoice CONTRACTOR submits after six (6) months from the date CONTRACTOR provides goods, performs services, or provides deliverables or milestones.

OWNER shall pay and reimburse CONTRACTOR for performance of the Services as set forth in the Contract and as set forth in BID 2019-03.

#### **7. Indemnification.**

CONTRACTOR agrees by entering into CONTRACT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend and hold COUNTY harmless from any and all claims, demands, actions, attorney's fees, costs and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of CONTRACTOR or its principals, employees, subcontractors or other agents while performing services under CONTRACT. CONTRACTOR shall indemnify, defend and hold harmless COUNTY for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

#### **8. Status as Independent CONTRACTOR.**

CONTRACTOR is an independent CONTRACTOR and not an employee, servant, agent or representative of OWNER. CONTRACTOR shall perform the Services in accordance with Contract documents and any subsequent written agreements defining the nature and scope of Services, but CONTRACTOR shall determine the manner and precise timing of its performance of Services. As an independent CONTRACTOR, CONTRACTOR shall not participate in the employee benefits available to OWNER'S employees.

#### **9. Termination.**

##### **A. TERMINATION FOR CAUSE**

If CONTRACTOR fails to perform in accordance with the agreed terms, conditions, or warranties applicable to this Contract, OWNER may immediately terminate all or part of this Contract upon written notice of intent to terminate without any liability by OWNER to CONTRACTOR. In the event of termination for cause, OWNER may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as OWNER may deem appropriate and CONTRACTOR shall be liable to OWNER for any excess cost or other expenses incurred by OWNER.

##### **B. TERMINATION FOR CONVENIENCE**

OWNER reserves the right to terminate this Contract in whole or part at any time whenever OWNER shall determine that such a termination is in the best interest of OWNER without penalty or recourse upon thirty (30) calendar days' written notice of intent to terminate.

#### **10. Modification.**

OWNER reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of CONTRACTOR'S obligations under this Contract, in whatever manner OWNER determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that should any modifications to this Contract be made during the Contract term, a written amendment detailing those elements shall be executed by CONTRACTOR and the OWNER or their authorized representative.

#### **11. Assignment and Subcontracting.**

CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this Contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of OWNER and any sureties. Services specified in this Contract shall not be subcontracted by CONTRACTOR, without the written approval of OWNER.

#### **12. Prohibited Activities While on Owner's Property.**

The activities prohibited by OWNER'S employees during the performance of Services included but are not limited to the following: using OWNER'S property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating OWNER'S employee's food from the break rooms or elsewhere; placing personal or business long distance and directory assistance phone calls on OWNER phones. Being under the influence of or use of alcohol or drugs while on OWNER'S property is prohibited.

#### **13. Waiver.**

Failure by OWNER or CONTRACTOR at any time to enforce or to require strict observance of any of the terms, conditions or provisions of this Contract shall not constitute a waiver of, nor limit or impair, such terms, conditions or provisions. In addition, any such failure shall not affect the right of either party to avail itself at any time of such remedies as it may have for any default hereunder by the other party hereto.

#### **14. Governing Law, Venue and Costs**

This Contract shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The parties hereby agree that venue for any and all disputes related to this Contract shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye. The parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

#### **15. Entire Agreement**

The parties agree that the terms and provisions of this Contract and awarded BID 2019-03 attached hereto and incorporated by reference constitute the entire Contract between the parties. The parties agree that awarded BID 2019-03 constitutes part of this Contract and is incorporated into this Contract.

#### **16. Counterpart Signatures**

This Contract may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

**17. Notices**

Any notice, proposal or objection relating to this Services Contract shall be in writing addressed to the parties as follows:

Danielle McKee, Purchasing and Contracts Administrator  
Nye County Finance  
2101 E. Calvada Blvd Ste 200  
Pahrump, NV 89048

Aramark Correctional Services, LLC  
2400 Market Street  
Philadelphia, PA 19003

**CONTRACTOR**

Aramark Correctional Services, LLC


**OWNER**

Nye County, Nevada

By: Tim Barttrum  
Title: VP of Business Development

  
By: John Koenig  
Title: Chairman, Board of County Commissioners

**ATTEST:**

  
Sandra L. Merlino Nye County Clerk  
And Ex-Officio Clerk of the Board