

	KITSAP COUNTY Request for Proposal NO. 2023-033	Purchasing Department 619 Division St., 4 th Floor Port Orchard, WA 98366
	SCOPE OF WORK	

SECTION 1. SERVICES REQUESTS.

- A. Kitsap County (“County”) is soliciting for the Kitsap County Sheriff’s Office (“KCSO”) Jail qualified offerors interested and able to provide food services for the KCSO jail inmates. Contractor will be responsible for the procurement, preparation, serving, clearing, and cleaning associated with food services in the jail, as well as other associated responsibilities as identified in compliance with the requirements of this solicitation (collectively “Services”). Contractor will also supervise inmate workers assigned to the kitchen in the jail when the inmates are performing tasks on behalf of Contractor. The jail desires to contract with a vendor that provides high quality food consistent with the requirements of this Solicitation at affordable prices. The jail currently has a contract for food service with Trinity Services Group, Inc.
- B. **OBJECTIVES.** To establish a contract between the successful offeror and County that meets the following objectives:
- A. Deliver high quality food service that can be audited against established nutritional and health standards.
 - B. Operate the food service program using corrections experienced and professionally trained personnel.
 - C. Operate the food service program in a cost-effective manner with full reporting to KCSO Sheriff and Corrections Chief.
 - D. Implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.
 - E. Operate the food service program in a humane manner with respect the inmates’ rights to basic health and nutritional standards and sufficient quantity.
- C. **PROJECT OVERVIEW.** The County is in Washington State and has a population of approximately 251,133 residents. The jail is located at 614 Division Street, Port Orchard, Washington. The jail houses maximum, medium, and minimum-security adults, and contracts to house inmates on behalf of the state, municipalities, and tribes. The jail’s maximum capacity is 544, but due to budgeting issues the jail has closed one pod and currently has a maximum capacity of 486. The current ADP is approximately 340. Please note that the ADP for 2020 and 2021 is lower than average due to the more Strictive COVID intake standards.

Quarterly ADP 2019	Quarterly ADP 2020	Quarterly ADP 2021	Quarterly ADP 2022
1st quarter	1st quarter 270	1st quarter 235	1st quarter 251
2nd quarter	2nd quarter 159	2nd quarter 215	2nd quarter 268
3rd quarter	3rd quarter 182	3rd quarter 210	3rd quarter 284
4th quarter	4th quarter 216	4th quarter 243	4th quarter 291

Proposals shall be based on providing three meals per day for an average daily population (“ADP”) ranging from 180 inmates (540 meals) to 455 inmates (1,365 meals). The totals are theoretical estimates of daily meals and not to be construed as the specific number of meals to be prepared. KCSO does not guarantee a minimum or maximum number of daily meals. Three meals are served per day. The meal schedule is as follows: breakfast (5:30 am), lunch (11:00 am), and dinner (4:30 pm). Meals are served on thermal trays and must be served according to the meal schedule. All meals are prepared in the jail’s kitchen. Staff meals are not provided.

The Jail provides and pays for utilities, pest control, trash removal, and local phone services. The kitchen, cooler, and storage areas are secured at night and when food service staff are not present.

SECTION 2. CONTRACT TERM **COMPLY:** Yes No

The resulting Contract will have a five (5) year term, unless terminated or cancelled, and may be extended for additional consecutive terms of one or more years at the agreement of the parties.

SECTION 3. COMPLIANCE, START-UP, STANDARDS **COMPLY:** Yes No

- A. Compliance Acknowledgment. Due to the critical nature of each of the solicitation specifications, the offeror must indicate whether they understand and agree to comply with all contract provisions.
- B. Startup. Contractor shall have the capability to commence services on a date agreed upon by the parties. Offers shall include a start-up and implementation plan and a schedule with timelines for the initial delivery of equipment and supplies, the hiring and training of staff, and the transition of services. The goal is to implement Services in the jail no later than 30 days from Contract award.
- C. WASPC Standards. Contractor shall comply with the current Washington Association of Sheriffs & Police Chiefs Jail Accreditation standards and the American Correctional Association standards as it relates to food services, menus, and special diets.
- D. Laws and Food Service Industry Best Practice. Contractor and its staff will obey all applicable federal, state, and local laws and ordinances regarding health, sanitation, safety, OSHA, environmental disposal regulations, and other applicable food safety standards.
- E. FBI CJIS Security Policy. Contractor shall comply with the FBI Criminal Justice Information Services Security Policy requirements, now in effect and as amended. Contractor shall make information available to the County as required to demonstrate compliance with this requirement.
- F. Prison Rape Elimination Act. Contractor and its staff shall comply, and assist the County in compliance, with the Prison Rape Elimination Act of 2003 (“PREA”), 28 C.F.R., Part § 115, and all applicable standards and regulations now in effect and as amended. Contractor shall

make all information requested by the County, available to the County, to demonstrate compliance. The County has a zero-tolerance policy for sexual contact by Contractor's staff or inmates, see chapter 9A.44 RCW.

SECTION 4. PREMISES, EQUIPMENT, AND UTILITIES

COMPLY: Yes No

- A. The County will provide the kitchen space, facilities, and equipment for the operation of the food Services by the Contract. The kitchen includes all walk-ins, storerooms, freezers, and applicable equipment within those areas. The County will provide office space, furniture, and a phone for business use. The County shall provide one master phone for local calls only, without charge to Contractor. Long distance calls shall be at the expense of Contractor. Contractor will be responsible for any additional phone service that may be required. As a safety and security measure, this telephone will be subject to monitoring by Jail staff.
- B. While these areas and equipment are delegated to Contractor for use, they remain the sole property of the County and are subject to search at any time at the discretion of the Sheriff. The County will be responsible for maintenance of all County equipment, floor drains, and building repairs as may be reasonably necessary. Contractor shall take reasonable care in the use of the premises, equipment, and other items furnished by the County.
- C. The County will maintain, repair, and replace all County equipment at its own expense, as it deems necessary considering the average life of the equipment as determined by the manufacturer, and normal wear and tear, except repairs or replacements caused by Contractor's negligent or intentional acts or omissions, including conduct of inmate workers due to Contractor's failure to supervise. Contractor shall take all reasonable and prudent measures necessary to ensure that all KCSO equipment is properly used and cleaned.
- D. Contractor will assume full fiscal responsibility for any damage incurred to County owned fixtures, furniture, or equipment due to its employees' and inmate workers intentional or negligent acts or omission or Contractor's failure to supervise inmate workers. The County shall not be liable for loss of or damage to personal property, equipment and/or supplies of Contractor or Contractor's Staff, unless caused by the gross negligence of the County.
- E. Utilities. The County will provide, at its own expense, all utilities necessary for the performance of Services subject to interruptions in the event of an emergency or other circumstance beyond the County's reasonable control.
- F. Energy Conservation. When the kitchen facilities are not in use or when food preparation is at a minimum, Contractor will assume maximum utility/energy cost conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items. Contractor will be responsible for turning off all non-essential equipment when not in use.

