

## **AGREEMENT BETWEEN COUNTY OF MONTEREY AND ARAMARK CORRECTIONAL SERVICES, LLC**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Aramark Correctional Services, LLC, hereinafter referred to as "CONTRACTOR."

### **RECITALS**

WHEREAS, County has invited proposals through the Request for Proposals (RFP# 10538) to provide INMATE FOOD OPERATION SERVICES AND COMMISSARY SYSTEM GOODS AND SERVICES for the County of Monterey Adult Detention Facility, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

### **1.0 PERFORMANCE OF THE AGREEMENT**

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP# 10538 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10538. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix  
RFP # 10538; Addendum # 1  
RFP # 10538 dated July 2, 2015, including all attachments and exhibits  
CONTRACTOR'S Proposal dated August 11, 2015,  
Certificate of Insurance  
Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Appendix, RFP# 10538, Addendum #1, including

RFP # 10538  
INMATE FOOD OPERATION SERVICES AND  
COMMISSARY SYSTEM, GOODS AND SERVICES  
FOR THE COUNTY ADULT DETENTION FACILITY

All attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## 2.0 SCOPE OF SERVICE

- 2.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his 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.
- 2.2 The Scope of Services is attached hereto as the following:
  - 2.2.1 AGREEMENT ATTACHMENT A, CONTRACTOR GENERAL REQUIREMENTS
  - 2.2.2 AGREEMENT ATTACHMENT B, SCOPE OF SERVICES FOR FOOD OPERATION SERVICES FOR COUNTY ADULT DETENTION FACILITY and
  - 2.2.3 AGREEMENT ATTACHMENT C, SCOPE OF SERVICES FOR COMMISSARY SYSTEM, GOODS AND SERVICES FOR COUNTY ADULT DETENTION FACILITY

### **3.0 TERM OF AGREEMENT**

- 3.1 The initial term shall commence with the signing of this AGREEMENT through and including May 31, 2019, with the option to extend this AGREEMENT for two (2) additional one (1) year periods by mutual agreement of the parties.
- 3.1.1 Parties are not required to state a reason if they elects not to renew this AGREEMENT.
- 3.2 CONTRACTOR shall commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the anniversary date of this AGREEMENT in order to be considered.
- 3.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 3.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, with cause, with a thirty day (30) written notice.

### **4.0 COMPENSATION AND PAYMENTS**

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.1.1.1 EXHIBIT 1A PRICING FOR FOOD SERVICES
- 4.1.1.2 EXHIBIT 2A COMMISSION RATE SHEET
- 4.2 Prices shall remain firm for the first year of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.2.1 Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the AGREEMENT by an amount to be mutually agreed upon; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average ("CPI-U"), published by the U.S. Department of Labor. The period for determining CPI-U increases shall be January of the immediately preceding year to January of the then-current year (the "Base Period")
- 4.3 After the initial term of the AGREEMENT, negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later.

In no case will a discount be considered that requires payment in less than 30 days.

- 4.5 CONTRACTOR shall levy against County no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 Tax:  
4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.  
County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.
- 4.7 Material Adverse Change: The financial arrangements in this AGREEMENT are based on conditions existing as of the date the AGREEMENT is executed including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this AGREEMENT. If such conditions change due to causes beyond CONTRACTOR's control, including, but not limited to, a change in the scope of CONTRACTOR's services; menu changes; a decrease in the Facility's offender population or the availability of offender labor; efforts to organize labor; increases in food, fuel, equipment, utilities, and supply costs; federal, state, and local sales, and other taxes and other operation costs; a change in federal, state, and local standards, requirements recommendations, and regulations including any applicable child nutrition programs; or other unforeseen external market conditions outside CONTRACTOR's control, then CONTRACTOR shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, CONTRACTOR and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to CONTRACTOR's price per meal or commission, modifications to the menu or product offerings, changes to product pricing, or modifications to CONTRACTOR's scope of services.
- 4.8 Purchasing: The following language applies to meals provided to visitors, special functions and during emergencies and natural disasters (the "Special Services"), if any:  
  
CONTRACTOR shall purchase and pay for, as a direct cost, all food, supplies and services utilized in the Special Services. CONTRACTOR will credit local trade discounts to County's account. Cash discounts or discounts not exclusively related to CONTRACTOR's provision of the Special Services shall not be credited to County's account. In the event an affiliated company or division of Aramark furnishes products or ancillary services necessary to the efficient operation of the Special Services, charges to County for such products or ancillary services shall be competitive with the cost of obtaining such products or services from an independent source in the open market.
- 4.9 Financial Commitment. CONTRACTOR shall make a financial commitment to County in an amount up to \$205,000 (the "Financial Commitment). County agrees to invest the Financial Commitment in the eco-friendly dish machine, meal transport carts, and inmate

meal trays at the Monterey County Jail, as provided by Sections B1.14, B1.15 and B1.16 of the Agreement. Any equipment purchased by CONTRACTOR on County's behalf shall be purchased as a "sale-for-resale" to County. County of Monterey shall hold title to all such equipment upon such resale. The Financial Commitment shall be amortized on a straight-line basis over a period of five years, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse CONTRACTOR for the unamortized balance within 30 days of expiration or termination of the Agreement. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to CONTRACTOR.

## 5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Sheriff's Office at the following address:
- Monterey County Sheriff's Office Accounting Division  
1414 Natividad Road  
Salinas, Ca 93906  
Or electronically to the address below:  
MCSOSheriff.Fiscal@co.monterey.ca.us
- 5.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT is valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

## 6.0 STANDARD INDEMNIFICATION

6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 7.0 INSURANCE REQUIREMENTS

### 7.1 Evidence of Coverage:

7.1.1 Prior to commencement of this 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.

7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which 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 County's Purchasing Officer.

### 7.3 Insurance Coverage Requirements:

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

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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.

- 7.3.1.2 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 \$1,000,000 per occurrence.
- 7.3.1.3 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.
- 7.3.1.4 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, 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.

