

**PLACER COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES**



REQUEST FOR PROPOSALS

for

Correctional Food Services Program

RFP No. 10533

Release Date: February 17, 2016

**Submittal Deadline: March 16, 2016
not later than 5:00 PM (Pacific)**

Placer County RFP No. 10533
Correctional Food Services Program

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1.0 INTRODUCTION	1
2.0 TENTATIVE PROJECT SCHEDULE	2
3.0 PRE-PROPOSAL CONFERENCE	2
4.0 SCOPE OF SERVICES	3
5.0 ASSURANCE OF DESIGNATED PROJECT TEAM	13
6.0 GENERAL TERMS & CONDITIONS	13
7.0 PROPOSAL FORMAT REQUIREMENTS	14
8.0 SUBMITTAL INSTRUCTIONS	17
9.0 EVALUATION CRITERIA	18
10.0 SELECTION PROCEDURE	19

ATTACHMENTS

- A. Food Services Kitchen Space Map**
- B. Capital Equipment List**
- C. Food Services Kitchen Procedures**
- D. Required Statements**
- E. Cost Proposal Form**
- F. Draft Contract**

1.0 INTRODUCTION

Placer County maintains three Correctional Detention Facilities, one Juvenile Detention Facility, staff dining and educational environments which require food service. All inmates are required to be provided nutritionally adequate meals. Placer County is considering substantially changing the food service operations from a County-employee provided service to an outsourced service. This approach to the services will require the provision of all food services and support programs for inmates and staff along with supervision of the preparation and distribution of the food to the inmates.

The current average daily population is approximately 750 Adult Male and Female Inmates, and 175 Sheriff's Office staff. 20 Juveniles, 15 Probation Juvenile Detention Staff and 135 Seniors.

Our current statistics for meals is as follows:

- ✓ Adult Inmates- Sheriff's Office Jail (3 locations) – 750,000 meals annually
- ✓ Juvenile Inmates-Juvenile Hall – 50,000 meals annually
- ✓ Sheriff & Juvenile Detention Staff Dining – 64,000 meals annually
- ✓ Senior citizens- Senior's First- – 30,000 meals annually

The numbers listed above are current estimates. It is at the discretion of Placer County to increase or decrease these numbers based on the current inmate and staffing population at any given time. These numbers will be evaluated periodically and discussed with the awarded firm at the beginning of each new contract term.

Placer County is inviting proposals from qualified firms, to prepare a Comprehensive Correctional Food Service Program for Placer County. The strategy is intended to be a road map for Placer County's Correctional Food Services Program as well as determining the best solution to maximizing the state of the art kitchen facility where these meals will be prepared.

Placer County intends to award a 5 year Agreement ("Initial Term") with the option to renew for 3 additional 2 year terms. All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal terms. The Agreement shall not automatically renew.

This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Direct all inquiries regarding this RFP in writing to:

Desiree Belding
Placer County Procurement
2964 Richardson Drive
Auburn, CA 95603
Phone: (530) 889-4256
Email: ddbeldin@placer.ca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFP will be distributed via Placer County's website:

<http://www.placer.ca.gov/admin/procurement/openbids.aspx>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this project. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFP. The schedule for other milestone dates may be adjusted without notice.

Pre-Proposal Conference.....	March 1, 2016
Deadline for Final Questions.....	March 9, 2016
Proposal Submission Deadline.....	March 16, 2016
Evaluation of Proposals and Interviews.....	March 17 ~ April 6, 2016
Interviews (optional).....	April 20, 2016
Contract Negotiations.....	April 25, 2016
Contract approval by Board of Supervisors.....	May 2016

3.0 PRE-PROPOSAL CONFERENCE

A proposer's conference has been scheduled for **March 1, 2016 at 1:00 pm** at the following location:

**South Placer Jail Facility
11901 Go For Broke Rd.
Roseville, CA. 95678**

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested proposers are highly encouraged to attend. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed as soon as practical following the meeting.

4.0 SCOPE OF SERVICES

Current operations are described throughout the document.

At the end of each section is the County's request for your firm's approach to the program.

Contractor shall be the sole provider and coordinator of the Correctional Food Services Program operating at the Food Services Kitchen in the South Placer Jail facility. Contractor will be required to deliver high quality food service 365 days a year that can be audited against established standards, in a cost effective manner, with full reporting and accountability to the Placer County Contract Administrator. Contractor shall maintain an open and cooperative relationship with the Contract Administrator and County staff.

The Placer County Kitchen is a state of the art facility constructed with bulk production in mind. It hosts a variety of industrial kitchen equipment including cook kettles, ample walk-in refrigeration space, drive in refrigeration storage, three tiered dry warehouse storage space and a cook-chill system to produce meals in bulk quantities.

4.1 Hours of Operation:

Since the Food Service Kitchen entrance is separate from the Jail Facility, the space would be available at any time. The current operating hours are from 3:00am until 6:00pm. Food services will be required seven (7) days a week, and as further agreed upon with the contractor. The Contractor is responsible for securing the space when not in use. This includes locking all doors and setting the security alarm if applicable. There is no specification as to how many hours per day the kitchen can be used as long as its use is not interfering with programs being offered in the attached building.

4.2 Access & Parking

Access to the Food Services Kitchen will be provided to the Contractor and Contractor Staff approved in part of the contract with selected firm. Fob Access will be provided by the Sheriff's Office into the gated entrance and Food Services Kitchen.

Contractor Staff parking will be located near the rear entrance to the Food Services Kitchen. The dock area includes 5 bays of which one will be designated for the contractor. The other bay(s) are to be kept clear for County staff to utilize.

4.3 Correctional Food Service Program

Currently the Correctional Food Service Program is responsible for serving meals at the following locations: South Placer Jail (located north of Roseville), Auburn Jail, Tahoe Jail, Juvenile Detention Facility (located in Auburn), sack lunches for off campus assignments, occasional catered County events and a private contract with Seniors First (a senior citizen food program).

The current methodology for meals being provided for these customers is as follows and is shown as reference only. The County is seeking your proposal specifically for the County required services.

- **South Placer & Auburn Inmate Meal Services**
 - Three meals provided daily for each adult in custody at either of the two main County jail facilities (Auburn and South Placer).
 - **Tahoe Meal Services**
 - Orders are placed once a week with the Food Services Staff. Order usually consist of frozen meals (between 20-30 meals), loaves of bread, peanut butter and jelly, fruit and milk.
 - **Juvenile Meal Services**
 - Three meals provided daily for each juvenile in secure detention at the Placer County Juvenile Detention Facility in Auburn.
 - Meals are currently provided as follows: Three meals consisting of (Breakfast: 1 hot tray, 1 cold tray, 2 milks (1 being chocolate milk); Lunch: 1 hot tray, 1 cold tray, 1 milk; Dinner 2 hot trays, 1 cold tray, 1 milk.) provided daily for each juvenile at the Juvenile Detention Facility in Auburn. Additionally, juveniles are provided fruit snacks twice daily, once during school hours and once in the early evening.
 - **Juvenile Detention Staff Meal Services**
 - The Correctional Food Service Program currently provides 14 to 18 staff meals per day.
 - **Catered Meal & Bulk Food Services**
 - Miscellaneous catering of meetings, events and other needs throughout the year for County entities and departments.
 - Correctional Food Services Program provides bulk food items in addition to established meals. Grab and go items such as individual portioned snack foods (for staff dining and juvenile incentives), raw chicken for Sheriff's Office canine unit, as well as frozen ready to heat items for staff dining are all provided on an at cost basis as requested.
 - **Senior Meal Services**
 - Hot Meals provided via contract with Seniors First for delivery to home bound seniors, as well as meals for lunches at congregate meal centers located throughout the County.
 - Meals are currently provided as follows: Seniors First provides hot boxes with heating stones. Vendor will heat the stones and the meals, place both in the hot boxes and have available on the loading docks (in both Roseville and Auburn) for pick-up once a day Monday through Friday.
- Explain how your firm will be responsible for every facet of the food service program include a detailed explanation of how you will fulfill the obligations of the existing customers. Please include a detailed plan for providing catering, bulk food, and the current obligations to the Seniors First Contract.
- Explain if your firm is anticipating additional contracts with outside entities and include in your proposal how that will impact our requirements and ultimately the compensation for services.