SECTION 5. INMATE WORKERS

COMPLY: Yes No

- A. The County will use reasonable efforts make six inmate workers available per shift to assist the cook in meal preparation, service, and sanitation. The County cannot guarantee the number

of inmate workers available to assist the Contractor as the number varies based on the nature of the inmate population. Contractor may have to call upon outside services for short periods to assist in processing in the event of insufficient workers, emergencies, or extraordinary circumstances. The County is giving the offeror's the option to provide two proposals, one with inmate workers and without inmate workers. There is no requirement that two proposals be provided. Proposals with inmate workers must specify the number of inmate workers required, the tasks to be performed by the inmate workers and provide a job description.

- B. Jail staff will provide security services through periodic checks of the kitchen and a camera system.
- C. Contractor is responsible for supervising the inmate workers when performing daily tasks. Contractor may request the removal of an inmate worker upon statement of reasonable cause. The County at all times will retain the right to remove an inmate worker for any reason in its sole discretion.
- D. Inmate workers will not be allowed outside of the security perimeter of the building unless they are under the direct supervision of Jail staff. Inmate workers will not be allowed to supervise the activities of other inmate workers.
- E. Contractor shall promptly notify the on-duty Lieutenant of any issues with an inmate worker's job, attitude, misconduct, and security.
- F. Contractor with no inmate workers, or no available inmate workers, is responsible for performing all tasks designated to be performed by inmate workers herein.

SECTION 6. DELIVERIES, RECEIVING, SALES

COMPLY: Yes No

- A. Receiving. Contractor shall be responsible for receiving all goods at the kitchen receiving area. Contractor shall be responsible for supplying personnel for the receiving, unloading, searching all goods for contraband, and storage of food and related supplies. At the Jail, there is a secured holding area where supplies can be deposited. Jail staff will be on standby for all receiving activities. Delivering persons are not permitted inside the security areas of the Jail. Contractor must schedule qualified personnel to be available for all deliveries. It will be to Contractor's benefit to schedule vendor deliveries as close to each other as possible to minimize movement throughout the jail.
- B. Deliveries. Due to security concerns, Contractor shall attempt to schedule the same individual(s) to receive supplier deliveries. No other Contractor personnel should be in this area other than for supervision or trash disposal purposes. No Contractor personnel and/or visitors are to use the loading area as an ingress/egress point to the buildings except to make deliveries at the Jail. Vendors will not be permitted to use the loading area, or any point other than the main entrance, to access the kitchen. Contractor will be liable for any damage caused to the facilities or equipment through careless handling.
- C. Salesperson. Contractor should encourage all salespersons to call at its offices. No salesperson

is permitted inside the kitchen area or security area of the jail. Exceptions may be authorized for equipment repairs, deliveries, or installations with prior approval from the Lieutenant.

- D. Transition Plan. Contractor will submit, in writing within its proposal, a plan for transition into the jail including hiring and training of staff, purchasing, inventory and other factors to assure that there are no operations or security breaks in the system during said transition.

SECTION 7. MENUS, MEALS

COMPLY: Yes No

- A. Sample Menu. The offeror shall submit a sample menu for a 30-day period and also sample menus for holiday meals.
- B. Hot Meals. Contractor will supply a minimum of one hot meal at the jail each day, more are encouraged but not required.
- C. Cycle. A 28-day cycle menu for the jail must be used. Accompanying each menu must be a variety of nutritionally equivalent substitutions in the event one or more of the menu items is not available. Options for transport and work crew sack meals (breakfast, lunch, and dinner) must be presented as well. Such menus shall be planned to provide a variety of foods thus preventing repetitive meals. These menus must be submitted to the Chief in advance. The Lieutenant may request changes on the menus based on the jail's needs. Three, 28-day cycle menus will be alternated, without consecutive use.
- D. Sack Lunches. Contractor shall provide sack lunches for special groups of inmate workers. Sack lunches shall contain at least two sandwiches plus other foods necessary to meet nutritional requirements, unless otherwise requested by the Chief.
- E. Late Meals. It may be necessary for Contractor to prepare late plates for inmate workers. The number of late plates necessary will be called in with the evening meal count.
- F. Ethnic Variety. Menus must include an ethnic variety, reflective of the inmate population.
- G. Menu Changes. Any menu changes required by Contractor must meet equal quality, quantity, and nutritional value as the original meal. A log detailing all full or partial menu substitutions and the reason(s) for having to make them must be maintained. Temporary or permanent changes in the planned menu shall be noted in writing on the master menu and the substitution log and/or corrected menu, along with the reasons for making the changes, and filed with the Chief no less than weekly. A registered dietitian must certify all substitutions and changes as being nutritionally comparable within one month of service. An excessive number of full or partial temporary substitutions will be considered as a negative in Contractor's annual performance review. All data shall be retained for the Contract retention period.
- H. Menu Documentation. Documentation of menus as they are actually served must be maintained as verification of providing nutritionally adequate diet. Contractor shall retain such documentation for the Contract term and be able to produce all documentation upon request, to the Chief. Appropriate menus for inmates shall be posted in the Jail and kitchen office one

week in advance of their use.

- I. Therapeutic Diets. Therapeutic or restricted diets must be available upon medical authorization at no additional cost to the County. Specific diets shall be prepared and served to inmates according to the orders of the attending physician, nurse practitioner, dentist, or as directed by the responsible health authority. Medical diet requirements, verified by a registered dietician, must be specific and complete and will be furnished in writing to Contractor. Restricted diets shall conform as closely as possible to the food served other inmates. The source book to be used is the Nutrition Care Manual with subscription update service published by the America Dietetic Association or comparable source that may be subject to the approval of the Chief and Lieutenant. Medically prescribed food snacks must be served upon request at no additional cost. Medically prescribed dietary supplements (such as Sustacal) must be provided as requested and at a not-to-exceed cost plus percentage basis.
- J. Religious Diets. Religious, including kosher, halal, vegan, and vegetarian diets, must be approved by the Chief, and will be submitted in writing to Contractor. Contractor will provide samples of all such diets. The diets must be certified by a qualified religious representative and should be simple and conform as closely as possible to the food served other inmates.
- K. Special Diets. Special diets (medical, religious and vegan/vegetarian) will be clearly defined in Contractor provided special diet notebooks. At a minimum, notebooks will include complete menu descriptions for each special diet type, special diet order forms, and diet recipes to be used. Notebooks will be made available for jail medical, jail staff, and the County for review upon request.
- L. Holiday Menus. Dinner meal menus may be adjusted to reflect national and ethnic holidays. At minimum special holiday meals are to be served on Thanksgiving and Christmas.
- M. Leftovers. Leftovers not distributed to serving areas may be held at the preparation site for a maximum of two days. Leftovers that are frozen and held at 0 degrees Fahrenheit may be retained for one month. Potentially hazardous leftovers suspected of contamination shall be discarded immediately.
- N. Auxiliary Food Service. Upon request, Contractor will be available to provide food for visitors and other related County functions. Contractor should not proceed with such functions without written authorization from the Chief. The cost for such meals, if different from those served to the inmates, will be subject to individual requirements; however, such terms must be written and agreed to by both parties. Such arrangements shall be priced based on a cost plus the specified not-to-exceed percentage mark-up.
- O. Contingency Meals. Contractor will be required to provide food service at no additional cost to the County in the event of lockdowns, riots, severe weather conditions, fire, power failure, labor strikes, ice storms, acts of God or other events that may impact the normal operations of its jail facilities. At a minimum, Contractor must maintain on premise inventory sufficient to prepare and serve three days of scheduled meals for all inmates. The contingency plan, along with any modifications agreed upon in writing by the County and Contractor shall become part

