



COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
1488 SCHILLING PLACE
SALINAS, CA 93901
(831) 755-4990

**REQUEST FOR PROPOSAL
#10788 - REVISED**

To Provide

**INMATE FOOD OPERATION SERVICES AND/OR
COMMISSARY SYSTEM, GOODS AND SERVICES FOR
THE COUNTY ADULT DETENTION FACILITY**

Proposals are due by 3:00 pm (PST) on January 20, 2022

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 It is the intent of this Request for Proposal (RFP) to solicit proposals from qualified CONTRACTOR(s) to provide food operation services and/or commissary system, goods and services for the County Adult Detention Facility.
- 1.2 This solicitation is not intended to result in an exclusive service AGREEMENT for either or both services.
- 1.3 CONTRACTOR(s) shall submit a proposal for any and/or all of the services listed in the Scope of Work contained within Section 5.0.

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The physical address of the County Jail is: 1410 Natividad Road, Salinas, CA 93906.
- 2.2 County Adult Detention: The County Jail and encompasses the Main Jail, Rehabilitation Facility, Dorms and Jail Expansion. The County Jail is responsible for the intake, housing and release of all inmates. The County Jail houses sentenced and unsentenced male and female inmates. The County Jail receives prisoners and inmates from all local law enforcement agencies within the county; as well as from the California Department of Corrections for parole violations, and from the Superior Court of California (within the County of Monterey), once the individual is sentenced.
- 2.3 Approximately 900 inmates (Approx. 9% females and 91% males) are currently housed at the time of this RFP, in separate housing units that range from single cells to open dormitory settings. There are 39 housing units across six (6) distinct housing units. The six (6) distinct housing units to be serviced include:
 1. Main jail
 2. Dorms / Men's Holding
 3. K-Pod
 4. Women's Jail
 5. The Rehabilitation Center
 6. Jail Expansion
- 2.4 Sentenced inmates reside in open dormitories and provide manpower for work crews for the facility. Work crews inside the facility are used for things such as kitchen workers, cleaning, and general maintenance. Work crews are also sent outside the facility for basic grounds keeping around the Sheriff's Office and for litter pick-up along highways and roads throughout Monterey County. Unsentenced inmates are held in a secured housing unit and do not participate in work crews. Inmates have access to a variety of programs that include educational and vocational classes, religious services, library services, and

drug and alcohol programs.

- 2.5 Current commissary orders processed are, on average, approximately 900 orders per week. The primary method of ordering is via inmate tablets which are placed in each housing unit. In addition, hardcopy order forms are available for those who cannot order via the tablet or when the tablets are unavailable. They are placed and delivered by the current contract holder on-site. An online portal (proprietary) is also currently available for an inmate's family and friends to deposit money into an inmate's account or to place a commissary order for an inmate.
- 2.6 The existing food service component for the entire facility is located at the jail and is under the direction of Sheriff's Office personnel. The kitchen staff of no more than six (6) County cooks along with limited inmate worker assistance prepares all of the food, portions it onto trays or into sacks which are then loaded onto carts for distribution. Food carts are picked up in the kitchen by inmate workers escorted by deputies and then transported to the various housing areas of the jail facility. The present kitchen has an estimated capacity of 6,000 meals-per-day utilizing the traditional cook-and-serve system.
- 2.7 Request for Proposal #10788 will establish food and/or commissary services for inmates housed within the Monterey County Jail services. The County seeks CONTRACTORS who will abide by all local, state, and federal regulations and who are also capable of providing all necessary materials and supervision, in the course of providing food and/or commissary services.

3.0 CALENDAR OF EVENTS

- 3.1 Re-Issue RFP December 2, 2021
- 3.2 Deadline for Written Questions 3:00 p.m., PST, December 13, 2021
- 3.3 Proposal Submittal Deadline 3:00 p.m., PST, January 20, 2022
- 3.4 Estimated Notification of Selection February 2022
- 3.5 Estimated AGREEMENT Date February 2022

This schedule is subject to change as necessary.

- 3.6 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS EACH CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at <https://www.co.monterey.ca.us/government/departments-a>

[h/administrative-office/contracts-purchasing/solicitation-center](http://administrative-office/contracts-purchasing/solicitation-center) . Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County: **Jaime Ayala**
Deputized Purchasing Agent
1488 Schilling Place
Salinas, CA 93901
PHONE: (831) 783-7047
FAX: (831) 755-4969
Email: ayalaj@co.monterey.ca.us

4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

4.6 **OPTIONAL ELECTRONIC SUBMISSIONS** - The County of Monterey allows electronic submissions as follows :

4.6.1 County has joined Negometrix, an e-procurement platform, to enhance the safety of our bidders and staff. Please submit your bids electronically at the following link: <https://app.negometrix.com/buyer/585/tenders>

4.6.2 **PLEASE NOTE:** To use this option, CONTRACTORS are required to set up a free account prior to uploading proposals. This will take a few moments; therefore, set up your account at least 24 hours in advance of the bid deadline.

5.0 SCOPE OF WORK

5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with her, his, or its own organization contract work amounting to not less than 50 percent of

the original total contract price, except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

- 5.2 The Scope of Services is attached hereto as the following:
 - 5.2.1 EXHIBIT A – CONTRACTOR GENERAL REQUIREMENTS
 - 5.2.2 EXHIBIT B – SCOPE OF SERVICES for FOOD OPERATION SERVICES FOR COUNTY ADULT DETENTION FACILITY
 - 5.2.3 EXHIBIT C – SCOPE OF SERVICES FOR COMMISSARY SYSTEM, GOODS AND SERVICES FOR COUNTY ADULT DETENTION FACILITY

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) year periods.
 - 6.1.1 County is not required to state a reason if it elects not to renew.
- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
 - 6.2.1 Both parties must agree upon rate extension(s) or changes in writing.
- 6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
 - 7.2.1 You may reference our [Insurance Requirements](#) for additional clarification and samples of required endorsements.
- 7.3 CONTRACTOR will be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security. (if applicable).
 - 7.3.1 CONTRACTOR shall ensure that a California licensed investigator performed the required State level criminal background check(s) for all staff recommended to the County and must provide proof of such to County prior to the personnel being allowed to work within such County facilities. CONTRACTOR shall be

responsible for the cost of these background checks unless otherwise agreed upon in writing by County.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include, at a minimum, but not limited to, the following information in the format indicated:

<u>Proposal Package Layout;</u> Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PRICING (ATTACHMENT A) & WARRANTY
Section 3	COMMISSARY GOODS AND SERVICES PROPOSED
Section 4	COMMISSARY SYSTEM TECHNICAL ASPECTS PROPOSED
Section 5	FINANCIAL STABILITY
Section 6	PROJECT EXPERIENCE & REFERENCES
Section 7	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 8	EXCEPTIONS
Section 9	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and Contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). proposal packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

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Section 2, Pricing & Warranty:

- CONTRACTOR shall complete and submit pricing as per ATTACHMENT A – PRICING SCHEDULE attached hereto.
- Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed.
- After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

Section 3, Commissary Goods and Services Proposed:

- Please provide menu pricing for commissary items for the three (3) different Commissions, please include on menu pricing the base/initial cost and final cost.
 1. 15% commission
 2. 25% commission
 3. 35% commission
- Also, please identify the commissary items that will not have a commission applied to them.