- Explain how your firm will conduct the program in accordance with recognized standards, laws, ordinances, rules and regulations of Federal, State and Local Authorities, as applicable. Including ensuring nutritional standards to meet the requirements of Title 15.

4.4 Food and Supplies

The current food services program utilizes disposable trays for serving and rapid chill freezing of meals for advanced meal preparation. The County adopted this approach due to safety and sanitary reasons related to the inmate population.

Contractor will supply labor, food products, materials, and supplies (including paper supplies, cleaning supplies, garbage bags, cleaning cloths etc. for food preparation area and dishwashing) necessary to provide food services for the inmates and staff of Placer County.

Contractor agrees to make the fullest use of the USDA donated commodities and Spot Buys when they are available, wholesome, and appropriate for menu purposes. Commodities received will be used solely for the benefit of those persons in the jail. The Contractor will properly handle, store, and prepare all commodities.

Raw food and other food supplies are purchased by various food suppliers on a weekly, bi-weekly or monthly basis in a shopping list manner and spot buys are utilized when offered to lower food costs and as menu planning allows.

- Explain how your firm will fulfill this obligation including procurement, receiving, handling and storage of all food and food related items and supplies necessary for the food service program, including trays, utensils, etc.
- Identify if your firm is able to receive USDA donated commodities and how that is tracked, inventoried and provided if applicable.
- Identify your firm's main providers of products and supplies. Describe how your firm uses local providers in other markets and how you would approach that issue here.

4.5 Staffing

The Placer County Food Services Program employs 13 full time County staff members and is augmented with inmate labor. An average work day typically includes 40-55 inmate laborers to assist in the Food Services Kitchen.

It is the County's request that if any of the current staff would prefer to remain in the food service program that they be provided the opportunity to be considered for employment with the successful Proposer (Contractor), if such positions are available and appropriate. Identify if and how this could be accomplished in your response to the proposal.

Contractor shall employ, train and maintain a sufficient staffing level to ensure a safe, efficient and secure operation of the Facility's kitchen. All staff working with inmate labor will be required to attend and pass Prison Rape Elimination Act (PREA) training, as well as inmate interaction and supervision training (yearly) which will be provided by Placer County Sheriff's Office

Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement. Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

- Describe contractor attire and uniforms and how they will be distinct from the inmate staff.
- Explain your staffing plan to provide adequate resources to meet objectives. Assign a minimum of employees/Supervisors per shift to oversee and supervise all aspects of the food service operation. Inmates will be provided, as the Contractor requests, subject to the approval of the Sheriff's Office. Provide an organizational chart and job descriptions for all professional and inmate workers required with the proposal including number of inmates required per shift. The Contractor agrees to train and supervise inmate personnel, subject to the overall control of the County. The Contractor is responsible for all wages, salary benefits, discipline, and overtime payments to its staff.
 - 1 Contractor will provide the names of all employees assigned to work in the food service program to the Contract Administrator or designee for a criminal background record check. All employees must be screened and approved by the Contract Administrator or designee.
 - 2 Employees will also be required to pass the non-peace officer's background check administered by Placer County.
 - 3 Contractor is also required to provide a certified medical certificate stating that each proposed employee is free from communicable diseases. No employee will be allowed to work in the facility without first being checked for a criminal record and/or without the submittal of a medical certificate
 - 4 Contractor's employees will be required to submit to periodic health examinations as required by law and to submit evidence of compliance with all health regulations.

4.6 Inmate Labor

Placer County currently utilizes approximately 40-55 inmate laborers to assist in the kitchen as needed. Inmate labor is utilized when inmate labor is available to supplement where staffing needs are required for the day to day operations of the Food Services Kitchen. No specific amount of inmate labor can be guaranteed by the County; however, inmate labor will be made available when possible.

- ✓ Inmate labor may be used for the receiving, storing, preparation of inmate food, delivery of adult meals, and general sanitation and cleaning.
- ✓ Inmates are prohibited from using any specialty equipment in the kitchen that requires certification or special training, including the forklift, cardboard baler, trash compactor and pallet jacks/hydraulic lifts.

- Explain how your firm complies with inmate protocol and operations to ensure safety and security. Identify within your proposal the best practices that you utilize in working with inmate labor.
- Explain how your firm will utilize the inmate labor. Include your estimated number of inmate labor needed and shift times proposed.

4.7 Jail Kitchen Procedures

The Placer County Sheriff's Office is responsible for all inmates while in custody including inmate conduct, safety and security. The Sheriff's Office has developed a Food Services Kitchen Procedure Protocol which the awarded contractor will be responsible to follow at all time. The procedures are included as part of this RFP as Attachment C. The responding firm shall review and identify if they see any concerns or conflicts in their proposed approach with the established procedures.

4.8 Meals and Menus

Adult Inmates

Meals are served 3 times per day at the approximate times: 5am, 11am and 4pm. The Food Services Kitchen currently serves a minimum of three (3) meals a day, two hot and one cold. If emergency procedures are implemented, meals will decrease to (2) meals a day, one is a hot meal, and the total meals maintain the same caloric intake.

Headcount Notification will be provided by the Contract Administrator. Currently, the headcount notification is provided on the following schedule:

- ✓ Breakfast - Provided by 3:30 a.m.
- ✓ Lunch - Provided by 10:30 a.m.
- ✓ Dinner - Provided by 3:00 p.m.

Sack Lunches & Court Scheduled Inmates

Meal counts for Sack Lunches and Court Scheduled Inmates are provided for off –site Inmate Workers assigned outside of the Jail. Headcounts are determined in the mornings and reported to the Food Services Kitchen Staff between 6-8 am. This meal must meet the standard nutritional guidelines for an inmate lunch service which would normally be provided in the jail facility. These lunches must be provided in a sack that is permeable to inmate misconduct and feasible to hold its contents.

- The County is interested in possible alternative meal services that comply with the standard nutritional requirement but would limit movement throughout the facility as often as it occurs currently. One idea proposed has been the implementation of “mega meals” for adult inmates housed in the jail.

Juvenile Meals

Meals are delivered to the Juvenile Detention Facility (JDF) daily Monday through Friday at various times as agreeable with JDF staff. Currently a minimum three (3) meals a day, all hot are served. JDF staff heat all meals at the time served. Juvenile regulations do not allow for any reduction in meals served during an emergency. This would not preclude use of sack meals to insure feeding during emergencies.

Sack lunches are ordered/prescribed by Medical Provider for youth as needed (weight gain, pregnancy). For the Saturday Juvenile Work Project, when scheduled, the kitchen provides at least 5 sack lunches.

Headcount Notification will be provided by the JDF Staff. Currently, the headcount notification is provided once daily between 2:00 a.m. and 5:00 a.m.

Juvenile Detention Facility Staff Dining

Food Services Kitchen currently provides 14 to 18 staff meals per day to JDF Staff.

Meals must be offered on each shift 7 days per week/ 365 days per year. Meals must be comparable on each shift and demonstrate a variety of menu offerings of hot and cold and box style meals. Contractor shall supply coffee, tea, soft drinks and condiments (including food service products) to the staff break rooms.

