



Board Agenda Item 19

DATE: December 15, 2015

TO: Board of Supervisors

SUBMITTED BY: Margaret Mims, Sheriff-Coroner
Rick Chavez, Chief Probation Officer

SUBJECT: Agreement with Trinity Services Group, Inc. to Provide Meal Service

RECOMMENDED ACTION(S):

Approve and authorize Chairman to execute Agreement with Trinity Services Group, Inc. for meal service for the Fresno County Sheriff-Coroner's Office and Probation Department detention facilities effective January 1, 2016 through December 31, 2020 not to exceed five consecutive years, which includes a three-year base contract and two optional one year extensions, total not to exceed (\$37,746,179).

There is no additional net County cost associated with the recommended action. On August 20, 2015 the County of Fresno Purchasing Division issued a Request for Proposal (RFP) which solicited proposals to provide comprehensive management of its correctional and juvenile food services. Trinity Services Group, Inc., who is also the current vendor, is the recommended vendor to provide meal service to the Adult Detention Facilities and Juvenile Justice Campus. The recommended agreement includes a sliding fee for both the adult and juvenile meals.

ALTERNATIVE ACTION(S):

The two vendors that submitted bids for this RFP were Aramark Correctional Services and Trinity Services Group, Inc. Your Board could choose the other vendor that responded to the RFP process, but was not recommended.

FISCAL IMPACT:

There is no additional net County cost associated with the recommended action. The Sheriff-Coroner's Office based their estimated costs on an average daily population (ADP) of 2,700 jail inmates and the Probation Department based their estimated costs on an ADP of 360 juveniles using the sliding scale rates in Exhibit A to the contract. Beginning January 1, 2017 and in each subsequent calendar year (January 1 through December 31), the price per meal may be increased by a percentage equal to the National Consumer Price Index but will not exceed 4 percent per calendar year. Trinity Services, Group, Inc. shall notify in writing to both the Sheriff-Coroner's Office and Probation Department thirty (30) days in advance of such adjustment. Both departments included funding for the meal service contract in their FY 2015-16 adopted budgets, Sheriff-Coroner's Office org 3111 and Probation's - Juvenile Justice Campus org 3440. Funding for the remaining contract years will be included in each department's future requested budgets.

DISCUSSION:

Currently, meal service is provided under an existing contract with Trinity Services Group, Inc. The current contract with Trinity Services Group, Inc. will expire on December 31, 2015. An RFP was released on July 8,

2015 with a closing date of August 20, 2015 for inmate meal services for the Sheriff-Coroner's Office and Probation Department. An evaluation committee was formed consisting of personnel from the Sheriff-Coroner's Office, Probation Department, and the County Administrative Office. The evaluation committee reviewed two proposals, one from Aramark Correctional Services and the other from Trinity Services Group, Inc. The committee recommended Trinity Services Group, Inc. based on their complete responsiveness to the RFP and demonstrated experience and ability to provide the requested services.

The following illustrates the estimated costs for the term of the agreement:

	<u>TRINITY</u>
Year 1	\$6,968,968
Year 2	\$7,247,727
Year 3	\$7,537,635
Year 4	\$7,839,142
Year 5	<u>\$8,152,707</u>
	\$37,746,179

The agreement specifies that the Sheriff-Coroner's Office and Probation Department may impose liquidated damages if the contractor fails to make any scheduled meal delivery, plus the cost of replacing the meal service from any reasonable available source. Any assessment of the liquidated damages will be withheld from the monies owed to Trinity Services Group, Inc.

Changes from the current contract include the following sections: Termination Without Cause, Insurance, and Liquidated Damages. Under Termination Without Cause, Trinity Services Group, Inc. requested the same terms as the County: to opt out of the contract by giving thirty days advance written notice to terminate. However, should Trinity exercise this termination, the contract includes a ninety day extension to allow the County a total of one-hundred and twenty days to transition to a new vendor. The change to the Insurance section is a decrease in the total aggregate amount from three million to two million dollars for the Professional Liability coverage provided for Trinity Services' registered dietitians (based on Risk Management's review this change is acceptable because the vendor is not likely to utilize a lot of professional staff). Under Liquidated Damages, Trinity Services Group requested that liquidated damages for a delay shall not apply in force majeure circumstances or when the delay is caused by other circumstances beyond the control of the Contractor.

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with Trinity Services Group, Inc.

REFERENCE MATERIAL:

BAI #14, February 5, 2013
BAI #29, December 9, 2008, Agreement # 08-690

CAO ANALYST:

Jeannie Z. Figueroa