

COUNTY OF KERN

Kern County Sheriff's Office

REQUEST FOR PROPOSAL

to provide Inmate Food and Kitchen Services

DUE December 2, 2024

TIME Before 11:00 a.m.

COUNTY OF KERN

Kern County Sheriff's Office

Request for Proposal to Provide: Inmate Food and Kitchen Services

The County of Kern is seeking qualified and experienced Food and Kitchen Services vendors to provide food and kitchen service to inmates incarcerated in detention facilities operated by the Sheriff.

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. **Unauthorized contact of any County personnel may be cause for rejection of a vendor's proposal.** All inquiries concerning this RFP should be directed to the following Contact Person:

Kern County Sheriff's Office
Sylvia Valdez
Planning and Research Unit
1350 Norris Road
Bakersfield, CA 93308
Telephone (661) 391-7790
valdezs@kernsheriff.org

Envelopes containing the Proposals are to be marked:

PROPOSAL: Inmate Food and Kitchen Services

Projected Timetable

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective proposers:

Issuance Date September 30, 2024
Pre-Proposal Meeting November 4, 2024
Proposal Due Date December 2, 2024
Proposal Due Time Before 11:00 a.m.

Postmark date will not constitute timely delivery. Responses received after the above time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their Proposals. If hand delivery is planned to our offices, please be aware that delays through building security protocol should be planned for by the proposer since timely receipt of all Proposals is required.

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NOTE: CHANGE/UPDATE THIS PAGE AFTER OTHER CHANGES MADE!!!

I. GENERAL INFORMATION

A. Project Background

The County of Kern, through its Sheriff's Office, (hereinafter referred to as "COUNTY") is soliciting responses from qualified contractors to provide Inmate Food and Kitchen Services, per the Minimum Standards for Local Detention Facilities, California Code of Regulations, Title 15, for the inmate population housed in the Kern County Sheriff's Office jails. It is requested that these services are provided in a professional and cost-efficient manner. Innovative ideas for management of the Facility's food services will be welcomed.

The current Contractor provides meal services to an inmate population that averages approximately 1,715 inmates, who are housed at two separate adult detention facilities in the County of Kern. These facilities include two facilities that are located within the Lerdo Complex and the Central Receiving Facility. The Central Receiving Facility is located in downtown Bakersfield approximately 13 miles away from the Lerdo Complex. All meals will be prepared at the Lerdo Kitchen located on the Lerdo Complex.

LIST OF FACILITIES:

- **Lerdo Detention Facilities** (located in Bakersfield, CA 93308)
 - 17695 Industrial Farm Road (Pre-Trial Facility)
 - 17645 Industrial Farm Road (Max-Med Facility) – **Unpopulated**
 - 17635 Industrial Farm Road (Minimum Facility) - **Unpopulated**
 - 17801 Industrial Farm Road (Justice Facility)

- **Sheriff s Office Central Receiving Facility - Unpopulated**
1415 Truxtun Avenue
Bakersfield, CA 93301

The current average daily population is 1,715, which fluctuates based on AB109 and Proposition 47. The jail system has a total of 1,880 beds and intakes approximately 27,744 inmates annually.

The current Contractor served approximately 2,800,000 meals during the 20232024 fiscal year or approximately 232,000 meals per month. Approximately 285 inmates are on special diets. The current cost per meal, including taxes is \$2.8533.

Items that must be submitted with the proposal are listed in Exhibit C, Lerdo Kitchen utility expenses for Fiscal Year 2023-2024 are included in Exhibit D, Lerdo Kitchen equipment expenses for Fiscal Year 2023- 2024 are included in Exhibit E, Lerdo equipment (large items) are listed in Exhibit F, a floor plan for the Lerdo Kitchen is attached as Exhibit G. Equipment and utility expenses are provided as an example of past expenses. Prospective Contractors will need to independently determine anticipated utility and equipment expenses in submitting proposals.

The current contract is scheduled to expire June 30, 2025. Proposals must describe how the successful Proposer will coordinate with the incumbent and the County to allow for an uninterrupted transition and implementation of new services, to begin July 1, 2025.

B. Services Required of Successful Proposer

The County has developed the attached **Exhibit “A”** which fully describes the scope of work and services required; deliverables; benchmark requirements; and our anticipated timeline for the start and completion of this project.

Proposer will be expected to review the Exhibit to understand the expected outcome, what the desired goals and objectives are, what specific problems and challenges need to be solved in order to achieve the required end result.

C. Services Provided by the County

The County will provide a Contact Person as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide whatever information as may be available. County will also be available to meet and discuss project requirements and development at key times in the process.

D. Selection Process

1. All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee. After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals, and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

2. If one or more of the proposers is a local vendor as defined herein, said proposer(s) shall be entitled to a local vendor preference as herein described, provided: (i) said proposer(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Evaluation Committee; and (ii) they were included in the short list of proposers for further consideration by the Evaluation Committee, if the Evaluation Committee elected to create a short list of Proposals.

All local vendors meeting the above stated criteria shall have their final evaluation score increased by five percent (5%) for purposes of determining the Evaluation Committee’s final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a proposer who:

- (a) Has had a fixed office or distribution point located in and having a street address within the county for at least six (6) months immediately prior to the issuance of the request for competitive bids by the purchasing agent

- (b) Holds any required business license by the county or a city within the county; and
- (c) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.

All local vendors with a Local Employee Ratio of 50% or higher will receive an additional 2% score increase, and those with a ratio of 100% will receive a 3% increase to their score. (Rev 11/19)

- (d) Will credit all sales taxes generated pursuant to the contract awarded as a result of the application of this local vendor preference to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

At-Risk Employer Preference

Per County Ordinance 2.38.132, the At-Risk Employer preference will be implemented. This ordinance provides a preference to local vendors who are also at-risk employers. If there is a tie for the low bid and both bidders are local vendors but one of the bidders is also an at-risk employer, the contract shall be awarded to the low bidder that is also the at-risk employer. In the event local vendors are allowed to submit a new bid equal to or less than the out of county low bidder, and there is a tie for the low bid and one of the responsible low bidders is also an at-risk employer, the local vendor who is also an at-risk employer will be awarded the contract

To qualify as an “At-Risk Employer,” Vendor shall state below that you have provided gainful employment to “at-risk” individuals residing in Kern County for at least one (1) year prior to submitting this bid; and you continue to provide gainful employment to ‘at-risk individuals. “At-Risk Individuals” are defined in County Ordinance 2.38.132 as those individuals who have been incarcerated within the last five (5) years and/or have been convicted of a misdemeanor or felony within the last five (5) years and/or are youth in foster care.

Vendor has employed at least one (1) at-risk individual residing in the County of Kern for at least one year prior to submitting a bid for this project and continues to provide gainful employment to at-risk individuals residing in the County of Kern.

(state qualifying information with returned RFP response).

- 3. The following is a list of general criteria that will be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors. (Please note that the Evaluation Committee may consider other additional

information they deem relevant in determining a recommendation to the Board of Supervisors and may give each of the criteria considered as little or as much weight as they consider appropriate.)

- (a) Proposer's understanding of the RFP requirements and end result.
 - i. Does proposal show comprehension of the scope of services and match Exhibit A requirements?
 - ii. Does proposal address all requested objectives & deliverables?
 - iii. Does proposal offer specific solutions that address problems & our desired objectives?

- (b) Proposer's proposed approach to tasks.
 - i. Does the approach show innovative or advanced techniques
 - ii. Does the approach make sense for this project?
 - iii. Does the proposal clearly define deliverables? Are they measurable and realistic?
 - iv. Are there any apparent discrepancies or omissions in proposal?
 - v. Is the proposed transition or milestone implementation plans feasible?

- (c) Proposer's experience in similar projects.
 - i. Does proposer have a proven track record with similar projects?
 - ii. Has proposer completed relevant or similar projects? What was the length of time performing services for these relevant projects?
 - iii. What is the overall exposure/experience of the proposer with government sector projects?
 - iv. Does proposal provided types, number & duration of current and previous contracts?

- (d) Fee OR proposed rates.
 - i. Has proposer revealed and described all costs? Are there any hidden costs?
 - ii. How does the proposer implement cost control techniques? Are there any escalation clauses included?
 - iii. Does proposer list prior contracts that were conducted on time and within budget?
 - iv. Does proposal state length of time for firm pricing?

- (e) Estimated completion date(s) or required start date
 - i. Does proposal describe transition start up tasks & time and/or milestone steps to negotiate contract, set up staffing/equipment requirements and begin services?
 - ii. Does proposal address any time frames mandated by law?
 - iii. Does proposal address the length of time to complete one-time services?
 - iv. Does proposal describe in detail each project phase and the time needed for completion?

- v. Does the proposal benchmark critical events in the completion of the project?
 - (f) Client references.
 - i. Are proposer's referenced projects similar in size & scope?
 - ii. Do references report any negative aspects with their experience with proposer?
 - iii. Do references report proposer's capabilities in problem solving during project?
 - iv. Do references indicate successful billing/invoicing processes?
 - v. How did the reference award previous business to the proposer?
 - (g) Qualifications of proposer's staff for the project.
 - i. Does proposer offer a combination of experience, education, licensing, certification & background undertaking with similar projects relevant to our needs?
 - ii. Is the technical experience of proposer's personnel specific to the needs detailed in Exhibit A?
 - iii. Does proposer's response address productivity and utilization of staff/management assignments?
 - (h) Any other factors the Evaluation Committee deems relevant, for example:
 - i. Does proposal offer technology advances included in work approach?
 - ii. How feasible is the transition plan/milestone steps of proposer's plan?
 - iii. Other
- 4. The County reserves the right to reject any and all Proposals and to waive informalities and irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, in the sole discretion of the County, resulting in rejection of the Proposal.
- 5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) working days to submit the information requested.
- 6. An error in the Proposal may cause the rejection of that Proposal; however, the County may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the County may, at its

sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a Proposal that County believes to be in error, and make corrections accordingly.