of the Contract.

- P. Variety. Contractor should have variety in the menu planning and not serve the same food item for the same meal every day or even the same day of each week.
- Q. Menu Certification, Calories. Contractor must provide a nutritionally balanced diet, annually reviewed by a Registered Dietitian. Menus must be reviewed and certified by a Registered Dietitian as adjusted for age, sex, and activity according to the Recommended Dietary Allowances (RDA) stated by the National Academy of Sciences and applicable laws and regulations. Contractor must provide the Chief with written certification of this review for each cycle menu prior to implementation. Minimum daily caloric requirements for inmate assigned to work crews shall be 2,600 and 3,000 for inmates.
- R. Documentation Upon Request. Contractor shall provide a summary and list all RDA vitamins and nutrients as well as cholesterol, sodium, and fiber contents. Any County contract award will be subject to the winning offeror submitting the specified nutritional documentation and number of food group servings with the Registered Dietitian's certification for the menus submitted to the Chief.
- S. Menu Substitutions. All substituted items in the menus served shall be of equal nutritional value as the original menu item. Any major changes shall be certified and signed by a Registered Dietitian.
- T. Meat. This group includes fish, poultry, luncheon meat, eggs, or cheese. Meat alternates, individually or in combination, may be provided but must be limited to three meals per week. Meat alternates include cooked dried beans, peas, lentils, nuts, or nut butter (peanut butter and others). TEXTURED VEGETABLE PROTEIN AND OTHER SOY-BASED MEATS ARE PROHIBITED, meat to be served must be actual meat (e.g., turkey, chicken, beef, etc.).
- U. Vegetables, Vitamin rich, Food. All vegetables and fruits will be fresh, frozen, or canned. One-half cup serving of a Vitamin A-rich food must be served a minimum of three days per week and preferably not on consecutive days. Vitamin A-rich foods include dark, leafy greens and deep yellow vegetables and fruits such as carrots, sweet potatoes, apricots, etc. One-half cup serving of a Vitamin C-rich food must be served daily. Vitamin C-rich foods include raw or cooked citrus fruits or juices, tomatoes, melons, berries, dark, and leafy vegetables. Fruit drinks and aides which mainly consist of sugar and are not 100% natural juice cannot be used to fulfill the Vitamin C requirement. If not included in the vegetable and fruit group, the Vitamin C-rich food may be used to fulfill the dessert requirement.
- V. Bread or Bread Alternate Group. This group includes enriched or whole grain bread, biscuits, muffins, rolls, sandwich buns, corn bread and other breads. Bread alternate may include enriched or whole grain cereals or cereal products such as spaghetti, macaroni, dumplings, rice, pancakes, and waffles. Whole grain breads shall be offered as a choice when bread is served. The use of whole grains is encouraged. Rice, spaghetti, macaroni, and noodles are not vegetables but "bread alternates." Potatoes, sweet potatoes, and yams are considered vegetables. Vegetable soup may be used to fulfill one portion of the vegetable requirement if

the soup includes one-half cup of vegetables per serving of soup.

- W. Butter, Margarine, Milk, Condiments, Sulfites. Butter or margarine must be fortified. Milk Group, or its equivalent, shall be served. Milk must be low-fat 1%. Certified raw milk and raw milk cannot be used in any form. All milk should be fortified with Vitamin D whether fresh, canned, or dried. All skim milk, including buttermilk, should be fortified with both Vitamin A and D whether fresh, canned, or dried. Milk shall be procured locally when possible.

All condiments are to accompany the meal, including but not restricted to, iodized salt, pepper, mustard, ketchup, and relish in individual disposable containers and served on each inmate's tray. Salad dressing can be individual packets or pre-mixed with the salad. In addition, condiment packages may not come into direct contact with unpackaged food items. For security reasons, the Jail reserves the right to limit, restrict or ban the use of condiments, including pepper. Margarine or, if available, bulk commodity butter may be used for inmate meals as long as it is portioned directly onto the tray. No sulfite additives are to be added to any foods served under this contract.

- X. Menu Planning. The following must be considered in menu planning, food selection and meal preparation: ethnic, cultural, and/or regional dietary requirements or preferences of inmates. The food items within the meat, vegetable/fruit and dessert groups must be varied within the week and not repeated on the same days of consecutive weeks. Seasonal availability of foods.

- Y. Portioning. All food portion sizes shall be of sufficient quantity and based on the cooked weight. Meat portions in casserole or combination dishes must be listed. The contents for all sack meals must be clearly indicated by item and weight. All portions must be listed on the menus that are submitted in the proposal. They must include the number and portion size of condiment packages. Contractor will provide eight ounces of fresh 1% milk a minimum of nine times per week or equivalent Vitamin D fortified drink substitute. All portioning is to take place in the kitchen under the direct supervision of Contractor's staff. At no time shall inmate workers be given the responsibility for portioning. Bulk serving containers (cambros) for inmate beverages are not permitted. Instead, individual drink packets or disposable eight-ounce cartons are required for service.

SECTION 8. QUALITY ASSURANCE

COMPLY: Yes No

- A. Contractor must implement and maintain a comprehensive quality assurance program addressing, but not limited to, the purchase, delivery, storage, and preparation of food at the jail as well as facility/equipment sanitation and staff food handling practices. All such records must be filed in an orderly, chronological fashion to permit easy access and audit by the Chief, Lieutenant or designee.
- B. All food used under this Contract shall meet or exceed the following minimum specifications:
1. Beef shall be of at least USDA Grade B. All breaded products must have a product weight of three ounces before breading.
 2. Poultry shall be of at least USDA Grade B. Chicken quarters can be no less than eight ounces raw weight. Legs or thighs must be a six-ounce minimum raw weight. All breaded

products must have a product weight of three ounces before breading. All poultry will be served boneless.

3. Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine).
4. When it is a commodity item, 1% low fat milk fortified with vitamins A and D shall be served as a beverage. Dry/powdered milk may be used in cooking/baking. Low-fat dairy products shall be provided for staff.
5. Eggs shall be at least USDA Grade B — Medium
6. Fish and seafood may be fresh or frozen, must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of three ounces before breading.
7. Canned fruits and vegetables shall be at least USDA Grade B. (Tomatoes used as a cooking ingredient shall also be at least grade B)
8. Fresh fruits and vegetables shall be at least USDA 1. Minimum produce counts are as follows: Apples 113, Oranges 113, Bananas 3-4 (petite), Pears 90-100.
9. Contractor may serve comparable portions of other popular fresh fruits.
10. Frozen fruits and vegetables shall be at least USDA Grade A.
11. Bakery products must use a minimum of 60 percent whole-grain products. As long as they are within their "sell-by" dates, day-old breads may be purchased, but must be used within 48 hours or frozen until the time of use (seven-day maximum hold).
12. "Second market" or distressed food items shall not be used without the prior written approval of the Chief.
13. Locally grown or produced food products shall be purchased, whenever possible.
14. Expired foods shall not be used.

C. Food Samples. Contractor will save samples of all prepared foods/complete meals (to include sack meals) in a freezer for a period of not less than 72 hours 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.

D. Healthy Tray Audit. Contractor shall photograph the last tray coming off the line for breakfast, lunch, and dinner daily and those photographs to the on-duty Sargent daily.

E. Food Preparation. Food preparation methods shall include baking, broiling, and boiling in preference to those methods that add extra fats and oils (Note: the JAIL kitchen is not equipped with a fryer). Contractor must be willing to make any changes in the menus requested by the Lieutenant or designee to conform to the meal requirements, as long as the changes made are within the cost restraints of the Contract.

SECTION 9. FOOD DELIVERY, SERVICE

COMPLY: Yes No

A. Delivery. The movement of food/dirty dish carts and personnel within the jail must adhere to the rigid security guidelines established and periodically changed by the Sheriff.

B. Delivery Preparation. Meals are to be served on thermal service trays provided by the County. Contractor, with the assistance of inmate workers, will load the trays onto carts provided for that purpose. Meals will not be portioned onto the trays until immediately prior to the delivery

to ensure the food will maintain a proper serving temperature until the time it is delivered to the inmates. It will be the responsibility of Contractor to ensure the correct number of trays, cups and flatware are sent with the delivery carts. Foods will arrive to the inmates at safe temperatures: hot food at 140 degrees Fahrenheit or above (no higher than 180 degrees Fahrenheit) and cold food at 40 degrees Fahrenheit or below. The County will provide the transport equipment. Thermal trays used for transporting food will be returned to Contractor and cleaned at the jail.

- C. Cart Return. All flatware, inmate trays, service trays and refuse shall be returned to the kitchen on the carts used to deliver same. Dirty trays cannot be rinsed in housing units. Extra unconsumed food on trays (i.e., not served to inmates) must be returned to the kitchen for accounting and disposal. No unused food may be used for a future meal. Jail staff will be responsible for physically counting all trays, cups and flatware returned by the inmates.
- D. Damage. Contractor will assume full fiscal responsibility for any damage incurred in the jail due to negligent handling of carts and related equipment by its employees and inmate workers. Contractor is also responsible for cleaning up all spills in kitchen areas created as a result of tray cart delivery and return.

SECTION 10. PRODUCT WARRANTY

COMPLY: Yes No

- A. Offeror warrants those products and goods sold to and/or services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.
- B. In the event products, goods sold and/or services provided do not conform to OSHA Standards, where applicable, the County may return the product and item for correction or replacement at the offeror's expense and/or immediately stop the services and seek reimbursement for said services at the Offeror's expense.
- C. In the event Offeror fails to make the appropriate correction within a reasonable time, correction made by the County shall be at the Offeror's expense.
- D. Offeror shall not limit or exclude any implied warranties and any attempt to do so shall render this Proposal, RFP, and/or Contract voidable at the option of the County.
- E. Offeror warrants that the products, goods and services furnished and/or performed will conform to the Solicitation, scope of work, Proposal, and Contract and to the sample(s) furnished by Offeror, if any.
- F. In the event of a conflict between the Solicitation, scope of work, Proposal, and Contract, the Scope of Work and Contract shall control.
- G. Products, goods, and/or services supplied and/or performed under this Solicitation and Contract shall be subject to the County's approval.

SECTION 11. INVENTORY, STORAGE

COMPLY: Yes No

- A. Contractor and County shall jointly inventory upon request all capital equipment and County owned service ware 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 will be liable for the replacement cost for all unaccounted items. All replacement supplies shall be the property of the County.
- B. A separate list of all Contractor and/or vendor supplied equipment must be maintained and submitted to the Lieutenant upon request.
- C. Contactor has sole responsibility for properly securing and maintaining this equipment in accordance with all health codes, food service industry best practices and any specified security procedures. Contractor shall provide tool control and security plan.
- D. Prior to the actual start-up of the food service, Contractor and the County shall conduct a complete inventory of non-food supplies as well as a statement as to the condition of said equipment. The documents showing the results of this inventory shall be kept on file with the Sheriff's Office with copies retained by Contractor.
- E. Specifications. Contractor must provide, within its proposal, the minimum purchasing specifications to be used in the purchase of all food products, flatware, and service-ware. The specifications provided should address the level of quality, grade, size, pack, count and all other relevant information. The Lieutenant must approve the purchase of flatware and service-ware. The Chief must approve, in writing, any changes from the stated specifications.
- F. Small Wares. Contractor shall, at its expense, maintain small wares at 125% of the Average Daily Population (ADP) and replace all small wares such as knives, spatulas, ladles, spoons, whips, and related cooking utensils. All such purchases shall be disclosed to the County prior to bringing the items into the Jail. Service ware such as insulated trays, cups, delivery carts, insulated bulk food carriers, straps, and related items are not considered small wares and are provided by the County. Additionally, Contractor will provide and replace all sanitation and janitorial equipment. It is required that Contractor depreciate these small wares over three years on a straight-line basis, and at the end of the three years these small wares shall become the property of the County. In the event that future contract options are not exercised, the Lieutenant, or the new Contractor, may at his/her or its option, purchase the equipment from Contractor at its depreciated value at the time of contract changeover.
- G. Disposable/Expendable. Contractor will furnish all paper, plastic, sacks, Styrofoam clamshell containers, paper towels and hand soap for the kitchens and serveries and other expendable items used in the operation. Hairnets, beard nets and plastic gloves for use by inmate workers in the kitchens will also be supplied by Contractor. The Lieutenant reserves the right to request that samples of all or certain specified disposables be submitted prior to contract execution. All flatware, cups, and dishware used for inmates receiving a sack lunch meal must be disposable and approved by the Lieutenant.