- Submit a suggested menu of commissary products including proposed retail prices and the measurement for each item (unit of measurement examples include *ounces*, or *cups*, or *one average sized*, etc.).
- Submit a proposed staffing plan which includes the resources allocated to fulfilling all aspects of the AGREEMENT and include an org chart.
- Submit a summarized implementation and training plan (please note; a more detailed implementation and training plan will be negotiated at the time an AGREEMENT award is announced).
- Include as ATTACHMENT B – COMMISARY MENU PRICING SHEET attached hereto.

Section 4, Commissary System Technical Aspects Proposed:

- Describe the proposed commissary system in detail, listing out the technical components, features and capabilities that the proposed solution consists of. Should there be a cost to County for any of the proposed commissary system components, submit an itemized cost sheet that details all costs clearly in the proposal.
- Include sample reports to illustrate reporting capabilities. CONTRACTOR shall also include screen shots of the ordering interface and the administrative interface.
- Describe the security protocols in place to confirm data security within the system.
- Describe the system’s capabilities of integrating with any future jail management system which County may procure in the future.

Section 5, Financial Stability:

Describe its financial capability to provide Food Operations and/or a Commissary System, Goods and Services for County in addition to any other clients CONTRACTOR may service. Include a brief overview of the key highlights of CONTRACTOR’S financial statements from the last 5 years, including revenues, expenses, and profit margins.

Section 6, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provided services similar to the scope of work described

herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

Section 7, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County's Climate-Friendly Purchasing Policy (*Reference: www.co.monterey.ca.us/admin/policies.htm*).

CONTRACTOR shall indicate whether or not it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 8, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 9, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

8.2 **ADDITIONAL REQUIREMENTS:** To be considered "responsive" when submitting *manual proposal packages* CONTRACTOR shall adhere to the following:

- 8.2.1 Four (4) sets of the proposal package (one original proposal marked "Original" plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "RFP #10788". In addition, submit one (1) electronic version of the entire proposal package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
- 8.2.2 Proposals packages shall be prepared on 8-1/2" x 11" paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

- 8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
- 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 8.2.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

8.2.6 **OPTIONAL ELECTRONIC SUBMISSIONS** - The County of Monterey allows electronic submissions as follows :

8.2.6.1 County has joined Negometrix, an e-procurement platform, to enhance the safety of our bidders and staff. Please submit your bids electronically at the following link: <https://app.negometrix.com/buyer/585/tenders>

8.2.6.2 **PLEASE NOTE:** To use this option, CONTRACTORS are required to set up a free account prior to uploading proposals. This will take a few moments; therefore, set up your account at least 24 hours in advance of the bid deadline.

8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page. CONTRACTOR acknowledges that any other method of marking documents as proprietary will be assumed to be residual and will be disregarded. CONTRACTOR is encouraged to use restraint in marking documents “confidential” or “proprietary” and should be prepared to provide legal authority for any such designation upon request.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10788 and CONTRACTOR’S COMPANY NAME.**
- 9.2 **Mailing Address:** Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 **Due Date:** Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this

solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.

- 9.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.
- 9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 9.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.
- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).
- 9.9 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.

10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The following selection criteria shall include the following for each service as outlined within the RFP. CONTRACTOR(s) shall submit a proposal for any and/or both of the services listed in the Scope of Work contained within Section 5.0.
- 10.2.1 The evaluation of the CONTRACTOR submittals shall be based on one of the services and/or based upon an average of the both services according to their bid.

10.2.2 The selection criteria for Commissary System, Goods and Services:

CRITERIA	POINTS
Proposed Commission Rate	20
Proposed Implementation and Training Plan	20
Proven Commissary Services Record in Similar Facilities	15
Proposed Technical Compatibility	15
Environmentally friendly Business Practices and Green Business Certification	10
Financial Stability	10
References	5
Local Vendor	5
<i>TOTAL</i>	<i>100</i>

10.2.3 The selection criteria for Food Operation Services

CRITERIA	POINTS
Proposed Cost	20
Proven Detention Food Service Record in Similar Facilities	20
Proposed On-Site Food Services Management	15
Proposed Implementation	15
Environmentally friendly Business Practices and Green Business Certification	10
Financial Stability	10
References	5
Local Vendor	5
<i>TOTAL</i>	<i>100</i>

- 10.3 Tentative award(s) will not be based on cost alone.
- 10.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR’S equipment prior to award of the agreement.
- 10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submits a response that, in the sole opinion of the county, best serves the overall interest of the County.
- 10.6 The award made from this RFP may be subject to approval by the County Board of Supervisors.

11.0 PRICING

- 11.1 CONTRACTOR(s) will complete ATTACHMENT A - PRICING SCHEDULE for the provision of services as outlined within this RFP.
- 11.1.1 CONTRACTOR prices stated in ATTACHMENT A - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 11.2 CONTRACTOR(s) will complete ATTACHMENT B – COMMISARY MENU PRICING SHEET for the provision of services as outlined within this RFP.
- 11.3 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.
- 11.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.
- 11.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
- 11.5.1 County Department receiving services,
 - 11.5.2 Purchase order number under which the invoice is to be charged,
 - 11.5.3 Services provided,
 - 11.5.4 Dates of services,
- 11.6 Proposals should include any early discounts and/or incentives offered.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 General Requirements: Each local CONTRACTOR providing goods, supplies or services funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- 12.2 “Local CONTRACTOR” Defined - In the procurement of goods or services in which price is a determining factor for award of the contract, a five percent (5%) preference shall be subtracted from a bid submitted by a responsive local vendor in determining the lowest responsive bidder. If the application of the 5% results in a local vendor’s bid being at or lower than the non-local vendor, the price proposal selection criteria will be based on the lower amount.
For full policy visit: <https://www.co.monterey.ca.us/home/showdocument?id=22313>
- 12.3 Local Preference Policy: The County desires, whenever possible, to contract with qualified Local Vendors to provide goods and services to the County. A *five percent (5%) preference* will be applied to the scoring evaluation for a firm that qualifies as a Local Vendor. Local Vendor is defined as:

- 12.3.1 Vendor either owns, leases, rents, or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within Monterey County, Santa Cruz County, or San Benito County (the “Area”). Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties: and
- 12.3.2 Vendor employs at least one full time employee within the Area, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the Area; and
- 12.3.3 Vendor’s business must have been in existence, in Vendor’s name, within the Area for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County; and
- 12.3.4 Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualify for the preference; and
- 12.3.5 If applicable, vendor must possess a valid resale license from the State Franchise Tax Board showing vendor’s local address within the Area and evidencing that payment of the local share of the sales tax goes to either a city within the Area or to one of the three counties within the defined Area.