7. The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is not the sole criterion for recommending contract award.**
8. All proposers responding to this RFP will be notified of their selection or non-selection in writing.
 - a. All proposers shall have seven (7) calendar days from the date of the written notice to submit any additional information **not previously submitted** to the County representative for final consideration.
 - b. Proposers may request a debrief during the same seven (7) day time period. **No extension will be given.**
9. The County representative will notify the proposers in writing of the date the Department's recommendation is placed on the Board of Supervisors' agenda.
10. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the Proposal.
11. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
12. The process, procedures and evaluation criteria used by County in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

E. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of Proposals. **The County reserves the right to reject any or all Proposals or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion of the County. The County may waive **any** deviation in a Proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

F. Time

Time and the time limits stated in this RFP are of the essence of this Request for Proposal.

G. Standard County Master Terms & Conditions

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP as **Exhibit "B"** is the standard County Master Terms & Conditions which are in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's Proposal and any other modifications determined by the County to be necessary prior to its execution by the parties.

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the Board of Supervisors, the agreement and all documents and materials relating thereto, the negotiation and execution thereof, including, without limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

The standard County master terms and conditions included in this RFP is for informational purposes and should not be returned with a Proposal; however, the Proposal shall include a statement that the proposer has reviewed the standard County master terms and conditions and either i) will agree to and accept the master terms and conditions contained therein if selected, or ii) indicate those specific provisions of the standard County master terms and conditions to which the proposer takes exception and why. Raising of significant exceptions in a Proposal, as determined in the sole discretion of the County, may be cause for rejection of the Consultant's Proposal.

The selected Consultant will be required to execute an agreement with the County for the services requested within 30 calendar days of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the

County reserves the right to continue negotiations or to award the bid to another Consultant and begin negotiations with that Consultant.

Consultant must identify and provide contact information in their Proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Consultant and County.

H. Insurance Requirements

Vendor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Vendor's actions in connection with the performance of Vendor's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

Vendor shall not perform any work under this Agreement until Vendor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative.

Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Vendor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

The Vendor shall promptly deliver to the County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Vendor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Vendor or County as an additional insured.

- a. **Workers' Compensation and Employers Liability Insurance Requirement:**
In the event Vendor has employees who may perform any services pursuant to this Agreement, Vendor shall submit written proof that Vendor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Vendor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Vendor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Vendor shall provide

and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Vendor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. Liability Insurance Requirements:

(1) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

- (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Vendor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Vendor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.
- (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
- (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
- (d) Cyber Liability Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, involving access to personal and or confidential information, software or technology services where a data breach or exposure to personal and or confidential information could impact the County, coverage shall be equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Coverage shall respond to the duties and obligations as is

undertaken by Vendor in this agreement and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- (2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
 - (3) The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance or self-insurance maintained by the County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss.
 - (4) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
 - (5) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Vendor, at Vendor's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor's obligations under this Agreement except as otherwise indicated

herein. Each insurance policy supplied by the Vendor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Vendor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- e. If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.
- f. All insurance afforded by Vendor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a Vendor's personnel deliver or perform services for the County while on County property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Vendor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Vendor. County, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Vendor, County shall deduct from sums due to Vendor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Vendor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Vendor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Vendor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

I. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful proposer. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful proposer, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

J. News Releases

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the Director of Kern County Sheriff's Office.

K. Compensation

Compensation shall be agreed upon by County and Vendor to be included in the final agreement for services.

L. Statutes and Rules

The terms and conditions of this RFP, and the resulting consulting services and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

M. Background Review

The County reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a Proposal to the County the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

N. Organizational Conflict of Interest

Contractor warrants, to the best of its knowledge, that neither Contractor nor its officers, agents or employees presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the work to be performed under this Agreement. Neither Contractor nor its officers, agents or employees shall enter into any contractual arrangement that would give rise to any potential conflict of interest, without first obtaining County's prior written approval before entering the agreement. If any organizational conflict of interest is discovered by Contractor

relating to this Agreement, Contractor shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this agreement in the event that Contractor has any actual or potential organizational conflict of interest. As used in this paragraph, “**Organization conflict of interest**” means any relationship whereby Contractor has present or planned interests related to the work to be performed under this Agreement which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair advantage.

II. PROPOSAL INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, Proposals shall be made in accordance with the following general instructions:

1. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the proposer.
2. No oral, telephonic, telegraphic, e-mailed or faxed Proposals will be considered.
3. The submission of a Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
4. All Proposals shall remain firm for one hundred and eighty (180) days from the Proposal submission deadline.

B. Business Address

Proposers shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed Proposal container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the proposer.

C. Corrections and Addenda

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the Contact Person prior to the date fixed for submission of Proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a Proposal at their own risk, and if the

proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to the Kern County Sheriff's Office 1350 Norris Road, Bakersfield, CA, 93308 if the proposer has previously submitted a Proposal to the department).

Any oral communication by the County's designated Contact Person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or the obligations of the County or any proposers.

D. Proposal Format and Contents

For ease of review and to facilitate evaluation, the Proposals for this project should be organized and presented in the order requested as follows:

1. Cover Page:

Include a letter of introduction signed by an authorized representative of the firm containing the following language:

- The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle Kern County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.
- Indicate the name of the firm and the RFP project title clearly on your cover sheet.

2. Corporate/Agency Profile:

Provide specific information concerning the firm in this section, including all of the following:

- The legal name, address and telephone number of your company
- The type of entity (sole proprietorship, partnership, or corporation and whether public or private).
- Whether you are a local Kern County vendor as defined in section I.D.2. of this RFP (provide the street address of the local office).
- The name and telephone number of the person(s) in your company authorized to execute the proposed contract.

If two or more firms are involved in a joint venture or association, the Proposal(s) should clearly delineate the respective areas of authority and responsibility of each party.

All parties signing the Agreement with the County shall be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

3. Qualifications and Experience:

This section is designed to establish the proposer as an entity with the ability and experience to operate the program, or provide the services, as specified in the RFP.

Provide specific information in this section concerning the firm's experience and qualifications (skill sets, contractor licensing, certifications etc) in the services specified in this RFP, preferably within the State of California. Include all of the following:

- The number of employees involved in providing services
- Number of years providing services
- Financial statements (balance sheet and Dun & Bradstreet credit rating acceptable)
- Examples of completed projects
- Skill sets
- Contractor licensing, if applicable
- Certifications, if applicable

Documentation of Satisfactory Past Performance/References

Provide a minimum of three (3) reference letters for similar services rendered (must be within the last twelve (12) months on the reference company's letterhead. Each reference shall include a current point of contact and a phone number. Each reference letter must have all of the following information:

- Date of the original contract;
- End date of the contract;
- Services rendered;
- Names, addresses, email and telephone numbers of contact persons within client agencies for whom the services have been provided.

Provide a list of all clients with current contact information including email, to which you have provided similar services over the last two years, but are not currently working for. Please indicate why you are not currently providing services to said client(s).

4. Credentials/Resumes:

Of critical importance is the composition of the team proposed to provide services on this project. Credentials and resumes of the person(s) responsible for administering or providing the services must be provided.

Include a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including training certifications of professional and non-professional personnel.

Proposer shall specifically provide the following information on all management, supervisory and other key employees who will be providing service:

- a. Name, business address and phone number
- b. Description of education
- c. General experience
- d. Experience or education related to the RFP project
- e. Letters of reference, if available

List consultant firms, if any, that you plan to use for this project and their relevant experience.

5. Project Approach, Work Schedule, Transition Plan and Technology Requirements:

- a. Provide a detailed description of the methodology proposed to perform all required services.
- b. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the County. Provide specific information and details.
- c. Describe approach and methodology that will be used to address obstructions, constraints or roadblocks in the submitted proposal.
- d. List, and describe actions that will be done in order to comply and meet required benchmarks, performance standards and quality assurance.
- e. Detail and describe security clearance and information technology requirements.
- f. If applicable, detailed description of proposed utilization of Business and/or Work Environment provided by County.
- g. Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option.
- h. Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project before July 1, 2025 This schedule should contain specific milestones and dates of completion which will be used to set schedules.
- i. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.

- j. Identify deliverables that will be produced in order to receive payment. This may include deliverables with milestone dates or time periods that are required to be completed.
- k. Specify all software and computer technology that is anticipated to be used in rendering the services. If the Proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.
- l. Describe how each of the County's desired outcomes will be met.
- m. Do not include brochures and advertisements in your Proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

6. Cost of Service:

The Proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance.

As a general rule, the County prefers a set price or hourly rate for the entire term of any contract. Price escalators such as the CPI may also have a detrimental impact on the proposer's score determined by the Evaluation Committee and are disfavored by Kern County.

The project costs should include all expenses that will be charged to the County including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. **Failure to not clearly identify all costs associated with the Proposal may be cause for rejection of the Consultant's Proposal.**

7. Insurance:

The selected proposer will be required to obtain, as a condition of the award of a contract, and the Proposal shall state that the proposer will obtain the insurance as required in the attached agreement.

All insurance shall be issued consistent with the final Agreement with County. Insurance coverage at a minimum must be provided by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

8. Additional Information:

Include any other information you believe to be pertinent but not required.

9. Confidential Information:

Proposers are cautioned that because the County is a public entity, materials designated as “confidential” may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.

IF CONFIDENTIAL INFORMATION IS SUBMITTED:

a. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A “CONFIDENTIAL” WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED “CONFIDENTIAL”.

b. Any documents labeled “CONFIDENTIAL” shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

“_____ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.”

By: _____ Date: _____

Confidential information as discussed in this section II.D.9 may include:

Technical Information

a. Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;

b. Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

- a. financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;

Business Development-Related Information

- a. All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;
- b. Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and
- c. Any techniques, know how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

E. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFP become the property of the County. Any and all Proposals received by the County shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals.