- H. Storage. Contractor must provide for the correct handling, prompt storage and rotation/issue of food items purchased for use. Products that have been frozen in excess of one year and are past the manufacturer's/processor's established or implied pull/freshness expiration date, may not be served. All food products must be stamped as to when they were received and stored on a first-in-first-out (FIFO) rotation basis. All food shall be stored in the manner, method, means, and duration as recommended by industry standards for the food type.
- I. Food Inventory. Contractor shall conduct physical inventories of all food and supply items for the purpose of maintaining a regular supply of fresh foods and for cost control and accurate reporting purposes.
- J. Sharp Equipment Inventory. Contractor will implement a check-out/check-in log procedure for sharp utensils. Such logs must clearly show the item signed out, by whom, its intended location or workspace, time returned and logged in by whom. Contractor will provide and utilize locked shadow boards for the secure storage and quick inventory of knives, meat forks, and other sharp or pointed utensils. Items such as knives shall be tethered and secured, in areas where inmates are working at the Jail. All sharp instruments must be accounted for prior to an inmate kitchen work crew shift change. Jail staff reserve the right to enter the kitchen and inventory all such items at any time. Any missing items must be reported to the shift supervisor or person in charge immediately, then to the Lieutenant.

SECTION 12. GARBAGE, CLEANING, ACCIDENTS

COMPLY: Yes No

- A. Garbage. Contractor shall make a diligent effort to properly process/breakdown all recyclable materials and remove them to the designated bins. Where a complimentary pick-up service and appropriate containers are available, Contractor is to make a diligent effort to separate food garbage for the purpose of being used for compost if and when the County implements a Composting Program. Contractor shall remove all other trash to the assigned compactors/dumpster locations a minimum of twice a day. Contractor will ensure that recyclables and garbage are removed whenever any trash containers are full, at the end of the meal period or at the end of the workday.
- B. Cleaning. Contractor shall be responsible for the cleaning and supervision of the washing of dishes, trays, pots, pans, and utensils, cleaning and sanitation of food equipment, counters, serving lines, refrigerator, and other similar tasks in the entire kitchen and storage areas. Contractor will also periodically conduct major cleaning of all assigned areas. Contractor shall make every effort to adhere to all Health and Safety standards. Jail staff will not be assigned any work in kitchens/food service areas assigned to Contractor. Inmate janitorial services will be provided to assist Contractor under the supervision of Contractor's staff. However, Contractor will be ultimately responsible.
- C. Dish Washing, Janitorial and Personal Sanitation Supplies. Contractor is to supply all cleaning equipment and approved chemicals which includes without limitation chemicals for cleaning/sanitizing the kitchen, dish washing soap, hand soap, paper towels and toilet tissue for restrooms in the kitchen. All chemicals must be approved by the Lieutenant prior to being

brought to the Jail for use.

- D. Extermination of Vermin. Contractor, in coordination with the Lieutenant, shall be responsible for the implementation of a regular monthly extermination program, and more often if needed, for the extermination of rodents, vermin, and other unsanitary vectors in kitchen and food storage areas. All reports will be forwarded to the Support Lieutenant.
- E. Inspection. County inspectors will periodically conduct sanitation inspections. Contractor shall regularly access and adopt, as appropriate, all food service industry best practices that will enhance and/or improve the Sheriff's Office food service program. Contractor will be subject to inspections in the kitchen by authorized personnel from the Sheriff's Office.
- F. Emergency Situation Reports. Contractor will be responsible for immediately notifying the shift supervisor of any fires in the kitchen area and of any accidents involving Contractor personnel and inmate workers assigned to food service duties. Contractor will be responsible for providing the Lieutenant a completed incident report within 24 hours of the event.
- G. Workers' Compensation. Contractor is responsible for processing all Workers' Compensation reports relating to its employees.

SECTION 13. CONTRACTOR STAFF, SECURITY, SMOKING **COMPLY:** Yes No

- A. Staffing. Contractor must have qualified and trained staff with sufficient backup personnel to successfully comply with the contract requirements. The Chief and Lieutenant must approve any staffing changes/substitutions or subsequent reductions in the total number of hours in writing.
- B. Job Description. Contractor should be aware that some anticipated classifications may require lifting items of up to 100 pounds. Contractor shall submit a copy of the job descriptions for all staff positions at the jail. All employees shall submit to a pre-employment drug test administered pursuant to Contractor's drug testing policy.
- C. Benefits. Contractor shall submit copies of all employee benefit plans including medical insurance, pension, dental, holidays and vacation schedules and any other benefits for its on-site management and staff. Wage rates for all levels of staff shall be included in the proposal.
- D. Security. The parties understand the importance of issues related to safety and security in the jail. Contractor agrees to provide the fullest cooperation when addressing safety and security issues. Contractor and its staff shall comply with jail policies, procedures, and jail staff regarding security issues. While the jail will use reasonable efforts to provide sufficient security to enable Contractor and its Staff to safely and adequately provide the Services described in the Contract, nothing herein shall be construed to make the County or the jail, its officers, directors, agents, or employees a guarantor of the safety of Contractor or its Staff. The County reserves the right in its discretion to intervene in the Services at any time to address situations that impact inmate safety and security or other factors of imminent importance.

E. Security Clearances

1. The Chief and Lieutenant reserves the right to pull Contractor management, third-party repair, and staff security clearances without notice for any reason at any time. Contractor must notify the Lieutenant immediately in the event a Contractor employee is arrested, or Contractor learns an employee is under criminal investigation. Contractor shall also require any employee to notify them immediately when the employee is taking prescription medication that may adversely affect job performance or safety.
2. Contractor's staff must meet all County background screening requirements and be approved by the Lieutenant prior to, and while, providing Services under the Contract. Contractor will, upon awarding of Contract, furnish to the Lieutenant a list of names of employees who are to work in the Jail. The list will be forwarded to the Lieutenant one month prior to commencing work. The list of names will include: first name, middle name, last name; date of birth; current residential address, valid driver's license number or identification; and social security number. No staff will be authorized to enter the jail unless and until he/she has met all jail background and security clearance requirements and attended the Jail's pre-service security training. Contractor shall reimburse KCSO for all costs of fingerprinting, background screening and investigations of Contractor's Staff. Security checks will be mandatory before any employee will be allowed to enter the jail to work. Decisions of jail security staff are final and not subject to arbitration. When a new employee is assigned to jail, the name and pertinent information will be forwarded to the Lieutenant as soon as possible for addition to the list. Admittance to the jail will be denied to any person with a criminal history which would compromise jail security.
3. County, at its sole discretion, may refuse admittance or remove any Contractor's staff from the jail for engaging in conduct (either on or off duty) which threatens the security of the jail or would otherwise render that person ineligible for security clearance, without incurring penalty or cost for exercising this right. Such removal/refusal may occur without prior notice to Contractor. If a contract employee is refused clearance for assignment to the jail, Contractor shall be informed of the reason for such refusal.
4. Contractor agrees to cooperate with the County and respond to inquiries or complaints about its Staff, including lack thereof, in a timely manner. Should the County have security or other concerns regarding Staff fitness or ability to perform at the Jail, Contractor will exercise its best efforts to resolve the issues of concerns. If the issues are not resolved to the County's reasonable satisfaction, Contractor will remove the Staff person from providing Services under the Contract.
5. Contractor shall immediately notify the Chief and Support Lieutenant in writing when any Staff person has been removed from providing Services under the Contract for any reason. The notice shall identify the reason for the removal, the effective date of the removal, and the name of the interim Staff.