Staff dining meals must be prepared by Contractor staff only. No Inmates are allowed to prepare Staff meals at any time. Contractor will have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.

Sheriff's Staff Dining

The Sheriff's Office currently contracts out with an outside vendor to provide staff dining. This vendor currently provides 70 to 80 staff meals per day (approximately 2,400 meals per month).

- The Sheriff's Office is interested in possibly adding on staff dining for jail staff. If included in this contract: Meals must be offered on each shift 7 days per week/ 365 days per year. Meals must be comparable on each shift and demonstrate a variety of menu offerings of hot and cold and box style meals. Contractor shall supply coffee, tea, soft drinks and condiments (including food service products) to the staff break rooms.

Staff dining meals must be prepared by Contractor staff only. No Inmates are allowed to prepare Staff meals at any time. Contractor will have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.

- Explain your firm's methodology for fulfilling the obligations of the current Food Services Program as described in each element of section (4.8). Explain how you will provide meal service to the various locations describing your means of transportation for all meals including Sheriff's Staff.
- Explain your firm's proposal for incorporating Staff Dining including how those meals will be prepared and provided as described in this section 4.8 (**Sheriff's Staff Dining**)
- Describe your firm's approach to alternative meal services such as "Mega Meals" or other possible alternatives as described in this section 4.8 (**Sack Lunches & Court Scheduled Inmates**)

Menu Specifications

Contractor will guarantee that all meals served will adhere to the sample menus contained in the proposal submittal. All menus must be approved by a registered dietician at the contractor's expense. The successful Contractor's supervisory personnel will be familiar with all aspects of menu preparation including those for special diets. Any necessary changes or modifications to the menus must first be approved by a registered dietician and submitted by the Contractor to the Contract Administrator or their designee for final approval prior to the implementation of the change or modification.

The meal menu for inmates will be rotated once every four (4) weeks. This menu will be published and provided to staff thirty (30) days in advance. The menu will include:

- ✓ Calorie count for each meal.
- ✓ 4 week menu for breakfast, lunch and dinner
- ✓ Menu for holidays such as Thanksgiving and Christmas.
- ✓ List of all inmates who are currently on a special diet for medical reasons and/or religious needs.

Special Dietary Requirements

Contractor will provide diets conforming to physician-ordered specifications and other specialized meals as currently provided by the County.

Contractor will have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.

Special holiday and spirit lifter meals, will be served at no additional charge to the county. These special holidays include but are not limited to Easter, Thanksgiving, Christmas, and New Year's Day, Memorial, Labor Day & the 4th of July or as determined by the Contract Administrator.

The current food services program has approximately 70 inmates on disciplinary or special diet restrictions. Out of these 70 inmates, 40 of them are on a no soy diet.

- Explain how your firm will prepare menus and provide a sample format including all applicable information as listed above. Include how your firm will comply with having all menus approved by a registered dietitian.
- Explain how your firm will address special dietary requirements.
- Explain how your firm will document and maintain all the Federal, state and local requirements for the meal services.
- Explain how your firm will process food service complaints from inmates.

4.9 Transport

Placer County currently has multiple locations which require food services. The bulk of the meals for the Jail will be prepared, heated and served at the South Placer facility. However, food will also need to be heated and served at the Auburn Jail and the Juvenile Detention Facility located in Auburn. Contractor will be responsible for transportation and reheating as needed.

Transportation of meals to the Juvenile Detention Facility requires staff workers only; inmate workers are prohibited from transporting meals to and from the Juvenile Detention Facility.

The current transportation and heating arrangements are as follows:

- Adult inmate population is as follows:

- **Auburn Jail**

- Meal Carts: Additional meal orders or supplies will be placed inside the designated sally port. Inmate workers delivering meal carts will be supervised by kitchen staff. Meal counts and contraband inspections will be conducted by custody staff inside the sally port before the carts are moved into the secure areas.

- **South Placer Jail**

- Meal Carts: Additional meal orders or supplies will be placed inside the designated sally port. Inmate workers delivering meal carts will be supervised by kitchen staff. Meal counts and contraband inspections will be conducted by custody staff inside the sally port before the carts are moved into the secure areas.

- **South Placer Minimum Security**

- Inmate workers under direct supervision of kitchen staff will push food carts from the kitchen to the Minimum Security Facility. When meal service is complete, Minimum Security staff will contact the kitchen to have the meal carts retrieved by inmates working in the kitchen. Inmates delivering or retrieving food carts between facilities will be supervised by kitchen staff at all times.

- **Tahoe Jail**

- Meals are prepared and delivered to the Auburn Jail Facility. Sheriff's Staff is responsible for the delivery of these meals to the Tahoe facility. Tahoe Sheriff's Staff will be responsible for heating meals when/as needed.

- Juvenile population is as follows:

- **Juvenile Detention Facility**

- Meal Carts: Meal orders or supplies will be delivered to the JDF kitchen via the rear sally port. Meal counts and contraband inspections will be conducted by JDF staff inside the sally port before the carts are moved into the secure areas. Contractor will transfer trays to the refrigerators and remove any old/used trays. JDF staff will heat meals when/as needed.

- Explain how your firm will transport and heat meals for ALL locations. Include type of transportation (including temperature regulation while in transport), prepared meal distribution and service tools used to execute this process.
 - Explain your firm's approach to alternative transport methodology if applicable.

4.10 Reporting

All meals shall be in accordance with the approved menus.

- **Cost per Meal**

The price per meal shall be guaranteed for a period of one year unless there is a change in the Scope of Services, at which time the parties shall negotiate mutually agreeable terms. After the first year, Price increases must be competitive with the US Consumer Price Index (CPI) for US City Average and based on Category: Food away from home; Sub Category: Food at employee sites and schools.

- **Documentation of Meals Served**

The Contractor shall keep accurate records of sales and meal counts. Documentation of all meals served including substitutions shall be maintained. A copy of such records shall be supplied to the Contract Administrator on a monthly basis on the first working day of each period.

All such records shall be available to the County or its agents at any time during regular working hours at a location within the County where such records are normally kept.

- Explain how your firm will inventory and document the Raw Food and Food Supplies inventory. Include your methodology for tracking spoilage, damaged goods, theft and shrinkage. Provide a sample report
- Describe any supplemental programs such as the USDA donated commodities that the County may be able to benefit from.
- Explain how your firm will keep documentation of Cost per Meal and Meal Service Compliancy. Include a sample report.
- Explain your invoicing process and how we would expect to be billed. Include a detailed sample invoice for Placer County based on your proposed approach.
- Identify where records will be stored and maintained.

4.11 Facility and Capital Equipment

The Food Services Kitchen is approximately 14,225 square feet, and consists of a large main kitchen, a 4,750 square foot warehouse space which includes drive-in refrigeration warehouse storage/ pallet racking, dry storage warehouse with pallet racking, multiple office areas, restrooms, inmate break rooms and a 1,650 square foot loading dock and ramp. See Attachment A for visual representation of this space. Included in this area are the kitchen appliances and capital equipment as detailed in Attachment B.

It is the awarded firm's responsibility to comply and maintain all certification required by the State & Local Health Department at all times.

The Sheriff's Office must have access to the Food Services Kitchen at all times

- **Routine Maintenance and Janitorial Requirements**

The Contractor shall be solely responsible for all daily and routine maintenance and cleaning, including providing any cleaning supplies needed and maintaining, including but not limited to, equipment, restrooms, sinks, floors, entrances, loading dock and ramp, and trash area. The Contractor is responsible for complying with all Environmental Health Department Requirements and a copy of the Health Departments Inspection Reports must be posted at all times in the Food Services Kitchen.