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this 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 this 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 this AGREEMENT.
- 7.4.2 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 this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 7.4.3 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) or its equivalent. The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99 or its equivalent. Blanket Additional Insured endorsement are also acceptable.

- 7.4.4 Prior to the execution of this 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 this 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 this AGREEMENT, which shall continue in full force and effect.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this 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 this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

## **8.0 RECORDS AND CONFIDENTIALITY**

- 8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.



8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.

8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

## 9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## 10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Non-Assignment: CONTRACTOR shall not assign this contract or the work

required herein without the prior written consent of County.

- 10.3 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

### **11.0 CONFLICT OF INTEREST**

- 11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.
- 11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

### **12.0 COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

### 13.0 DRUG FREE WORKPLACE

- 13.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

### 14.0 TIME OF ESSENCE

- 14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

### 15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

- 15.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.
- 15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **16.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT**

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

## **17.0 FORCE MAJEURE**

"Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

## **18.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE**

CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

## **19.0 EMERGENCY SITUATIONS**

CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available supplies, materials, equipment and/or services on a priority basis.

County expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

## **20.0 BACKGROUND CHECKS**

CONTRACTOR shall be required to obtain State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities. CONTRACTOR shall be responsible for the cost of these background check costs unless otherwise informed by County. In some circumstances, a specific County department may request that County Sheriff's Office perform the background checks.

All CONTRACTOR personnel who are designated to provide services at any of the County Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office specifically.

## **21.0 WARRANTY BY CONTRACTOR**

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. Time is of the essence of this AGREEMENT.

CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

## 22.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

**TO COUNTY:**

Contracts/Purchasing Officer  
County of Monterey, Contracts/Purchasing  
1488 Schilling Place  
Salinas, CA 93901  
Tel. No.: (831) 755-4990  
FAX No.: (831) 755-4969  
[derm@co.monterey.ca.us](mailto:derm@co.monterey.ca.us)

**TO CONTRACTOR:**

Vice President, Finance  
Aramark Correctional Services, LLC  
1101 Market Street  
Philadelphia, PA  
Tel. No.: (800) 777-7030  
[Burt-Peter@aramark.com](mailto:Burt-Peter@aramark.com)

## 23.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

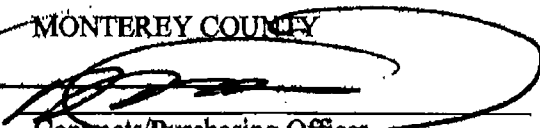
Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

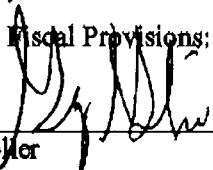
The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

**SIGNATURE PAGE, RFP #10538**

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

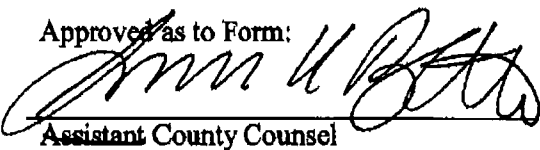
MONTEREY COUNTY  
  
Contracts/Purchasing Officer


Dated: 11/21/16

Approved as to Fiscal Provisions:  
  
Auditor/Controller

Dated: 10-27-16

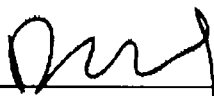
Approved as to Liability Provisions:  
\_\_\_\_\_  
Risk Management  
Dated: \_\_\_\_\_

Approved as to Form:  
  
Sr. Assistant County Counsel  
Dated: 10/25/16

CONTRACTOR  
By:   
Signature of Chair, President, or Vice-President

Mark R. Adams, Vice President Finance  
Printed Name and Title

Dated: 9/28/2016

By:   
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Robert T. Rambo, Assistant Secretary  
Printed Name and Title

Dated: 9/28/2016

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

**AGREEMENT ATTACHMENT A  
 CONTRACTOR GENERAL REQUIREMENTS**

**A.1 CONTRACTOR Requirements:**

ITEM #	ITEM	DESCRIPTION
A.1.1	<b>AREA SUPERVISOR</b>	CONTRACTOR shall ensure that a competent Food Service Manager is assigned to handle all matters pertaining to day-to-day operations within their assigned work areas between 3am – 7pm, seven (7) per days per week and available to County 24-hours a day.
A.1.1.1		County shall notify Area Supervisor of all quality concerns and the Area Supervisor shall respond to County within three (3) hours.
A.1.2	<b>PERSONNEL</b>	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.1.2.1		All work pertaining to the Agreement shall be performed by personnel whom CONTRACTOR directly employs and/or supervises. The parties agree that for the food services, CONTRACTOR will utilize cooks employed by County and inmate labor, as agreed by the parties
A.1.2.2		CONTRACTOR shall ensure that all CONTRACTOR personnel have sufficient levels of training and general job experience to perform all tasks outlined in the Agreement.
A.1.2.3		All CONTRACTOR personnel designated to work in County facilities shall have the ability to read and/or follow written and verbal instructions.
A.1.2.4		CONTRACTOR shall ensure that at least 33% of their employees shall be able to speak and understand English sufficient to communicate with others when required in the performance of their job duties.



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A.1.2.5		CONTRACTOR shall not assign any personnel who are an immediate family member of a County employee, unless expressly approved by County.) Immediate family member" shall mean a spouse or a person who is within two degrees of consanguinity of the employee or employee spouse.
A.1.2.6	<b>COUNTY MAINTENANCE WORKERS</b>	CONTRACTOR may utilize County maintenance personnel for minor electrical and equipment repairs. The decision to repair or not repair rests solely with the County.
A.1.3	<b>ID BADGES</b>	County shall pay for the cost of badges at the beginning of the Agreement (within the first 30 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.1.3.1		CONTRACTOR and CONTRACTOR'S employees shall display their identification badge at all times while working in County facilities.
A.1.3.2		If the CONTRACTOR or CONTRACTOR'S employees fail to display the proper identification, County may require them to leave the facility immediately. <i>Services that are not performed as a result may be subject to deductions to be taken from the next submitted invoice.</i>
A.1.3.3		If any of the CONTRACTOR'S employees cease to work in County facilities, the CONTRACTOR shall immediately return the employee's badge to the County Sheriff's Office Support Services Commander (SSC).
A.1.4	<b>UNIFORMS AND PROTECTIVE GLOVES</b>	CONTRACTOR personnel designated to work in County facilities shall wear the necessary and appropriate uniforms and protective gloves as assigned by the CONTRACTOR and as approved by the County.
A.1.5	<b>BACKGROUND CHECKS</b>	Background check SHALL be completed prior to allowing an employee to begin work on County premises.
A.1.5.1		County shall pay for the cost of fingerprinting and background checks within the first 30 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.)

