

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

OCTOBER 20, 2020

TITLE:

**APPROVE THREE-YEAR AGREEMENT
WITH ARAMARK CORRECTIONAL
SERVICES, LLC FOR INMATE FOOD
SERVICES AND COMMISSARY IN THE
AMOUNT OF \$3,514,950
(GENERAL FUND)**

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

/s/ Kristine Ridge

CITY MANAGER

RECOMMENDED ACTION

Authorize the City Manager to execute a three-year agreement with Aramark Correctional Services, LLC for inmate food services and commissary, for the period of October 20, 2020, through June 30, 2023, in the amount not to exceed \$3,514,950, including a 7 percent contingency (\$229,950), subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

California's Board of State and Community Corrections (BSCC) requires agencies to provide food services for all incarcerated individuals held within their custody. On March 13, 2020, the Santa Ana Police Department issued a request for proposals (RFP #20-025) for contracted food service and inmate commissary. On March 31, 2020, a pre-proposal conference was conducted, and on May 8, 2020, the City received proposals from three firms. Aramark Correctional Services, LLC, OurHome Catering, Inc., and Trinity Services Group each submitted proposals for evaluation. An evaluation committee consisting of representatives from the Santa Ana Jail Operations and Jail Administration reviewed and rated the three proposals.

The proposals were evaluated according to the following:

- Quality/Appeal of Inmate Meals (15%)
- Quality/Appeal of Staff Dining (Code 7 Café) Meals (15%)
- Selection and Pricing of Proposed Commissary Items (15%)
- Experience of Firm and Personnel (15%)
- Reasonableness of Cost (40%)

The results of the RFP Evaluation are as follows:

Vendor	Score
Aramark Correctional Services, Inc.	95
OurHome Catering, INC	85
Trinity Service Group	82
100 point max	

Aramark Correctional Services was the most responsive, capable, and cost effective respondent. The Police Department proposes to enter into a three-year agreement (Exhibit 1) with Aramark, for the period of October 20, 2020, through June 30, 2023, in an amount not to exceed \$3,514,950. This agreement also allows the City to compensate Aramark for any services provided since July 1, 2020. The per-meal cost at the current average daily population (over 400) is \$2.50 per meal. This agreement cost of \$3,514,950 will provide food service for approximately 400 inmates, and includes a 7 percent contingency (\$229,950) to cover increases in average daily population, per meal cost increases, and other unanticipated expenses. The agreement includes language that allows Aramark to request per-meal cost increases based on CPI and the yearly percentage change in the Market Basket of Products included in the agreement. The three-year agreement includes two one-year renewal options, which must be approved by the City Council.

Aramark Correctional Services LLC has been the provider of inmate food services since 1997 and continues to perform these services in a professional and competent manner. All meals are prepared based on the State of California Code of Regulations, Title 15 nutritional requirements along with all Orange County Health Department health and safety requirements. Through this agreement, Aramark Correctional Services, LLC also provides catering services to various City functions, operates the inmate commissary program, and operates the Code-7 staff cafeteria located within the Police Administration building. The agreement may be terminated without cause by either party upon ninety (90) days written notice.

FISCAL IMPACT

Funds are available in the Jail Operations contract services account (No. 01114475-62300) for the 2020-21 fiscal year, and will be included in future fiscal year budgets as follows:

Fiscal Year	Accounting Unit-Account #	Accounting Unit, Account Description	Amount
FY 2020-21	01114475-62300	Jail Operations - Contract Services	\$878,738
FY 2021-22	01114475-62300	Jail Operations - Contract Services	\$1,171,650
FY 2022-23	01114475-62300	Jail Operations - Contract Services	\$1,171,650
FY 2023-24	01114475-62300	Jail Operations - Contract Services	\$292,913
		Three-Year Total	\$3,514,950

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Agreement with Aramark Correctional Services, LLC
October 20, 2020
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Submitted By: David Valentin, Chief of Police - Police Department

Exhibit: 1. Agreement with Aramark Correctional Services, LLC

INMATE COMMISSARY AND FOOD SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of October, 2020, by and between **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, (hereinafter "ARAMARK"), and the **City of Santa Ana**, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California, (hereinafter "CITY").

RECITALS

- A. On March 16, 2020, the CITY issued a Request for Proposal #20-025 ("RFP") for contracted Food Service and Inmate Commissary Management. The CITY received proposals from three (3) firms which were reviewed by an evaluation committee to select the best qualified vendor based on the RFP.
- B. ARAMARK submitted a timely proposal which was selected by the CITY to enter into an agreement granting the exclusive right to operate the Santa Ana Detention Facility commissary and to provide food service for the inmates, staff and visitors for the Police Administration and Holding Facility located at 60 Civic Center Plaza, Santa Ana, California ("Facility").
- C. ARAMARK represents that it is able and willing to furnish nutritious, wholesome and palatable food to such inmates, staff and visitors in accordance with the terms of this Agreement.
- D. In undertaking the performance of this Agreement, ARAMARK represents that it is knowledgeable in its field and that any food services provided by ARAMARK shall meet all current regulations.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

ARAMARK shall operate the Santa Ana Detention Facility commissary, perform inmate meal preparation, and operate the Code-7 Café, as those services are set forth in the RFP, attached hereto as Exhibit A, and ARAMARK's Technical Proposal for Food Service Management dated April 29, 2020 ("ARAMARK's Proposal"), the details of which are on file at the Santa Ana Detention Facility in the care of the Jail Administrator, and incorporated by reference to this Agreement.

The CITY shall at its expense provide ARAMARK with adequate preparation kitchen facilities at the Facility completely equipped and ready to operate, together with such heat, refrigeration and utilities services as may be reasonably required for the efficient performance of the Agreement. ARAMARK shall be responsible for long distance telephone service.

The CITY shall, at its expense, provide ARAMARK with adequate office and storage facilities at the Facility completely equipped and ready to operate together with such heat, and utilities services as may be reasonably required for the efficient performance of the Services. ARAMARK shall be responsible for long distance telephone service. ARAMARK shall maintain and update such computer hardware and related equipment and software (collectively "Computer Equipment"), including but not limited to ARAMARK's CORE® commissary management information systems (the "CORE® System") as necessary to support ARAMARK's commissary operations. ARAMARK shall remove all Computer Equipment upon the expiration or termination of this Agreement. The CORE® System is and shall at all times be owned by ARAMARK, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the CORE® System at the Facility shall immediately cease upon the expiration or termination of this Agreement. ARAMARK shall be responsible to support and maintain all Computer Equipment during the term of this Agreement, but any and all such obligations shall cease upon the termination or expiration of this Agreement. To the extent that it is necessary for ARAMARK's or the CITY's employees to be trained to use the CORE® System, ARAMARK shall provide such training, provided that ARAMARK shall have no other training obligations hereunder.

The CITY shall run such cable and wiring, and shall perform such systems integration, as necessary to enable the CORE System to support ARAMARK's commissary operations. In the event the CITY changes any third party vendor whose service interacts with the CORE System (such as its telephone or internet service provider), any costs associated with CORE System customization or code changes will be borne by the CITY.

The CITY declines Capital improvements to the food service kitchen and Code-7 Café proposed in ARAMARK's Proposal.

2. COMPENSATION

A. FOOD SERVICE

- i. CITY agrees to pay, and ARAMARK agrees to accept as total payment for each inmate meal served pursuant to this Agreement, a per meal price as specified in **Exhibit B**, which excludes sales tax. The total payment by the CITY to ARAMARK for services for the three-year period, as defined in Section 3, below, shall not exceed \$3,514,950. This amount includes a contingency of \$229,950, for services provided at the sole discretion of the CITY, subject to any per meal price adjustments under Section 2.A.ii. City will recognize and pay ARAMARK for services provided during the period from July 1, 2020, to the effective date noted in Section 3, below. The price per meal in Exhibit B and the "shall not exceed" amounts herein are based on the CITY's interpretation, upon which Aramark relies, that California Code of Regulations, Title 15 ("Title 15") does not require additional dairy, legumes, and whole grain products to be served at the Facility. If changes to the Facility menu are required under Title 15, ARAMARK will provide the CITY with the required menu adjustments, and the price per meal and "shall not exceed" amounts will be increased to account for such menu

changes. The CITY agrees to indemnify, hold harmless, and pay all costs for the defense of the ARAMARK, its contractors, subcontractors, agents, employees, or other persons acting on their behalf, regarding any action by the California Department of Public Health (CDPH), the California Board of State and Community Corrections (BSCC), or any other regulating agency to enforce Title 15.