- **Maintenance of Equipment**

Contractor shall be responsible for all maintenance costs of equipment that is currently located in the Food Services Kitchen as identified in Attachment B including but not limited to the refrigeration equipment, blast chill machines, all cooking production equipment, supplies and all equipment necessary to run the operation of the Correction Food Services Program. All equipment will be fully functional and inventoried when the kitchen commences operation. During the term of the Agreement, all items shall be kept clean, regularly serviced and maintained in accordance with any manufacturer's recommendations and suggestions, fully operational and show no signs of visual or structural damage. The Contractor must provide to the Contract Administrator the name of the maintenance company that will keep all equipment in good service. Failure to maintain equipment and fixtures in good repair shall be deemed a breach of the Agreement with the County. At the expiration or termination of the contract, Contractor shall return to the County the food services premises and all equipment furnished by Placer County in the condition in which it was received by the Contractor, with the exception of normal wear and tear.

- **Heavy Equipment (warehouse)**

The County will provide a forklift (reach-truck), electric pallet jack, compactor and baler for the contractor to use for day to day operations. The equipment noted are utilized by the Correction Food Services Program. The Contractor will be responsible for of the maintenance and repair costs for these units.

- **Utilities**

The Contractor will be responsible for the costs of the kitchen utilities including, but not limited to gas, electric, water, trash removal, telephone, internet, cable and sewer services. Utilities are to be paid in a timely manner.

- Explain your firm's approach to the janitorial requirements of the Facility and how you will meet that at this location.
- Explain how your firm will address the maintenance, repair and replacement of equipment required for the Correction Food Service Program. Please provide a detailed plan of maintenance procedures, including a detailed preventive maintenance plan. The County reserves the right to inspect all preventive maintenance and repair performed at the request or under the direction of the Contractor.
- Explain how your firm will address the heavy equipment usage and maintenance.

- Explain what type of arrangement your firm is willing to enter into to maintain the capital fixed assets and how that arrangement would be administered. The County is open to any viable option.

4.12 Transition of Operations

Proposers must demonstrate a proven ability for a complete transition of operations within 60 days of executing the agreement. The County and the Contractor shall, within 60 days of executing the agreement, set dates through the scheduled contract termination date for quarterly review meetings between County staff and the Contractor for the service in relation to the contract.

The successful proposer shall, within 30 days of execution of the contract, initiate a monthly meeting providing a report on the operations, any known issues or concerns and recommended course of action. These review sessions will be regularly scheduled and include all applicable County departments with designated staff.

- Provide within your response a detailed plan for transition of operations from the current program. Address each element of the transition including staffing, food preparation, cutover and any other required elements.
- Provide a sample of the proposed monthly report form.

5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

6.0 GENERAL TERMS & CONDITIONS

- 6.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Contractor services agreement, a draft of which is included as **Attachment F**
- 6.2 **Independent Contractor.** At all times the Contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Placer. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Placer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 6.3 **Publicity Clause:** Awarded firm(s) shall obtain prior written approval from the County for use of information relating to the County or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.

- 6.4 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 6.5 **Conflict of Interest.** The Contractor shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 6.6 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 6.7 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the draft contract, **Attachment F**. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal.
- 6.8 **Protests and Appeals.** In accordance with Section 10.0 of the Placer County Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

7.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

All copies of the proposal should be bound or contained in loose leaf binders. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

7.1 **Cover Letter** with the following information:

- Title of this RFP
- Name and mailing address of firm (include physical location if mailing address is a PO Box)
- Contact person, Email address, telephone number, and fax number.

The County will use email to notify your firm of critical developments such as interview schedules, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who has frequent access to email. The County will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The County will not attempt to re-deliver any messages which fail due to no fault of the County.

7.2 **Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

7.3 **TAB A: Firm's Qualifications** – Describe your firm and provide a statement of your firm's qualifications for performing requested services. Identify the services which would be completed by your firm's staff. Include the Firm's Organization Chart, including its constituent parts, and size variation of staffing levels in the past five years.

7.4 **TAB B: Experience and References** – Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three references for related projects or service agreements, including dates, contact person and phone number, and a brief description of the project or agreement. Public sector references are preferred.

- 7.5 **TAB C: Qualifications of Team** – Provide a brief summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and résumé. Include an organization chart of the staff available for project and the designated project manager/lead for each applicable category.
- 7.6 **TAB D: Project Plan** – Provide a detailed discussion of your firm’s approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task. Within this section please address each identified element of the RFP and the questions or requirements noted in Section 4.1 – 4.12.
- 7.7 **TAB E: Required Statements** – This section must include the statements identified below. For your convenience, you may complete and return **Attachment D**.
- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
 - B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
 - C. Include a statement of assurance that you will not substitute members of your designated team without approval by Placer County staff (per **Section 5.0**)
 - D. Include a statement which declares there is no Conflict of Interest (per **Section 6.5**)
 - E. Provide a statement attesting there has been no Collusion (see **Section 6.6**)
 - F. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the draft contract (**Section 6.7**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
 - G. Provide a statement certifying that your firm is not currently subject to debarment under Title 49, Code of Federal Regulations, Part 29
- 7.8 **TAB G: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Draft Contract (**Attachment F**). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County’s determination of whether it is possible to successfully negotiate a contract with your firm.

- 7.9 **Cost Proposal** – Cost Proposals will only be requested of the “short-listed” firms (those who are invited to interview (see Evaluation Criteria). If no interviews are held, the County will request a Cost Proposal from the top-ranked firm. Cost Proposals must be submitted within 2 business days after written request from the County

When preparing your Cost Proposal, use the form provided in **Attachment E** provide a total cost proposal for all services to be delivered. Define any other expenses requested to be paid by the County.

All cost proposals shall be signed and dated per Section 7.2 above.

8.0 SUBMITTAL INSTRUCTIONS

- 8.1 Your submittal package shall include the following:
- **One (1) original and five (5) printed copies** of your proposal
 - **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media
- 8.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.
- 8.3 Proposals must be submitted **ONLY** to:
- Placer County Dept. of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603-2640
- 8.4 Faxed and/or emailed proposals shall not be accepted.
- 8.5 The County of Placer shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 8.6 Late submittals shall not be accepted or considered.
- 8.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.
- 8.8 All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.
- 8.9 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 8.10 All costs associated with proposal preparation shall be borne by the offeror.

- 8.11 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

9.0 EVALUATION CRITERIA

- 9.1 Evaluation of Written Proposals – Upon review of the written proposals, the County will use the following evaluation criteria and rating points to determine the most highly qualified firm(s).

<u>Evaluation Criteria – Written Proposals</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm (per Sections 7.4 and 7.5)	30
B. Experience and qualifications of proposed staff (per Section 7.6)	20
C. Understanding of the project – Proposed Project Plan (per Section 7.7) <ul style="list-style-type: none">• Food Service Program (per Section 4.3)• Staffing (per Section 4.5)• Meals & Menus (per Section 4.8)• Transportation (per Section 4.9)• Reporting (per Section 4.10)• Facility & Capital Equipment (per Section 4.11)• Transition (per Section 4.12)	10 5 10 5 5 10 5
Total Possible Points:	100

Pursuant to existing Placer County policy, a local preference credit of 5% for Placer County businesses will be permitted when evaluating responses to this RFP. The 5% credit will be added to the scores of qualifying firms during the evaluation process. Firms claiming Local Vendor Preference must submit an Affidavit of Eligibility with their response, unless an authorized affidavit is already on file. Preference criteria and affidavit forms may be obtained via the internet, by logging on to:

www.placer.ca.gov/procurement/localvendorpref

- 9.2 Interviews – The following evaluation criteria and rating points will be used to determine the most highly qualified firm(s) following interviews (if held). Following the interviews a site visit may be conducted and factored into the final decision for the top ranked firm.