F. Post RFP Issuance

1. Questions

- a. Before pre-proposal meeting: Questions may be submitted by email or fax prior to the pre-proposal meeting.
- b. After pre-proposal meeting: Following the pre-proposal meeting, an addendum will be issued with written responses to those questions where the answers may change the scope of services detailed in Exhibit “A.” Questions with content about the RFP process, where to mail response or other information not related to Exhibit “A” may be answered by the Project Facilitator as they are received.
- c. Subsequent to addenda: Questions received subsequent to the issuance of addenda and within the last week prior to the due date and time may be answered. The County will accommodate these last minute questions, but will not guarantee that they will be answered if not submitted timely.

2. Pre-Proposal Meeting

A Pre-Proposal meeting has been set for November 4, 2024, at 10:00 a.m. The meeting will be held at 17635 Industrial Farm Road, Bakersfield, CA, 93308. The purpose of the conference is to permit proposers an opportunity to ask questions and/or provide feedback to County staff on specifics of this RFP. Preliminary answers may be given at the Pre-Proposal meeting. However, these responses are only preliminary and will not be final until they are provided as an addendum to the RFP. While some input obtained at the meeting may be incorporated into the RFP via addenda, remarks and explanations made at the meeting shall not change the provisions of the final RFP. **All interested parties who may have questions are urged to attend.**

G. Proposal Submission

The proposer shall submit six (6) written copies of the Proposal and one (1) copy on thumb drive. The thumb drive (virus free) must be a standard Microsoft Windows (Word, Adobe, Excel etc) compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft Word. Proposer agrees to be fully responsible for any damage caused by any materials submitted to County. Please submit all Proposals to:

Kern County General Services Division
REQUEST FOR PROPOSAL
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on December 2, 2024,** at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly

suggested that any proposers intending to hand deliver a proposal on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the proposal receipt deadline to receive a “test” time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any Proposal received at or after 11:00 a.m. will be returned unopened.

Only one (1) Proposal may be submitted from each proposer. For purposes of this RFP, a proposer is defined to include a parent corporation of the proposer and any other subsidiary of that parent corporation. If a proposer submits more than one (1) Proposal, all Proposals from that proposer shall be rejected.

RFP Proposals are not publicly opened.

H. Withdrawal and Submission of Modified Proposal

A proposer may withdraw a Proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A Proposal may not be changed after the designated deadline for submission of Proposals.

Exhibit A

I. BACKGROUND

The following is a general outline of the Objectives specific to this request to provide Inmate Food and Kitchen Services within Kern County.

Pursuant to Division 1, Chapter 1, Subchapter 4, Article 12 of the California Minimum Standards for Local Detention Facilities, California Code of Regulations, Title 15, the Kern County Sheriff's Office ("County") provides food and kitchen services within its Type II detentions facilities. The food and kitchen services are currently provided to the inmates by way of an independent Contractor, Trinity Services.

The minimum specifications will be required to meet all codes and standards specified for institutions in the State of California and within the County of Kern.

The current Contractor provides meal services to an inmate population that averages approximately 1,715 inmates, whom are housed at two separate adult detention facilities in the County of Kern. These facilities include the Lerdo Male Minimum Facility (currently unpopulated), the Lerdo Female Minimum Facility (currently unpopulated), the Maximum-Medium Facility (currently unpopulated), the Justice Facility and the Lerdo Pre-Trial Facility, which comprise the Lerdo Complex. Also, the Central Receiving Facility (currently unpopulated), which is located in downtown Bakersfield, approximately 13 miles away from the Lerdo Complex. However, it is possible that the inmate population could fluctuate based on Federal and State contracted inmates. All meals will be prepared at the Lerdo Kitchen located at the Lerdo Complex.

The current average daily population is 1,715, which fluctuates based on AB109 and Proposition 47. The jail system has a total of 1,880 beds and intakes approximately 27,744 inmates annually.

The current Contractor served approximately 2,800,000 meals during the 2023-2024 fiscal year or approximately 232,000 meals per month. Approximately 285 inmates are on special diets. The current cost per meal, including taxes is \$2.8533.

Items that must be submitted with the proposal are listed in Exhibit C, Lerdo Kitchen utility expenses for Fiscal Year 2023-2024 are included in Exhibit D, Lerdo Kitchen equipment expenses for Fiscal Year 2023- 2024 are included in Exhibit E, Lerdo equipment (large items) are listed in Exhibit F, A floor plan for the Lerdo Kitchen is attached as Exhibit G and the CRF kitchen floor plan is attached as Exhibit H. Equipment and utility expenses are provided as an example of past expenses. Prospective Contractors will need to independently determine anticipated utility and equipment expenses in submitting proposals.

The current contract is scheduled to expire June 30, 2025. Proposals must describe how the successful Proposer will coordinate with the incumbent and the County to allow for an uninterrupted transition and implementation of new service, to begin July 1, 2025.

LIST OF FACILITIES:

- **Lerdo Detention Facilities** (all located in Bakersfield, CA 93308)

- 17695 Industrial Farm Road (Pre-Trial Facility)
- 17645 Industrial Farm Road (Max-Med Facility) -Unpopulated
- 17635 Industrial Farm Road (Male Minimum and Female Minimum Facility) - Unpopulated
- 17801 Industrial Farm Road (Justice Facility)

- **Sheriff s Office Central Receiving Facility - Unpopulated**
 1415 Truxtun Avenue
 Bakersfield, CA 93301

II. DESIRED OBJECTIVE(S)

The following is a general list of the desired outcome(s) that are essential to be achieved as a result of this request to provide Inmate Food and Kitchen services within Kern County.

- A. To deliver high quality food service, in accordance with industry standards. Food and food service will meet and/or exceed all applicable federal, state, and local guidelines, laws and regulations.
- B. To operate the food and kitchen services program using corrections-experienced and professionally trained food and kitchen services personnel.
- C. To operate the food and kitchen services program in an efficient and cost-effective manner.
- D. To maintain an open, collaborative relationship with the administration and staff of the County.
- E. To offer a comprehensive program for continuing and progressive training for contract, jail staff assigned to support the jail food and kitchen services program.
- F. To implement and begin services on July 1, 2025.

III. ESTIMATED VALUE/COST PER MEAL/FOOD STANDARDS & PROCESS/HANDLING REQUIREMENTS & EXPENSES

The following is a general outline of the estimated budget or value/cost of Inmate Food and Kitchen services.

- A. The Proposer will be required to provide, within its proposal, the minimum purchasing specifications to be used in the purchase of all food products and disposable service ware. The specifications provided will be required to address the level of quality, grade, size, pack, count and all other relevant information. For the successful Proposer/Contractor, the County must approve, in writing, any changes to the stated specifications.
- B. The Proposer shall submit an expense and administrative, management cost per meal proposal within the primary proposal. Within the cost

proposal, the Vendor must show the detailed per meal cost to include all regular, medical/therapeutic inmate diets, and medical snacks. A consolidated per day/per meal price should be provided which reflects the total actual cost including food, labor, other controllable expenses, fixed expenses, administrative/ management overhead and Vendor's anticipated profit. Proposer must detail the following in their cost analysis:

1. Food cost: showing the anticipated use of and credit to the Sheriff's Office for U.S. Government commodities separately.
2. Disposables: all non-returnable service ware, hats/hairnets and plastic/latex gloves and packaging directly related to the service of meals including the use of spoons.
3. Labor Cost: to include all on-site management and staff, benefits and payroll taxes.
4. Controllable Expenses: all normal day-to-day expenses for operating supplies, sanitation, uniforms and other related costs, including utility costs of the Lerdo Kitchen.
5. Equipment and Smallware Expense: cost for installation and maintenance of any equipment not supplied by, but approved for use by, the Inmate Services Manager or designee. This includes the initial purchase and periodic replacement of Vendor supplied or replenished Smallware and Service Ware.
6. Administrative/Management Fee: those costs associated with the administration and management of the contract which are not shown in the labor, expenses or equipment/smallware categories. This fee is to include the Vendor's profit margin).
7. Miscellaneous Expenses: The performance bond portion of the price per meal price must be listed separately. The Sheriff's Office reserves the right to negotiate a reduction of or elimination of this requirement in the per meal prices charged.

C. The successful Proposer shall be required to provide for the salaries of one Sheriff's Aide position, and one independent 3rd party Dietician, that are not employees or staff of the Proposer, as follows:

1. One Food & Kitchen Sheriff's Aide position, full-time, dedicated to and approved by the County. The selected Proposer shall reimburse the County for the actual salary and benefit cost of the Sheriff's Aide. The County will invoice the selected Proposer \$112,080.12 at the beginning of each contract year. Invoice payment shall be made within 30 days. The Sheriff's Aide's responsibilities include but are not limited to:
 - Functioning as liaison between County and selected proposer with respect to the execution and performance of food service and kitchen operations.
 - Inspecting and ensuring that Quality Assurance and Control are maintained
 - Monitor and inspect the sanitation conditions of the Kitchen
 - Oversee the quality of each meal to ensure it meets Title 15 requirements and approved menus. This includes reviewing daily menus to ensure the same items are being served.
 - Ensure adequate staffing levels are being maintained.
 - Assist in counting inmate meals before they leave the Kitchen.