A firm seeking to be recognized as a Local Vendor for purposes of this procurement shall register as a local vendor with the County via the Vendor Registration Link: Vendor Self Service (VSS) located at <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/vendor-registration> and submit the *Local Business Declaration Form* with their proposal. (**Attachment C**)

12.4 Small Local Business Outreach Program: The County has implemented a policy to promote utilization of local businesses which are small or minority-owned, such as Disadvantaged Business Enterprises, Minority Business Enterprises, Woman Business Enterprises, and Disabled Veteran Business Enterprises. A “small business” as defined by Government Code section 14837(d)(1) means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees. The County offers online Self-Certification specifically for these types of businesses to formulate partnerships which create an environment of inclusion in County procurement and contracting.

13.0 INSURANCE REQUIREMENTS

13.1 Evidence of Coverage:

13.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

13.1.2 This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor

13.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies that hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide, or a company of equal financial stability that is approved by the County’s Purchasing Manager.

13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

- (ii) Automobile Insurance Threshold:

Agreement **Under \$100,000** Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

OR

Agreement **Over \$100,000** Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and

hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

- (iv) Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

13.4 Other Insurance Requirements:

13.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.

13.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit,

cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

13.4.3 **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

13.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.

13.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

You may reference our [Insurance Requirements](#) for additional clarification and samples of required endorsements.

14.0 CONTRACT AWARDS

14.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

14.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.

- 14.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 14.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 14.5 Notification: All CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 14.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

15.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

16.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the <https://www.co.monterey.ca.us/home/showdocument?id=81980>. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

17.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

18.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County **and may be considered public information under applicable law.** Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”, in conformity with the specific requirements set forth in section 8.3, above. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. **As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary.** County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

19.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: ____ Yes ____ No. CONTRACTOR’s response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. When CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

SAMPLE AGREEMENT SECTION

The COUNTY OF MONTEREY STANDARD AGREEMENTS with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at: <https://www.co.monterey.ca.us/home/showdocument?id=81980>

-- End of Sample Agreement Section --

EXHIBITS/ATTACHMENTS AND SIGNATURE PAGE

ATTACHMENT A PRICING FOR MEALS

As full and complete compensation to CONTRACTOR for all food, labor and material furnished and all services performed pursuant to the AGREEMENT Scope of Services, County shall pay CONTRACTOR in an amount based solely on the cost per meal served.

- 1) Proposers are required to complete the table below and submit with their proposal. Proposals submitted without this sheet shall be considered non-responsive.

Inmate Count:	1-499	500-600	601-650	651-700	701-750	751-800	801-850	851-899
COST PER EACH MEAL:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Inmate Count:	900-950	951-1000	1001-1050	1051-1100	1101-1150	1151-1200	1201-1250	1251-1300
COST PER EACH MEAL:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

County may negotiate additional pricing scales depending on inmate count.

- 2) Meals for visitors and special functions: CONTRACTOR shall include in its proposal the proposed percentage (%) of markup on costs to supply meals in these circumstances:

_____ % markup on visitor meals or meals for special functions.

Prices quoted above are all-inclusive of all goods and services, plus any and all applicable taxes, fees, surcharges, etc.

County and CONTRACTOR acknowledge and agree that pricing will adjust at the beginning of each fiscal year (July 1st) per the Consumer Price Index, All Urban Consumers, U.S. City Average (CPI-U), after the initial term of the AGREEMENT. Any changes other than the CPI-U adjustment changes shall require a written amendment to the AGREEMENT.

ATTACHMENT B COMMISSARY MENU PRICING SHEET

All proposers are required to complete this form as indicated without alterations.

Include commissary menu pricing as a submitted separately attachment.

It is desirable to the County to acquire a Commissary System that is hosted by CONTRACTOR and offers internet functionality for broader and easier accessibility. Ideally the cost to the County would be minimal or nonexistent as CONTRACTOR would make their profit off the commissary transactions minus the mutually agreed upon percentage for commission which goes to County as per the rate herein.

Any and all costs to County for the proposed Commissary System are to be itemized and submitted separately.

EXHIBIT A

CONTRACTOR REQUIREMENTS

A.1 ON-SITE PERSONNEL

- A.1.1 CONTRACTOR shall not assign to County facilities any personnel who is an immediate family member of a County employee/member of the Sheriff's Office. "Immediate family member" shall mean a spouse or a person who is within two degrees of consanguinity of the employee or employee spouse.
- A.1.2 Prior to an employee commencing work under this Agreement, CONTRACTOR shall provide County with a list of CONTRACTOR's employees designated work areas within the County Jail.
- A.1.3 CONTRACTOR shall provide County with on-site manager's 24-hour contact information who is responsible for all matters pertaining to day-to-day operations between 3am – 7pm, seven (7) per days per week.
- A.1.4 CONTRACTOR shall ensure all on-site management and personnel are trained, experienced and capable of performing the requirements within the RFP.
- A.1.5 CONTRACTOR shall ensure that all personnel designated to work in County facilities shall have the ability to read and/or follow written and verbal instructions, and at least 33% shall be able to speak and understand English sufficient to communicate with others when required in the performance of their job duties.
- A.1.6 CONTRACTOR shall ensure that employees and other persons are sufficiently experienced, trained and capable of handling all chemicals and cleaning products according to product directions, instructions and precautions and in such a manner as to minimize the possibility of exposure of facility occupants to any acid-based or caustic materials.
- A.1.7 CONTRACTOR shall provide documentation regarding training provided to employees. Documentation can include sign-in sheet with training format or topics listed.
- A.1.8 CONTRACTOR shall supply aprons and disposable hairnets or hats and plastic gloves for use by County's corrections staff and the inmate workers.
- A.1.9 CONTRACTOR may utilize County maintenance personnel for minor electrical and equipment repairs. The decision to repair or not repair rests solely with the County; however, the CONTRACTOR will be responsible for the cost.
- A.20 All CONTRACTOR employees must enter the facility through the Main Jail lobby.

A.21 EMPLOYEE/INMATE RELATIONSHIPS: CONTRACTOR shall ascertain and notify County in writing if any employee is related to, is or had a relationship with any person confined as an inmate in any of County-operated facilities. Any evidence of a relationship being started between a CONTRACTOR employee and one or more inmates must be immediately reported to County Sheriff's Office SSC. No CONTRACTOR employee may supervise or have direct contact with or responsibility for an inmate worker or the delivery of any food/service to any inmate with whom there is a family or personal relationship. It is CONTRACTOR'S responsibility to require its employees to alert CONTRACTOR whenever a person who is a relative or personal acquaintance of that employee is admitted to the facility as an inmate.

A.2 SECURITY

A.2.1 BACKGROUND CHECKS

A.2.1.1 County shall pay for the cost of fingerprinting and background checks within the first 60 days of the beginning of the Agreement. CONTRACTOR shall be responsible for all the costs of fingerprinting and background checks during the remainder of the Agreement for new or replacement personnel (each background check is approximately \$150.)