- ii. The per meal price may be adjusted, beginning July 1, 2021, and on July 1 of each subsequent year, by mutual agreement and set forth in an amendment to this Agreement which shall be subject to approval by the City Council of the City of Santa Ana. If the parties cannot reach agreement as to a price increase, unit price shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be April 1 to April 1 of the then-current year (the "Base Period"). Notwithstanding the foregoing, in no event shall the yearly increase be greater than 5%.
- iii. The yearly percentage change shall not increase more than five percent 5% in any year. The percentage shall be applied to the then-current per meal price to determine the price for the subsequent 12-month period, and such unit price shall be effective on July 1, 2021, and on July 1 of each such 12-month period.
- iv. ARAMARK shall submit to the CITY on the first day of every week, for the preceding week, an invoice for inmate meals ordered or served whichever is greater, and Fresh Favorites meals ordered by inmates. The statements will reflect the preceding week's food services detailing the exact number of meals served on a daily basis as follows:

1. Actual number of adult inmate meals
2. Meals provided through the "Fresh Favorites" program
3. Any additional food or beverage services, as required
4. Staff Café sales report.

Payment by CITY shall be made within thirty (30) days following receipt of proper invoice evidencing meals ordered/served, subject to CITY accounting procedures. Payment shall be sent to:

ARAMARK Correctional Services, LLC
Aramark Chicago Lockbox
27310 Network Place
Chicago, IL, 60673-1273

B. COMMISSARY SERVICE

ARAMARK shall process orders for commissary products from inmates in accordance with ARAMARK's standard procedures. The CITY shall be responsible to collect, record and make disbursements from inmate commissary accounts for purchases of such Products; provided, however, that ARAMARK shall have access to each inmate account solely for the purpose of verifying that there are sufficient funds in such account to cover a Product order placed by such inmate, including but not limited to, any sales, use or other taxes related thereto.

ARAMARK and the CITY shall jointly determine the prices at which Products shall be sold. If ARAMARK sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment or software-related costs, ARAMARK may request an increase to its prices to recover such increased costs. Additionally, ARAMARK may, at its discretion perform a price audit to compare the prices at which it sells the Products contemplated by this Agreement with the prices at which similar products are being sold in retail outlets in the surrounding community ("Comparable Retail Values"). In the event that any of ARAMARK's prices are below the Comparable Retail Values, the parties shall mutually agree in writing to increase such prices under this Agreement to reflect the Comparable Retail Values. ARAMARK shall submit to the CITY on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by ARAMARK during such week, if any. The term "Gross Sales" shall mean total commissary sales (including, but not limited to, sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Product sales) plus any sales or use taxes. For purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the CITY for subsequent delivery to the inmate, and the Product is not returned. For purposes of this Agreement, no returns will be honored, unless the inmate who ordered a Product, refuses delivery of such Product at the time such Product is delivered, or unless such inmate is released prior to such delivery, and fails to claim such Product within seventy-two (72) hours after release.

ARAMARK shall forward billing to the Santa Ana Detention Facility. ARAMARK shall keep a complete and accurate record of all gross sales of merchandise records for a period of at least one year. ARAMARK shall keep all inmate sales records for at least one year after termination of this contract. All records and books kept by ARAMARK exclusively related to invoices reflecting services provided by this Agreement shall be open to inspection and audit of the CITY and its agents during normal business hours. Such records shall be kept separate and apart from any record ARAMARK maintains in connection with other business enterprises.

ARAMARK shall return to CITY a total commission of Forty-Five Percent (45%) of Net Sales of all products from the commissary operations at the Santa Ana Detention Facility, as set forth in the CITY's RFP and ARAMARK's Proposal. This commission shall exclude all sales of stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Products. In addition, ARAMARK shall return to the CITY a commission of 25% for "Fresh Favorites" and "iCare Fresh" net sales. "Net Sales" means total product sales, less sales or use taxes and authorized returns.

ARAMARK shall provide a monthly accounting of commissary operations for the previous month, and shall submit said accounting and a check representing the CITY's portion of Net Sales to the Santa Ana Jail Administrator.

3. TERM

- a. The term of this Agreement shall commence on October 20, 2020 until June 30, 2023, unless terminated earlier in accordance with Section 12, below.
- b. The CITY shall recognize and compensate Aramark for any services provided by Aramark to the CITY since July 1, 2020.
- c. The parties may amend this Agreement to extend the term and provide additional compensation for this Agreement, subject to funding and approval of any amendment by the City Council, for up to two (2) one (1) year extensions with said additional compensation.

4. INDEPENDENT CONTRACTOR

ARAMARK shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the CITY. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the CITY to exercise discretion or control over the professional manner in which ARAMARK performs the services which are the subject matter of this Agreement; however, the services to be provided by ARAMARK shall be provided in a manner consistent with all applicable standards and regulations governing such services. ARAMARK shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. INSURANCE

Prior to undertaking performance of work under this Agreement, ARAMARK shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. ARAMARK shall maintain commercial general liability insurance listing the City, its officers, and employees as additional insured(s) and which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of ARAMARK's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the CITY, its officers and employees as additional insured(s); (b) be primary and not contributory with respect to insurance or self-

insurance programs maintained by the CITY; and (c) contain standard separation of insureds provisions.

- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, ARAMARK is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, ARAMARK agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Aramark is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per occurrence.
- e. The following requirements apply to the insurance to be provided by ARAMARK pursuant to this section:
 - i. ARAMARK shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - ii. Certificates of insurance shall be furnished to the CITY upon execution of this Agreement and shall be approved in form by the CITY.
 - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the CITY.
 - iv. Aramark shall supply City with a blanket additional insured endorsement.
- f. If ARAMARK fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not affect ARAMARK's right to be paid for its time and materials expended prior to notification of termination. ARAMARK agrees to indemnify the CITY, as set forth in Section 6 below, for any work performed prior to approval of insurance by the CITY.

6. INDEMNIFICATION

ARAMARK agrees to and shall indemnify and hold harmless the CITY, its officers, agents, employees, and representatives from liability for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for bodily injury, including death, and claims for property damage, which may arise from the negligent acts, willful misconduct, or omissions of ARAMARK or its contractors, subcontractors, agents, employees, or other persons acting on their behalf in their performance of the services described in section 1 of this Agreement. However, it is expressly understood that ARAMARK shall not be responsible for damages caused by inmates nor by the acts or omissions of the CITY, its officers, agents or employees. Neither any of the CITY's officers, employees, agents, servants

or contractors, nor any inmates, are or will be deemed to be agents or employees of ARAMARK and no liability is or will be incurred by ARAMARK to such persons, except for bodily injury to such persons caused by ARAMARK's negligence or intentional acts. ARAMARK further agrees to indemnify, hold harmless, and pay all costs for the defense of the CITY, regarding any action by a third party asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises out of claims for bodily injury, including death, and claims for property damage, which may arise from the negligent acts, willful misconduct, or omissions of ARAMARK or its contractors, subcontractors, agents, employees, or other persons acting on their behalf in their performance of the services described in section 1 of this Agreement. CITY may make all reasonable decisions with respect to its representation in any legal proceeding. The CITY shall promptly notify ARAMARK of any claim for which indemnity is sought, and shall cooperate with ARAMARK in the investigation and defense of such claim. ARAMARK shall have the sole discretion to defend and settle such claim.

7. CONFIDENTIALITY

If either party receives from the other party information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, the receiving party agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the receiving party disclosed in a publicly available source; (c) is in rightful possession of the receiving party without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the receiving party without reference to information disclosed by the other party.

8. CONFLICT OF INTEREST CLAUSE

ARAMARK covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

9. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by telefacsimile or other telegraphic communication in the manner provided in this Section, to the following persons:

To CITY: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: (714) 647-6956

With courtesy copies to:

Chief of Police
City of Santa Ana
60 Civic Center Plaza (M-97)
P.O. Box 1988
Santa Ana, California 92702
Fax: (714) 245-8007

To ARAMARK: ARAMARK Correctional Services, LLC
2400 Market Street
Philadelphia, PA 19103
Attn: Vice President, Finance
And Associate General Counsel

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by telefacsimile, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, CITY or City holidays shall be excluded.

10. EXCLUSIVITY AND AMENDMENT

- a. This Agreement represents the complete and exclusive statement between the CITY and ARAMARK, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any exhibits hereto, or documents incorporated by reference hereto, the terms of this Agreement shall prevail. In the event of a conflict between the RFP and ARAMARK's Proposal, ARAMARK's Proposal shall control.
- b. This Agreement may not be modified except by written instrument signed by the CITY and by an authorized representative of ARAMARK. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate ARAMARK nor the CITY. Each party to this Agreement acknowledges that no

representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

11. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of ARAMARK, ARAMARK may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the CITY and any such assignment, transfer, delegation or subcontract without the CITY's prior written consent shall be considered null and void.

12. TERMINATION

This Agreement may be terminated without cause by the CITY or by ARAMARK upon ninety (90) days written notice of termination to the other party. In such event, ARAMARK shall be entitled to receive and the CITY shall pay ARAMARK compensation for all services performed by ARAMARK prior to receipt of such notice of termination, subject to the following conditions:

Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

13. NON-DISCRIMINATION

ARAMARK shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. ARAMARK affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that any lawsuit in connection with or by reason of this Agreement may be brought or removed, as appropriate, in the state or federal courts for Orange County, California.