- Performing periodic audits
 - Performing administrative functions as deemed necessary by the County.
2. One independent, 3rd-party registered and certified Dietician local to Southern California, on a consultant basis, which is approved by the County. The 3rd party Dietician will review all menus prior to service, or as requested by the County. The 3rd party Dietician will be onsite monthly or as needed by the County. The 3rd party Dietician will review and approve all “opportunity buys” for nutritional adequacy and will sign all Statements of Nutritional Adequacy, which will remain on file with the County. The successful Proposer/Contractor will be responsible for sub-contracting with the dietician.
- D. The Proposer shall submit a five (5)-week cycle menu, for all meals, which shall be delivered to the County at the beginning of each month.
- E. The proposed pricing shall be based on a three (3)-year contract term subject to annual price determination for each meal by mutual agreement of both Proposer and County using the change in the LA/Orange County Consumer Price Index during the current fiscal year as a starting point for negotiations. Any percentage change must be approved by the County. The percentage change agreed upon shall be applied to the old per meal price to determine the subsequent year meal price which shall be effective the first day of the next contract year.
- F. The successful Proposer will be required to pay for utilities necessary for operation of County’s Lerdo Kitchen, to include water, electricity, and gas. The total annual cost will be \$117,670 per year. The County will bill the successful Proposer monthly, at the rate of \$9,805.83. Invoice payment shall be made to the County within 30 days. County cannot guarantee the uninterrupted supply of such utilities and will use due diligence in restoring these services if interruption occurs.
- G. County will provide two phone lines to the food services office, for local calls only. Long-distance phone charges will be paid monthly by the successful Proposer.
- H. The successful Proposer will be required to maintain a performance bond which guarantees their performance under the ensuing agreement. Such bond shall be in the amount one million dollars (\$1,000,000) and shall be maintained for the agreement’s full term.
- I. County reserves the right to either increase or decrease food service requirements within the terms of the contract. The cost for the additional services will only be negotiated at the time the request is made.
- J. The successful Proposer will be accountable for their operation and shall be solely responsible for any profits or losses which result in the fulfillment of this contract. The County shall not be penalized for losses incurred due to a fluctuation in inmate population or meal count management by the County.

IV. BUSINESS AND/OR WORK ENVIRONMENT

The following is a general outline of the Business and Work Environment which includes a description of where and how the work will be performed (operation requirement of the work and programs, systems, and infrastructure) of the Inmate Food and Kitchen Services that will be required.

The current Contractor provides meal services to an inmate population that averages approximately 1,715 inmates, who are housed at two separate adult detention facilities in the County of Kern. These facilities include the Lerdo Male Minimum Facility (currently unpopulated), the Lerdo Female Minimum Facility (currently unpopulated), the Maximum-Medium Facility (currently unpopulated), the Justice Facility and the Lerdo Pre-Trial Facility, which comprise the Lerdo Complex. Also, the Central Receiving Facility (currently unpopulated), which is located in downtown Bakersfield, approximately 13 miles away from the Lerdo Complex. However, it is possible that the inmate population could fluctuate based on Federal and State contracted inmates. All meals will be prepared at the Lerdo Kitchen located at the Lerdo Complex.

During fiscal year 2023-2024, 125,925 medical diets were served and 48,180 religious meals were served. The most common medical diet orders were Dental Soft. The most common religious diet orders were Kosher.

County will provide the successful Proposer/Contractor full use of County's Lerdo Kitchen and all capital equipment and smallware which the County deems necessary for food service related activities. County will provide the successful Proposer with an inventory of this equipment prior to the commencement of the contract.

V. DESCRIPTION AND SCOPE OF WORK

The following is a general outline of the Description and Scope of Work that will be required. It is anticipated that the final scope of work will be a product created through the negotiation process with changes based upon the professional input from the selected Proposer.

A. Menus

1. The menus shall be planned to provide a variety of foods, thus preventing repetitive meals, and shall be in full compliance with California Code of Regulations Title 15 standards and all regulatory standards of the California Retail Food Facilities Law (CURFFL). Menus in Type II and III facilities, where food is served, shall be planned at least one month in advance of their use.
2. No pork or pork-derived products are to appear on menus or be served in the County facilities.
3. Menus will be reviewed and approved by the County of Kern Department of Public Health, California Standards Authority, 3rd Party Registered Certified Dietitian, and provided to the Kern County Sheriff's Office, prior to being implemented.
4. Menus will be required to include an ethnic variety, reflective of the inmate population and comply with religious tenets. Menus shall be planned to offer an interesting variety of wholesome, nutritious and well-prepared foods according to the Recommended Dietary

Allowance, Food and Nutrition Board, National Academy of Sciences and upon the California Food Guide.

5. The successful Proposer must offer a menu which is nutritionally adequate, and has been analyzed, nutritionally by the 3rd Party Registered-Certified Dietician, with a signed compliance statement for the age and sex of the population. Menus will be on a (5) five-week cycle basis and must provide the minimum Recommended Dietary Allowance (RDA) requirements and Dietary References intakes for adult males/females, as established by the National Academy of Sciences. Menus must be adhered to, per inmate, and be mutually approved by the Contractor and County. All foods listed on the menu will be cooked by weight or measure.
6. Menus shall include clearly defined descriptions of food items. The approved menu will be served as written and substitutions will only be under special circumstances. The Inmate Services Section Manager or designee will be informed and must approve of all substitutions or changes. These substitutions or changes will be of equal or greater nutritional value of the originally scheduled food item, and subject to the approval of a registered dietitian. Any substitutions or changes shall be noted in writing on the menu and/or production sheet.
7. The successful Proposer/Contractor shall provide County one week's minimum notice of the proposed change or substitution and shall also provide samples to the Inmate Services Manager or designee for approval. Any substitution of foods shall be of equal nutritional value to the originally scheduled menu.
8. Appropriate condiments to be served must be included on the written menu.
9. All menu items must be listed as weight or volume measurements (e.g. $\frac{1}{2}$ c, 3 oz, wt., etc.). All cake, muffin, cornbread and like products, which are cut in a pan, must indicate the size of the cut (e.g. $\frac{1}{60}$ cut).
10. Meat Portions in casseroles must include cooked weight measurements of meat or meat equivalent per portion (e.g. a 10 Oz casserole planned to include 2 oz of meat or meat equivalent should be written on the menu as 10 oz (2 oz meat).
11. Weights of entrees on menus must be indicated as cooked or raw weights. For those items purchased already fully cooked, it shall be indicated as either prior to heating or following reheating. Perforated serving utensils must be used for items that contain water or other liquids (e.g. vegetables).
12. If imitation cheese is intended to be served, it must be indicated on the menu.
13. Estimated amounts of calories needed to maintain calorie balance shall be in compliance with California Minimum Standards for Local Detention Facilities, California Code of Regulations, Title 15, and will consist of no less than 2700 calories per day. No more than 10% of calories may be derived from fat. The successful Proposer/Contractor will be responsible for staying abreast of any and all changes to the nutritional guidelines set forth by Title 15.
14. An item-by-item computer nutritional analysis of the menu with a weekly summary indicating the percentage of compliance to the highest RDA values for population shall be available to County upon request. Each item on the menu shall have specific nutritional values based on recipes that will be used in the facility. For

- example, the specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe that will be used shall be separately identified on the computer analysis.
15. The Contractor will use approved recipes and prepare menu items based on their recipe manual. Recipes will be prepared to count on the menu cycle.
 16. Menus as planned, including changes, shall be evaluated by the 3rd Party Certified Dietician, as well as the County. The 3rd party registered-certified Dietician will review all menus prior to service and as often as needed and required by the County.
 17. The successful Proposer/Contractor will incorporate into the menus and use any Surplus Federal Government Food acquired by County. The value of these products shall be determined by the current market wholesale price, which shall be deducted from any amounts due Contractor by County for the current account period. Products shall meet the established sanitary and quality guidelines established by the California Department of Agriculture, State and local health laws.
 18. Menus will be evaluated bi-annually, or at the request of the County, and revised based on surveys, County requests, seasonal needs, or nutritional requirements as referenced in Title 15. Menu changes will be implemented thirty (30) days after evaluations and revisions have been mutually agreed upon by County and successful Proposer/Contractor.

B. Meals

1. No pork or pork-derived products are to be served in the County facilities.
2. All beef, lamb, veal meat shall be USDA Grade A. No organ meats shall be allowed in any ground meat.
3. All Poultry products shall be U.S. Government Grade A.
4. All Fish shall be top grade; frozen fish must be a nationally distributed brand.
5. Snacks conforming to physician-ordered specifications shall be provided at no cost to County.
6. Meals must be provided 365 days per year (366 in a leap year), which shall contain: three (3) meals per day, seven (7) days per week for inmates housed at the five Lerdo Facilities and the Central Receiving Facility. Hours shall be specified by the County. Breakfast and Lunch will be cold meals and dinners will be hot meals, at both the Lerdo and Central Receiving Facilities. This requirement is subject to change, based on Federal, State, or Local regulations or guidelines.
7. Food must be served three times in any 24-hour period. At least one of these meals shall include hot food, and there should be a sufficient number of hot meals. Supplemental food must be served to inmates if more than 14 hours pass between meals. Additionally, supplemental food must be served to inmates on medical diets in less than a 14-hour period if prescribed by the responsible physician.
8. Sack Meals must be provided for courts, medical snacks, breakfast and lunch. Sack meals for lunch shall contain at a minimum: two sandwiches made with 4 slices bread and 3-Oz. meat and/or cheese, fresh fruit, potato chips, cookies/dessert. Sandwich type will vary daily and not be repetitive (Example: turkey & cheese, bologna &

- cheese, peanut butter & jelly, roast beef & cheese during warmer weather and chicken, tuna fish, or egg salad during cooler weather).
9. All food temperatures will meet the current Title 15 requirements of the California Administrative Code, and all Federal, State, and local health and safety codes and will be monitored through the meal period and recorded to assure proper serving temperatures. The food temperatures of meals to be delivered will be recorded for each meal.
 10. County shall have the authority to determine actual number or portions of meals delivered and that decision shall be final. Meal portions should be in compliance, sufficient, and consistent.
 11. Provisions shall be made for inmates who may miss a regularly scheduled facility meal. They shall be provided with a substitute meal and beverage, and inmates on medical diets shall be provided with their prescribed meal.
 12. Disposables, expendables, and consumables shall be furnished by the successful Proposer/Contractor. This shall include but not be limited to all paper, plastic, sacks, eating utensils, cups, and other expendable items used in the operation of the food services facilities. Also included are all cleaning and janitorial supplies that are directly related to the kitchen area. All purchases shall be in the successful Proposer/Contractor's name.
 13. All meals will be prepared on-site, although some storage may be off-site. No outdated products may be used, and a minimum of ten (10) days food inventory shall be maintained.
 14. Menus and foods shall be of equal nutritional value of the originally scheduled menu.
 15. Samples of all prepared foods must be saved for a period of not less than 48 hours of its service for testing in the event of an outbreak of food poisoning. Samples must be clearly marked as to the dates and times of preparation, service, and storage.
 16. Leftovers will not be distributed to serving areas at any County location.
 17. The Proposer shall include in its proposal, special meals (spirit lifters) for Easter, Fourth of July, Thanksgiving, Christmas, New Year's Day, Ramadan and two (2) additional meals at the discretion of the County (e.g. Memorial Day, Father's Day, Labor Day, etc.). All such meals will be provided at the standard contract rates.