- F. Employee Removal. The Chief or Lieutenant may revoke a security clearance or require Contractor to immediately transfer any of Contractor's employees from the jail for any reason sufficient to the Lieutenant. Any and all such transfers will be made in the name of

Contractor and therefore Contractor will assume the responsibility for such action.

- G. Notification. Contractor must notify the Lieutenant in writing whenever any management and staff employee has been terminated, permanently transferred, or newly hired. Contractor has sole responsibility for returning to the Lieutenant any employee's security identification badge, keys, and/or electronic entry device within 24 hours of the employee's final shift.
- H. Locked Doors. Contractor and its employees will be responsible for keeping closed and locked all internal doors in assigned work areas. Contractor and its employees must adhere to all security restrictions imposed by the Jail security staff.
- I. Ingress/Egress. All Contractor employees must report for work by entering the building via the designated entrance.
- J. Search. All Contractor employees will be subject to a search of their person and their belongings. Contractor's employees are subject to search at any time they are within the security perimeter of the Jail.
- K. Smoking. Smoking in the jail is prohibited
- L. Employee Conduct Inside Jail. Contractor employees shall adhere to jail policy and procedures. No alcoholic beverages, drugs or food items will be brought into the Jail, nor will anyone under the influence of alcoholic beverages or drugs be allowed inside. In the event of any disturbance inside the jail, Contractor employees will immediately follow the orders of the Jail staff on duty. In the event of a dispute involving the Jail staff and Contractor's staff, the shift sergeant will have the final decision.
- M. Emergency Authority. In an emergency situation, the Jail staff will take supervisory precedent over Contractor's management and staff.
- N. Employee Supervision. Contractor shall have direct oversight, be responsible for and monitor the performance of all Contractor's staff whether providing Services under the Contract. Contractor shall ensure that all Contractor's staff are appropriately supervised. Contractor shall maintain current personnel files (or copies thereof) of its staff assigned to the Jail. The records shall be promptly made available to the County upon request.
- O. Manager. Offeror shall provide job descriptions and resumes for the individual(s) who will be considered for Contractor's position of Food Service Manager. It is preferable that this individual have previous experience with Jail food services. All management must be interviewed and reviewed by administration. The County shall have the right of refusal of any proposed food service manager.
- P. Maintain Food Service Manager. Contractor shall include with its proposal a statement showing its commitment to maintain the same food service manager proposed and approved during the RFP process and remain throughout the life of the contract.

Q. Food Service Manager Approval. If there is a change in the food service manager during the life of the contract, a resume and interview will be required of the new manager. The County shall be notified prior to the transfer/removal of any manager and to approve the replacement. The Chief and Lieutenant reserves the right to reject any managerial candidates without cause.

R. Training - Jail. Contractor shall be responsible for training of food services employees. Contractors employees shall additionally receive the following training prior to providing Services under the Contract, and annually thereafter: Jail security orientation (provided by Jail staff), basic, first aid and accident prevention, CPR, emergency procedures, disaster responses, and specialized training to supplement the worker's area of expertise and should include without limitation: sanitation and personal hygiene; food service policies and procedures; control of knives, tools, tableware, and other potentially hazards utensils; control of keys; control of yeast and other hot food items; use of safety devices and fire extinguishers.

Contractor's staff may additionally be required to attend training in the identification and management of suicidal Inmates and the eight components of a suicide prevention and intervention program, and suicide prevention and intervention training annually thereafter. All training shall be documented with verification to the Chief and Support Lieutenant upon completion.

S. Compliance with Rules and Regulations. Contractor and its employees assigned to Jail will be expected to comply with all KCSO rules of conduct and dress concerning normal day-to-day operations. Contractor is required to brief each of its managers and staff employees no less than annually on general and site-specific security regulations and recommended best practices. Furthermore, Contractor is to notify each of its employees no less than annually in writing that failure to follow the specified procedures will result in their security clearance being immediately revoked.

T. Performance Evaluation. Contractor shall submit within its proposal the frequency and process used for management and staff job evaluations.

U. Employee Uniform. Uniforms and employee appearance of contractor employees, including management, shall be properly attired in a standard, easy-to-recognize uniform. Contractor's employees must be clean and neat at all times and easily discernible from the corrections staff, inmates and inmate workers. The use of perfume and wearing of jewelry (wedding rings are excepted) should be actively discouraged. Contractor must supply hair restraints (hats or nets) and plastic gloves (when handling food) which must be worn by all food service employees and inmate workers in the kitchen.

V. Employee and Inmate Relationships. Contractor must ascertain and immediately notify the Lieutenant verbally and in writing if any employee is related to or initiates a personal relationship with any person confined or previously confined as an inmate in the Jail. It is Contractor's responsibility to require its employees to immediately alert Contractor whenever a person who is a relative or personal acquaintance of that employee is admitted to any of the above noted facilities.

- W. Compliance with Rules and Regulations. Contractor and its employees assigned to Jail will be expected to comply with Jail policy and procedures concerning normal day-to-day operations. Jail staff will train Contractor and Contractor's employees as to Jail policy and procedure and general security practices. Whenever inmate workers are present in the kitchen area, Contractor must have a minimum of one person actively (physically present in the kitchen as opposed to the office, storeroom, or receiving area) engaged in the supervision of inmate workers.
- X. Food Handlers Cards and Medical Exams. Contractor must comply with all medical requirements for each employee as required by law. This includes a current food handler's card on file for all of Contractor's staff and management. All Contractor management and supervisory staff must successfully complete the National Restaurant Association sponsored SERV Safe program, within six months of Contract initiation and within three months of employment thereafter.
- Y. Employee Physical Health. Contractor will not permit employees or assigned inmate workers with communicable health problems (including open sores) to work. As a precaution, Contractor shall visually inspect the hands and face of each inmate worker prior to the start of each inmate worker shift. Any inmates with suspicious symptoms must be directed to report to the Medical Unit and receive written clearance before being permitted to work again. All Staff performing services under the Contract or entering the Jail shall be screened for TB prior to entry and tested annually thereafter.