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A.1.5.2		CONTRACTOR shall have all employees fingerprinted and background checks initiated within 30 days from the start of the Agreement unless there are extenuating circumstances beyond the CONTRACTOR'S control. If such circumstances occur, the County shall be so advised in writing prior to the 25th day of the
		Agreement and a new deadline approved by the County. If the CONTRACTOR fails to have the designated employees processed within the time limit, payment for services rendered may be withheld.
A.1.6	<b>SECURITY</b>	CONTRACTOR shall notify County immediately regarding security issues.
A.1.6.1		County shall issue facility keys to CONTRACTOR and maintain a log of keys issued. 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.1.6.2		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.
A.1.7	<b>LOCKED DOORS/ LOST KEYS</b>	CONTRACTOR and its employees shall be responsible for keeping closed and locked all internal doors in the assigned work area.
	A.1.7.1	Any County owned keys entrusted to CONTRACTOR must be accounted for at all times.
	A.1.7.2	<u>Lost keys are to be reported to County immediately.</u> Costs associated with keys lost by CONTRACTOR or CONTRACTOR'S staff, including new locks, will be the sole financial responsibility of CONTRACTOR.

**A.2 Work Schedule:**

A.2.1	<b>WORK SCHEDULE</b>	
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A.2.1.1		Within thirty (30) days of an executed Agreement, County shall furnish CONTRACTOR with a work schedule of the food operations. Thereafter, if CONTRACTOR desires to change the work schedule, CONTRACTOR shall provide County Sheriff's Office SSC with a proposed work schedule. The County shall ensure that County's employees and inmate labor utilized by CONTRACTOR in food services under the Agreement, comply with the agreed schedule.
A.2.1.2		County Sheriff's Office shall approve any schedule changes.

**A.3 Protection of Persons and Property:**

A.3.1	<b>PROTECTION</b>	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.3.2		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.
A.3.2		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 to the satisfaction of the County.

**A.4 CONTRACTOR'S Response Time:**

A.4.1	<b>RESPONSE TIME</b>	CONTRACTOR shall provide the secondary number for the purpose of receiving County's messages in an efficient and timely manner. If CONTRACTOR's Area Supervisor cannot be reached before 7 A.M. or after 7 P.M. the County shall call the secondary number provided by the Contractor. 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.4.1.1		If CONTRACTOR does not complete remedial work within 24 hours, CONTRACTOR shall be subject to deductions for the value of work not performed in accordance with the Agreement.

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A.4.1.2		Failure to correct the problem within the time frame specified in paragraphs may result in a liquidated damages deduction of 2% of the monthly bill for each occurrence.
A.4.1.3		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 Notification of Problems or Emergencies:**

A.5.1	<b>PROBLEMS AND EMERGENCIES</b>	County shall provide the CONTRACTOR with emergency telephone numbers for the facility.
A.5.2		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.
A.5.3		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.5.3		When a requirement is identified for an additional service that is not otherwise specified under the Agreement, or if an emergency requirement for additional services occurs, the County Sheriff's Office SSC shall coordinate directly with the CONTRACTOR.

**A.6 Safety and Product Control:**

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A.6.1	<b>SAFETY AND PRODUCT CONTROL</b>	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. In addition, the 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.6.2		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.6.3		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.6.3.1	CONTRACTOR shall provide documentation regarding training provided to employees. Documentation can include sign-in sheet with training format or topics listed.
	A.6.3.2	Whenever possible, the CONTRACTOR shall provide chemicals in the neutral range of the pH scale. All chemicals and products to be used shall be pre-approved by the County Sheriff's SSC.
	A.6.3.3	All materials that are stored in a liquid state shall be stored on shelves not higher than three (3) feet above the floor. All products stored in secondary containers shall be properly labeled as to the contents.
	A.6.3.4	CONTRACTOR shall dispose of all unused products and empty containers as required by Federal, State and local laws and regulations. CONTRACTOR shall provide the County with documentation of proper disposal of all products and containers used in the performance of services under the Agreement.

**A.7 Quality Control and Evaluation:**

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A.7.1		Verification of work shall be assured by on-site inspections and reports provided by CONTRACTOR'S Area Supervisor and County Sheriff's Office SSC. Specific inspection requirements and responsibilities shall be as follows:
	A.7.1.1	CONTRACTOR'S Food Service Manager shall perform an on-site inspection of each facility on a monthly basis for the first six months of the initial start date of the contract or more frequently as requested by County. The monthly inspections shall occur on a regular schedule as agreed upon between the COUNTY and CONTRACTOR. CONTRACTOR'S Area Supervisor shall perform an audit of each facility on a quarterly basis. 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.
		CONTRACTOR shall have 24 hours from the point of time contacted by the COUNTY to address and resolve any adverse
A.7.1.2		findings of inspections. At this point the COUNTY can exercise the right to perform another inspection of the facility. If facility cleanliness levels do not match the standards specified in the definition of terms, the COUNTY may withhold liquidated damages as defined in Section A.4.1.2.
A.7.1.3		CONTRACTOR's performance under the Agreement shall be subject to random audits. Such audits include the audit of financial performance, provided that COUNTY shall not conduct more than two (2) random audits per year, upon no less than 48 hours advance notice.