C. Diet

1. The minimum diet provided shall be based upon the nutritional and caloric requirements found in the 2019 Dietary Reference Intakes (DRI) of the Food and Nutrition Board, Institute of Medicine of the National Academies, the 2020-2025 Dietary Guidelines for Americans, and all future revisions of aforementioned requirements.
2. The successful Proposer/Contractor shall provide Kosher/Halal, Ovo-Lacto Vegetarian, Lacto Vegetarian and/or vegan diet for all approved, written religious requests from the Inmate Services Section Lieutenant or designee or the Facility Chaplain. Prepackaged religious meals shall also be provided. All religious diets shall be provided at the regular contracted meal rate.
3. The successful Proposer/Contractor shall conform to all nutritional standards for vegetarian diets and religious diets. The nutritional

requirements for the minimum diet are specified in the following subsections. A daily or weekly average of the food group's requirement is acceptable. A wide variety of food should be served.

a) Protein Group. Includes beef, veal, lamb, pork, poultry, fish, eggs, cooked dry beans, peas, lentils, nuts, peanut butter and textured vegetable protein (TVP). One serving equals 14 grams or more of protein; the daily requirements shall be equal to three servings (a total of 42 grams per day or 294 grams per week). In addition, there shall be a requirement to serve a fourth serving from the legumes three days a week.

b) Dairy Group. Includes milk (fluid, evaporated or dry; nonfat, 1% or 2% reduced fat, etc.); cheese (cottage, cheddar, etc.); yogurt; ice cream or ice milk; and pudding. A serving is equivalent to 8 oz. of fluid milk and provides at least 250 mg. of calcium. All milk shall be pasteurized and fortified with Vitamins A and D. The daily requirement is three servings. One serving can be from a fortified food containing at least 150 mg. of calcium. For persons 15-17 years of age, or pregnant and lactating people, the requirement is four servings of milk or milk products.

c) Vegetable-Fruit Group. Includes fresh, frozen, dried and canned vegetables and fruits. One serving equals: 1/2 cup vegetable or fruit; 6 ounces of 100% juice; 1 medium apple, orange, banana, or potato; 1/2 grapefruit; or 1/4 cup dried fruit. The daily requirement of fruits and vegetables shall be five servings. At least one serving shall be from each of the following three categories:

- One serving of a fresh fruit or vegetable per day, or seven (7) servings per week.
- One serving of a Vitamin C source containing 30 mg. or more per day or seven (7) servings per week.
- One serving of a Vitamin A source, fruit or vegetable, containing 200 micrograms Retinol Equivalents (RE) or more per day, or seven servings per week.

d) Grain Group. Includes bread, rolls, pancakes, sweet rolls, ready-to-eat cereals, cooked cereals, corn bread, pasta, rice, tortillas, etc. and any food item containing whole or enriched grains. At least three servings from this group must be made with whole grains. The daily requirements shall be a minimum of six servings.

4. Providing only the minimum servings outlined in this regulation is not sufficient to meet an incarcerated person's caloric requirements. Additional servings from the dairy, vegetable-fruit, and bread-cereal groups must be provided in amounts to meet daily caloric requirements. Saturated dietary fat should not exceed 10 percent of total calories 70 on a weekly basis. Fat shall be added only in minimum amounts necessary to make the diet palatable. Facility diets shall consider the recommendations and intentions of the 2020-2025 Dietary Guidelines of Americans of reducing overall sugar and sodium levels.
5. Special/Medical Diets:

- a) Therapeutic diets shall be available upon medical authorization. Specific diets shall be prepared and served to inmates in accordance with directions provided by the attending physician, dentist, or as directed by a responsible authority. Special diets shall conform as closely as possible to the food served to other inmates, while maintaining nutritional adequacy. Special/Medical diets shall be specific and complete and will be furnished in writing by the County Jail Medical Services Staff, to the successful Proposer/Contractor.

D. Meal Service

1. County shall provide the successful Proposer/Contractor the actual number of meals to be ordered for each meal via e-mail, at a mutually agreed-upon time (per facility) with additions or deletions within one hour prior to meal service. When such notice is not given, Contractor will prepare the same number of meals as prepared for the previous meal.
2. The successful Proposer/Contractor shall ensure that they maintain an additional 50 meals on hand, at all times, in the event of, but not limited to: population increases, accidental spillage, discrepancies in count, etc. These meals will be retained, at no additional cost to the County, unless the County orders them for such events. At that time, the successful Proposer/Contractor will only charge the County for what is used.
3. All changes in the meal service plan of operation will be communicated and requested in writing. Any additional costs will be agreed upon by County and the successful Proposer/Contractor before implementation on a permanent basis.
4. All vehicles used by the successful Proposer/Contractor shall conform to all Federal, State, and local laws and regulations concerning vehicles used for transportation of food products.
5. The successful Proposer/Contractor shall deliver meals to facilities other than where the kitchen is located as required. Successful Proposer/Contractor shall stand by while meals are counted by the facilities. Once the facility is satisfied with the count, the successful Proposer/Contractor will obtain a written signature from the County, prior to leaving the facility. County will be responsible for the delivery of all meals to the inmates within the facilities.
6. The successful Proposer/Contractor shall be responsible for supplying additional meals to the facilities, on a one-for-one basis, if the County discovers empty trays on carts during "meal pass". The County shall not be charged for these additional meals, as there is no way to determine if the trays are empty at the time of delivery/count.
7. County reserves the right to adjust meal service times as they deem necessary. To the extent possible, the successful Proposer/Contractor will be given at least 24 hours' notice.
8. If the successful Proposer/Contractor fails to make any scheduled meal delivery, County shall assess the successful Proposer/Contractor as liquidated damages in the sum of (\$5,000) dollars for each unsatisfied meal delivery, plus the cost of replacing the meal service from any reasonable available source. Any assessment of liquidated damages

will be withheld from the monies owed to the successful Proposer/Contractor. Refer to Attachment 2 -Service Level Agreement.

E. Food Handlers and On-Site Manager(s)

The successful Proposer/Contractor shall provide California Food Handler permits for all employees and a Food Protection Manager Certificate, for each facility, for all on-site managers.

Proposer shall obey all Federal, State and local laws and ordinances regarding health, sanitation, and safety, as it relates to food preparation and service.

F. Food Service Plan

1. Proposer shall provide a sample food service plan, within the proposal. The plan shall include, but not be limited to, the following policies and procedures:
 - a. Menu planning
 - b. Purchasing
 - c. Storage and inventory control
 - d. Food preparation
 - e. Food serving
 - f. Transporting food
 - g. Orientation and ongoing training
 - h. Personnel supervision
 - i. Budgets and food cost accounting
 - j. Documentation and record keeping
 - k. Emergency feeding plan
 - l. Waste management
 - m. Maintenance and repair
 - n. Three-day mainline sample tray

The successful Proposer/Contractor shall have a written food service plan approved by the County, by the effective date of the Agreement, which shall comply with the applicable California Retail Food Code.

G. Kitchen Facilities, Sanitation, and Food Storage

Kitchen facilities, sanitation, and food preparation, service, and storage shall be at the expense of the successful Proposer/Contractor and shall comply with the California Minimum Standards for Local Detention Facilities, California Code of Regulations, Title 15, under Health and Safety Code, Division 104, Part 7, Chapters 1-13, Sections 113700 et seq. California Retail Food Code.

1. The successful Proposer/Contractor shall take all reasonable and prudent measures necessary to assure the County that its equipment and kitchen facilities are being properly used and maintained. The successful Proposer/Contractor will be responsible for repair of any damage to the kitchen facilities and repair and replacement of any

- damaged equipment or material, due to negligence of persons under Contractor's direction and control.
2. Proposer shall provide in their proposal, a statement detailing how they will provide for the correct handling, prompt storage, and rotation/issue of food items purchased, which will comply with CURFFL.
 3. The successful Proposer/Contractor shall conduct business in the office space provided related to Inmate Food and Kitchen Services for the County and not for any other county or agency.
 4. The successful Proposer/Contractor will be responsible for maintaining cleanliness in all areas including but not limited to, designated break rooms, kitchen, scullery, storerooms, tray room, and circulation areas of all facilities used by the successful Proposer/Contractor to deliver meals and pick up equipment inside and outside these areas. The successful Proposer/Contractor will be responsible for all costs related to cleaning and sanitation products and services.
 5. Sanitation inspections will be conducted by designated County staff, without notice.

H. Food Serving and Supervision.

The proposer shall provide a plan, in the proposal, which details how they will ensure that appropriate work assignments are made and food handlers are adequately supervised. Training materials and procedures must also be included and submitted in the proposal.