SECTION 14. IDENTIFICATION BADGES, SEARCH, KEYS **COMPLY:** Yes No

- A. The Jail will provide Contractor's staff identification badges and keys or the equivalent. All Contractor's staff shall wear or carry Contractor's identification badge and the Jail identification badge while on County premises. Upon request of KCSO staff or Jail staff, Contractor's staff shall provide additional photo identification. Contractor's staff without appropriate identification will be denied access to the Jail.
- B. All Contractor's staff may be physically searched upon entering or exiting the Jail. Contractor's staff shall comply with Jail policies regarding Jail restricted items, identification badges, and keys.
- C. Contractor shall be responsible for control of all keys obtained for the Jail and the security of those areas accessed by the keys.
- D. Contractor shall return to the Lieutenant all Jail issued identification badges and keys on the last day a Staff person provides Services under the Contract.
- E. Contractor shall immediately report to the Lieutenant, and highest-ranking Jail staff person currently on shift, the loss or theft of any identification badge or key associated with the Jail, followed by a written report. Contractor will be responsible for all costs of replacing lost keys, re-keying, replacing lock cylinders, and any other associated costs.
- F. The identification badges and/or keys issued to Contractor's staff shall not be duplicated.

- G. Contractor shall account for and return any remaining keys and identification badges within 48-hours of the Contract termination. Failure to do so shall result in withholding of final payment and/or a deduction from the final payment for the costs of replacing lost keys and re-keying and replacing lock cylinders.
- H. Contractor shall not provide subcontractors and staffing agency contracted Staff with “Take-home” keys.

SECTION 15. SUBCONTRACTORS

COMPLY: Yes No

- A. Proposals shall describe in detail all required tasks or operations specifically related to fulfilling Contractor’s obligations to the County under the terms of the Contract to be performed by subcontractors. Subcontracting is the sole responsibility of Contractor and all subcontractors selected by Contractor must be approved, in advance, by the Chief.
- B. Contractor shall provide the County with a copy of all contracts related to subcontractors when any change occurs, or any time upon request from the County. Contractor shall not substitute any subcontract without the prior written approval of the Chief.
- C. Contractor shall ensure that its subcontractors shall indemnify and hold the County harmless as well as comply with the insurance requirements of the Contract. Contractor shall provide proof of subcontractor insurance in the form of a Certificate of Insurance and endorsement to the County upon request. Further, any actions/omissions of Contractor’s subcontractors remain subject to indemnification by Contractor as provided in the Contract.

SECTION 16. FINANCIAL,

COMPLY: Yes No

- A. Cost Proposal. The Cost Proposal Form must be submitted with the offer. No bid will be considered unless the price is firm without qualifications. Prices shall be held firm for the three years of the Contract. Offeror must submit a consolidated per day/per meal prices which must include all direct and indirect costs associated with the performance of the Contract. The County will not be liable for any costs the offeror does not identify in its Proposal. Proposals must identify the cost for each meal period, i.e., breakfast, lunch, dinner, as well as for special inmate diets, and official or group function meals. The total per meal cost proposed by Contractor must include the following:
 1. Food cost (factoring in the anticipated use of US Government commodities)
 2. Disposable (all non-returnable service ware and packaging directly related to the service of meals)
 3. Labor cost (include all on-site management and staff, benefits, and payroll taxes)
 4. Controllable expenses (all normal day-to-day expenses for operating supplies, repairs and maintenance, uniforms, and other related costs).
 5. Equipment and small wares expense (cost for installation and maintenance of any equipment not supplied by but approved for use by the County. This includes the purchase of, and periodic replacement of Contractor supplied small wares).
 6. Administrative/management fee (those costs associated with the administration and management of the contract which are not shown in the labor, expenses or

equipment/small-wares categories). This fee is to include Contractor's profit margin.

7. Miscellaneous expenses. Fees must be identified.

- B. Compensation and Payment. Contractor will be compensated weekly on a per-meal, per-person basis. Contractor is to submit to the Jail Administrative Office and the Chief by Tuesday of each week a statement for the previous week with the number and classification of meals prepared and served to the Jail inmates. The Sheriff's Office will not pay for unconsumed meals prepared in excess of the meal ordered by the Lieutenant or designee.
- C. Meal Count Reconciliation. Contractor and the Chief will reconcile meal counts weekly. In the event of a dispute regarding meal counts and subsequent charges, the Chief shall resolve any discrepancy by using the count of the actual number of meals received unless it is exceeded by the number of meals ordered, in which event that number will prevail. In the event of any dispute, the meal count figures of the Chief shall prevail.
- D. Contractor, at its option, may submit a price-per-meal cost adjustment for the next full fiscal year by January 31st each year. Contractor must be prepared to document and explain the process used to justify the proposed cost increase based upon the following:
1. The USDA Regional Wholesale Food Price Index (as issued quarterly) and the USDA Food Index Forecast will be used to justify the increase in food cost.
 2. US Department of Labor Regional Statistics for labor cost increase in similar job categories will be used to justify the increase in labor costs. In addition, increases in tax rates affecting labor cost will be applied and/or, if applicable, mandated Living Wage CPI adjustments.
 3. Change in specified menus, points of service, and additions or levels of service provided.
 4. Verification or substantiation of cost factors through submissions of supplier invoices over a six-month span.
 5. Price adjustments should not exceed the consumer price index (CPI) for the preceding year for the labor cost portion of the Contract for the Kitsap County area.
- E. The County reserves the right to either increase or decrease food service requirements within the terms of the Contract.
- F. Contractor will be required to submit a price-per-meal cost for the next full fiscal year by January 31st of each year after the contract terms has expired. Contractor must propose and explain the process that will be used to justify the proposed cost increase. Contractor will, within its price proposal, set a not-to-exceed percentage increase in the cost per meal, regardless of the above factors.
- G. Accounting Cycle. For accounting cycle purposes, Contractor must comply with the County's fiscal year of January 1st to December 31st and calendar month periods.
- H. Right to Audit. County reserves the right to audit any aspect of the food services system, as performed by Contractor. Contractor will keep accurate and complete records thereof for at least three years from the termination of the Contract or until the County audits are complete and exceptions resolved for the funding period covered by the contract. Upon request, contractor shall make these records available to the Sheriff's Office or County Auditor's office.

I. Reimbursements. Unless the County and Contractor agree otherwise, the County shall take any reimbursements as a credit against Contractor's invoice. Contractor shall reimburse the County for repairs and/or replacement of items that are missing or damaged due to Contractor's failure to properly supervise staff and inmate workers. Contractor shall reimburse the County for any long-distance calls made from telephones for which the County pays the costs and all criminal history checks conducted by the County for Contractor's staff.