A.2.2 ID BADGES

A.2.2.1 County shall pay for the cost of badges at the beginning of the Agreement within the first 60 days of the beginning of the Agreement. CONTRACTOR shall be responsible for all costs of badges during the remainder of the Agreement for new or replacement personnel.

A.2.2.2 CONTRACTOR and CONTRACTOR'S employees shall be required to display their identification badge at all times while working in County facilities. If the CONTRACTOR or CONTRACTOR'S employees fail to display the proper identification, County may require them to leave the facility immediately at the cost of the CONTRACTOR.

A.2.3 GENERAL SECURITY

A.2.3.1 CONTRACTOR shall notify County immediately regarding any perceived security issues.

A.2.3.2 County shall issue facility keys to CONTRACTOR and maintain a log of keys issued. CONTRACTOR shall not duplicate keys and shall report lost keys to County within 24 hours. Keys shall be replaced by the County at the cost to the CONTRACTOR. CONTRACTOR's employees shall be responsible for locking any room they unlocked and also shall make sure all building entrances are locked when they leave.

A.2.4 PROTECTION

A.2.4.1 CONTRACTOR shall take all reasonable precautions to ensure the safety and protection of, and to prevent damage, injury or loss to,

CONTRACTOR'S employees and other persons. The CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations pertaining to the safety and protection of CONTRACTOR'S employees and other persons.

A.2.4.2 All damage or loss to any property caused in whole or in part by the CONTRACTOR or any person employed directly or indirectly by the CONTRACTOR shall be remedied by the CONTRACTOR at CONTRACTOR'S expense and to the satisfaction of the County.

A.2.5 CONTRACTOR shall adhere to all County Sheriff's Office policies and procedures for maintaining the security of the facility (CONTRACTOR'S staff are required to attend training as per Section B.1.4 herein). CONTRACTOR and its employees shall adhere to all security restrictions stated herein and as imposed by County Sheriff's Office SSC and any County Commander on duty.

A.2.6 OUTSIDE VENDORS: CONTRACTOR shall provide County Sheriff's Office SSC with a list of outside maintenance/repair vendors scheduled by CONTRACTOR to work in the kitchen. All maintenance/repair vendors hired by CONTRACTOR shall enter in the jail main lobby and sign the access log there. Maintenance vendors are required to be chaperoned at all times while on the premises.

A.3 **WORK SCHEDULE**

A.3.1. Within thirty (30) days of the CONTRACTOR'S receipt of written notice that the CONTRACTOR shall be awarded a contract, County shall furnish CONTRACTOR with a work schedule of the food operations management services to be provided with the scope of work specified in the Agreement. Thereafter, if CONTRACTOR desires to change the work schedule, CONTRACTOR shall provide County Sheriff's Office SSC with a proposed work schedule. County Sheriff's Office shall approve any schedule changes.

A.4 **RESPONSE TIME**

A.4.1 CONTRACTOR shall maintain a 24-hour telephone answering service for the purpose of receiving County messages in an efficient and timely manner. CONTRACTOR shall respond to all messages regarding incomplete or defective work and shall complete all remedial work within 24 hours after receiving the County's message.

A.4.2 If the CONTRACTOR does not complete remedial work within 24 hours, the CONTRACTOR shall be subject to deductions for the value of work not performed in accordance with the Agreement.

A.4.3 Failure to correct the problem within the time frame shall result in a liquidated damages deduction of 2% of the monthly bill for each occurrence.

A.4.3.1 In addition, if CONTRACTOR fails or refuses to perform any part of work required by the Agreement within the response time, the County may contract with another outside source or may use County personnel to perform that work. County may deduct all additional costs of any such work from the monthly amount due to the CONTRACTOR after first deducting the appropriate amount for the value of work originally not completed under the Agreement.

A.5 **EMERGENCIES**

A.5.1 CONTRACTOR shall notify the County immediately, or as soon as possible, upon discovering significant leakage from any fixture, major electrical hazard, or any other building condition, which could cause serious damage or harm to persons or property and should be repaired or mitigated immediately to stop or prevent damage from occurring. The County shall provide the CONTRACTOR with emergency telephone numbers for the facility.

A.5.2 CONTRACTOR shall report finding any broken fixture or any other building problem that requires maintenance or repair to the County within 24 hours. This includes any broken or malfunctioning product dispensers. Failure to provide the County with timely notification of such problems may cause the CONTRACTOR to be liable for any damages incurred for failure to report.

A.6 **SAFETY AND PRODUCT CONTROL**

A.6.1 CONTRACTOR shall provide the County Sheriff's Office a current Material Safety Data Sheet (MSDS) binder, which includes MSDS sheets on ALL products used by the CONTRACTOR in the provision of services required by the Agreement.

A.6.2 CONTRACTOR shall provide all required MSDS information in an appropriate binder or folder at each storage closet or location in which such chemicals or products are kept and are to be used during the performance of work required by the Agreement.

A.6.3 CONTRACTOR shall be responsible for payment of any and all fees required by the Monterey County Environmental Health Department relating to the storage of hazardous materials on-site. No additional compensation shall be allowed for such fees.

A.6.4 CONTRACTOR shall ensure all chemicals and products to be used shall be pre-approved by the County Sheriff's SSC.

A.7 **REPORTING**

A.7.1 The monthly inspections shall occur on a regular schedule as agreed upon between the COUNTY and the CONTRACTOR. CONTRACTOR shall submit quality assurance reports on a quarterly basis to track quality control. These

reports shall be submitted every third month at the time of the monthly inspection. These reports shall contain a brief summary of the results of all inspections and a description of all supply expenditures.

A.8 **COMPLAINTS**

A.8.1 All complaints by inmates and staff will be submitted in writing to County Sheriff's Office SSC. Complaints about CONTRACTOR shall be forwarded in writing to CONTRACTOR management. CONTRACTOR shall have five (5) business days in which to present a written response detailing the solution to the problem.

EXHIBIT B

FOOD OPERATIONS SCOPE OF SERVICES

B.1 CONTRACTOR STAFF REQUIREMENTS

B.1.1 CONTRACTOR shall, under the direction of County Sheriff's Office Support Services Commander (SSC), provide appropriate personnel to manage and operate the County's Jail Food Services Operation in its adult detention facility.

B.1.2 CONTRACTOR shall notify County SSC during the term of the AGREEMENT prior to the transfer and/or removal of any CONTRACTOR manager and County shall have the right to approve the manager replacement.

B.1.3 CONTRACTOR shall work with the County SSC to develop, establish and maintain the staffing work schedule.

B.1.3.1 The staffing schedule is subject to approval by County, and any subsequent reductions in the personnel or change to the number of hours staffed for each location are to be approved by County in writing.

B.1.4 Whenever inmate workers are scheduled, a minimum of 2 County cooks shall also be scheduled.

B.1.5 CONTRACTOR TRAINING REQUIREMENTS

B.1.5.1 CONTRACTOR shall provide its employees with training in accordance with American Correctional Association (ACA) standards and California Title 15 Regulations (Minimum Standards for Local Detention Facilities).