I. Quality Assurance

1. Successful Proposer/Contractor shall provide the County, in the proposal, with a written comprehensive quality assurance program, which will be updated annually by the successful proposer/contractor, concerning the purchase, delivery, storage, preparation, and delivery of food within the facility. Contractor's quality assurance program shall be in compliance and accordance with all regulatory standards of the California Uniform Retail Food Facilities Law (CURFFL), in particular CURFFL Section 113995, "Holding Potentially Hazardous Foods," which defines food temperature and storage time limits. All food shall be of good quality and be selected, stored, prepare and served in a safe and healthy manner. Food and beverages shall not have any expired serving dates.
2. Successful Proposer/Contractor will ensure that all meat products will be purchased from suppliers using HACCP (Hazard Analysis Critical Control Point) programs, which warrant the quality of their products.
3. Contractor will warranty and ensure that all food items will be purchased from facilities and manufacturers that meet all applicable Federal and State regulations for food safety, use only industry "best practices" to assure wholesomeness and maintain appropriate liability insurance on their products.
4. Proposer shall provide in the proposal, a written procedure for verification of food safety and quality of "opportunity buys" (defined as items purchased at a discount usually from a broker or distributor).

5. Proposer shall provide a specific plan, in the proposal for maintaining safe and wholesome food in the facilities operated by County.
6. County, shall have the right and authority to inspect the meals prepared by Contractor to determine compliance with CURFFL specifications, reject food not meeting the specifications, and withhold payment for meals or portions of meals not meeting the prescribed requirements.
7. In the event that County is required to respond to any legal action regarding any aspect of the food services operation, Contractor will, at County's discretion, accompany County to any required legal proceedings at the successful Proposer/Contractor's expense. Contractor shall bear the expense of any and all liability arising out of any legal action decision finding Contractor to be the responsible party.
8. The Proposer/Contractor shall provide in the proposal, a statement detailing how it will provide for the correct handling, prompt storage, and rotation/issue of food items purchased that will comply with CURFFL.

J. Contractor Staff/Personnel

The successful Proposer/Contractor will provide qualified administrative, dietetic, menu preparation and food production staff and support personnel necessary to the proper functioning of the food service operation. The successful Proposer/Contractor shall be responsible for the time recording, evaluation, documentation of rule violations, and notification of security personnel in cases of security violations. Security personnel will respond on request.

1. The Proposer/Contractor shall provide a comprehensive staffing plan in the proposal contains enough trained staff to effectively provide the meals, delivery, and all related services in a professional, timely manner.
2. Night shift Supervisors and Non-Management personnel shall have the same access to the kitchen, Contractor's office, supplies and storage as the day shift Management and Non-Management personnel. The successful Proposer/Contractor shall ensure a smooth transition and hand-over of responsibilities and task from the day shift to the night shift.
3. Such management and supervision shall be provided at all times of operation. Night shift supervisors will have equivalent experience levels with those of day shift supervisors. Failure to follow and provide adequate staffing levels will initiate the Service Level Agreement as described in Table 1, under Section IX
4. Proposer shall provide job titles, descriptions and resumes, in the proposal, for the individual(s) who will be considered for the Contractor's position of Food Service Site Manager and Supervising Cook. It is requested that these individuals have previous experience with correctional food services. An interview with any proposed manager, by the County, will be required prior to the award of the contract. If there is a change in the Food Service Site Manager during the life of the contract, a resume and interview with the County, will be required. The County shall have the right of refusal of any proposed Food Service Site Manager. The County will be notified prior to the transfer/removal of any manager and to

- approve the replacement. The County reserves the right to reject any manager candidates without cause.
5. The successful Proposer/Contractor will designate the Food Services Site Manager or his assignee as liaison between County and successful Proposer/Contractor with respect to all notices, communications, billing, and invoices necessary for execution and performance.
 6. The County reserves the right to refuse admittance to any current employee for cause.
 7. The successful Proposer/Contractor shall use software to manage and provide staff schedules for the County and to the Inmate Services Lieutenant, or designee.
 8. The successful Proposer/Contractor shall have sufficient number of back-up replacement staff for staff attrition.
 9. Within 10 days after a position is vacated, the successful Proposer/Contractor shall provide the name and necessary background information, of a viable and qualified employee, to County. This will allow County to begin the background investigation process. If this information has not been provided to County within that time, penalties and liquidated damages will apply. Refer to Table 1 – Service Level Agreement under Section IX.
 10. The successful Proposer shall have a staffing plan approved by the County prior to implementation.
 11. County shall assist the successful Proposer/Contractor to provide sufficient staff to effectively operate the food service operation in an emergency as requested by County.
 12. In the event of a dispute involving County staff and the successful Proposer's/Contractor's employees involving work location, security measures, etc., the Inmate Services Section Lieutenant will have the final decision.
 13. The successful Proposer/Contractor shall provide a full-time Food Services Manager or Assistant Food Services Manager to be "on call when not in attendance during all hours the food service facility is in operation. All absences of Management Staff must be communicated and reviewed by the Inmate Services Section Manager or designee in advance, emergencies excluded. A member of the successful Proposer's/Contractor's management shall attend all departmental and staff meetings of County which County deems necessary and requests.
 14. Food Services staff will be subject to the same search and seizure processes as other facility personnel.
 15. The successful Proposer/Contractor shall require medical clearance to continue food service practices, for any employee to return to work after three (3) consecutive days' absence for illness.
 16. Successful Proposer/Contractor shall provide all Contractor employee uniforms at their expense in accordance with successful Proposer/Contractor Uniform Policy. This uniform will be a color other than that worn by inmates within that Facility, so as to easily distinguish successful Proposer/Contractor staff from inmates.
 17. Successful Proposer/Contractor shall be responsible to ensure that all employees hired to work in food services are informed of and obey all applicable laws, policies, and procedures for both County and successful Proposer/Contractor relative to their job and relations with inmates.

18. Successful Proposer/Contractor shall provide an ongoing effective in-service training program for the staff, which will be documented and consistent with the County guidelines.
19. All personnel hired or made available by successful Proposer/Contractor to render services hereunder will be licensed, certified or registered as appropriate, in their respective areas of expertise pursuant to applicable State law.
20. Any and all individuals being considered by successful Proposer/Contractor for an open position at the facility must submit to a full background check by the County. If a Contractor's employee is refused clearance for assignment to any facility, successful Proposer/Contractor shall be informed of the refusal.
21. If County should become dissatisfied with any personnel provided by successful Proposer/Contractor hereunder, successful Proposer/Contractor will, following receipt of written notice from County of its dissatisfaction and the reasons therefore, exercise its best efforts to resolve the problem and, if the problem is not resolvable, remove the individual about whom County has expressed dissatisfaction. County acknowledges that Contractor may have personnel policies regarding corrective action and employee removal, and County agree to cooperate with successful Proposer/ Contractor in applying these policies to situations where County is dissatisfied with a Contractor employee. The successful Proposer/Contractor will be allowed a maximum of ten (10) days to provide the name and background information of a viable employee to County, as a replacement, should removal of an employee become necessary. If however, in the opinion of the Inmate Services Section Manager, the continued employment of a Contractor employee may result in a breach of security County shall immediately require the removal of such individual from the facility after first consulting with Contractor.
22. The successful Proposer/Contractor and County will mutually cooperate in any investigation pertaining to purported wrong doings in the operation or management of the food services program at the facility, after proper notification by either party of said investigation.

K. Operations

1. Successful Proposer/Contractor shall be aware of and conduct their operations in a manner consistent with County security policies and procedures.
2. Successful Proposer/Contractor shall perform its food service in such a manner and with all appropriate documentation in order to fully comply with accreditation standards as established by the American Correctional Association and Title 15 of the California Administrative Code.
3. The equipment and space provided by County to the successful Proposer/Contractor will only be used for the food services and related activities for the County, as provided. The equipment and space shall not be used for food services and related activities for other counties and agencies.
4. Successful Proposer/Contractor shall be responsible for the provision of a plan and the updating annually of the plan to

- maintain security of kitchen facilities as it relates to key control, sharp utensils control, inventory control, and Contractor's orientation to the jail facility's operational philosophy, rules, and policy and procedure as it relates to the Contractor's employees.
5. Successful Proposer/Contractor shall use its own supplies and materials, updating its inventory appropriately. Successful Proposer/Contractor shall not use or borrow County's supplies and materials.
 6. Successful Proposer/Contractor shall be responsible for all pot holders, lunch bags, sandwich bags, garbage bags, film wraps, pans, lids, etc. used in the food service operation in performance of this contract.
 7. All paper supplies and disposable utensils shall be provided by the successful Proposer/Contractor.
 8. Successful Proposer/Contractor will provide a detailed response to inmate grievances pertaining to food services within 48 hours, excluding holidays and weekends. Answers must address the issue by clearly articulating what is being done to investigate or correct the issue. Blanket statements or responses to grievances are not acceptable. Grievances are considered time sensitive. If grievances are not responded to within the allocated time frame, penalties will be assessed according to Table 1-Services Level Agreements under Section IX - Performance Standards and Quality Assurance.
 9. County shall provide ingress/egress for all the successful Proposer's/Contractor's employees reporting to work who will enter the facility only through the authorized method and procedures of County.
 10. Successful Proposer/Contractor shall ensure that there is a minimum of three well-maintained, working food trucks, and a sufficient number of drivers to drive the trucks to meet the delivery schedules. Successful Proposer/Contractor will be responsible for all maintenance, repairs, or emergency services required for the vehicles, at no cost to the County. Successful Proposer/Contractor will make arrangements for replacement vehicles, in the event they do not have a vehicle to make deliveries. The County will not supply the delivery vehicles.

L. Equipment

1. Successful Proposer/Contractor is responsible for providing all office furniture and supplies for its food service operation, including but not limited to network, fax, computers, copy machines, time clocks, etc.
2. Successful Proposer/Contractor shall be responsible for scheduling routine repair or obtaining replacement of smallwares and for the scheduling of repair and obtaining replacement of necessary fixed asset kitchen equipment of the kitchen facilities (on an as needed basis) in an amount not to exceed one hundred thousand dollars (\$100,000.00), which is provided by the successful Proposer/Contractor, during each year of the contract with the

option by the County to adjust annually the amount based on the Consumer Price Index (CPI).