<u>Evaluation Criteria - Interviews</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm	10
B. Experience and qualifications of proposed staff	30
C. Understanding of the project – Proposed Project Plan	30
D. Vendor response to the Interview	10
E. Proposed Cost (per Section 7.9)	20
Total Possible Points:	100

10.0 SELECTION PROCEDURE

- 10.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- 10.2 Interviews will be held solely at the County's option. The County will use the above criteria to score and rank firms' responses to interview questions or instructions, in addition to other relevant information provided or requested.
- 10.3 The County reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 10.4 The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 10.5 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 10.6 The County will notify all proposers whether or not they are selected for the subject work. Email is the County's preferred method of communication for all stages of the RFP process.

THIS PAGE LEFT BLANK FOR SPACE MAP of FOOD SERVICES KITCHEN

Description	Date Acquired	Make	Model	Useful Life (in Months)
MIXER	1/15/1987	HOBART		180
CONVECTION OVEN	6/30/1993	BLODGETT	DFG102	120
FOOD PROCESSING	10/31/1995	PAXTON-HALLDE	RG400	180
RE-THERMALIZATION CABIN	1/31/1996	CARTER-HOFFMAN	18 BASKET RTH24	180
RE-THERMALIZATION CABIN	1/31/1996	CARTER-HOFFMAN	18 BASKET RTH9	180
BRASING PAN	3/31/1999	GROEN	HFP/2	180
DISHWASHER	7/31/2001	HOBART	FT-920	180
HOBART MIXER	6/30/2002	HOBART	V1401	120
RE-THERMALIZATION CABINET	5/31/2000	SMART & FINAL	RTH18H	120
RE-THERMALIZATION CABINET	5/31/2000	SMART & FINAL	RTH18H	120
CUTTER MIXER	6/30/2003	HOBART	HCM-450	180
FOOD PUMP STATION	4/30/2004	GROEN		180
CONVECTION OVEN	6/30/2006	COOKS	MARK V DOUBLE	120
CONVECTION OVEN	6/30/2006	COOKS	MARK V DOUBLE	120
CONVECTION OVEN	6/30/2006	COOKS	CJDF	120
VEGETABLE PREPARATION MACHINE	12/31/2008	PAXTON-HALLDE	RG-400	180
TRASH COMPACTOR	12/31/2008			120
SPACF - FREON DETECTION SYSTEM	6/30/2014		CIP CONVERSION	120
SPACF - REFRIGERATION CONTROL PANEL	6/30/2014		CIP CONVERSION	120
SPACF - CARDBOARD BALER	6/30/2014	CIP CONVERSION		120
SPACF - ICE MACHINE	6/30/2014	CIP CONVERSION		180
SPACF - ICE BIN	6/30/2014	CIP CONVERSION		180
SPACF - ICE BUILDER ASSEMBLY	6/30/2014	CIP CONVERSION		120
SPACF - ICE BUILDER REFRIGERATION RACK	6/30/2014	CIP CONVERSION		120
SPACF - ICE BUILDER PUMP PACKAGE	6/30/2014	CIP CONVERSION		120
SPACF - SPIRAL MIXER PACKAGE	6/30/2014	CIP CONVERSION		120
SPACF - SPIRAL MIXER PACKAGE	6/30/2014	CIP CONVERSION		120
SPACF - 140QT MIXER PACKAGE	6/30/2014	CIP CONVERSION		120
SPACF - PROOF BOX	6/30/2014	CIP CONVERSION		120
SPACF - ROTATING RACK OVEN PACKAGE	6/30/2014	CIP CONVERSION		120
SPACF - FIRE SUPPRESSION SYSTEM	6/30/2014	CIP CONVERSION		120
SPACF - DIVIDER/ROUNDER PACKAGE	6/30/2014	CIP CONVERSION		180
SPACF - DIVIDER/ROUNDER PACKAGE	6/30/2014	CIP CONVERSION		180

Description	Date Acquired	Make	Model	Useful Life (in Months)
SPACF - BREAD SLICER W/ BAGGER	6/30/2014	CIP CONVERSION		180
SPACF - BREAD SLICER W/ BAGGER	6/30/2014	CIP CONVERSION		180
SPACF - AUTO SLICER WITH STAND	6/30/2014	CIP CONVERSION		180
SPACF - PREP TABLE WITH SINKS	6/30/2014	CIP CONVERSION		180
SPACF - PREP TABLE WITH SINKS	6/30/2014	CIP CONVERSION		180
SPACF - POTATO PEELER	6/30/2014	CIP CONVERSION		120
SPACF - VACUUM PACKAGE MACHINE	6/30/2014	CIP CONVERSION		120
SPACF - PREP TABLE	6/30/2014	CIP CONVERSION		180
SPACF - FOOD DICER	6/30/2014	CIP CONVERSION		180
SPACF - VEGETABLE WASHER	6/30/2014	CIP CONVERSION		120
SPACF - FOOD PROCESSOR	6/30/2014	CIP CONVERSION		120
SPACF - EXHAUST HOOD	6/30/2014	CIP CONVERSION		180
SPACF - COMBI OVEN WITH PACKAGE	6/30/2014	CIP CONVERSION		120
SPACF - TILT SKILLET	6/30/2014	CIP CONVERSION		120
SPACF - CONVECTION OVEN 6-BURNER RANGE	6/30/2014	CIP CONVERSION		120
SPACF - GRIDDLE	6/30/2014	CIP CONVERSION		120
SPACF - FIRE SUPPRESSION SYSTEM	6/30/2014	CIP CONVERSION		120
SPACF - PREP TABLE WITH SINKS	6/30/2014	CIP CONVERSION		180
SPACF - SINK 3-COMP, BOTTOM PAN	6/30/2014	CIP CONVERSION		180
SPACF - CART WASH MACHINE	6/30/2014	CIP CONVERSION		120
SPACF - TOTE DOLLY W/ 40 PLASTIC TOTES	6/30/2014	CIP CONVERSION		180
SPACF - EXHAUST HOOD	6/30/2014	CIP CONVERSION		180
SPACF - DOUBLE CONVECTION OVEN	6/30/2014	CIP CONVERSION		120
SPACF - DOUBLE CONVECTION OVEN	6/30/2014	CIP CONVERSION		120
SPACF - DOUBLE CONVECTION OVEN	6/30/2014	CIP CONVERSION		120
SPACF - DOUBLE CONVECTION OVEN	6/30/2014	CIP CONVERSION		120
SPACF - DOUBLE CONVECTION OVEN	6/30/2014	CIP CONVERSION		120
SPACF - FIRE SUPPRESSION SYSTEM	6/30/2014	CIP CONVERSION		120
SPACF - SERVICE COUNTER WITH SINK	6/30/2014	CIP CONVERSION		180
SPACF - DW WITH BOOSTER	6/30/2014	CIP CONVERSION		180