15. PROFESSIONAL LICENSES

ARAMARK shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. ARAMARK shall notify CITY

immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

16. PERSONNEL

The CITY acknowledges that ARAMARK has invested considerable time and money in training its supervisory employees in systems, procedures, methods, techniques and other valuable information which is proprietary and unique to ARAMARK's manner of conducting business. Therefore, the CITY agrees that it will not hire supervisory employees of ARAMARK, working at the Santa Ana Detention Facility during the term of this Agreement and for twelve months after its termination.

17. MATERIAL ADVERSE CHANGE

The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by CITY in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond ARAMARK's control, including, but not limited to, a change in the scope of ARAMARK's services; menu changes; a decrease in the Facility's inmate population; efforts to organize labor; changes to wage and/or benefit rates pursuant to any federal, state or local law or regulation or determination by a governmental entity; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; changes in phone service providers or a change in the way phone service is sold to inmates; or other unforeseen external market conditions outside ARAMARK's control, then ARAMARK shall give CITY written notice of such increase or change, and within thirty (30) calendar days after such notice, ARAMARK and CITY shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to ARAMARK's price per meal or commission, modifications to the menu or Product offerings, changes to Product pricing or modifications to ARAMARK's scope of services.

18. PHONE SERVICE PROVIDERS

In the event that there is a change in the phone service provider used at the Facility or in the process by which phone cards or phone time is sold to inmates, the CITY shall be responsible for the cost or shall cause the phone service provider to be responsible for the cost of the following: (1) any software development required by the change; (2) system integration; (3) use of ARAMARK hardware and software to sell phone service; and (4) any other cost incurred by ARAMARK, including but not limited to increased costs for labor, handling, and reporting.

19. MISCELLANEOUS PROVISIONS

a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully, including reasonable costs and attorney's fees, for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

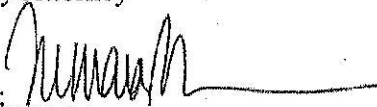
CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

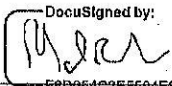
KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

**ARAMARK CORRECTIONAL
SERVICES, LLC**

By: 

Tamara Bogosian
Senior Assistant City Attorney

DocuSigned by:


By: Mark Adams
Title: VP Finance
10/7/2020



CITY OF SANTA ANA

EXHIBIT 1

SCOPE OF SERVICES

The Santa Ana Police Department and Jail Facility food services program have three (3) different needs. Accordingly, this RFP is organized into three (3) separate and distinct parts.

1. Inmate meal preparation. This portion is described in Section III of this RFP.
2. Operation of staff cafeteria (Code 7 Café). This portion is described in Section IV of this RFP.
3. Operation of inmate commissary program. This portion is described in Section V of this RFP.

I. QUALIFICATIONS OF PROPOSER

A. To be considered for award of this contract(s), proposer(s) must meet the following minimum qualifications:

1. Inmate Meal Preparation (Section III) and Code-7 Café (Section IV)

- a. The proposer must be organized for the purpose of providing institutional and/or high volume food service, and must have at a minimum five (5) years previous experience with proven effectiveness in administering similar scale food service programs. For inmate meal preparation, the proposer must be organized for and have experience in providing correctional food service. Contractors shall provide documentation of a successful, long term operation of a cook-chill food preparation system, including accompanying statements outlining the specific operation of that system.
- b. The vendor(s) must have a proven ability for contract start-up by July 1, 2020 and provide City of Santa Ana business license upon request.
- c. The vendor(s) must have qualified and well-trained staff with sufficient backup personnel, the manager assigned must have two (2) years' experience at minimum. For the corrections portions, the same qualifications apply, but experience must be in correctional facility feeding and cook-chill production systems.

2. Inmate Commissary Service (Section V)

- a. Proposer must be organized for the purpose of providing inmate commissary services. Proposer must, at minimum, have five (5) years' previous experience with proven effectiveness in administering traditional order form commissary.
- b. The vendor(s) must have a proven ability for contract start-up by July 1, 2020 and provide City of Santa Ana business license upon request.



CITY OF SANTA ANA

- c. The vendor(s) must have qualified and well-trained staff with sufficient backup personnel, and manager assigned must have at minimum (2) years' experience.

II. FORMAT OF PROPOSALS

Proposers must submit proposals for all of the parts of this RFP. Partial proposals will not be entertained.

III. INMATE MEAL PREPARATION

A. INMATE MEALS

1. The Santa Ana Jail Facility is a 502-bed Type II adult jail operating under the principals of Direct Supervision. The facility began operations in early January 1997. The facility is a 24-hour booking facility. It houses both sentenced and non-sentenced inmates, including federal inmates. It shall require all therapeutic and religious diets as well as bagged lunches for courts and intake. The Santa Ana Jail Facility kitchen is a 3000 sq. ft. fully equipped cook-chill facility, which includes a 468 sq. ft. bakery, a cart cleaning area, and a dishwashing room.
 - a. The kitchen shall be operated using the cook-chill system as completely as possible to prepare inmate meals.
 - b. Fresh-baked items shall be offered on a regular basis.
 - c. Inmate meals shall be packaged into two, three-compartment trays; one for hot items, and one for cold items.
 - d. The food production program shall be operated for a maximum of eight hours per day, five days per week. The final meal assembly, re-thermalization, cart loading, meal delivery, ware washing, and cleaning and sanitizing of carts and kitchen spaces shall be operated seven days per week on a schedule which satisfies all meal delivery requirements.
2. Food Services shall be operated in such a way that it meets or exceeds California Corrections Standards Authority Code of Regulations, Title 15 standards, the Recommended Dietary Allowances (RDA) of the National Academy of Sciences and all other applicable rules and regulations.
3. A minimum of two hot meals shall be served per day using the two-tray system as previously described. Lunch may be cold and either packed in the trays or in disposable packages. Serviceware shall be disposable spoons.
4. Contractor shall utilize the kitchen facility for preparation of various hot food items offered through the commissary operation as special offer items.



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B. FOOD SUPPLIES

1. Contractor shall be responsible for purchasing and receiving all food, beverages, and food supplies necessary for the preparation of meals in sufficient quantity to meet the needs of the jail during the life of the contract. The term "food supplies" is meant to include all condiments, seasonings, spices and other ingredients necessary to fulfill the needs of the jail. Food and food supply inventories purchased by the Contractor are the property of the Contractor and the Contractor shall be responsible for any loss, damage, or spoilage.
2. Contractor shall be responsible for ensuring that the correct merchandise is ordered and received regarding quantity and quality. Deliveries shall be made to correspond with the Santa Ana Police Department receiving dock schedule.
 - a. The Santa Ana Police Department Property and Evidence Supervisor shall require advance notification of all deliveries. The Contractor shall have personnel on duty to receive, move and store all deliveries.
3. Contractor shall maintain sufficient stocks of food and food supplies necessary to prepare various therapeutic meals including but not limited to: diabetic, low cholesterol, low sodium, low-fat, mechanical soft, gastric soft, and all liquid diets.
4. Contractor shall be prepared to serve various religious meals including, but not limited to: pork free, vegetarian, and kosher.
5. Contractor shall be responsible for maintaining food stocks in compliance with Orange County Health Department standards, California Corrections Standards Authority, Code of Regulations Title 15, any other applicable state, local, and federal laws and regulations, and the requirements of this RFP.

C. FOOD PURCHASE AND STORAGE

1. The proposal must reflect minimum purchasing standards to be used by the Contractor in the purchase of all food supplies. The minimum standards are as follows:
 - a. Beef, veal, pork, and lamb shall be of at least USDA Good. The fat and/or soy content of all ground meat products cannot be in excess of 20 and 6 percent respectively. All breaded products must have a product weight of no less than 3 ounces before breading.
 - b. Poultry shall be at least USDA Grade B. Chicken quarters can be no less than 8 ounces raw weight. Legs or thighs must be 6 ounces minimum raw weight. All breaded products must have a product weight of no less than 3 ounces before breading.
 - c. Canned fruits and vegetables shall be at least USDA Grade B.
 - d. Frozen fruits and vegetables shall be at least USDA Grade B.
 - e. Fresh produce shall be at least USDA No. 2. Some minimum counts are as follows:



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Apples	138
Oranges	138
Bananas	3-4 (petit)
Pears	90-100

- f. The Contractor may serve comparable portions of other fresh fruits.
- g. Dairy products shall be at least USDA Grade A. Butter may be substituted for margarine when it is a commodity item. 1% or 2% fresh milk fortified with vitamins A and D shall be served as a beverage. Dry/powdered milk may be used in cooking/baking only.
- h. Eggs shall be at least USDA Grade B Medium.
- i. If available, fresh fish and seafood are preferred. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of no less than 3 ounces before breading.
- j. Bakery products – A minimum of 60 percent whole grain products must be used. Day-old breads may be purchased but must be used within 48 hours or frozen until the time of use.
- k. Contractor shall not purchase “second market” and/or distressed food items.
 - i. Contractor must provide for the correct handling, prompt storage and rotation/issue of food items purchased for use in the facility. Products which have been frozen in excess of one year and/or are past the manufacturers/processors established or implied pull/freshness expiration date may not be served.
 - ii. Contractor must provide a statement as to how often a physical inventory of non-processed food and supply items will be taken. The method for conducting the inventory and the disposition of data collected must be explained in full detail.