**AGREEMENT ATTACHMENT B  
 FOOD OPERATIONS SCOPE OF SERVICES**

**B.1 Staffing Requirements**

ITEM #	ITEM	DESCRIPTION
B.1.1	GENERAL CONDITIONS	CONTRACTOR shall provide supervisors and managers as necessary to operate and manage County's Jail Food Services Operation in its adult detention facility using County cooks and inmate labor.
B.1.2		CONTRACTOR'S managers shall work in conjunction with County Cooks under the direction of County Support Services Commander (SSC) to oversee the following services:
	B.1.2.1	Cooking as well as supervise inmate labor in the kitchen for dishwashing, portioning, pre-preparation of vegetables, cleaning, stocking, serving and other similar support services.
B.1.2	FOOD SERVICES MANAGER	CONTRACTOR shall provide a long-term on-site Food Service Manager, approved by the County, to be on site at a minimum of 40 hours per week and supervise the entire kitchen operations and create the staffing/scheduling for the operations.
	B.1.2.1	CONTRACTOR shall notify County during the term of the AGREEMENT prior to the transfer/removal of any manager and County shall have the right to approve the manager replacement.
B.1.3	STAFFING/ SCHEDULING	CONTRACTOR'S Food Services Manager shall be required to write and maintain the staffing work schedule. The staffing schedule shall be all inclusive; it shall list work schedules for County employees and inmate workers, CONTRACTOR'S Food Service Manager, and all other CONTRACTOR staff used during food service operations using the optimum number of employees to efficiently operate the facility. Initial 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 in order to be considered by County as in effect.
	B.1.3.1	The kitchen is open from 0300 hours until 1930 hours. Two County employee cooks shall be present during those hours.
	B.1.3.2	Whenever inmate workers are scheduled, a minimum of 2 County cooks shall also be scheduled.

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B.1.4	TRAINING REQUIREMENTS	CONTRACTOR shall provide its employees with training in accordance with American Correctional Association standards. Additionally, all CONTRACTOR staff will be required to attend, at CONTRACTOR'S expense, an employee orientation class
		covering County rules and regulations and training on inmate supervision.
	B.1.4.1	County reserves the right to prohibit the CONTRACTOR from using County facilities to train its staff for other area clients if it determines that such activity is detrimental to food and/or service quality.
	B.1.4.2	CONTRACTOR shall provide a "Servesafe" certification or other food service training certificate program as approved by Jail Captain for the inmates working in the kitchen.
B.1.5	UNIFORMS	At all times when onsite at County's jail facility, CONTRACTOR'S employees providing services for this AGREEMENT shall be properly attired in a standard uniform so as to be easily discernible from inmate workers. CONTRACTOR shall adopt adequate safeguards to ensure all uniforms are inventoried and stored in areas not accessible to inmates.
B.1.6	COMPLIANCE WITH REGULATIONS	CONTRACTOR shall comply with and ensure its employees comply with all applicable American Correctional Association (ACA) food service standards and California Title 15 Regulations (Minimum Standards for Local Detention Facilities).
B.1.7	EMPLOYEE REMOVAL	CONTRACTOR and CONTRACTOR'S employees providing services and/or goods per this AGREEMENT shall be required to comply with all County rules of conduct and dress concerning normal day-to-day operations. Should CONTRACTOR or CONTRACTOR'S staff fail to comply they may be asked to leave the premises and further action by County may be taken if there is a lapse or affect in services. CONTRACTOR shall be responsible for removing any of CONTRACTOR'S staff from County premises should County request it, for any reason.
B.1.8	NOTIFICATION OF CHANGE	CONTRACTOR shall notify County SSC, whenever an employee has been terminated, permanently transferred, or newly hired. Any scheduling updates shall be made immediately and shall be subject to County approval. CONTRACTOR has sole responsibility for returning to County an employee's security identification badge and ensuring employee has surrendered facility keys within twenty-four (24) hours of the employee's final shift.



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**B.2 Meal and Menu Requirements for Inmate Meals**

ITEM #	ITEM	DESCRIPTION
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.2.2	COMPLIANCE	With regards to all meals served and prepared, CONTRACTOR and CONTRACTOR'S staff shall remain compliant within the standards and guidelines of California Code of Regulations, Title 15, Division 1, Chapter 1, Sub-chapter 4, Article 12 ( <i>Reference: <a href="http://www.oal.ca.gov/ccr.htm">http://www.oal.ca.gov/ccr.htm</a></i> ), the Dietary allowances outlined by the National Academy of Sciences Institute of Medicine, Food & Nutrition Board ( <i>Reference: <a href="http://fnic.nal.usda.gov">http://fnic.nal.usda.gov</a></i> ), and the American Correctional Association (ACA) standards for food service in Adult and Juvenile Correctional Institutions ( <i>Reference: <a href="http://www.aca.org/standards/healthcare/Standards.asp">http://www.aca.org/standards/healthcare/Standards.asp</a></i> ).
B.2.3	GENERAL DAILY REQUIREMENTS	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.2.3.1	Inmates are taken by bus to courts and special medical appointments Monday through Friday.
	B.2.3.2	Inmates who depart from the premises before lunchtime shall have sack lunches provided which CONTRACTOR shall prepare in the morning to be sent with these groups when they leave the facility.
B.2.4	ADDITIONAL MEAT, POULTRY, AND FISH REQUIREMENTS	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.2.4.1	No <b>pork</b> shall be served. Turkey substitutions are preferred for a healthier/low fat alternative.
	B.2.4.2	Mechanically separated chicken (MSC) can be used in food preparation.
	B.2.4.3	Frozen <b>fish and seafood</b> shall be a nationally distributed brand, packed under government inspection.