3. The cost of “routine repair or replacement of equipment” shall be the actual cost of repair or replacement to include parts, labor, freight and tax. “Fixed Asset” refers to an item with an individual value of more than five thousand dollars (\$5,000.00). “Smallwares” refers to an item with an individual value of (\$4,999.00) or less. All expenditures shall be requested and approved in advance and in writing, by the County, to ensure that price, equipment, model, and specifications are in the best interest of the County.
4. A local vendor or vendors approved by the Detentions Bureau Maintenance Superintendent shall be available to maintain/service equipment; the purchase of such services shall be at the successful Proposer/Contractor’s expense.
5. For all equipment repairs, three quotes shall be presented to the County for review and approval.
6. Successful Proposer/Contractor shall provide the County monthly copies in duplicate, of detailed and itemized invoices and bills for all repairs and periodic maintenance to equipment and replacement of smallwares. Copies must be forwarded to the Inmate Services Section Manger.
7. Should successful Proposer/Contractor not expend \$100,000.00 during the fiscal year, on routine repair to and replacement of equipment and smallwares, the unexpended amount shall be credited to the County against the last billing by the successful Proposer/Contractor of the fiscal year. At the discretion of the County, this balance may also be used to replace outdated equipment.
8. Successful Proposer/Contractor shall not receive credit for the costs of a routine repair or replacement of equipment or smallware until an invoice from the vendor is produced showing that the item or service provided was paid in full. Upon termination of the contract, the successful Proposer/Contractor will credit any unexpended funds to the County.
9. The successful Proposer/Contractor must confer with County, in writing, to establish performance criteria for the equipment and implement a schedule of performance and quality checks. When a potential problem is identified, the successful Proposer/Contractor will schedule the appropriate corrective maintenance in a timely manner.
10. If the successful Proposer/Contractor needs additional equipment for the performance of this service, the successful Proposer/Contractor shall be responsible for its purchase. All equipment and fixtures other than licensed motor vehicles, purchased for this contract by the successful Proposer/Contractor shall become property of the County upon termination.
11. Contractor shall be responsible for the replacement and repair of any equipment or attachments damaged by Contractor negligence. If successful Proposer/Contractor abuses / misuses equipment, said equipment will be replaced or repaired by the successful Proposer/Contractor to the County’s satisfaction.
12. Contractor will be responsible for the costs of maintaining OSHA approved first aid equipment and supplies in all production and service areas.

13. County will supply and maintain fire extinguishers and the successful Proposer/Contractor shall notify the County immediately of their use.
14. Successful Proposer/Contractor shall upgrade food carts and purchase thermal food carts to ensure compliance with food temperature requirements.
15. Successful Proposer/Contractor shall provide stackable food trays of sufficient depth.
16. Successful Proposer/Contractor shall utilize cardboard sandwich trays (or comparable item approved by the County) for sack meals to be effectively counted and inspected.
17. Successful Proposer/Contractor shall replace dishwashers and warming cabinets. Dishwashers shall be a low energy electric type dish machine with 58 gallons of final rinse consumption per hour with a purchase price not to exceed \$190,000.00 (or comparable item approved by the County).
18. Successful Proposer/Contractor will replace up to 25% of food service trays annually at County's discretion.
19. Successful Proposer/Contractor shall be responsible for repair and any associated costs related to the cleaning of drains obstructed by grease and other debris.
20. Successful Proposer/Contractor shall provide equivalent quality replacement supplies as necessary throughout the term of the contract. All replacement supplies shall be the property of the County.
21. Successful Proposer/Contractor shall provide, in the proposal, a detailed check-out/check-in log procedure for sharp utensils.
22. Successful Proposer/Contractor shall be responsible for receiving all goods at the loading dock. Successful Proposer/Contractor shall be responsible for supplying personnel for the receiving, unloading, and storage of food and related supplies. Successful Proposer/Contractor will use forklift drivers certified under a County approved certification program.
23. County will provide the general maintenance to the building structure including gas, water, sewer, electrical, ventilation, heating, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces, as well as the elevator. These services may be performed by inside or outside maintenance vendors.
24. Successful Proposer/Contractor will be responsible for routine cleaning and preventative maintenance of the Kitchen area and equipment, at the successful Proposer/Contractor's expense.
25. Proposer shall provide a sample routine preventative maintenance schedule, in the proposal, to include all equipment utilized in food service operations.
26. Any unsafe practices observed by County or the Inmate Services Lieutenant, or designee, shall be corrected with five (5) days of notification of such unsafe practice. If such is not accomplished with five (5) days County reserves the right to make such corrections and deduct the costs from the payments due to the successful Proposer/Contractor and/or apply penalties and liquidated damages. Refer to Table 1 – Service Level Agreements, listed under Section IX.
27. Successful Proposer/Contractor will be responsible for all needed repairs caused by normal wear and tear to equipment (both fixed assets and smallwares). Equipment, in which the County and the

successful Proposer/Contractor mutually agree has exceeded its useful life, will be replaced. The decision as to the suitability of the replacement shall be determined by the County, after consulting with the successful Proposer/Contractor. Successful Proposer/Contractor must utilize state-of-the-art technology and systems management practices to monitor equipment performance across the industry and recommend action steps to minimize interruption of service.

28. County shall be responsible for the cost and provision of a pest and vermin control program. Contractor shall cooperate fully with County in implementing this on-going program.
29. County shall be responsible for trash and garbage removal once it has been placed in the designated trash bins/area.
30. Successful Proposer/Contractor shall be solely responsible for the sanitation and cleanliness in all food service and storage areas.
31. Successful Proposer/Contractor shall be responsible for the cleaning of ventilation hoods on the inside, including filters to below the filter line and outside to the ceiling.
32. Successful Proposer/Contractor shall provide regular cleaning of the exhaust hoods, from above the filters to exhaust at the roof.
33. Successful Proposer/Contractor will use reasonable care in the use of space and equipment and upon termination of agreement, the successful Proposer/Contractor shall return to County such space and equipment furnished by County in as good condition as received, except for normal wear and tear, and except to the extent that said premises and equipment may have been lost or damaged by flood, fire or other disaster, and except to the extent that said equipment may have been stolen by persons other than employees of the successful Proposer/Contractor without negligence on the successful Proposer/Contractor's part.

M. Records, Reports and Inspections

1. Successful Proposer/Contractor shall have a system where complete and accurate meal counts shall be taken and recorded at each meal period. Meal count reconciliation report shall be submitted for approval with the billing invoice, all accounting records shall be maintained by the successful Proposer/Contractor for not less than five (5) years, including from the date of termination of the contract.
2. Successful Proposer/Contractor's shall have a verifiable audit trail that the required number of meals have been properly prepared and portioned for the number of inmates and staff present.
3. Successful Proposer/Contractor shall keep records that include but are not limited to the receipt, disposal and inventory of donated USDA commodities as well as receipts, load-out sheets, and bills of lading. The successful Proposer/Contractor's books and records pertaining to the food and kitchen operations shall be retained for a period of five (5) years from the close of the Federal fiscal year to which they pertain and shall be made available for inspection by the County and/or the Inmate Services Lieutenant, or designee, and State or Federal representatives at any time, and without prior notice.

4. Successful Proposer/Contractor shall be responsible for all costs associated with the administration and accounting in the administration of Inmate Food and Kitchen Services.
5. Successful Proposer/Contractor shall invoice County on a monthly basis, in a format approved by the County. County will be charged for the actual meals specifically ordered and signed for by County Personnel. Successful Proposer/Contractor shall not charge the County for services not allowed or approved in writing. Billing will be due to the County by the first week after the close of each accounting month. At no time shall the successful Proposer/Contractor charge the County a late fee or charge in the event the County fails to make timely payment on a monthly bill from the successful Proposer/Contractor. County will process all billing paperwork using its best efforts to pay Contractor in a timely manner.
6. On a monthly basis, the successful Proposer/Contractor's Food Services Management shall meet with the Inmate Services Section Manager, or designee, for an Operations Review to submit and discuss the Operations Review report on food services delivery and related systems, maintenance, problem identification and resolution, and general operations.
7. Successful Proposer/Contractor shall maintain all records to meet Title 15, California Code of Regulations or other California State regulatory requirements in an easily retrievable form on site.
8. Successful Proposer/Contractor shall issue timely reports with complete information on supplies and equipment repair, incidents, maintenance and servicing, and replacements, with the urgency and consequences of not getting the needed items or service.
9. The successful Proposer/Contractor's Food Services Management shall conduct daily equipment and facilities maintenance and sanitation inspections and ensure compliance with all requirements and standards.

N. Inventory

1. The proposer shall describe their inventory tracking system and provide a statement detailing how often a physical inventory of food and supply items will be taken. The method for conducting the inventory and the disposition of the data collected should be explained in detail, and a final copy shall be delivered to County at the beginning of the Agreement.
2. Successful Proposer/Contractor and County shall jointly inventory, at least semi-annually, all capital equipment and County-owned service ware under the successful Proposer/Contractor's direct control.
3. Prior to the actual startup of food service, the successful Proposer/Contractor and the County shall conduct a complete inventory of non-food supplies and equipment. The documents showing the results of this inventory shall be kept on file with the County with copies retained by the successful Proposer/Contractor. The successful Proposer/Contractor shall provide equivalent quality replacement supplies as necessary throughout the term of the contract. All replacement supplies shall be the property of the County.