D. FOOD SERVICE EQUIPMENT AND PERIPHERAL SUPPLIES

1. Contractor shall have full operational understanding of all City-owned food service related equipment in carrying out the requirements of the contract. This equipment includes:

- Walk-in refrigerators (3, each 133 sqft, 138 sqft and 396 sqft respectively)
- Walk-in freezer (268 sqft)
- Food disposer (5HP)
- Mixer (Bench type, 20qt)
- Refrigerator (46 cuft)
- Food processor (1HP)
- Slicer (1/3 HP)
- Mixer (Floor standing, 60qt)
- Steamer (2 compartment, holds 16 12"x20" pans)



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- Kettle (2, 60 gal. each)
- Convention oven (5 rack)
- Blast chiller (26 12"x20" pan capacity)
- Braising pan (2, 40-al. each)
- Retherm ovens (4, 16 pans capacity each)
- Ice maker (75lb per hour)
- Beverage vat (100gal.)
- Coffee maker (50 gal. Per hour)
- Tray conveyor (50gal. per hour)

Bake shop equipment includes:

- Stove (36" wide, 4 burner)
- Rack oven (20 18"x26" pan capacity)
- Kettle (25gal.)
- Mixer (Floor standing, 60/30qt with bakery accessories)
- Disposer (5HP)
- Refrigerator (95sqft)
- Freezer (48sqft)

Dishwashing room equipment includes:

- Disposer (5HP)
- Dishwasher (Booster heater, 80 rack per hour rate)
- Tray washer (Booster heater, 630 tray per hour rate)

2. The Contractor shall provide, at its own expense, quarterly preventative maintenance and repair contracts on all equipment under its direct control. This shall include all equipment listed above with the exception of the walk-in refrigerators and walk-in freezers. Such contracts can be provided by the Contractor itself, or by reputable companies generally known to have such an expertise.
3. In its proposal, the Contractor must submit to the City a plan as to how this requirement will be met. The cost for this service must be clearly identified within the separate, cost proposal under the Controllable Expenses category. Contractor is to keep a separate record on maintenance and repairs for each piece of equipment and provide a written report and relevant documentation at least quarterly as to what preventative maintenance/repairs have been performed on each piece of equipment.
4. Given proof of adequate maintenance, the City will replace equipment it has provided as it deems necessary, considering the average life of the equipment as determined by the manufacturer as well as any extraordinary circumstances.
5. Contractor and the City shall jointly inventory, at least annually, all capital equipment and City owned serviceware under the Contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made.



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6. Contractor shall be liable for the replacement cost for all unaccounted items. A separate list of all Contractor supplied equipment must be maintained and submitted to the City semi-annually.
7. Equivalent quality replacements for kitchen, bakery and dishwashing serviceware shall be provided by the Contractor without cost to the City. Replacement items shall become property of the City.

E. INVENTORY

1. Prior to implementation of the contract, a complete inventory of all Food Service equipment currently in place will be taken by Contractor, this shall include and inventory of smallwares. Upon termination of the contract, the Contractor shall be responsible to return the Food Service equipment and smallwares to the City in equal or better condition than when the Contract began. Maintaining the smallware inventory levels will be the responsibility of the Contractor, at no cost to the City.
2. The Contractor shall provide all consumable supplies and food products which are required for food service operation, including paper, Styrofoam products, and cleaning supplies. All such purchases shall be in the Contractor's name, but may be delivered to the SAPD receiving dock.

F. CLEANING AND SANITATION

1. On a continuous basis, the Contractor shall clean all kitchen, bakery, and dishwashing equipment and serviceware, including grease hoods, grease traps and floor pans. All items shall be cleaned in accordance with all applicable federal, state, and local laws and ordinances regarding health sanitation and safety. This includes steam cleaning of hood ventilation and stack systems bi-annually at Contractor's expense.
2. Contractor shall provide all equipment, supplies, and linens necessary to perform all cleaning and sanitation functions. Contractor shall supply hand soap, paper towels and toilet tissue for all kitchen staff restrooms and hand washing, sinks in the kitchen, bakery and dishwashing areas.
3. Contractor shall sweep and mop all floors, clean all counters, sinks and food preparation areas, and remove all trash and garbage from the kitchen to the appropriate dumpster daily. City shall be responsible for regular garbage pick-up from the dumpster only.
4. Contractor shall provide all pest (insect and vermin) control services for the kitchen, bakery and dishwashing room. Pest control services must be provided by a properly licensed pest control service, and conducted monthly. Proof and description of each service shall be forwarded to the Jail Administrator within 24 hours of completion of service.

G. BUILDING MAINTENANCE

City shall maintain and repair building structures in the kitchen, bake shop, and dishwashing room. Painting shall be included as part of building maintenance.

Contractor shall take all reasonable precautions, as directed by the City, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect City



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property and adjacent property. Damages to properties caused by Contractor's negligence shall be repaired at no cost (both labor and material) to the City.

Contractor shall provide City a full report of damage to City property and/or equipment by Contractor's employees. All damage reports shall be submitted to the Jail Administrator within twenty-four (24) hours of occurrence.

H. UTILITIES/NETWORK

When the kitchen is not in use or when food preparation is at a minimum, Contractor will assume maximum utility/energy cost conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items. Contractor shall be responsible for turning off all non-essential equipment when an area is not in use.

1. City shall provide, at its own expense, all utilities necessary for the performance of food service operations. The City cannot guarantee an uninterrupted supply of water, electricity, gas heat, air conditioning or telephone service. The City shall, however, be diligent in restoring service following an interruption.
2. A telephone line shall be provided without charge.
3. Access to a networking framework shall be provided without charge. Contractor shall be responsible to provide, at its own expense, all computers, servers, switches, software, internet service, and related peripherals and equipment as necessary to effectively perform all duties contracted. City network responsibility is limited to permitting access to and use of preexisting infrastructure such as service provider boxes, IT closets, and existing wiring that reaches the kitchen office. Contractor will install all their own equipment and establish their own internet service, City is not requiring them to pull new cabling.

I. STAFFING

1. Contractor shall provide a full-time on-site manager having correctional food service knowledge and cook-chill experience, who is capable of managing and directing the total administrative requirement for a quality, nutritionally correct food service operation. The Contractor shall provide job profiles and resumes for the individual who will be considered for this position. An interview with the proposed manager shall be required prior to award of this contract.
2. Contractor shall provide sufficient, qualified staff to maintain food service operations for three meals each day of the year. The Contractor shall commit to specific staffing levels at the facility, and maintain those levels throughout the life of the contract. Under no circumstances may any post be left vacant for longer than fourteen (14) calendar days.
3. Contractor's employees at the jail facility shall submit to annual health examinations, including testing for tuberculosis, at the Contractor's expense, and agree to submit satisfactory evidence of compliance with all health regulations to the City upon request. All employees of the Contractor must undergo a pre-employment physical examination at the Contractor's expense and be approved by the City prior to being allowed to work in the facility. The initial pre-employment physical examination shall include testing for tuberculosis. All employees of the Contractor shall be obligated to adhere to all City policies, procedures, rules and regulations.

4. Contractor shall provide uniforms for its employees. Uniform selection must be reviewed and approved by City.



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5. Contractor shall provide on-going, in-service training for its food service employees, including safety training. The Contractor shall put in practice an effective safety program to minimize the risk of injury to personnel.
6. Contractor shall provide a plan to ensure that vacant positions are filled with staff qualified to assume those positions. This plan shall also address overtime for employees. At no time, shall one person work more than two consecutive shifts.
7. For the purpose of calculating the actual hours provided on site during the month, the Contractor shall provide a time clock system which shall be used to substantiate employee's actual on-site work.
8. Contractor's employees, including management, shall be properly attired in a standard uniform. Contractor's employees must be clean and neat at all times. Hair restraints (hats or nets) and plastic gloves (when handling food) must be supplied and worn by all food service employees in the kitchen, bakery, and dishwashing areas.
9. City may require Contractor to immediately remove any of its employees from the City's premises for any reason sufficient to the City. Any and all such removals shall be made in the name of the Contractor and therefore the Contractor will assume the responsibility for the removal.
 - a. Contractor shall notify the Jail Administrator in writing whenever any employee servicing the facility has been terminated, permanently transferred or newly hired within 24 hours of the action.
10. City shall not reimburse the Contractor or Contractor's employees for any costs arising from or associated with vehicle parking.