B.1.5.2 CONTRACTOR staff shall be required to an employee orientation class covering County Sheriff's Office rules and regulations and training on inmate supervision.

B.1.5.3 CONTRACTOR shall provide a "Serve-safe" certification training program or an equivalent type program for the inmates working in the kitchen.

B.1.6 CONTRACTOR UNIFORM REQUIREMENTS

B.1.6.1 CONTRACTOR'S employees providing services shall be properly attired in a standard uniform so as to be easily discernible from inmate workers.

B.1.6.2 CONTRACTOR shall adopt adequate safeguards to ensure all uniforms are inventoried and stored in areas not accessible to inmates.

B.2 CONTRACTOR MEAL REQUIREMENTS

B.2.1 CONTRACTOR shall provide nutritious meals to inmates three (3) times per day, seven (7) days per week, three hundred sixty-five (365) days per year and three hundred sixty-six (366) days during leap years.

B.2.1.1 The daily calorie requirements for adult inmates shall be in compliance with the USDA guidelines as per Section B.2.2 above and shall not exceed 2900 calories per day. CONTRACTOR shall supply to every inmate on the County jail premises three meals per day. Dinner is always to be a hot meal. Breakfast and lunch can both be cold meals (7 days per week).

B.2.2 CONTRACTOR and CONTRACTOR'S staff shall remain compliant within the standards and guidelines of California Code of Regulations (CCR), Title 15, Division 1, Chapter 1, Sub-chapter 4, Article 12 (Reference: <https://oal.ca.gov/publications>), the Dietary allowances outlined by the National Academy of Sciences Institute of Medicine, Food & Nutrition Board (Reference: <https://www.nal.usda.gov/fnic/dietary-reference-intakes>), and the ACA standards for food service in Adult and Juvenile Correctional Institutions ([ACA STANDARDS](#))

B.2.3 FOOD INVENTORY

B.2.3.1 One (1) entire weeks' worth of meals should be in inventory onsite at any given time.

B.2.3.2 CONTRACTOR will be required to continue to provide food service at no additional cost to County in the event of lock downs, riots, fire, power failure or other events that would cripple the normal operations of a detention facility. Therefore, at a minimum, CONTRACTOR shall isolate and maintain an on-premise inventory of food and water sufficient to prepare and serve three (3) days of scheduled meals under these circumstances in addition to the regular inventory requirement.

B.2.3.3 County shall provide an office for CONTRACTOR and some storage. CONTRACTOR is responsible for providing additional storage as needed. Additional storage methods must be approved by the County Sheriff's Office SSC.

B.2.4 MEAT POULTRY AND FISH REQUIREMENTS

B.2.4.1 No **pork** shall be served. Turkey substitutions are preferred for a healthier/low fat alternative.

B.2.4.2 CONTRACTOR must provide whole meat chicken (breast or leg and thigh combination) at least once a week. All **poultry** shall be at least USDA Grade B. Chicken quarters can be no less than 8 oz. raw weight. Legs or thighs must be 6 oz. minimum raw weight. Mechanically separated chicken (MSC) can be used in food preparation.

B.2.4.3 Frozen **fish and seafood** shall be a nationally distributed brand, packed under government inspection.

B.2.4.4 **Beef, veal and lamb** shall be ranked at a minimum as USDA Good.

B.2.4.5 The fat and/or soy content of all ground meat products to be used shall not be in excess of 20 and 6 percent respectively. All breaded meat, poultry and fish products shall have a product weight of 3 oz. before breading. Meat blends (i.e., beef and turkey) shall be of equal proportions.

B.2.5 BAKERY PRODUCTS REQUIREMENT

B.2.5.1 Day-old breads may be purchased but must be used within 48 hours or frozen until the time of use.

B.2.6 AUXILLARY MEALS

Upon written authorization from County Sheriff's Office SSC, CONTRACTOR shall provide food for visitors and other special functions hosted by County's Sheriff. The costs for such meals shall be based on an actual cost plus a mutually agreed upon percentages defined in the Pricing section of the AGREEMENT.

B.3 CONTRACTOR MENU REQUIREMENTS

B.3.1 CONTRACTOR shall provide all menus and menu preparation.

B.3.2 Menus shall be planned at least one month in advance of their use and all menus shall be approved and certified by CONTRACTOR'S registered dietitian before being used and as adjusted for age, sex and activity.

B.3.2.1 Menus should reflect the tastes of the inmate population and provide an appropriate variety of foods to improve overall satisfaction (current population of the Monterey County Jail currently is approximately: Males – 71% Hispanic, 20% White, and 6% Black and 3% Other, Females – 52% Hispanic, 37% White, 8% Black and 3% Other).

B.3.3 Special Menus:

B.3.3.1 Therapeutic or Special Diets: When medically authorized, CONTRACTOR shall develop additional recipes when necessary to accommodate these circumstances. Therapeutic or special diets shall be prepared and served to inmates according to the orders of the attending physician or dentist, or as directed by the responsible health authority.

B.3.3.2 Special diets shall be verified by CONTRACTOR'S registered dietitian.

B.3.3.3 All therapeutic and special diets shall be billed in the same amount as the regular inmate meal.

B.3.3.4 Vegetarian Diets: Vegetarian shall be pre-approved by the SSC are to be provided in the same manner as prescribed above at the same cost per meal proposed.

B.3.3.5 Religious Diets: Religious diets shall be pre-approved by the SSC and will be submitted in writing to CONTRACTOR. Religious diets should be simple and conform as closely as possible to the food served to other inmates.

B.3.3.6 Medical Diets: Medical diets shall be pre-approved by the Jail SSC and will be submitted in writing to CONTRACTOR. Medical diets shall conform as closely as possible to the food served to other inmates.

B.3.4 **Menu Certification:** CONTRACTOR'S dietician is required to submit, at a minimum, weekly cycle menu certification summary listing all RDA vitamins and nutrients as well as cholesterol, sodium and fiber contents as per California Code of Regulations, Title 15.

B.3.5 **Holiday Meals:** Special meals shall be served on Thanksgiving Day and Christmas Day and Ramadan.

B.3.6 **Menu Posting:** The menu shall be posted in the kitchen and the office of County Sheriff's Office SSC one (1) week in advance of its use.

B.3.7 **Menu Substitutions/Changes:** CONTRACTOR shall maintain a log detailing all full or partial menu substitutions. The reasons for temporary changes or last-minute substitutions shall be submitted to County Sheriff's Office SSC immediately and are subject to County approval.

B.3.7.1 Permanent changes in the planned menu must be approved by both CONTRACTOR'S registered dietician and by County prior to implementation and shall be noted in writing on the menu in the kitchen. A copy of the final updated menu shall be submitted to the County Sheriff's Office SSC. CONTRACTOR'S registered dietitian shall certify that all substitutions in the menu are of equal nutritional value as the original menu item being substituted.

B.3.8 **Records:** Documentation of all menus as they are actually served shall be maintained by CONTRACTOR (for life of contract and two (2) years after contract termination) as verification of providing a nutritionally adequate diet.