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	B.2.4.4	Beef, veal and lamb shall be ranked at a minimum as USDA Good.
B.2.5	ADDITIONAL BAKERY PRODUCTS REQUIREMENTS	Day-old breads may be purchased but must be used within 48 hours or frozen until the time of use.
B.2.6	MENUS	CONTRACTOR is responsible for all menus and menu preparation. CONTRACTOR shall utilize a proven and established production system capable of delivering recipes, menus, and production sheets to the kitchen staff. Menus shall be planned <u>at least one month in advance</u> 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. 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 67% Hispanic, 21% White, and 9% Black and 3% Other).
	B.2.6.1	<b>Therapeutic/Special Menus:</b> Therapeutic or special diets shall be available to inmates upon medical authorization and 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. Such diets shall be verified by CONTRACTOR'S registered dietitian. All therapeutic and special diets shall be billed in the same amount as the regular inmate meal.
	B.2.6.2	<b>Menu Certification:</b> CONTRACTOR'S dietician is required to submit, at a minimum, weekly cycle menu certification summaries listing all RDA vitamins and nutrients as well as cholesterol, sodium and fiber contents as per California Code of Regulations, Title 15.
	B.2.6.3	<b>Holiday Meals:</b> Special meals shall be served on Thanksgiving Day, Christmas Day and Ramadan.
	B.2.6.4	<b>Menu Posting:</b> The menu shall be posted in the kitchen and the office of County SSC <u>one (1) week</u> in advance of its use.

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	B.2.6.5	<p><b>Menu Substitutions/Changes:</b> 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 SSC immediately and are subject to County approval. 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</p>
		<p>kitchen. A copy of the final updated menu shall be submitted to the County SSC. CONTRACTOR'S registered dietician shall certify that all substitutions in the menu are of equal nutritional value as the original menu item being substituted.</p>
	B.2.6.6	<p><b>Records:</b> Documentation of all menus as they are actually served shall be maintained by CONTRACTOR as verification of providing a nutritionally adequate diet.</p>
B.2.7	MEAL TRANSMISSION FORM	<p>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 as assigned by County for review at any reasonable time.</p>
B.2.8	MINIMIZE SPOILAGE/ WASTE	<p>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.</p>
	B.2.8.1	<p><b>Unused Sack Lunches:</b> All sack lunches shall be dated-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.</p>
B.2.9	SUPPLEMENT MEALS	<p>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.</p>

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B.2.10	VEGETARIAN DIETS	Chaplain or medical staff ordered religious and vegetarian diets and/or service (such as after sundown) are to be provided in the same manner as prescribed above at the same cost per meal proposed.
B.2.11	RELIGIOUS DIETS	Religious diets shall be pre-approved by the Jail Chaplain 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.2.12	MEDICAL DIETS	Medical diets shall be pre-approved by the Jail medical staff and will be submitted in writing to CONTRACTOR. Medical diets shall conform as closely as possible to the food served to other inmates.
B.2.13	FOOD INVENTORY ON-HAND	1 entire week's worth of meals should be in inventory onsite at any given time.
	B.2.13.1	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.2.14	STORAGE	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 SSC.

**B.3 Other Meals (Non-Inmates) and Emergency Situations:**

ITEM #	ITEM	DESCRIPTION
B.3.1	AUXILIARY MEALS	Upon written authorization from County 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.3.2	STAFF MEALS	At some point the County may elect to implement an Officer's Dining Room. At such time, CONTRACTOR and County shall negotiate the terms of the program.

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B.3.3	EMERGENCIES AND NATURAL DISASTERS	CONTRACTOR may be required to provide meals for emergency operations involving County law enforcement officials and staff during events such as, but not limited to, flooding, earthquakes and, aircraft disaster. 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.
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	B.3.3.1	In the event of an emergency situation County shall expect emergency deliveries to occur within 4 hours of order placement, and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.
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**B.4 Food Handling and Preparation Requirements:**

ITEM #	ITEM	DESCRIPTION
B.4.1	STANDARD INSEPCIONS	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, Board of State and Community Corrections, 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. <a href="http://www.fda.gov/Food/FoodSafety/default.htm">http://www.fda.gov/Food/FoodSafety/default.htm</a> .
	B.4.2.1	CONTRACTOR shall also utilize the Meal Transmission Form as described in Section B.2.7 herein to monitor and manage quality assurance of meals.

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B.4.3	FOOD HANDLERS CARDS/ MEDICAL EXAMS	CONTRACTOR will provide medical examinations as required by law and appropriate records for each employee will be kept on file by CONTRACTOR'S Food Service Director and open to inspection by County SSC. This includes a current food handler's card or Serve Safe Certification on file for all CONTRACTOR staff and management.
B.4.4	MEDICAL CLEARANCE	CONTRACTOR will require medical clearance for any employee to return to work after a three (3) day's absence for illness.
B.4.5	FOOD SAMPLES SAVED	CONTRACTOR shall save samples of all prepared foods for a period of not less than seventy-two (72) hours of its service for testing in the event of an outbreak of food poisoning. Samples must be clearly marked as to the dates and times of preparation, service and storage.
B.4.6	EMERGENCY SITUATION REPORTS	CONTRACTOR shall immediately notify County's on duty watch supervisor of any and all emergencies and/or incidents in the kitchen, inmate dining room or staff dining rooms and of any accidents involving CONTRACTOR personnel or inmate workers assigned to food service duties. A written report detailing the facts of the emergency must be submitted to County SSC within twenty-four (24) hours.
B.4.7	EMPLOYEE/INMATE WORKER PHYSICAL HEALTH	CONTRACTOR shall not permit employees or assigned inmate workers with communicable health problems (including open sores) to work. Inmates shall not be permitted to work in the kitchen until they have had a KP medical clearance.
	B.4.7.1	CONTRACTOR shall implement a <u>documented visual inspection program</u> to inspect the hands and face of each and every kitchen personnel present (both CONTRACTOR'S staff and inmate workers) prior to the start of each working shift. Any worker with suspicious symptoms must be directed to report to the current on-site medical provider and receive written clearance before being permitted to work again.
	B.4.7.2	CONTRACTOR shall immediately make a verbal report to County of any inmate worker injured while performing kitchen duties and written report shall also be submitted by CONTRACTOR to County of the incident.
B.4.8	CONDIMENTS	Condiments, such as salt, pepper, catsup, mustard, relish, and others must be in individual disposable packets/ containers and served on each inmate's tray at every meal when applicable.