J. MENU

1. All menus must be submitted to the City for approval prior to use and shall adhere to the California Corrections Standards Authority, Title 15 menu standards for Type II adult facilities with an onsite kitchen and a population of over 100 inmates. The menu shall be:
 - a. Planned and written one month in advance.
 - b. Planned to provide a variety of foods, thus preventing repetitive meals.
 - c. Approved by the Contractor's registered dietician prior to implementation.
 - d. Evaluated annually by the Contractor's registered dietician.
 - e. Have changes in planned menus noted on worksheets that clearly show exactly what items and exactly what quantities were served.
2. Each proposal shall contain a sample 28-day rotational menu in which every meal meets the nutritional and portioning requirements of California Corrections Standards Authority, Code of Regulations, Title 15 standards for Type II adult facilities. Menus submitted shall include all condiments and shall indicate calories per meal as well as a complete nutritional analysis and be signed by the Contractor's registered dietician.



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3. The female inmate menu shall be designed to incorporate the California Corrections Standards Authority, Code of Regulations, Title 15 standards for milk consumption for pregnant or lactating women.
4. The following items must be considered in all menu planning, food selection, and meal preparation:
 - a. The ethnic demographic of the facility is 75% Hispanic, followed by African American, Caucasian, Asian and "all others", in descending order. The menu should reflect the ethnic, cultural and regional dietary preferences of the facility.
 - b. Food items within the meat, vegetable, fruit and dessert groups must be varied within the week and not repeated on the same days each week.
 - c. Aesthetic values, i.e. variety of foods and food preparation methods, color combinations, textures, sizes and shapes, taste and appearance.
 - d. Seasonal availability of foods.
 - e. Food preparation methods shall include baking, broiling and boiling in preference to those methods which add extra fats and oils, such as frying. Spices, herbs and garnishes shall be used to enhance the taste and improve the visual appeal of meals.
 - f. Contractor shall include within its proposal sample holiday menus designed for Easter, 4th of July, Thanksgiving Day, and Christmas Day using foods traditionally associated with each holiday.
 - g. Contractor shall include within its proposal sample religious menus; including menus that are pork-free, vegetarian, and kosher.
 - h. The Support Services Police Administrative Manager must approve religious diets and requests will be submitted in writing to the Programs Supervisor. Diets must be simple and conform as closely as possible to the food served to other inmates.
5. Vegetarian diets must be provided to all inmates who request them.
 - a. Therapeutic or restricted diets must be available upon medical authorization. Specific diets must be prepared and served to inmates according to the orders of the attending physician or dentist as directed by the responsible health authority official. Medical diets verified by the Contractor's dietician must be specific and complete and will be furnished in writing to the Contractor. Restricted diets must conform as closely as possible to the food served to other inmates.
 - b. Menus must be reviewed and certified by a registered dietician and adjusted for age, sex and activity according to the Recommended Dietary Allowances (RDA) stated by the national Academy of Sciences. In addition, the menus must conform as closely as possible to the United States Department of Agriculture (SDA) guidelines relative to the amount of fat, cholesterol, sodium and dietary fiber. Contractor must provide to the City written certification of this review for each cycle menu prior to implementation.



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- c. All food portion sizes shall reflect cooked measurements. Meat portions in casserole or combination dishes must be listed. The contents for all sack meals must also be clearly indicated by item and weight. All portions must be listed on the menus which are submitted in the Proposal response. They must include the number and portion sizes of condiment packages.

K. KITCHEN OPERATION

1. Kitchen Operation Plan

Proposer shall submit within its proposal a kitchen operation plan that incorporates the following features at minimum:

- a. Food production operating five (5) days per week, one (1) shift per day.
- b. Contractor's proposed plan shall utilize the cook-chill system as completely as possible to prepare inmate meals.
- c. Operating seven (7) days per week for trayng, rethermalization, ware washing and cleaning.
- d. Contractor's plan to maintain an on-hand supply of meals for inmates admitted with therapeutic or religious dietary needs until those inmates can be factored into meal preparation.

2. Food Preparation Requirements

- a. All meals must be freshly prepared on-site. Off-site preparation is not acceptable.
- b. No outdated/expired products may be used by the Contractor.
- c. Contractor shall provide supplemental food service for other operational events as determined by the City with no less than seventy two (72) hours' notice.
- d. A file of tested cook-chill and regular recipes adjusted to a yield appropriate to the size of the inmate population must be maintained. Evidence must be provided that there are such recipes to match the proposed cycle menu.
- e. Contractor shall maintain hard copies of standard recipe cards in the jail kitchen for each item to be prepared on the menu cycle as well as soft copies. These cards shall be utilized by cooks in preparing each meal and shall designate for each item prepared the cooking procedure, ingredients and quantities required. Recipe cards shall be made available at any time for the use of the City, or authorized audit or inspection staff.
- f. Recipes will be provided by the Contractor in advance and must meet the approval of a licensed American Dietetic Association (ADA) registered dietitian, as defined by the Commission on Accreditation for Corrections, for nutritional adequacy prior to the use in the facilities. Any changes in said recipes must also receive prior approval from said dietitian before use.

- ## L. EMERGENCIES

M. RIGHTS OF INSPECTION/COMPLAINTS

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2. All complaints by inmates and staff shall be submitted in writing to the Contractor's administrator. Complaints, which are valid within the terms of the City's agreement with the Contractor, will be forwarded in writing to Contractor's management. The Contractor will have five (5) business days in which to present a written response detailing the solution to the problem.

N. REPORTS, AUDITS AND ACCOUNTABILITY

1. City has the right to, at any time; inspect the food, meals, food storage areas, and food preparation areas to ensure that all health and sanitation standards as well as the caloric values and minimum RDA's are being met. Presentation and taste tests evaluations will also be undertaken and the City will reject any and all foods that fail to meet its standards.
2. Any inspections by the City, which yield unsatisfactory results, will be provided to the Contractor in writing for immediate corrective action and documentation by Contractor.
3. City has the right to request and review an audited financial statement of the Contractor which the Contractor must provide to the City within five (5) days' notification by the City. Such audited financial statement shall be for the Contractor's most recently completed fiscal year and such statement must be available to the City no more than four (4) months following the end of each of the Contractor's fiscal years. Such statement must be furnished at the Contractor's expense. Any such audits are to be conducted by an independent Certified Public Accountant or CPA firm.
4. When requested, the Contractor shall furnish personnel to participate in meetings with the City concerning food service requirements and other operational issues.
5. The Contractor shall process food service complaints from inmates daily and provide copies of the complaints and resolutions to the City.
6. Quarterly revenue reports shall be submitted to City with revenue-sharing and/or rent payments.
7. Contractor shall submit an annual report of contracts held with other agencies that are sources of revenue and for which City facilities are used to operate. This report shall include, but not be limited to term and amount of contract(s), and City facility used.

O. FOOD SERVICE RECORDS

1. Contractor shall keep full and accurate records and develop comprehensive reports in connection with food services provided to the City. Reports shall be developed by the Contractor in cooperation with the City. A copy of said reports shall be supplied to the Jail Administrator on a monthly basis by the fifth working day of the subsequent month. In addition, all such records shall be available for auditing by the City at any time during regular working hours.
2. Complete and accurate meals served counts shall be taken and recorded at each meal period through a joint count taken by representative of the Contractor and a representative of the City. The Contractor shall establish a meal count procedure system acceptable to the City prior to its implementation. A meal count reconciliation sheet must be submitted for approval with the Contractor's monthly invoice. Only those meals signed for by a



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representative of the City shall be eligible for payment. The Contractor, in accordance with City policies, shall maintain accurate records.

3. Any meals incompletely served will be denied payment by the City, and any meals served late through no fault of the City are subject to denial of payment.

P. The Contractor shall submit, in writing, within 15 days of the end of each fiscal year quarter, a report of food service activity to include, but not be limited to the following:

1. A complete accounting of the actual meals served including hot meals, sack lunches, religious and medical meals and snacks.
2. Detail of all preventative maintenance performed on each piece of equipment including type of service, date and name of the firm who performed the service.
3. Detail of all repairs performed on each piece of equipment, including who performed the work and whether or not it was under warranty.
4. Copies of all reports and records required to qualify for Federal Surplus Commodities.
5. An assessment of the overall program strengths and weaknesses, as well as recommendations for improvement in food, service, cost control, or other areas.

Q. PROPOSAL SUBMISSIONS

1. Each proposal must contain an expenses and administrative/management fee proposal under separate, sealed cover within the primary proposal. Within the cost proposal, the Contractor must show the cost for each meal period (i.e. breakfast, lunch and dinner classification) to include all medical/restricted inmate diets and snacks.
2. The per-meal cost proposals prepared by the Contractor must include the following elements:
 - a. Labor cost (including all on-site management and staff, benefits and payroll taxes).
 - b. Food costs.
 - c. Controllable expenses (all normal day-to-day expenses for operating supplies, repairs and maintenance, uniforms and other related costs).
 - d. Administrative/management fee (those costs not associated with the administration and management of the contract which are not shown in the labor, expenses or equipment/smallwares categories. This fee is to include the Contractor's profit margin.)