B.3.9 MEAL TRANSMISSION FORM

B.3.9.1 CONTRACTOR shall prepare a Meal Transmission Form for breakfast, lunch and dinner daily that includes a meal quality assessment section where the officer-in-charge is to evaluate the meal (for such factors as appearance, taste, temperature, correct portion sizes, completeness of tray, adherence to menu and overall acceptance by the inmates, etc.), note significant inmate comments and provide any other pertinent information which would be helpful in determining if all or portions of that meal can continue to be successfully served. Space for the officer's name and signature is to be provided. These forms are to be maintained by CONTRACTOR and are to be readily accessible to the officer-in-charge

B.3.10 MINIMIZE SPOILAGE/WASTE

B.3.10.1 Recipes, menus, and production should all be designed to minimize the risk of spoilage and waste. This shall include properly covering cold and hot food trays during transport.

B.3.10.2 **Unused Sack Lunches:** All sack lunches shall be date-stamped for the day on which they are prepared. After 48 hours, assuming proper refrigeration, all unused sack meals shall be discarded. Components of lunches still unopened in the manufacturers sealed packaging may be reissued provided the expiration date has not been exceeded.

B.3.11 SUPPLEMENT MEALS

When requested to do so and as approved by County, CONTRACTOR is to provide specified nutritional supplements. Such supplements may be billed to County at CONTRACTOR'S cost plus the mutually agreed upon markup as shown in this AGREEMENT Pricing Sheet.

B.4 QUALITY ASSURANCE

B.4.1 **STANDARD INSPECTIONS:** CONTRACTOR shall obey all federal, state and local laws and ordinances regarding health, sanitation, fire and safety. CONTRACTOR shall be subject to inspections in the kitchen by County's Health Department, State/Local Fire Marshall, Corrections Standards Authority, and others, and shall be responsible for ensuring that all such inspections are successfully completed.

B.4.2 **FOOD QUALITY ASSURANCE:** CONTRACTOR shall adhere to food service industry practices, generally accepted "Best", as well as all State and County Health Department requirements. For assurance purposes, CONTRACTOR shall have developed and shall adhere to a Hazard Analysis & Critical Control Points (HACCP) Plan as per the U.S. Food and Drug Administration's HACCP standards and guidelines <https://www.fda.gov/food/guidance-regulation-food-and-dietary-supplements/hazard-analysis-critical-control-point-haccp>

- B.4.3 PORTIONS: All meal portions shall be stated on the menus indicating the measurement (in ounces, pounds, cups, tablespoons, etc.) and quantity, including the number and portion size of each condiment package/serving for each meal when applicable. Meat portions in casserole or combination dishes must be listed.
- B.4.4 CONTRACTOR shall provide for the correct handling, prompt storage and rotation/issue of food items purchased for use in County's adult jail facility. All purchased and prepared products must be clearly identified and display the date received/stored. Frozen products with regards to what foods can be frozen and for how long shall adhere to the FDA's Freezing and Food Safety.
(Reference: <https://www.fsis.usda.gov/food-safety/safe-food-handling-and-preparation/food-safety-basics/freezing-and-food-safety>)
- B.4.5 SURPLUS FOOD: A four (4) month estimate of surplus food usage must be submitted to County's Support Services Commander no later than the fifteenth of November, March and July each year for purposes of ordering (dates subject to change).

B.4.5.1 CONTRACTOR shall pay County, in the form of a credit against meal charges, the State of California approved wholesale value of the surplus commodities. Shipping/handling fees incurred for picking up and transporting the surplus foods will be the responsibility of CONTRACTOR. CONTRACTOR will submit copies of its commodities receipts (if received during that period) and CONTRACTOR prepared inventory/period usage report (showing beginning inventory, receipts, usage and ending inventory along with the State of California approved wholesale value (by item and extended) to the designated Commander with its billing to County. In the event that CONTRACTOR receives spoiled commodities, the responsible State of California agency is to be notified and disposition handled in accordance with their instructions. Copies of all disposition records are to be forwarded to County Sheriff's Office SSC in order for a credit to be made to CONTRACTOR'S commodity usage records.

B.5.5.2 At the present time, Federal Government sponsored surplus commodities are not being made available for correctional institutions. In the event that they should, it is to County's fiscal advantage that CONTRACTOR uses its best efforts to maximize the use of Federal Government Surplus Commodities. Subject to availability and the provisions within this RFP, CONTRACTOR shall provide for the utilization of federally supplied commodities which shall be strictly accounted for and used only for the benefit of County's adult inmate food service operation to the maximum extent allowed. The liability for proper use and accountability for these commodities shall be the responsibility of CONTRACTOR. Surplus food must be ordered, received, stored and accounted for in accordance with State of California procedures CONTRACTOR will submit its quarterly orders to the designated County Commander for review and approval prior to forwarding to the State no later than the time and date specified.

B.5 MEAL DELIVERY

- B.5.1 MEAL DELIVER SCHEDULE: Breakfast is served at approximately 4:00 a.m.; and Sack lunches are picked up for distribution at approximately 10:45 a.m.; and Dinner is served at approximately 4:00 p.m.
- B.5.2 CONTRACTOR shall provide and maintain trays and lids for meals. All trays and lids must be approved by the County Sheriff's office SSC prior to use.

B.6 COUNTY RESPONSIBILITY FOR EQUIPMENT & SUPPLIES

- B.6.1 County shall provide all utilities necessary for the performance of the food service operation.
- B.6.2 County shall notify CONTRACTOR of scheduled interruptions in water, electricity, gas, heat, air conditioning or phone services. County will restore services as quickly as possible following an interruption.
- B.6.3 County shall provide two (2) master telephone lines (no extensions) in the food service office of the kitchen for local calls. CONTRACTOR shall be responsible for additional lines, long distance, or additional telephone features.
- B.6.4 County shall provide office space for CONTRACTOR personnel. In addition, County will provide the following furniture: two (2) desks, two (2) file cabinets and four (4) chairs. CONTRACTOR shall provide any other furniture and/or equipment for the office.
- B.6.5 County shall provide a minimum of four (4) employee lockers located in the cook's office of the kitchen. CONTRACTOR and/or contract employees shall supply locks.
- B.6.6 County shall provide services to maintain and recharge all fire extinguishers and fire systems, including the hood suppression system.
- B.6.7 County shall not be responsible for food spoilage should freezers or refrigerators fail and will not be responsible for replacing any food should such a failure occur.

B.7 CONTRACTOR RESPONSIBILITY FOR EQUIPMENT & SUPPLIES

- B.7.1 CONTRACTOR shall be responsible for replacing any and all spoiled items should refrigeration and/or freezer equipment fail.
 - B.7.1.1 CONTRACTOR shall report any and all noticed maintenance deficiencies to County Sheriff's Office SSC, orally immediately and in writing within 48 hours.
- B.7.2 DOCUMENTATION: CONTRACTOR shall manage and document all equipment maintenance contracts and scheduled service visits, including repair work needed and performed for each piece of equipment listed in the table below

and for all newly purchased equipment during the term of the AGREEMENT. The County reserves the right to audit these records at any time and/or request written Equipment Maintenance and Repair Reports quarterly or bi-annually (however CONTRACTOR must maintain records for contract term and two (2) years after contract termination).