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B.4.9	PORTIONING	CONTRACTOR shall be responsible for ensuring food portion control and shall have and follow its own written portioning and serving procedures so that each inmate receives no less or more than the portions specified on the menu. All food portion sizes shall be the cooked weight unless specifically identified as raw weight.
	B.4.9.1	<b>Documenting Portions:</b> All meal portions shall be stated on the menus indicating the measurement (in ounces, lbs, 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.4.9.2	<b>Special and Religious Meals:</b> CONTRACTOR shall actively supervise portioning for all therapeutic/special and religious meals.
B.4.10	REQUIRED ITEMS FOR KITCHEN WORKERS	CONTRACTOR shall supply aprons and disposable hairnets or hats and plastic gloves for use by County's corrections staff and the inmate workers.
B.4.11	NON DISPOSABLE STYROFOAM	CONTRACTOR shall not purchase nor use disposable Styrofoam containers of any kind. CONTRACTOR shall also procure items that are packaged using materials other than Styrofoam whenever possible. Currently Styrofoam is not recyclable within Monterey County so CONTRACTOR shall do its best to ensure it is not contributing Styrofoam materials to County's landfills. This requirement is in compliance with County's Climate-Friendly Purchasing Policy ( <i>Reference:</i> <a href="http://www.co.monterey.ca.us/admin/policies.htm">http://www.co.monterey.ca.us/admin/policies.htm</a> ).
B.4.12	FOOD STORAGE	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. ( <i>Reference:</i> <a href="http://www.fsis.usda.gov/factsheets/Focus_On_Freezing/index.asp">http://www.fsis.usda.gov/factsheets/Focus_On_Freezing/index.asp</a> )

**B.5 Meal Delivery:**

ITEM #	ITEM	DESCRIPTION
B.5.1	CURRENT MEAL DELIVERY 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.

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B.5.2	REPORT ALL ISSUES	CONTRACTOR shall report all significant and/or recurring food delivery/service problems encountered in transit or on the floors to County SSC immediately, both orally and in writing.
B.5.3	USE OF FOOD TRAYS AND LIDS	CONTRACTOR shall provide and maintain trays and lids for meals. All trays and lids must be approved by the County SSC prior to use.
	B.5.3.1	Food spills on the trays must be cleaned up prior to transport and service. CONTRACTOR shall assure that each inmate tray

		contains the specified portions of all menu items. CONTRACTOR will be held accountable for all inmate trays from the time it is prepared until the carts are picked up from the kitchen by custody staff.
	B.5.3.2	CONTRACTOR shall report any damages or deficiencies to the trays and/or lids to the County SSC immediately.
B.5.4	USE OF CARTS	CONTRACTOR shall provide and maintain all carts used for transport of meals and beverages by the inmate workers. CONTRACTOR shall ensure that carts are maintained and are at all times clean, safe, and in workable condition.
	B.5.4.1	All carts must be approved by the County SSC prior to use.
	B.5.4.2	CONTRACTOR shall inspect all carts before and after each meal service. CONTRACTOR shall report any damages or deficiencies to the cart to the County SSC immediately.
B.5.5	INMATE UTENSILS	Sporks are provided by County and are the only utensils served to inmates with meals.
B.5.6	FOOD TEMPERATURE	All chilled food shall be served at no more than 40 degrees F, and hot food at no less than 140 degrees F but no more than 180 degrees F.
B.5.7	THERAPEUTIC/SPECIAL MEALS	All therapeutic/special meals specified for service on trays shall be transported via insulated carriers. Meals for inmates who are contagious shall be served on disposable paper plates. After meals are eaten these paper plates are put directly into garbage bags.



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B.5.8	MEALS SERVED REPORT	<p>All report formats are subject to County approval. CONTRACTOR must submit daily and weekly reports to County of all meals served, tray and sack counts, cart and food temperature inspection logs, inventory check sheets, for the each week that passes. The report shall be organized per each housing unit and at a minimum shall include:</p> <ul style="list-style-type: none"><li>• The menu for the week that just past showing all daily meals which were served; and</li><li>• The number of trays or sack lunches served; and</li><li>• The number of trays served other than those originally ordered (callbacks).</li></ul>
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**B.6 Surplus Food:**

ITEM #	ITEM	DESCRIPTION
B.6.1		<p>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.</p>
	B.6.1.1	<p>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).</p>
	B.6.1.2	<p>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 SSC in order for a credit to be made to CONTRACTOR'S commodity usage records.</p>

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**B.7 Operational Equipment & Supplies:**

ITEM #	ITEM	DESCRIPTION
B.7.1		County shall provide all utilities necessary for the performance of the food service operation. 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; and
	B.7.1.1	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; and
	B.7.1.2	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; and
	B.7.1.3	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; and
	B.7.1.4	County shall provide services to maintain and recharge all fire extinguishers and fire systems, including the hood suppression system; and
	B.7.1.5	County shall provide repair of freezers, refrigerators stoves and ovens, unless under warranty coverage. However, 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.

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**B.7 Operational Equipment & Supplies:**

**Table B.7.2:**

CONTRACTOR shall provide preventative maintenance for the following:

Date Of Purchase	Number	Equipment	Location
1995	1	Oven with proofer and stove	Bakery
1995	1	Oven with grill top and fryer	Kitchen
2006	3	Steam Jacketed Kettles - gas (Cleveland brand)	Kitchen
2006	1	Tilt Fryer	Kitchen
2006	1	Deep Fryer	ODR
1995	1	Hot/Cold Serving bar	Storage
1995	3	Freezer / Walk-in Coolers (3)	Storage

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**B.8 CONTRACTOR General Responsibilities:**