R. REVENUE SHARING

1. Proposer should describe its ability to operate the kitchen for revenue generation purposes in addition to inmate meal preparation for the Santa Ana Jail Facility. Possible sources of revenue may include food preparation for rest homes, shelters, other law enforcement agencies, community centers, or any other sources that the Proposer is



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aware of or experienced with. Proposer should detail any prior experience with operating correctional kitchens for revenue generation as well as its plan and approach to such operations if awarded a contract. Any current contracts or possible contracts with other agencies whether public or private, that will be operated on City facilities shall be disclosed in Proposals.

2. Contractors shall submit a Rent/Revenue Sharing Proposal as part of their Cost Proposal, containing either a proposed rent or a revenue sharing percentage. Contractors, at their discretion, may also propose a combination of the two; wherein a minimum rent along with a revenue sharing percentage is proposed, triggered when certain revenue thresholds are exceeded.
3. Proposers must indicate what percentage of such revenues, including any that may be generated through the Café and any operations conducted under the resulting agreement and on City property, it proposes to share with the City; and the amount the Contractor proposes to pay City for lease of kitchen facilities.
4. Revenue and/or Rent payments shall be made to City on a quarterly basis. A report shall be included and organized by month, agency, commodity (commissary, number of meals, commodity, etc.) and revenue earned for each for verification purposes. A soft copy of this report shall be made available electronically upon City's request.

S. TERMINATION OF CONTRACT

1. The City shall have the right to terminate the contract as follows:
 - a. Immediately without notice if, for any reason, the Contractor fails to provide continuous food service for a period in excess of 24 hours.
 - b. Immediately, if within five (5) calendar days of notice to Contractor, Contractor fails to correct any serious violation of health, sanitation or safety requirements as determined by the County Health Agency or other regulatory agency.
 - c. City reserves the right to terminate for convenience upon 30 days' written notice to Contractor.
 - d. Contractor may, after the first one year term of the contract, terminate the contract for cause with 120 days' written notice to the City.

T. ALTERNATIVES – LIQUIDATED DAMAGES

1. If, after notice to the Contractor by the City, one or more substantial contract violations continue to occur, the City shall have the right to require the Contractor to issue monthly billing credits commensurate with the value lost plus fifty percent (50%) or \$2,000, whichever is greater. Violation of contract requirements by the Contractor may cause City to lose contracts to house inmates. Such violations may include, but are not limited to the following:
 - a. Contractor has failed to prepare all or portions of the meal using the specified recipe, ingredient amounts proportionate to the number of persons to be served, improper



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preparation and/or rethermalization procedures, improper storage techniques points for the menu specified.

- b. Contractor, through improper or inconsistent supervision, has failed to provide the specified portions in meals prepared.
 - c. Contractor has failed to adhere to its minimum purchase specifications resulting in food potentially not being up to Title 15 standards.
 - d. Contractor has caused all or portions of a meal to become contaminated.
 - e. Contractor has failed to deliver the meal specified within 15 minutes of the scheduled time.
 - f. Contractor has failed to maintain the kitchen, storage equipment and spaces and all preparation and service utensils in a clean, sanitary manner resulting in a negative rating by the OC Health Dept and any audits performed by contracting agencies.
 - g. The Contractor has failed to prevent any damage to City property, buildings or equipment.
2. In the event that one or more of the situations have taken place, the City shall direct the Contractor to issue a credit for up to the full value of the meal plus fifty percent (50%), times the number of meals involved or \$2,000, whichever is greater.

U. CONTRACT REVISION/RENEWAL

1. The City reserves the right to either increase or decrease food service requirements within the terms of the contract. The cost for the additional services only will be negotiated at the time the request is made.
2. The City will review price-per-meal cost adjustment requests annually according to the City fiscal year (July 1 through June 30) after the initial contract term. The Contractor shall submit price-per-meal cost adjustment requests no later than January 1. The Contractor must propose and explain the process that will be used to justify the proposed cost increase on company letterhead based upon the following:
 - a. The USDA Regional Wholesale Food Price Index (as issued quarterly) and the USDA Food Index Forecast will be used to justify the increase in food cost.
 - b. U.S. Department of Labor Regional statistics for labor cost increase in similar job categories will be used to justify the increase in labor costs. In addition, increases in tax rates affecting labor cost will be applied.
 - c. Changes in the City-specified menus, points-of-service, additions or levels of service provided.
 - d. A revised cost proposal, including line item descriptions, current pricing, proposed pricing, and percentage rate increase for each line shall.
3. Contractor must provide in its proposal a not-to-exceed percentage increase in the cost-per-meal, regardless of the above factors.



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4. City reserves the right to accept or reject any price increases, and to refuse renewal of contract if price increases are not acceptable. City may or may not approve cost adjustment requests based on current budgetary factors, reasonableness of cost, or lack of justification and supporting documentation. City will determine the start date of any approved cost increases.

V. SECURITY

The following security requirements shall be in effect at all times. Failure to abide by any of these items by any of these items by any Contractor's employee may result in removal from the facility and or criminal charges.

1. SECURITY SCREENING

- a. All Contractor's personnel to work within the facility must successfully complete a background investigation conducted by the Santa Ana Police Department before beginning work. Contractor employees that do not successfully complete the background investigation shall not be allowed entry into the facility. No less than 45 days before an employee is scheduled to begin work, the Contractor shall submit to the Chief of Security the following information for each employee to work within the facility.
 - First name, middle name, last name
 - Date of birth
 - Current residence address
 - Photocopy of valid government issued photo identification
 - Photocopy of valid Social Security card
 - Proof of U.S. citizenship or legal work status
- b. Contractor shall be notified of any employees that are refused for employment within the facility. The background investigation requirement shall also apply to employees who begin at any later date.
- c. Decisions of the Santa Ana Police Department are final and are not subject to arbitration.

2. FACILITY ENTRY

- a. All Contractors' employees must enter the facility and check in at the Jail Facility front desk. A current roster of employees with security clearance will be maintained at the front desk. Each employee must show a valid, government issued picture identification prior to entry. If an employee cannot produce proper identification or their name is not on the security roster they shall be denied admission.
- b. When an employee leaves the service of the Contractor, the Contractor shall notify the Jail Administrator's office within 12 hours.
- c. Decisions of the Santa Ana Police Department are final and are not subject to arbitration. Cost of the background check shall be borne by the City.



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3. EMPLOYEE CONDUCT

- a. All Contractors' employees shall wear identical uniforms that clearly designate them as employees of the contractor at all times while within the facility.
- b. All Contractors' employees shall properly wear their facility issued identification badge at all times while in the facility. Facility issued identification badges shall be returned to the appropriate facility officer at the end of each employee's workday.
- c. Contractor's employees shall never bring wireless devices, alcoholic beverages or narcotics into the facility. Persons that are under the influence of alcohol or narcotics or are found to bring in wireless devices shall be denied admittance into the facility.
- d. Contractor's employees shall never deliver messages or goods to or from any inmate. Contractor's employees shall never grant, promise or imply any special item or privilege to any inmate. Contractor's employees shall inform the appropriate facility officer of any solicitation by an inmate to break the facility rules.
- e. Contractor's employees shall attend Santa Ana Jail training deemed mandatory by State or Federal regulations. The Contractor shall pay employees for attending these required courses, where applicable.
- f. Contractor's employees shall be informed of the Santa Ana Jail Facility no- hostage policy. In the event of a disturbance within the facility, all Contractors' employees shall immediately follow the directives of facility staff.
- g. In the event of a dispute between Contractor's staff and facility staff regarding work procedures, security measures, etc., the Jail Administrator shall have the final decision.

4. EQUIPMENT SECURITY

- a. No food, food service equipment or serviceware shall leave the kitchen, bakery or dishwashing area.
- b. Missing food, food service equipment or serviceware shall be reported to Shift Command immediately.

IV. CODE-7 CAFÉ

Code-7 Café is the sole staff dining area within the Santa Ana Police Department. The Café seats 96 persons in a 1600 sqft dining room and has over 600 sqft of food preparation and display space. The Café is equipped with a storage room and a dishwashing area. Total combined weekday staff of the Santa Ana Police Department and Holding Facility is approximately 200 persons. The Café is the only place within the facility where food may be purchased.

A. FOOD SUPPLIES

1. Contractor shall be responsible for purchasing and receiving all food, beverages, and food supplies necessary for the preparation of meals in sufficient quantity to meet the needs of all patrons of the Café during the term of the contract. The term "food supplies" is meant



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2. to include all condiments required by Café patrons including: salt, pepper, sugar, sweetener, creamer, ketchup, mustard, mayonnaise, relish, salad dressing, etc. Food and food supply inventories purchased by the Contractor are the property of the Contractor and the Contractor shall be responsible for any loss, damage or spoilage.
3. Contractor shall be responsible for ensuring correct merchandise is ordered and received regarding quantity and quality, and that deliveries are made to correspond with the Santa Ana Police Department receiving dock schedule. The Santa Ana Police Department Property and Evidence Supervisor shall require advance notification of all deliveries.
 - a. Contractor shall ensure that it has personnel on duty to receive, move, and store all deliveries.
 - b. Contractor shall be responsible for maintaining food stocks in compliance with California and Orange County Health Department standards, the California uniform Retail Food Facilities Law and the requirements of this RFP.