Description	Date Acquired	Make	Model	Useful Life (in Months)
SPACF - SALAD BAR COUNTER W/ PARTS	6/30/2014	CIP CONVERSION		180
SPACF - EXHAUST HOOD	6/30/2014	CIP CONVERSION		180
SPACF - DUAL REMOTE CONTROL CENTER	6/30/2014	CIP CONVERSION		120
SPACF - DUAL REMOTE CONTROL CENTER	6/30/2014	CIP CONVERSION		120
SPACF - FIRE SUPPRESSION SYSTEM	6/30/2014	CIP CONVERSION		120
SPACF - HOIST AND RAIL	6/30/2014	CIP CONVERSION		120
SPACF - PASTA BASKET WITH DOLLY	6/30/2014	CIP CONVERSION		180
SPACF - EXHAUST HOOD	6/30/2014	CIP CONVERSION		180
SPACF - KETTLE 200 GAL	6/30/2014	CIP CONVERSION		180
SPACF - COOK CHILL EQUIPMENT S/S CATWALK	6/30/2014	CIP CONVERSION		180
SPACF - RAILING KETTLE PIT	6/30/2014	CIP CONVERSION		120
SPACF - KETTLE MIXING 200 GAL	6/30/2014	CIP CONVERSION		180
SPACF - PASTA KETTLE 200 GAL	6/30/2014	CIP CONVERSION		180
SPACF - FLOOR TROUGH	6/30/2014	CIP CONVERSION		120
SPACF - PREP TABLE WITH SINK	6/30/2014	CIP CONVERSION		180
SPACF - CASING CONVEYOR	6/30/2014	CIP CONVERSION		180
SPACF - RODUCT METETING/ FILLING STATION	6/30/2014	CIP CONVERSION		120
SPACF - SINK 3-COMP	6/30/2014	CIP CONVERSION		180
SPACF - TUMBLE CHILLER 320 GAL	6/30/2014	CIP CONVERSION		180
SPACF - ROTATING RACK OVEN	6/30/2014	CIP CONVERSION		120
SPACF - FIRE SUPPRESSION SYSTEM	6/30/2014	CIP CONVERSION		120
SPACF - ROTATING RACK OVEN	6/30/2014	CIP CONVERSION		120
SPACF - FIRE SUPPRESSION SYSTEM	6/30/2014	CIP CONVERSION		120
SPACF - FIRE SUPPRESSION SYSTEM	6/30/2014	CIP CONVERSION		120
SPACF - TILT SKILLET 40GAL	6/30/2014	CIP CONVERSION		120
SPACF - TILT SKILLET 40GAL	6/30/2014	CIP CONVERSION		120
SPACF - HOIST AND RAIL	6/30/2014	CIP CONVERSION		120
SPACF - EXHAUST HOOD	6/30/2014	CIP CONVERSION		180
SPACF - EXHAUST HOOD	6/30/2014	CIP CONVERSION		180
SPACF - GRIDDLE	6/30/2014	CIP CONVERSION		120
SPACF - GRIDDLE	6/30/2014	CIP CONVERSION		120
SPACF - COMBINATION OVEN WITH RACK	6/30/2014	CIP CONVERSION		120

[illegible]

PLACER COUNTY SHERIFF'S OFFICE
CORRECTIONS DIVISION
POLICY MANUAL



TITLE:	PLACER COUNTY FOOD SERVICES KITCHEN PROCEDURES (CUSTODY)	NO:	1-44
---------------	---	------------	-------------

EFFECTIVE	12/04/2013	REVISED	11/02/15	REVISED	00/00/00	REVISED	00/00/00
-----------	------------	---------	----------	---------	----------	---------	----------

POLICY
Jail Kitchens are a unique operational environment that may allow inmates access to potential contraband, weapons and avenues of escape, and contain equipment and materials that require enhanced supervision to prevent accident and injury. The purpose of this policy is to establish and maintain Kitchen Operations that account for safety and security required in a custodial setting while maintaining vital facility operations.
This policy does not establish safety or operational responsibilities otherwise required by the jail's meal service provider.

APPLICABLE AUTHORITIES	SECTION	DESCRIPTION
California Code of Regulations, Title 15	1230	Food Handlers
California Code of Regulations, Title 15	1242	Menus
California Code of Regulations, Title 15	1243	Food Service Plan
California Code of Regulations, Title 15	1245	Kitchen Facilities, Sanitation, Food Storage
California Code of Regulations, Title 15	1246	Food Serving and Supervision
Corrections Division Manual	5-5	Inmate Workers
Corrections Division Manual	8-1	Main Jail Meal Service
Corrections Division Manual	8-3	Special Diets
Corrections Division Manual	1-43	PREA

GENERAL INFORMATION

The Jail Kitchen and meal services for the Placer County Jail are operated by Placer County Probation. Kitchen staff will utilize inmate labor for production of inmate meals, and will comply with jail policies regarding conduct involving Placer County Jail Inmates.

Names of kitchen staff currently working in the kitchen will be given to the floor officer in a roster format along with the supervisor on duty and the extension they can be reached at when the breakfast meal counts are confirmed.

TITLE:	PLACER COUNTY JAIL KITCHEN PROCEDURES (CUSTODY)	NO:	1-44
---------------	--	------------	-------------

INMATE SUPERVISION

Kitchen staff will mark off areas with clearly defined markings where inmates are not allowed without direct supervision. Such areas will include any areas not covered by security cameras, food storage areas, refrigeration units and freezers, tool control areas, and other areas where inmates may conceal contraband, weapons or engage in unacceptable activities not allowed within a custodial setting.

Inmate workers assigned to the kitchen will be supervised by kitchen staff at all times. This includes inmate activities in, but not limited to, the following areas:

1. Loading Docks
2. Kitchen Areas
3. Parking Areas
4. Hallways in and around the kitchen
5. Food storage areas
6. Dumpsters or bailers
7. Driveways between Minimum Security and the Main Facility

LOSS OF POWER

1. In the event of power loss for any given time, the kitchen will have in place a plan for provisions of food for a minimum of three (3) days.
2. If power loss occurs, kitchen staff will have all inmates lockdown in the inmate break room until custody staff can respond and perform an inmate wristband check. The counts will be confirmed with minimum security officers. If power were to be lost for an extended period of time without an estimated time for it coming back on line the kitchen staff will coordinate with minimum security staff to return the inmates back to the minimum security facility, unless needed for meal preparation.

EMERGENCY/GENERAL RESPONSES TO KITCHEN

Custody staff will be trained in responding to the kitchen. This will include but are not limited to:

1. Emergency response(Fire, Mechanical, Water Systems)
2. Power loss
3. Inmate medical traffic to the infirmary
4. Inmate injury
5. Fights and other disturbances

Kitchen staff will have their own procedures for emergencies that may occur in the kitchen. The Shift Sergeant will be notified first of any major incidents. These procedures will include the following types of events, but are not limited to:

1. Inmate escape
2. Inmate injury
3. Inmate death

**** During facility emergencies, Placer County Corrections policies and procedures may at any time supercede the kitchen procedures.****

INMATE DISTURBANCES

In the event of an inmate fight, or if inmate workers cause a disruption to kitchen operations, the kitchen staff will contact Central Control or the minimum security officers. Custody staff will respond and if needed remove the inmate(s) from the kitchen. The kitchen staff will advise the officers of what occurred. The minimum security officer will then conduct additional investigation if needed and then complete a disciplinary report or incident report as necessary.

INMATE INJURY

In the event an inmate sustains a serious injury while working in the kitchen under the supervision of Probation staff, the following procedures will be followed:

1. To insure a timely and proper medical response to a serious or life threatening injury, the kitchen staff will immediately notify Central Control, and advise if an ambulance is required. The kitchen staff will provide the following information to Central Control:
 - A. The name of the inmate
 - B. When CPR is being performed.
 - C. When the inmate is unconscious or had lost consciousness following the injury.
 - D. When the inmate is actively bleeding.
 - E. The approximate age of the inmate.
 - F. Type of injury and any known specific information regarding the injury i.e. head injury, burns, etc.
2. Central Control will immediately broadcast to jail staff that a medical emergency has occurred in the kitchen and available jail staff and medical staff will respond to assist. Central Control will then contact Roseville dispatch, via 911 and request a medical response.
3. Depending on the type of injury and availability, jail medical staff may respond to assess the inmate's condition and render aid. In such cases, medical may recommend further treatment via EMS. If the injury does not appear serious, the inmate may be taken to medical for initial assessment. As injuries to inmate workers may trigger workman's compensation procedures, jail medical may defer additional treatment options to a medical provider designated by the County.
4. In all cases of inmate injuries, the Shift Sergeant will be notified following notification to Central Control. If the inmate requires non-emergency transportation to an area hospital, it will be the responsibility of Probation staff to transport and guard the inmate. Jail staff may be used to transport and temporarily guard an inmate while Probation arranges for staffing.
5. Probation staff will complete any required injury reports and will submit such reports through their agency. Custody staff will complete a separate jail incident report to document the date, time, nature of the injury and response.