<b>B.8.1</b>	<b>VEHICLES</b>	Any and all vehicles required by CONTRACTOR to provide services per this AGREEMENT shall be purchased, used and maintained at CONTRACTOR's sole expense.
<b>B.8.2</b>		CONTRACTOR shall be responsible for replacing any and all spoiled items should refrigeration and/or freezer equipment fail.
<b>B.8.3</b>		CONTRACTOR shall be responsible for taking all reasonable and prudent measures necessary to assure the County that its equipment is being properly used and maintained. This includes but is not limited to kitchen utensils and cookware, serving equipment, storage equipment, and equipment in the loading dock areas. CONTRACTOR shall inform County SSC of any equipment problems or deliberate mistreatment of equipment by an inmate worker or corrections staff member. CONTRACTOR shall report any and all noticed maintenance deficiencies to County SSC immediately.
<b>B.8.4</b>		CONTRACTOR shall be required to provide preventative maintenance on all equipment listed in Table B.7.2 above as well as for all new equipment purchased during the term of the AGREEMENT at no additional cost to County. The preventative maintenance services can be provided by CONTRACTOR itself as long as it has qualified staff to do so, or maintenance services may be performed by reputable companies generally known to have such expertise that CONTRACTOR hires at its own expense.
	<b>B.8.4.1</b>	<b>Documentation:</b> 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 above 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.
<b>B.8.5</b>	<b>KITCHEN UTENSILS</b>	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

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		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. Additional security requirements regarding utensils are detailed further in
	<b>B.8.5.1</b>	<b>Inventory Procedures:</b> 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.9 CONTRACTOR Cleaning and Sanitation Requirements:**

ITEM #	ITEM	DESCRIPTION
B.9.1	CLEANING REQUIREMENTS	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.9.2	GREASE	CONTRACTOR shall be responsible for the cleaning and removal of grease from grease traps and tallow removal at CONTRACTOR'S sole expense and using vendors who may already be under contract with County to perform such services.
B.9.3	GARBAGE	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.

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B.9.4	RECYCLABLES	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.9.5	VENTILATION SYSTEM	CONTRACTOR shall be responsible for steam cleaning the hood ventilation and stack system twice annually at his or her own cost.
B.9.6	EXTERMINATION	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 SSC upon request.
B.9.7	PERSONAL HYGIENE FACILITIES	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.9.8	LOADING DOCK AREA	CONTRACTOR shall be responsible for keeping the load dock area clean and accessible.

**B.10 Energy Conservation:**

ITEM #	ITEM	DESCRIPTION
B.10.1	REQUIREMENTS	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.10.2	PENALTIES FOR ENERGY WASTE	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.

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**B.11 Facility Security Responsibilities:**

ITEM #	ITEM	DESCRIPTION
B.11.1	GENERAL	CONTRACTOR shall adhere to all County policies and procedures for maintaining the security of the facility (CONTRACTOR'S staff are required to attend training as per Section B1.4 herein). CONTRACTOR and its employees shall adhere to all security restrictions stated herein and as imposed by County SSC and any County Commander on duty.
B.11.2	RECEIVING SHIPMENTS	CONTRACTOR shall be responsible for receiving and properly securing all goods received at the kitchen loading dock or food service warehouse door.
B.11.3	SMALL ITEMS DELIVERED	CONTRACTOR shall promptly pick up all deliveries at the Sheriff's Administrative Office and Rehabilitation center.
B.11.4	FACILITY ENTRANCE/ EXIT	All CONTRACTOR employees must enter the facility through the Main Jail lobby.
B.11.5	SALESPERSONS	CONTRACTOR shall ask all salespersons to call at CONTRACTOR'S district/area offices as opposed to calling at County facilities. If a salesperson must call on CONTRACTOR in person, an appointment shall be set up and arrangements are to be made for the salesperson to check in at the County Jail Lobby. After signing the County Building Access Log, the salesperson shall be escorted to CONTRACTOR's office onsite.
B.11.6	MAINTENANCE CONTRACTORS	CONTRACTOR shall provide County 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.
B.11.7	METAL DETECTOR	All CONTRACTOR employees and all vendors providing services on behalf of CONTRACTOR may be required to pass through a metal detector upon entering and leaving any buildings equipped for such detection. Access shall not be granted unless the metal detection scan is clear. CONTRACTOR'S employees and/or vendors are subject to search at any time they are within the secured areas of County's facilities.



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B.11.8	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 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.
B.11.9	SHARP EQUIPMENT INVENTORY	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 SSC within 24 hours.
B.11.10	EMERGENCY AUTHORITY	In an emergency situation, County SSC takes supervisory precedence over CONTRACTOR'S staff.
B.11.11	PARKING	All CONTRACTOR staff shall park their personal vehicles in the designated staff parking lot. CONTRACTOR staff will not be permitted to park by or in the vicinity of the kitchen.

**B.12 Collaboration between County and CONTRACTOR:**

ITEM #	ITEM	DESCRIPTION
B.12.1	MEETINGS	County SSC shall collaborate with CONTRACTOR to establish consistent communications on a monthly basis to address any issues or complaints.
B.12.2	INSPECTIONS	County and/or designated representatives may inspect the facilities at any time for security, sanitation, food standards; quality of food preparation and service, CONTRACTOR employee performance or any other valid reason, CONTRACTOR will be advised in writing of unsatisfactory conditions for which CONTRACTOR is responsible. CONTRACTOR will promptly correct such

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		deficiencies and communicate, in writing, within five (5) business days the solution to each problem, when it was corrected and what has been done to prevent recurrence of the problem.
B.12.3	CONTRACTOR RECORDS	CONTRACTOR'S records shall be subject to inspection by County in the event of a complaint or at any time should County choose to do so. CONTRACTOR shall ensure its records include a verifiable audit trail that the required number of meals have been properly prepared with the proper amount and type (per approved specifications) of ingredients and portioned for the number of inmates present.
B.12.4	COMPLAINTS	All complaints by inmates and staff will be submitted in writing to County 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.

**B.13 Technology:**

ITEM #	ITEM	DESCRIPTION
B.13.1		Any Hardware/Software that is required to be connected to County's network shall adhere to the following:
	B.13.1.1	County has a well-developed infrastructure for networking, data communications and general automation technology. Should software or hardware need to be installed within County's network it shall adhere to all of County's Information Technology policies are online at <a href="http://www.co.monterey.ca.us/it_policies/">www.co.monterey.ca.us/it_policies/</a> and County's Security Standards.
	B.13.1.2	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.
B.13.2		CONTRACTOR shall provide system training to County personnel on use and reporting capabilities as well as on administrative settings.