B. FOOD SERVICE EQUIPMENT AND PERIPHERAL SUPPLIES

1. Contractor shall have full use of Café food service equipment owned by the City in carrying out the requirements of this RFP. Café food service equipment includes:
 - Deep Fryer (2 baskets, counter top type, 11" x 12" frying area)
 - Refrigerator (46cuft)
 - Freezer (233 cuft)
 - Radiant Broiler (24" wide, 4 burner)
 - Griddle (36N22" cook top)
 - Sandwich Preparation Unit (48" wide, 11 cuft refrigerator in base, surface has 8 covered ingredient bins and an integrated cutting surface)
 - Tray rack (Wheeled under counter type, holds fifteen 18"x26" trays)
 - Dishwasher (203 racks per hour capacity)
 - Food Disposer (5 HP)
 - Iced Tea Brewer/Dispenser (3 gallon capacity)
 - Ice Dispenser (150lb capacity)
 - Coffee Maker
 - Hot Food Unit (2, one has capacity for four 12" x 20" pans, the other can hold two 12" x 20" pans)
 - Heat Lamp (60" long, 1400 watt)
 - Refrigerated Merchandiser (46cuft 2 glass doors)
 - Salad Bar (32" x 68", breath guard)
 - Refrigerated Cold Pan (2, one has capacity for four 12" x 20" pans. The other can hold three 12" x 20" pans)
 - Condiment Dispenser (2, each are ice cooled and have 4 thirty ounce condiment containers)
2. Contractor shall provide, at its own expense, preventative maintenance and repair contracts on all equipment under its direct control. Such contracts can be provided by the Contractor itself, or by reputable companies generally known to have such an expertise.



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- a. In its proposal, the Contractor must submit to a plan as to how this requirement will be met. The cost for this service must be clearly identified within the separate, sealed cost proposal under the Controllable Expenses category. Contractor is to keep a separate record on maintenance and repairs for each piece of equipment and to provide a written report and relevant documentation at least quarterly as to what preventative maintenance/repairs have been performed on each piece of equipment.
- b. Given proof of adequate maintenance, the City will replace equipment it has provided as it deems necessary, considering the average life of equipment as determined by the manufacturer as well as any extraordinary circumstances.
- c. Contractor shall, at its own expense, repair any equipment that is damaged due to the negligence of its employees.
- d. The Contractor shall furnish all serviceware and accessories necessary to operate the café. "Serviceware" includes but is not limited to: Pots, pans, cooking and eating utensils, plates, trays, beverage containers, measuring utensils and containers, etc. All serviceware and accessories purchased by the Contractor shall remain the property of the Contractor and the Contractor shall be responsible for any loss incurred.
- e. Contractor shall furnish utensils, napkins, straws and any other accessories necessary to Café patrons.

C. INVENTORY

1. The Contractor and the City shall jointly inventory all Café equipment and city-owned serviceware under the Contractor's direct control at least twice yearly.
2. Prior to start-up of services, the Contractor and the City shall conduct a complete inventory of all Café equipment and record the condition of said equipment. The results of this inventory shall be kept on file with the Santa Ana Police Department Property and Facilities Manager with copies retained by the Contractor.

D. BUILDING MAINTENANCE AND JANITORIAL

1. The City shall maintain and repair building structures in the Café. Painting shall be included as part of building maintenance.
2. The Contractor shall be responsible for daily thorough cleaning of all trays, plates, beverages containers, cooking and eating utensils, cooking and preparation equipment and surfaces, refrigerators, freezers, soiled plate return area, and storage and washing areas. All cleaning shall be conducted in accordance with all federal, state and local laws and ordinances regarding health, sanitation and safety.
 - a. During the hours of Café operation, the Contractor shall empty trash cans and dispose of trash as necessary, clean soiled tabletops, seats and booths and mop spills.



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- b. The Contractor shall provide all equipment and supplies necessary to perform all Contractors' cleaning and sanitation functions.
- c. After-hours: City will provide janitorial services for the Café dining area.
- d. Contractor shall take all reasonable precautions, as directed by the City, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect City property and adjacent property. Damages to properties caused by Contractor's negligence shall be repaired at no cost (both labor and material) to the City.
- e. Contractor shall provide City a full report of damage to City property and/or equipment by Contractor's employees. All damage reports shall be submitted to the Jail Administrator within twenty-four (24) hours of occurrence.

E. UTILITIES/NETWORK

When the kitchen is not in use or when food preparation is at a minimum, Contractor will assume maximum utility/energy cost conservation by turning off or down fans, water, ovens, steam equipment and other energy consuming items. The Contractor shall be responsible for turning off all non-essential equipment when an area is not in use.

1. The City shall provide, at its own expense, all utilities necessary for the performance of café operations. The City cannot guarantee and uninterrupted supply of water, electricity, gas heat, air conditioning or telephone service. The City shall however, be diligent in restoring service following an interruption.
2. A telephone line shall be provided without charge.
3. Access to a networking framework shall be provided without charge. The Contractor shall be responsible to provide, at its own expense, all computers, servers, switches, software, internet service, and related peripherals and equipment as necessary to effectively perform all duties contracted. City network responsibility is limited to permitting access to and use of preexisting infrastructure such as service provider boxes, IT closets, and existing wiring that reaches the kitchen office. Contractor will install all their own equipment and establish their own internet service, City is not requiring them to pull new cabling.

F. PROVISION OF LINENS AND UNIFORMS

Contractor shall be responsible for providing linens and uniforms for Contractor's staff use. Contractor's personnel shall be required to wear identical uniforms that clearly distinguish them as Café staff.

G. CAFÉ OPERATIONS

1. Minimum staffing hours of the Café shall be from 10:30 a.m. until 2:00 p.m., Monday through Friday, excluding City holidays. Contractor shall adequately staff the Café to provide service during these minimum hours of operation. If the Contractor wishes, it may extend the hours and days of operation of the Café.
2. Contractor shall provide a ten (10) day rotational lunch menu including both hot and cold entrees and side items. This menu shall also be posted in Café and supplemented by the daily availability of a salad bar, beverages, desserts, burgers, sandwiches, chips, fruit, and any other items that the Contractor selects which may be freshly made at the



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Café or freshly packaged. A sample 10-day menu with pricing shall be included in Proposal.

3. The Contractor shall furnish its own cash register and shall be responsible for posting all food menus and prices daily.

H. REPORTS AUDITS AND ACCOUNTABILITY

Proposals should include samples of the following Contractor reports to the Santa Ana Jail Support Services Manager, as well as any other reports that may be useful.

1. Monthly accountability reports must indicate sales totals, itemized expenditures, and commission due the City.
2. Monthly inspection reports must detail the condition of Café equipment, any service or maintenance performed, and repairs needed to Café equipment.

I. PROPOSAL SUBMISSIONS

1. As part of their proposal, each Proposer shall submit a sample ten (10) day rotational menu of hot and cold entrees as well as a menu of daily items proposed to be offered and pricing for each rotational and daily item.
2. Payment to both the City and the Contractor shall be in the form of a percentage of the Café's net profit each month for the period of the contract. Each proposer shall include with their proposal, the percentage of the Café's net profit that will be paid to the City each month during the period of the contract.

J. SECURITY

The following security requirements shall be in effect at all times. Failure to abide by any of these items by any Contractor's employee may result in removal from the facility and or criminal charges.

1. SECURITY SCREENING

- a. All of the Contractor's personnel to work within the facility must successfully complete a background investigation conducted by the Santa Ana Police Department before beginning work. Contractor's employees that do not successfully complete the background investigation shall not be allowed entry into the facility. No less than 45 days before an employee schedule to begin work, the Contractor shall submit to the Chief of Police the following information for each employee to work within the facility:

- First name, middle name, last name
- Date of birth
- Current residence address
- Photocopy of valid government issued photo identification
- Photocopy of valid Social Security card
- Proof of U.S. citizenship or legal work status



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- b. Contractor shall be notified of any employees that are refused for employment within the facility. The background investigation requirement shall also apply to employees who begin at a later date.
- c. Decisions of the Santa Ana Police Department are final and are not subject to arbitration. Cost for background check shall be borne by the City.

2. FACILITY ENTRY

- a. All Contractors' employees must enter the facility and check in at the Jail Facility front desk. A current roster of employees with security clearance will be maintained at the front desk. Each employee must show a valid, government issued picture identification prior to entry. If an employee cannot produce proper identification or their name is not on the security roster they shall be denied admission.
- b. When an employee leaves the service of the Contractor, the Contractor shall notify the office of the Chief of Police within 12 hours.
- c. Decisions of the Santa Ana Police Department are final and are not subject to arbitration.