B.7.3 REPAIR COSTS: CONTRACTOR shall be responsible for routine repair or replacement of necessary kitchen equipment listed in Table B.7.4 in an amount not to exceed \$150,000.00 during each County fiscal year (July 1st – June 30th) (Prorated if contract does not start July 1st). Should CONTRACTOR not expend said money during fiscal year, the unexpended amount shall be credited back to the COUNTY against the last billing by CONTRACTOR of the fiscal year. CONTRACTOR shall not receive credit for the costs of a routine repair to or replacement of equipment until full remittance has been made by CONTRACTOR to the vendor for the item or service provided. Upon termination of contract, CONTRACTOR will return any unexpended funds to the COUNTY. Purchased equipment to become property of the COUNTY upon termination of five (5) year contract.

B.7.4 EQUIPMENT LIST FOR CONTRACTOR PROVIDED PREVENTATIVE MAINTENANCE

.Number	Equipment	Location
1	Walk in Cooler/Freezer	Bakery
1	Floor Mixer	Bakery
1	Rack Proofer	Bakery
7	Double Convection Oven	Main Kitchen
3	Steam Kettles Cleveland	Main Kitchen
2	Tilt Skillet	Main Kitchen
1	Large Floor Mixer	Main Kitchen
1	Six (6) Burner Range Gas	Main Kitchen
1	Flat Top Grill Vulcan Gas	Main Kitchen
1	Dish Machine Hobart	Main Kitchen
1	Large Walk in Cooler	Main Kitchen
1	Walk in Dairy Cooler	Warehouse
1	Walk in Produce Cooler	Warehouse
1	Walk in Freezer	Warehouse
1	Walk in Cooler/Freezer	Officer's Dining Room
1	Diet Walk in Cooler	Officer's Dining Room

B.7.5 INVENTORY: CONTRACTOR and County shall jointly inventory annually, all capital equipment and County-owned cooking and serving utensils under CONTRACTOR’S direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made.

CONTRACTOR shall be liable for the replacement cost for all unaccounted items.

B.7.5.1 CONTRACTOR shall purchase all replacement cooking and serving utensils, at its own expense, to efficiently serve no less than 125% of the average inmate population. CONTRACTOR shall purchase and maintain in good working order an adequate supply of kitchen utensils (e.g., pots, pans, cooking sheets, spoons, ladles, secured knives,) throughout the term of the AGREEMENT. Additionally, CONTRACTOR shall provide and maintain a soup pot, coffee and beverage equipment, and microwave for the staff dining room. All kitchen utensils purchased by CONTRACTOR for use during the term of the AGREEMENT become the property of County. CONTRACTOR and County shall inventory Kitchen utensils quarterly.

B.7.6 SHARP ITEMS: CONTRACTOR shall implement a checkout/check in log procedure for sharp utensils. CONTRACTOR will provide and utilize a locked shadow board for the secure storage and quick inventory of knives, meat forks, and other sharp or pointed utensils. All sharp instruments must be accounted for prior to the end of an inmate worker shift. County reserves the right to enter the kitchen and inventory all such items at its discretion. Any missing items shall be reported to County Sheriff's Office SSC or sergeant in charge immediately orally, and to County Sheriff's Office SSC within 24 hours in writing.

B.8 CONTRACTOR CLEANING AND SANITATION REQUIREMENTS

B.8.1 CONTRACTOR is responsible for the day-to-day cleanliness and periodic major cleaning of the entire kitchen area, including walk-in refrigerators, storerooms, freezers, employee offices, staff dining room and patio, loading dock, the area around the garbage dumpster and the hallway leading up to door 232, and daily sanitizing of dishwashing machines. CONTRACTOR shall provide and replace all sanitation and janitorial equipment used for cleaning and sanitation of the kitchen and dining areas designated above.

B.8.2 CONTRACTOR shall be responsible for the cleaning and removal of grease from grease traps and tallow removal at CONTRACTOR'S sole expense. CONTRACTOR may use vendors who already contract with County to perform similar services.

B.8.3 CONTRACTOR shall supply garbage cans, plastic liners, and garbage transporting carts. CONTRACTOR shall remove all trash to the assigned dumpster a minimum of twice a day. CONTRACTOR shall be responsible for policing this area in a neat, sanitary condition at all times. When practical to do so, all garbage must be broken down or reduced in size so as to minimize the amount of space needed in the dumpster. County will pay for garbage removal service.

B.8.4 CONTRACTOR shall be responsible for steam cleaning the hood ventilation and stack system twice annually at his or her own cost.

B.8.5 **EXTERMINATION SERVICE:** CONTRACTOR shall be responsible for the cost and implementation of a regular monthly program for the extermination of rodents, vermin and other unsanitary vectors in the kitchen and warehouse/storage areas assigned to the CONTRACTOR. All extermination, cost and implementation reports will be forwarded to County Sheriff's Office SSC upon request.

B.8.6 CONTRACTOR shall supply hand soap, eye wash stations, paper towels and toilet tissue for all staff restrooms and maintain hand washing sinks per Health Department requirements in the kitchen and food staging area.

B.8.7 CONTRACTOR shall be responsible for keeping the load dock area clean and accessible.

B.9 **RECYCABLE REQUIREMENT:** CONTRACTOR shall participate in all County mandated recycling programs. Whenever possible and financially feasible to do so, CONTRACTOR is encouraged to implement and maintain its own recycling program. CONTRACTOR shall clean, crush, and/or break down recyclable materials as specified by the recycler.

B.10 **ENERGY CONSERVATION REQUIREMENTS**

B.10.1 When the kitchen is not in use or when food preparation is at a minimum, CONTRACTOR shall assume maximum utility/energy cost conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy-consuming items. Additionally, CONTRACTOR shall be responsible for turning off all nonessential equipment in areas that are not being used.

B.10.1.1 CONTRACTOR shall be liable for the deliberate and/or neglectful use of utilities for all equipment and/or facilities under its direct control. After receipt of two written warnings within a single calendar year, CONTRACTOR shall be required to pay County a penalty of \$500 per day until such practices have been curtailed. Penalty may be deducted from CONTRACTOR's regular service pay.

B.11 **TECHNOLOGY**

B.11.1 Any and all software or hardware need to be installed within County's network it must be pre-approved by County Sheriff's Office SSC/County ITD.

B.11.2 CONTRACTOR shall provide system training to County personnel on use and reporting capabilities as well as on administrative settings.