REQUIREMENTS FOR KITCHEN CHECKS BY CUSTODY STAFF

CUSTODY STAFF

1. Custody staff will conduct periodic checks of the kitchen to deter collection and concealment of contraband, deter disruptive behavior or to conduct inmate counts as needed to prevent escape, or to identify unauthorized activities in areas where inmates are not allowed.
2. During nighttime hours when inmates are not present, custody staff will conduct periodic walk-throughs of the kitchen areas as part of their normal security checks. These checks will be conducted to insure exterior doors are secure, to detect and recover contraband, and to detect facility maintenance issues that could compromise facility operations.
3. While conducting these security checks, staff will not remove, alter, activate or otherwise operate any kitchen equipment unless an emergency situation exists and such action is necessary to prevent injury to a person or damage to the facility. Such actions may damage equipment or create safety hazards. The shift supervisor will be notified prior to any such action being taken, and, unless otherwise prevented by a real emergency, will contact a kitchen staff representative before authorizing any action.
4. In all cases when staff members observe a serious safety hazard or equipment malfunction that could cause food spoilage, kitchen staff will be notified immediately.
5. Tool control, tool accountability and tool safety is a significant area of concern with the kitchen area where inmates are supervised. Custody staff will not remove, borrow or use any utensils, knives, or portable kitchen equipment located in the kitchen areas, unless the item was discovered pursuant to a facility check and found to be a potential unsecured hazard. If such an item is located, the staff member finding the item will report their observation to the shift supervisor.
6. Custody staff will not consume, remove, or tamper with any food items stored in the jail kitchen, kitchen food storage areas or refrigeration units without express permission from the Food Services Program Manager and/or Food Services Supervisor. Such conduct may be subject to disciplinary action, and may subject the employee to criminal prosecution.

DUTY AND FLOOR SERGEANTS

PREA standards – The Corrections PREA Policy requires each Shift Sergeant to conduct periodic, unannounced checks at least once per shift, of all areas on or within the jail facility where inmates are supervised. Both Custody staff and Kitchen staff are forbidden from notifying inmates or other staff members when such checks are being conducted.

PREA STANDARDS

PREA standards require that any allegation or suspicion of sexual misconduct, whether inmate/inmate or staff/inmate, that comes to the attention of a kitchen staff member will be immediately reported to the jail shift supervisor, Jail PREA coordinator or Jail Administration, consistent with Placer County Corrections Policy #1-43.

PREA PROCEDURES FOR KITCHEN STAFF

Kitchen staff shall be discouraged from entering any area with an inmate that is not under the direct visual observation of another staff member or video camera. Such areas would include but are not limited to refrigeration units, freezers, storage areas, restrooms or break rooms that are not directly observable by another staff member or camera. If a kitchen staff member requires an inmate to enter any such area (other than a restroom), the staff member will supervise the inmate from a doorway or other visible location.

TOOL CONTROL

The kitchen will use a toolbox type system for tools, knives, and utensils used in the kitchen by staff or inmates alike. All sharpened kitchen implements, including knives, will be logged in and out using a Tool Log. Before kitchen staff leave at the conclusion of kitchen operational shifts, the Tool Log and toolbox will be reviewed for proper returns. The Tool Log will be made available to the duty sergeant or a designated staff member when requested pursuant to an incident, disturbance, facility shakedown or investigation by staff of found contraband items. Kitchen staff who are unable to locate or account for kitchen utensils and knives will immediately report this fact to the duty sergeant. Custody staff will be directed to conduct a search of the area, and all inmates who may have had access to the missing tool.

INSPECTIONS

During annual environmental health inspections, bi-annual fire inspections, or BSCC inspections, the Compliance Officer will coordinate with the Food Services Manager or Food Services Supervisor to provide necessary documentation and notifications.

LIFE/SAFETY SYSTEM TESTING AND MAINTENANCE

Fire and Water Flow alarms activate notification systems in Central Control. Placer County Fire Technicians and Fire Officials will periodically require access into the kitchen for system testing and maintenance. These activities will be coordinated through the Corrections Sergeant, Compliance Officer, and the Food Services Manager or Food Services Supervisor. When possible, such maintenance will be coordinated in advance with a Kitchen Supervisor to minimize the disruption to kitchen operations.

Kitchen staff will also be trained in where the emergency shutoffs are located in the kitchen.

EMERGENCY RESPONSE TO LIFE/SAFETY ALARMS

Fire, smoke, Ansul and water flow alarms from the kitchen will activate in Central Control and in the affected area via strobe lights and audible alarm units. The alarms are simultaneously relayed to a Fire dispatch center via Sonitrol Alarms. In the event of an alarm, the Central Control officer will broadcast the location of the alarm over the radio. Available staff will respond to the location and assess the validity of the alarm. If smoke or visible flames are observed, Central Control will contact Roseville dispatch and advise them of the location and observations. If the alarm is found to be false, or is due to a condition that can be controlled by staff and the Fire Department is not needed, Central Control will contact dispatch and advise them of the cancellation.

If the alarm occurs after hours, the shift supervisor will contact the Food Services Manager or Food Services Supervisor and advise them of the alarm and any observations.

MAINTENANCE (GENERAL EQUIPMENT)

When kitchen staff have facility maintenance issues and repairs are needed to the facility or any of its systems, they will make an entry into the "Maintenance Connections" system. Preventative maintenance and repairs for specialized kitchen equipment such as freezers, ovens or other kitchen specific equipment will be handled by Probation through their contracted service providers.

HEAVY EQUIPMENT

1. Heavy Equipment includes, but is not limited to: forklifts, pallet jacks or other driveable, or portable equipment that could be used to damage the facility, cause substantial injury or aid in breaching secure areas of the jail. Heavy equipment is the property of the county and is intended for shared use by appropriately trained custody staff and kitchen staff.
2. Kitchen and custody staff will be trained on heavy equipment used in the kitchen prior to being allowed to work that equipment unsupervised. Training and recertification should be consistent with training indicated by the manufacture of the equipment, county policy or other regulatory agency. Certification of training will be made available for review by Jail Administration as requested and/or required for facility and regulatory inspections.

FORKLIFT(S)

Forklift(s) will not be used by inmates under any circumstances. Keys for the forklift will be kept in a secured area not accessible to inmates and will be checked in and out using a log to maintain 24/7 accountability. In the event the keys are missing, kitchen or custody staff will immediately advise the duty sergeant.

PALLET JACKS AND / OR HYDRAULIC LIFTS

Pallet jacks or similar items will only be operated by inmates who are under the direct supervision of kitchen or custody staff. Kitchen and custody staff supervising inmates will be trained in the use of this equipment.

MEAL COUNTS (SEE CORRECTIONS POLICY 8-1 FOR CUSTODY STAFF)

1. Custody staff will order inmate meals consistent with Placer County Corrections Policy 8-1.
2. Prior to accepting food carts from the kitchen, custody staff will conduct a count of the carts and make periodic checks for contraband or unauthorized communications. Once the carts have been checked, any discrepancies to the count will be noted on the count sheet and signed by both custody staff and a kitchen staff member. The final count sheet will be given to the Administrative Secretary, consistent with procedures listed in Policy 8-1.
3. All additional inmate meals or supplies needed in the facility will be ordered through the designated housing unit officer. The designated staff member in the housing unit will note any additional orders on the count sheet with an explanation of why the items were ordered.