SECTION 17. INSPECTIONS, ACCEPTANCE, GRIEVANCES **COMPLY:** Yes No

A. The jail facilities made available to Contractor may be inspected by the Lieutenant for security, sanitation, food standards, quality of food preparation and service, and Contractor employee performance or any other valid reason. After each inspection, Contractor will be advised in writing of unsatisfactory conditions for which Contractor is responsible. Contractor will promptly correct such deficiencies and communicate in writing within five business days the solution to each problem, when it was corrected and what has been done to prevent recurrence of the problem. County has the right to withhold payment for meals or portions of meals that do not meet the prescribed standards.

B. Acceptance. All goods and services provided are received subject to inspection and testing. If goods/services are defective, insufficient, or fail to meet the scope of work requirements, the County reserves the right to reject the goods/services or to require Contractor to correct any defects. Contractor shall correct any defects in goods/services at no cost to the County or pay the County for expenses incurred by the County in correcting the defects.

C. Grievances. Contractor will be required to respond to written grievances regarding food related issues within the time frame and manner required by Jail policy. All complaints by inmates and staff will be submitted in writing to Contractor by Jail staff. Complaints, which are valid within the terms of the County's agreement with Contractor, will be forwarded in writing to Contractor management. Contractor will have five business days in which to present a written response detailing the solution to the problem.

SECTION 18. EMERGENCIES, COMPLIANCE **COMPLY:** Yes No

A. Emergencies. Contractor shall include in the proposal contingency plans to provide service in the face of unexpected events, e.g., power failure, fire, riot, lockdown, labor strike, or act of God that would preclude normal expectations.

B. Grievances. Contractor will be required to respond to written grievances regarding food related issues within the time frame and manner required by Jail policy.

C. Contract Services Meetings. Jail staff may schedule regular meetings quarterly to discuss services and to resolve any operational problems with appropriate Contractor site, district and corporate level management and staff.

D. Grievances. Contractor will be required to respond to written grievances regarding food related

issues within the time frame and manner required by Jail policy.

- E. Mandatory Legal and Voluntary Compliance. Contractor shall comply with all statutes, ordinances, and regulations and requirements of federal, state, and local governing bodies applicable to the management/operations of the food service contract, which includes obtaining and paying for all applicable licenses and food handler's cards.

SECTION 19. DOCUMENTATION OF MEALS SERVED **COMPLY:** Yes No

- A. Contractor shall maintain, and make available to the Jail command, documentation of all meals served, including substitutes. A plan for assuring nutritional compliance with substitutions shall be provided with the proposal.
- B. Offeror shall outline procedures used to assure all meals will be served at appropriate temperatures and in a manner that makes them palatable, neat, and visibly pleasing. Standardized recipes with portion yield data for all items shall be available and utilized.
- C. Healthy Tray Audit. Contractor shall photograph the last tray coming off the line for breakfast, lunch, and dinner daily and those photographs to the on-duty Sargent daily.

SECTION 20. FINANCIAL MANAGEMENT **COMPLY:** Yes No

Contractor shall develop and maintain sufficient internal controls to adequately safeguard resources, promote effectiveness and efficiency of operations, and assure the reliability of financial reporting to account for all revenue and expenses associated with the Contract. Contractor shall develop and maintain internal controls to prevent and detect internal and external fraud, waste, and abuse. Upon reasonable notice, and at no cost to the County, Contractor shall provide the County or the County's agent prompt, reasonable, and adequate access to any records, books, documents, and papers related to Contract Services.

SECTION 21. RECORDS, MAINTENANCE **COMPLY:** Yes No

- A. Contractor is required to maintain the following records and make them promptly available to the County at no cost to the County.
 - 1. Unless Contractor keeps a perpetual inventory, Contractor shall take and maintain a 30-day physical inventory of food and supplies;
 - 2. Food production and services records;
 - 3. Modified diet orders records;
 - 4. Tray identification system records;
 - 5. Personal health and hygiene of employees' records;
 - 6. Infection control records;
 - 7. At the beginning and end of the day, Contractor shall monitor and log the temperature of all refrigerators, freezers, and dish machines.
 - 8. Emergency menus and supplies;
 - 9. Safety practices, policies, and procedures which include without limitation sanitation, security, food retention, storage and packaging, equipment accountability, handling, maintenance, repair, and disposal;

10. Personnel policies;
11. Record keeping procedures;
12. Cost accounting records;
13. Food service operation organization charts;
14. Records of in-service training and education of employees and inmates (to include inmate accountability and supervision of employees);
15. Quality assurance, quality control, and risk management records;
16. Tool control policies;
17. Time schedules for food preparation, service, and cleanup; and
18. Other records and information requested by the Lieutenant.

SECTION 22. END OF CONTRACT TRANSITION

COMPLY: Yes No

- A. Upon Contract terminated for any reason, or expiration, Contractor shall assist the County in the transition to the Jail, Jail agents or the successor contractor and provide all transition efforts necessary to ensure a quality, smooth, efficient, and timely transition.
- B. County reserves the right to extend the term of the contract on a month-to-month basis to assist in the transition of services. Contractor shall make provision for continuing all management and administrative services until the transition of Health Care Services is complete and all other requirements of the contract are satisfied. Contractor shall be responsible during the transition for all requirements within the Contract.
- C. Contractor will return to the County possession and control of all kitchen and office equipment provided by the County for Contractor's use during the Contract term, in good working order, except for ordinary wear and tear. Any equipment and/or supplies belonging to the County will remain the property of County and any equipment supplied or purchased by Contractor shall remain the property of Contractor at the termination of the Contract. Contractor shall be responsible for reporting fires and hazardous conditions according to Support Lieutenant.

SECTION 23. LIQUIDATED DAMAGES.

COMPLY: Yes No

- A. Contractor's failure to comply with any provisions of the Contract will result in injury to the County, and because it will be difficult to estimate the extent of such injury, the County and Contractor agree that the County shall deduct from the monthly payment due to Contractor, as liquidated damages, the sum of five hundred dollars (\$500.00) for each and every day there is noncompliance with any of the solicitation requirement sections: 5 (Inmate Workers), 6(A) (receiving) and (B) (Deliveries), 7 (Menus, Meals), 8 (Quality Assurance), 9 (B)(Delivery Preparation), 10 (Product Warranty), 11(J)(Sharp Equipment Inventory), 13 (Contractor Staff, Security, Smoking), 18 (Emergencies, Compliance), 19 (Documentation of Meals Served), and 21 (Records, Maintenance).

The amount of damages assessed will be doubled for any repeated violation. The County and Contractor hereby agree that the liquidated damages stated above represent both parties best estimate of the damage resulting from the injury for failure to comply with the mental health services requirements of the Contract and is not a penalty.

END OF SCOPE OF WORK