EXHIBIT C

COMMISSARY MANAGEMENT SCOPE OF SERVICES

C.1 GENERAL REQUIREMENTS

- C.1.1 A variety of commissary items shall be made available to order by inmates at least once per week (more than once if all orders are not filled).
- C.1.2 CONTRACOTR shall establish, manage and administer inmate accounts managed and administered for which inmates pay for their items.
- C.1.3 CONTRACTOR shall propose a commissary system that includes multiple mechanisms for crediting inmate accounts, to include the ability of outside sources such as an inmate's family or friends to credit an inmate's account.
- C.1.4 Deliveries to the inmates shall normally be the next day after the order has been placed (or same day if possible).

- C.2 **ORDER PROCESS:** Contractor shall propose and ordering process for inmate commissary orders.

C.3 COMMISSARY ITEMS

- C.3.1 CONTRACTOR shall make available for purchase, commissary items including but not limited to hygiene products, writing materials, games, snacks, candies, and a limited selection of clothing items.
 - C.3.1.1 Items offered in the Commissary must meet the following specifications:
 - a. Food items shall be wrapped/packaged and dated for individual consumption; and
 - b. All containers shall be made of non-breakable material and clear where available; and
 - c. Combs shall be made of non-breakable plastic no longer than six (6) inches; and
 - d. All consumable products shall be nonalcoholic (mouthwash, etc.)

- C.3.2 No item may be deleted, or have a change in brands, packaging, pricing or sizes without mutual written agreement between County and CONTRACTOR. CONTRACTOR reserves the right to determine the final retail selling prices to the inmates.

C.4 INVENTORY

- C.4.1 CONTRACTOR shall maintain sufficient stock levels in order to limit shortages. CONTRACTOR shall not substitute and should have an order fill rate of greater than 98%. The population of County's adult detention facility is not static and changes very rapidly. The County requires a greater than 98% completed order percentage to reduce the number of credits and accounting problems.

C.4.1.1 CONTRACTOR is responsible for providing additional storage as needed. Additional storage methods must be approved by the County Sheriff's Office SSC.

C.4.1.2 After an initial start-up (3 month) period, failure to maintain a greater than 98% completed order percentage on an average basis could be cause for penalty and/or termination.

C.4.2 County shall provide an office for CONTRACTOR and some storage. All potential storage space will be shown during the Site Tour. Storage space may be subject to a rental fee paid by CONTRACTOR to County. This item shall be negotiated at the time an AGREEMENT award is announced.

C.4.3 INMATE CREDITS

C.4.3.1 When an inmate is released prior to receiving an order, a credit shall be issued to their inmate account. This credit may be refunded at a later date depending on the circumstances.

C.4.3.2 CONTRACTOR shall propose a method of handling "restocking" for items that have been ordered but were not received because the inmate was released.

C.4.3.3 CONTRACTOR shall provide debit/prepaid cards to inmates upon release (with the balance of their accounts).

C.4.4 COMPLAINTS AND DISPUTES

C.4.4.1 CONTRACTOR agrees to deal with any complaints and/or disputes within 10 days and provide a report to the SSC detailing the resolution.

C.5 SYSTEM REQUIREMENTS

C.5.1 CONTRACTOR shall propose a computerized Software System for managing and processing inmate accounting/banking, commissary ordering and inventory.

C.5.1.1 The system proposed shall be fully compliant with the Federal Accounting Standards Advisory Board's (FASAB) Generally Accepted Accounting Principles (GAAP).

C.5.1.2 Any proposed networked hardware or local software installations will require the approval of Sheriff's Information Services Unit. System must be capable of being used by multi-users (SSC/Deputies and other jail staff).

C.5.2 CONTRACTOR shall propose a system that incorporates the following transactions to inmate trust accounts:

C.5.2.1 Debit and credit capabilities

C.5.2.2 Easy to operate commissary order entry method

C.5.2.3 Telephone ordering

C.2.3.4 Ability for County to review an inmate's order at any given time.

C.2.3.5 Ability for County to run Excel reports at any given time

C.2.3.6 Suspend and restrict ordering and deduct restitution.

C.5.3 The proposed system shall provide a complete audit trail on all transactions.

C.5.4 The proposed system shall be capable of customizing user privilege and access levels, and will provide for individual user logins, encrypted passwords, and integrated back-up utilities. Security settings shall be capable of modification by County administrators without vendor involvement.

C.5.5 The user interface for the system shall be offered in both the English and Spanish language.

C.6 **HARDWARE/SOFTWARE**

C.6.1 All hardware/software upgrades shall require 48 hours' notice and shall be performed after 1600 hours Monday thru Thursday.

C.6.2 County has a well-developed infrastructure for networking, data communications and general automation technology. It is highly desirable that the proposed software function effectively within the existing environment for network processing, security and system administration. Should software or hardware need to be installed it must be preapproved by County's Information Technology to ensure proper integration with existing technology platforms.

C.6.3 For any and all hardware/software installations it is assumed by County that the proposed solution is 100% compatible with our existing environment unless the vendor specifically explains any exceptions or qualifications.

C.6.4 CONTRACTOR shall cooperate fully with County regarding interfaces to the Jail Management System (currently TracNet), Inmate Telephone System, tablet based ordering system (currently Telmate/GTL) and other system(s) the County deems will need to interface to improve operations of the jail.

C.7 **COMMISSION STRUCTURE REQUIREMENTS**

C.7.1 Commissions shall be paid monthly.

C.7.2 County shall receive monthly commissions from CONTRACTOR based on monthly net sales less any refunds, allowances, or adjustments for return services. Net sales are defined as gross sales less any applicable sales tax and items sold at or near costs (i.e., stamps, stamped envelopes).

C.7.3 CONTRACTOR'S system shall provide consistent sales records that support the calculation of commissions and such records shall be fully accessible to County at any time.

ATTACHMENT C: LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy,” adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify it meets the definition of “Local Vendor” as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy shall so certify in writing herein that they meet all the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <https://www.co.monterey.ca.us/home/showdocument?id=22313>

County shall not be responsible for, or required to verify, the accuracy of any such certifications and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business that falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference that desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one for a business to be considered local):

Select that which is applicable to your business entity (at least one for a business to be considered local):

- It either owns, leases, rents, or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one (1) of the three (3) counties within the Area when the address is located in an unincorporated area within one (1) of the three (3) counties as defined as “Area”; and
- It employs at least one (1) full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the “Area”; and
- Its business has been in existence, in its current name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for proposals or request for qualifications or request for quotations for the County; or
- It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: "**Area**" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area"

On behalf of my business entity (i.e.; organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and DBA name if any):

Business Address:

City: _____ *State:* _____ *Zip Code:* _____

Signature of Authorized Representative: _____ *Date:* _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ *E-Mail:* _____

This form must be submitted within a bidder's proposal package for the County to apply the applicable local preference.

Bidders who do not qualify as a local business as per the policy should not submit this form.

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # **10788**
ISSUE DATE: REVISED – December 2, 2021



RFP TITLE: REVISED RFP 10788 – To Provide Food and Commissary Service

PROPOSALS ARE DUE IN THE OFFICE OF THE
CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON JANUARY 20, 2022

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING
OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Jaime Ayala, EMAIL ayalaj@CO.MONTEREY.CA.US, (831) 783-7047

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____