INMATE MENU

The meal menu for inmates will be rotated once every four (4) weeks. This menu will be published and provided to jail administration and floor sergeants thirty (30) days in advance. The menu will include:

1. Calorie count for each meal.
2. 4 week menu for breakfast, lunch and dinner
3. Menu for holidays such as Thanksgiving and Christmas.
4. List of all inmates who are currently on a special diet for medical reasons and/or religious needs.

MEAL DELIVERY

AUBURN JAIL

Meal Carts: Additional meal orders or supplies will be placed inside the 222/223 sally port. Inmate workers delivering meal carts will be supervised by kitchen staff. Meal counts and contraband inspections will be conducted by custody staff inside the sally port before the carts are moved into the secure areas.

SOUTH PLACER JAIL

Meal Carts: Additional meal orders or supplies will be placed inside the 10/11 sally port. Inmate workers delivering meal carts will be supervised by kitchen staff. Meal counts and contraband inspections will be conducted by custody staff inside the sally port before the carts are moved into the secure areas.

SOUTH PLACER MINIMUM SECURITY

Inmate workers under direct supervision of kitchen staff will push food carts from the kitchen to the Minimum Security Facility. When meal service is complete, M/S staff will contact the kitchen to have the meal carts retrieved by inmates working in the kitchen. Inmates delivering or retrieving food carts between facilities will be supervised by kitchen staff at all times.

There are written orders for every Post. These orders are reviewed annually and updated if necessary.

APPROVAL:

Corrections Commander

DATE:

REQUIRED STATEMENTS

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

A. Scope of Work and Addenda

I/We will perform the services and adhere to the requirements described in this RFP, including the following addenda issued by the County (*list the addenda by date and/or number*):

B. Public Records Act

I/We acknowledge that subsequent to award of this RFP, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (Govt. Code 6250, et seq), and that:

_____ None of this submittal is considered proprietary

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the California Public Records Act/Government Code):

I/We acknowledge that the above statements may be subject to legal review and challenge.

C. Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

D. Non-Conflict of Interest

I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

E. Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

F. Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the draft contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the County's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

G. DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this document.

COST PROPOSAL FORM

INSTRUCTIONS: Using this form, provide a total cost proposal for each meal to be delivered, the price shall be inclusive of all necessary items required to execute meal preparation including labor and delivery of such meals to the applicable locations.

All cost proposals shall be signed and dated per Section 7.2 of this RFP and shall be submitted in a separate sealed envelope or package.

Meal Type	Price per Each	Estimated Annual Meals	Total Annual Price
Price per Adult Inmate Meal		655,000	
Price per Adult Inmate Worker/Courts Scheduled Meal (Sack Lunch)		20,000	
Price per Special Meal which includes Religious & Disciplinary		75,000	
Price per Juvenile Meal		50,000	
Price per Juvenile Meal (Sack Lunch)		300	
Price per Seniors First Meal		30,000	
Price per Staff Dining Meal (includes both Sheriff and Juvenile Detention Staff)		64,000	
GRAND TOTALS		894,300	

Define any other expenses requested to be paid by the County.

NOTE: All charges listed above are inclusive; the County will not be responsible for charges that are not included on this price sheet.

Name of Firm: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

Administering Agency: Placer County _____

Contract No. _____

Contract Description: Correctional Food Service Program

SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 20____, by and between the County of Placer, ("County"), and XXXXXX. ("Contractor"), who agree as follows:

- 1 **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in the Scope of Services, Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
- 2 **Term.** The term of this Agreement is for a period of five (5) years beginning July 1, 2016 and ending June 30, 2021.
- 3 **Payment.** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Payment shall remain firm through the initial Agreement term. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed XX (\$XXXXXXXXXX)**
- 4 **Options to Renew/Extend.** County shall have the option to further extend the term of this Agreement for three (3) additional two (2) year periods. County shall provide Contractor with at least sixty (60) days advanced written notice of its intent to renew the term of this Agreement. All terms and conditions of the original Agreement shall apply during each renewal term.
- 5 **Payment Escalation.** Annual payments may be increased by three percent (3%) to the previous term's payment amount or based on the percentage change in the US Consumer Price Index (CPI) for US City Average and based on Category: Food away from home; Sub Category: Food at employee sites and schools.
- 6
- 7 **Facilities, Equipment and Other Materials, and Obligations of County.** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement except those specified in Exhibit C.
- 8 **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
- 9 **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
- 10 **Independent Contractor.** Contractor and County agree and intend that the relationship between them created by this agreement is that of Independent Contractor. Contractor or Contractor's workers are not employees of the County and are not entitled to the benefits

provided by County to its employees, including, but not limited to, paid holidays, paid sick leave, or group insurance and pension plans. Additionally, Contractor is responsible for any liability, automobile, and workman's compensation insurance required for itself or its workers throughout the duration of the agreement. Contractor shall be solely responsible for the conduct and control of the work to be performed by Contractor temporary workers under this agreement, except that Contractor shall be accountable to the County representative for the results of such work. Contractor's services for County shall be performed in accordance with currently approved methods and ethical standards applicable to Contractor's professional capacity.

- 11 **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
- 12 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
- 13 **Insurance.** Contractor shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A-VII showing the following coverage:

12.1 **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice – "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation – The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

12.2 GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
- (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

- B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

- C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

- D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

12.3 ENDORSEMENTS:

The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language or a blanket endorsement that contains acceptable language:

A. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

B. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

12.4 AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

12.5 ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment

of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

14 Indemnity.

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from CONTRACTOR'S negligence or willful misconduct during the progress of the work or at any time before its completion and final acceptance. CONTRACTOR will not be liable for any claims arising from visitor vandalism.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment. As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

15 Contractor Not Agent. Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.

16 Assignment Prohibited. Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

17 Personnel. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of

this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement. Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

Employees of contractor performing services for CONTRACTOR shall be solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely responsible for the salaries and other benefits including Workers' Compensation, of all such personnel.

- 18 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

19 **Termination.**

Remove Worker: The County shall have the right to request removal of any specific Contractor Staff for the following:

- a) The County reserves the right to request removal of any specific Contractor Staff if the worker is deemed by County to be incompetent or negligent based on worker's inability to execute required project tasks.
- b) For failure to adhere to the County standards.
- c) For worker misconduct.

Terminate Agreement: County reserves the right to terminate this agreement with the Contractor upon 10 (ten) days advance written notice should the Contractor fail to meet obligations of the agreement. Such failures include, but are not limited to:

- a) Failure to respond to requests for service or to remedy agreement deficiencies,
- b) Failure to provide qualified, trained workers and supervisors,
- c) Contractor failure to keep County informed.

Agreement Termination for Convenience: Either Party may, by written notice stating the extent and effective date, cancel and/or terminate this agreement for convenience in whole or in part, at any time with thirty (30) days advance notice. County shall pay Contractor as full compensation for performance until such termination the unit or pro-rata rates for the performed and accepted portion of services

- 20 **Non-Discrimination.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
- 21 **Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

- 22 **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies and electronic data of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
- 23 **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
- 24 **Conflict of Interest.** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
- 25 **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
- 26 **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
- 27 **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
- 28 **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

CONTRACTOR:

Attn:

Attn:

Phone
Fax:

Phone:
Fax:

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER:

By: _____ Date: _____

Printed Name/Title: _____

Approved As to Form – County Counsel:

By: _____ Date: _____

CONTRACTOR: _____

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: _____

****If Contractor is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Scope of Services
- B. Payment for Services Rendered
- C. Material Provided by County