**B.14 New Facility Dishwasher:**

ITEM #	ITEM	DESCRIPTION
B.14.1		Upon execution of this Agreement, CONTRACTOR shall provide the County with a Dishwasher as agreed upon by the County. Such Dishwasher shall become the property of the County once purchased from CONTRACTOR as provided by Section 4.9 of the Agreement.

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**B.15 Transport Carts and Trays:**

ITEM #	ITEM	DESCRIPTION
B.15.1		Upon execution of this Agreement or by other mutual arrangement, CONTRACTOR shall ensure that fifteen (15) carts holding ninety-six (96) trays each are available for the operation of the Agreement. The carts shall become the property of the County once purchased from CONTRACTOR as provided by Section 4.9 of the Agreement.
B.15.2		Upon execute of this Agreement or by other mutual arrangement, CONTRACTOR shall ensure that one thousand, four hundred (1400) Gorilla Trays are available for the operation of the Agreement. The Gorilla Trays shall become the property of the County once purchased from CONTRACTOR as provided by Section 4.9 of the Agreement.

**B.16 Tray Assembly Line and Tray Drying Racks:**

ITEM #	ITEM	DESCRIPTION
B.16.1		Upon implementation by CONTRACTOR of the one (1) tray assembly line and six (6) tray-drying racks, CONTRACTOR shall increase the pricing per meal under the Agreement in accordance with the amounts specified in Exhibit 1A. The one (1) tray assembly line and six (6) tray-drying racks shall become the property of the County once purchased from CONTRACTOR as provided by Section 4.9 of the Agreement.

**AGREEMENT ATTACHMENT C  
 COMMISSARY SYSTEM, GOODS AND SERVICES  
 SCOPE OF SERVICES**

**C.1 Scope of Work:**

ITEM #	ITEM	DESCRIPTION
C.1.1	GOODS AND SERVICES	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). Deliveries to the inmates shall normally be the next day after the order has been placed (or same day if possible).
	C.1.1.1	Inmate accounts will be established managed and administered by CONTRACTOR and shall be the method for which inmates pay for their items.
	C.1.1.2	The commissary system shall include multiple mechanisms for crediting inmate accounts including the ability of outside sources such as an inmate's family or friends to credit an inmate's account.
C.1.2	ORDERING FORMS	Contractor shall supply pre-printed order forms for inmate commissary orders. The Commissary ordering forms will be distributed to the inmates by County. Completed order forms will be collected by County. The order forms will be used by CONTRACTOR to actually enter and process the orders into the commissary system unless automated ordering components are implemented.
C.1.3	ADDITIONAL ORDERING MECHANISMS	CONTRACTOR shall secure online ordering portals, ordering screens in the housing units of the facility, kiosks, etc. if deemed necessary by County.
C.1.4	INMATE TRAINING VIDEO	CONTRACTOR shall provide a training video for inmates that shall include instructional training for any proposed and accepted components of the commissary ordering process if deemed necessary by County. Examples: how to operate a kiosk, how to use their debit card, etc.
C.1.5	COMMISSARY ITEMS	CONTRACTOR shall make available for purchase by all inmates commissary items including, but not limited to hygiene products, writing materials, games, snacks, candies, and a limited selection of clothing items.
	C.1.5.1	No item may be deleted, or have a change in brands, packaging, pricing or sizes without mutual written agreement between both parties. CONTRACTOR reserves the right to determine the final retail selling prices to the inmates.

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C.2.1		<p>CONTRACTOR shall provide a computerized Software System for managing and processing inmate accounting/banking, commissary ordering and inventory. The system proposed shall be fully compliant with the Federal Accounting Standards Advisory Board's (FASAB) Generally Accepted Accounting Principles (GAAP). Any proposed networked hardware or local software installations will require the approval of County's Information Technology Department. The system must be capable of being multi user and must be usable on five (5) terminals solely for use of COUNTY deputies and Jail staff. System must have full functioning capabilities up to and including reporting.</p> <p>CONTRACTOR shall cooperate with County in implementation of a debit card system for prisoner trust fund balances upon release.</p>
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C.2.2		The proposed system must allow the following transactions, at a minimum to occur on the trust accounts in a multi user function:
	C.2.2.1	<ul style="list-style-type: none"> <li>a. Debit and credit capabilities; and</li> <li>b. An easy to operate commissary order entry method; and</li> <li>c. Supports telephone ordering; and</li> <li>d. Ability for County to review an individual inmate's order at a later date or time; and</li> <li>e. Ability for County to run reports at any given time, and any such reports must be capable of being exported as Microsoft Word and/or Excel file files.</li> </ul>
	C.2.2.2	Types of reports which the system shall provide include but are not limited to: daily, weekly, monthly and annual transaction summary reports, reports of inmate balances weekly, detailed weekly invoices including percentage of successful fill rates, consolidated reports of commissary orders for verification of goods delivered and a bank reconciliation function.
	C.2.2.3	The system shall provide a complete audit trail on all transactions.
	C.2.2.4	The 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.2.2.5	The user interface for the system shall be offered in both the English and Spanish language.

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C.2.3	HARDWARE/ SOFTWARE	
	C.2.3.1	County has a well-developed infrastructure for networking, data communications and general automation technology. It is highly desirable that the software function effectively within the existing environment for network processing, security and system administration. County's Information Technology policies are online at <a href="http://www.co.monterey.ca.us/it_policies/">www.co.monterey.ca.us/it_policies/</a> and County's Security Standards.
	C.2.3.2	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.2.4		CONTRACTOR shall provide system training to County personnel on use and reporting capabilities as well as on administrative settings

**C.3 Commission Structure Requirements:**

ITEM	ITEM	DESCRIPTION
C.3.1		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. Vendor shall provide a list of all items sold at or near cost for County approval. 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.
C.3.2		Commissions shall be paid monthly.

**C.4 Technology:**

ITEM #	ITEM	DESCRIPTION
C.4.1	INTERFACING	Contractor shall cooperate fully with County regarding interfaces to the Jail Management System (TracNet), Inmate Telephone System, tablet based ordering system and other system(s) the County deems will need to interface to improve operations of the jail.