3. EMPLOYEE CONDUCT

- a. All Contractors' employees shall wear identical uniforms that clearly designate them as employees of the Contractor at all times while within the facility.
- b. All Contractors' employees shall properly wear their facility issued identification badge at all times while in the facility. Facility issued identification badges shall be returned to the front desk officer at the end of each employee work day.
- c. Contractor's employees shall never bring alcoholic beverages or narcotics into the facility. Persons that are under the influence of alcohol or narcotics shall be denied admittance into the facility.
- d. Contractor's employees shall attend Santa Ana Jail training deemed mandatory by State or Federal regulations. The Contractor shall pay employees for attending these required courses, where applicable.
- e. In the event of a disturbance within the facility, all Contractors' employees shall immediately follow the directives of Police staff.
- f. In the event of a dispute between Contractor's staff and Police staff regarding work procedures, security measures, etc., the Santa Ana Police Department Property and Facilities Manager shall have the final decision.

V. INMATE COMMISSARY

A. COMMISSARY PLAN OVERVIEW



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1. The Santa Ana Jail Facility's commissary shall be a cashless system. Items are sold through order forms for later delivery. All transactions shall be debited against inmates individual commissary accounts.
2. The contractor shall store all commissary items and process and package all commissary orders offsite, with delivery to the jail facility on the same day as distribution to inmates. There shall be no onsite storage of commissary goods.
3. Proposers shall outline in their proposals, their overall service plan to provide commissary services on a weekly basis. Proposer's plans should utilize their own staff for the distribution of commissary order and utilize Jail staff as little as possible.

B. EQUIPMENT SPECIFICATIONS

1. At no cost to the City, the Contractor shall provide all equipment, hardware and software necessary for efficient operation of the commissary program. This shall include but is not limited to:
 - a. Inmate accounting/banking software sufficient to handle all inmate banking transactions from intake to release.
 - b. Equipment to accept and process cash (bills and coins) from booked inmates, cash and credit/debit card deposits from public visitors, and post funds received into the inmate accounting/banking software.
 - c. Hardware and software to process, track and maintain historical records of inmate commissary purchases and credits.
2. The Santa Ana Jail Facility Jail Management System (JMS) is by Advanced Technology Information Management Systems, by ACT 1 Group Company. Proposer's inmate accounting/banking software should be able to interface with the Jail Management System in order to keep up-to-date inmate information.
 - a. Access to a networking framework shall be provided without charge. The Contractor shall be responsible to provide, at its own expense, all computers, servers, switches, software, internet service, and related peripherals and equipment as necessary to effectively perform all duties contracted.
 - b. The Contractor shall provide commissary order forms that have been designed expressly for the Santa Ana Jail Facility. Order forms shall offer for sale only those items approved by the Jail Administrator.

C. PURCHASING/STORAGE OF GOODS

Contractor shall be responsible for purchasing, receiving and offsite storing of all goods sold through commissary or necessary for commissary operations. All goods shall remain the property of the Contractor unit they are delivered to the customer (inmate). The Contractor assumes all liability for loss, damage or spoilage of goods prior to delivery of goods to the customer (inmate).



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D. REPORTS, AUDITS AND ACCOUNTABILITY

Proposals should include samples of the following Contractor's reports to the Jail Administrator and any other reports that may be useful.

Sales and commission reports should indicate: sales total for order forms, and commission due the Inmate Welfare Fund. Each of these reports should be produced monthly with an annual report as well.

E. PROPOSAL SUBMISSION

1. The proposer shall provide a listing of all items that can be sold through commissary and proposed sale prices for each item.
2. The Proposal shall indicate the percentage of net sales to be paid to the City each month. "Net Sales" is defined as total of all sales, minus sales tax and sales of U.S. postage stamps.

F. SECURITY

The following security requirements shall be in effect at all times. Failure to abide by any of these items by any Contractor's employee may result in removal from the facility and or criminal charges.

1. SECURITY SCREENING

- a. All Contractor's personnel to work within the facility must successfully complete a background investigation conducted by the Santa Ana Police Department before beginning work. Contractor employees that do not successfully complete the background investigation shall not be allowed entry into the facility. No less than 45 days before an employee is scheduled to begin work, the Contractor shall submit to the Chief of Police the following information for each employee to work within the facility.
 - First name, middle name, last name
 - Date of birth
 - Current resident address
 - Photocopy of valid government issued photo identification
 - Photocopy of valid Social Security card
 - Proof of U.S. citizenship or legal work status
- b. The Contractor shall be notified of any employees that are refused for employment within the facility. The background investigation requirement shall also apply to employees who begin at any later date.
- c. Decisions of the Santa Ana Police Department are final and are not subject to arbitration. Cost for background checks shall be borne by the City.



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2. FACILITY ENTRY

- a. All Contractors' employees must enter the facility and check in at the Jail Facility front desk. A current roster of employees with security clearance will be maintained at the front desk. Each employee must show a valid, government issued picture identification prior to entry. If an employee cannot produce proper identification or their name is not on the security roster they shall be denied admission.
- b. When an employee leaves the service of the Contractor, the Contractor shall notify the Jail Administrator's office within 12 hours.
- c. Decisions of the Santa Ana Police Department are final and are not subject to arbitration.

3. EMPLOYEE CONDUCT

- a. All Contractors' employees shall wear identical uniforms that clearly designate them as employees of the Contractor at all times while within the facility.
- b. All Contractors' employees shall properly wear their facility issued identification badge at all times while in the facility. Facility issued identification badges shall be returned to the appropriate facility officer at the end of each employees work day.
- c. Contractor's employees shall never bring wireless devices, alcoholic beverages or narcotics into the facility. Persons that are under the influence of alcohol or narcotics or in possession of wireless devices within the secured area of the Jail facility shall be denied admittance into the facility.
- d. Contractor's employees shall attend Santa Ana Jail training deemed mandatory by State or Federal regulations. The Contractor shall pay employees for attending these required courses, where applicable.
- e. Contractor's employees shall never deliver messages or non-commissary goods to or from any inmate. Contractor's employees shall never grant, promise or imply any special item or privilege to any inmate. Contractor's employees shall inform the appropriate facility officer of any solicitations by an inmate to break the facility rules.
- f. Contractor's employees shall be informed of the Santa Ana Jail Facility no-hostage policy. In the event of a disturbance within the facility, all Contractor employees shall immediately follow the directives of facility staff.
- g. In the event of a dispute between Contractors' staff and facility staff regarding work procedures, security measures, etc. the Jail Administrator shall have the final decision.

VI. PRICING SHEETS

Attachment A contains the proposal item pricing sheet for this RFP. Each proposer shall adhere to the following instructions when submitting their Proposal.



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- A. Attachment A must be submitted must be completely filled out. Inclusion of an incomplete pricing sheet may cause a Proposal to be rejected.
- B. Five (5) copies plus one original of the Contractor's annual report, and references must be included.
- C. Attachment A does not substitute and must be submitted in addition to Cost Proposal.



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EXHIBIT B

PROPOSER'S CERTIFICATION AND PROPOSAL ITEM PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit 1) and am familiar with the products and services being requested. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposal Item Price - Pricing shall be all inclusive and based on the scope of services described in Exhibit 1. Please specify all costs related inmate meals as noted in Exhibit 1. Cost proposal shall include all costs for staffing costs, food cost, controllable expenses, administrative costs, etc. necessary to provide food services for inmates within the Jail facility.

A. INMATE MEAL PREPARATION – REFERENCE EXHIBIT 1, SECTION III

ITEM	DESCRIPTION	QTY ¹	UNIT COST	SUBTOTAL YEAR 1	SUBTOTAL YEAR 2	SUBTOTAL YEAR 3
1	Staffing cost	438,000	\$ 1.013	443,694	443,694	443,694
2	Food cost	438,000	\$ 0.993	434,934	434,934	434,934
3	Controllable Expenses	438,000	\$ 0.342	149,796	149,796	149,796
4	Admin/Management Cost	438,000	\$ 0.13	56,940	56,940	56,940
6	Other	438,000	\$ 0.022	9,636	9,636	9,636
7	Total Cost Per Meal	438,000	\$ 2.501	1,095,000	1,095,000	1,095,000
	Totals ²		\$ 2.501 ³	1,095,438	1,095,438	1,095,438
	Sliding Scale Total Per Meal					
	ADP 1 to 99		\$5.950			
	ADP 100 to 199		\$4.950			
	ADP 200 to 299		\$3.950			
	ADP 300 to 399		\$2.638			
	ADP 400 and above		\$2.501			

B. OPERATION OF STAFF CAFÉ (CODE-7)

Annual Facility Use Payment - Paid in 12 equal monthly installments.

\$30,000

C. INMATE COMMISSARY SERVICES

Percentage of commissary and iCare sales paid to the City of Santa Ana
(Defined as total sales, minus sales tax & U.S. portage sales)

45 %

Percentage of FreshFavorites and iCareFresh sales paid to the City of
Santa Ana (Defined as total sales, minus sales tax)

25 %

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE COST PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**