4. Sharp Equipment Inventory - Successful Proposer/Contractor shall implement a check-out/check-in log procedure for sharp utensils. Successful Proposer/Contractor shall provide and utilize a locked shadow board for the secure storage and quick inventory of knives, meat forks, and other sharp pointed utensils. Any missing items shall be reported to the shift supervisor or officer in charge immediately, then to the Inmate Services Section Lieutenant in writing.
5. Successful Proposer/Contractor shall be responsible for receiving all goods at the loading dock. Successful Proposer/Contractor shall be responsible for supplying personnel for the receiving, unloading, and storage of food and related supplies. Successful Proposer/Contractor will use forklift drivers certified under a County approved certification program.
6. Successful Proposer/Contractor shall be responsible and directly pay for the replacement cost of all missing inventory.
7. Disposables/expendables/consumables shall be furnished by the successful Proposer/Contractor. This shall include but not be limited to all paper, plastic, sacks, eating utensils, cups, and other expendable items used in the operation of the food services facilities. Also included are all cleaning and janitorial supplies that are directly related to the kitchen area. All purchases shall be in the successful Proposer/Contractor's name.

O. Additional Services Required

The successful Proposer/Contractor will provide mutually agreed-upon catering services and supplies for special event requests. These costs will be billable to Kern County Sheriff Office at cost plus 15%. Notice for such operational events shall require not less than seventy-two (72) hours' notice.

The successful Proposer/Contractor will provide mutually agreed-upon kitchen services in the "Blue Room", supplying meals to staff, when the Bakersfield Adult School is non-operational for holidays and summers. County will supply the successful Proposer/Contractor actual dates and times, at the beginning of the fiscal year. County will provide inmate laborers to assist with the functions of the Blue Room, as well as equipment and food products.

P. Additional Services Requested

The successful Proposer/Contractor may provide mutually agreed upon Take-Out Program for the incarcerated persons population, as a supplemental meal subject to the following conditions:

1. Proposer/Contractor shall develop and submit to County a proposed menu, including pricing. The menu, pricing, and future changes shall be subject to the prior approval of County. In the event County objects to any proposed menu item or the proposed pricing, the Proposer/Contractor and County shall work together in good faith to resolve the issue, but County shall retain the right to make the final decision in the event the parties fail to reach an agreement. The supplemental meal will be delivered by Proposer/Contractor staff at a time specified by County.

2. County may suspend or revoke the privilege of any incarcerated person to purchase take-out products.
 3. The take-out program shall supplement but not replace the standard meal service and all food products served by the successful proposer/contractor shall meet the same quality and health standards required for food served in the general meal program.
 4. Incarcerated person take-out spending limits shall be in addition to the commissary spending limits and may be established and revised by County at its discretion.
- A. The take-out program may be terminated by either party upon not less than thirty (30) days prior written notice from either party. County reserves the right to terminate the take-out program immediately at any time County reasonable believes that immediate termination is necessary in the best interest of security or the safe operation of its facility.
 - B. The successful Proposer/Contractor shall provide one full-time Food and Kitchen Sheriff's Aide, to assist with the provision of food and kitchen services at County's premises. The successful Proposer/Contractor shall reimburse the County at \$112,080.12 at the beginning of the fiscal year. This additional employee's salary will be paid through proceeds of the take-out program; thus, should the take-out program be cancelled or terminated prior to the expiration of the Agreement, the parties shall work in good faith to identify opportunities, such as meal pricing and/or menu restructuring, which will provide additional revenue to compensate the employee.
 - C. The successful proposer/contractor will be responsible for charging inmate accounts for take-out purchases. The County and Proposer/contractor will develop the process to minimize the requirement for County involvement in the payment process.
 - D. The successful proposer/contractor will provide all equipment necessary to implement and carry out the take-out program including all normal wear and tear experienced by the take-out equipment along with damage resulting from it's employees or its negligent supervision of food service workers. County shall provide any necessary secured storage areas for take-out equipment.

VI. DELIVERABLES

The following are objective tangible results that the Contractor must produce in order to receive payment. This may also include deliverables with milestone dates or time periods that are required to be completed.

- A. Proposer must have the capability of providing institutional and/or correctional food and kitchen services, and must have five (5) years previous correctional food service experience or similar large base experience, with proven effectiveness in administering correctional or large based food service programs similar to the size and population of that of the County. The proposer will provide a general history, description, and status of its company, including a most recent credit rating.
- B. Proposer shall be required to provide a plan transitioning all equipment, supplies, inventory, etc. from prior vendor, to ensure uninterrupted meal service.

- C. Proposer must submit a detailed staffing plan, which lists qualified, trained staff with sufficient back-up personnel to successfully complete the contract requirements. As part of the staffing plan, Proposer shall employ a trained, experienced food services manager, assistant manager, and an office assistant to prepare and implement a food services plan in compliance with the Minimum Standards for Local Detention Facilities, California Code of Regulations, Title 15. Retention of staff shall be of utmost importance and shall not exceed 20% in each contractual year.
- D. The successful Proposer/Contractor shall be required to move a large quantity of meals from the Lerdo Kitchen to Lerdo Complex Facilities: an 1148 bed jail facility at Pre-Trial, and an 822 bed jail facility at the Justice Facility. In addition, the successful proposer/contractor shall be capable of serving the currently unpopulated facilities with a sixty day notice, a 408 bed jail facility at Max-Med (unpopulated), a 624 bed jail facility at Male Minimum (unpopulated) and a 96 bed jail facility at Female Minimum (unpopulated) and to the exterior elements of a 201 bed jail facility located in downtown Bakersfield (unpopulated).
- E. Proposer shall provide a 5-week cycle menu, in the proposal, that provides a variety of foods, including ethnic and religious tenets, thus preventing repetitive meals. Menus shall be in full compliance with the Minimum Standards for Local Detention Facilities, California Code of Regulations, Title 15, as well as all regulatory standards of the California Retail Food Facilities Law (CURFFL), the California Retail Food Code, and The National Academy of Sciences Institute of Medicine, Food and Nutrition Board. The successful Proposer/Contractor shall maintain all permits, licenses, and food handler cards as required by law.
- F. The successful Proposer/Contractor shall provide meals 365 days per year (366 days in a leap year), three times per day, during the hours specified by the County. The successful Proposer/Contractor will provide meals within no more than 14 hours between the dinner and breakfast meal. Breakfast and Lunch meals will be cold and dinner will be hot. This is subject to change based on Federal or State mandates, at no additional cost to the County. Meal schedules will be mutually agreed upon between the successful Proposer/Contractor and the Inmate Services Section Manager or their designee.
- G. The successful Proposer/Contractor shall detail meal tracking service in order to maintain transparency with inmate counts, the number of meals being distributed, total damaged meals, shortages, empty trays, etc.
- H. The successful Proposer/Contractor shall provide special diets based on the determination and approval of the Facility Chaplain and the Inmate Services Section Manager or their designee and medical diet meals as determined, required, and approved by the medical department, at no additional cost to the County.
- I. The successful Proposer/Contractor shall ensure that meal temperatures are maintained within mandated ranges when served to the individual inmate.
- J. The successful Proposer/Contractor agrees to meet weekly, or as requested by the County, for purposes of resolving all food service issues and for conducting joint inspection of all kitchen facilities.

- K. The successful Proposer/Contractor shall be responsible for responding to all grievances concerning food service issues within forty-eight hours of receiving said grievance from County staff.
- L. Proposer shall include in the proposal contingency plans to provide services in light of unexpected events; i.e., power failure, fire, riot, lockdown, labor strikes, job actions, or act of God that would preclude normal expectations. County will determine when an emergency interrupting normal food preparation commences and when the emergency terminates.
- M. The successful Proposer/Contractor will pay for utilities necessary for operation of County's Lerdo Kitchen, to include water, electricity, and gas. The total annual cost will be \$117,670 per year. The County will bill the successful Proposer/Contractor monthly, at the rate of \$9,805.83. Invoice payment shall be made to the County within 30 days. County cannot guarantee the uninterrupted supply of such utilities and will use due diligence in restoring these services if interruption occurs.
- N. The successful Proposer/Contractor shall provide one full-time Food and Kitchen Sheriff's Aide, to assist with various tasks, including Quality Assurance. The successful Proposer/Contractor shall reimburse the County at \$112,080.12 at the beginning of the fiscal year.
- O. Successful Proposer/Contractor shall provide one independent, 3rd-party registered and certified Dietician, local to Southern California, on a consultant basis, which is approved by the County. The 3rd party Dietician will review all menus prior to service or as requested by the County. The 3rd Party Dietician will review and approve all "opportunity buys" for nutritional adequacy and will sign all Statements of Nutritional Adequacy, which will remain on file with the County. The successful Proposer/Contractor will be responsible for subcontracting with the dietician.
- P. Proposer must submit a detailed implementation plan for contract startup by July 1, 2025.

VII. CONTRACTOR LICENSING, CERTIFICATIONS & QUALIFICATIONS

The following is a general outline of the skill sets, Contractor Licensing, Certifications, and Qualifications that will be required.

- A. Proposer must include any records pertaining to unsatisfactory performance in the proposal. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
- B. Proposer must detail how they plan to maintain adequate files and records and meet statistical reporting requirements.
- C. Proposer must have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail. Proposer must have the capability of providing institutional and/or correctional food and kitchen services and must have five (5) years previous correctional food service experience or similar large base experience, with proven effectiveness in

administering correctional or large based food service programs similar to the size and population of the of the County. The proposer will provide a general history, description, and status of its company, including a most recent credit rating.

- D. Proposer must have a proven ability for a contract startup by July 1, 2025.
- E. Proposer must have a qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.
- F. Proposer agrees to comply with all federal, state, and local laws and regulations governing the quality, preparation, handling and serving of foods and to procure and keep in effect all necessary licenses, permits, and food handler's cards as required by law.
- G. Proposer must meet all other presentation and participation requirements.

VIII. CONSTRAINTS TO PROPOSER'S APPROACH AND METHODOLOGY

The following is a general outline of the constraints, obstructions, roadblocks that may affect the Proposer's approach and methodology that will be needed and/or considered in order for the Inmate Food and Kitchen Service consultant to submit as part of their proposal response.

- A. The successful Proposer's/Contractor's staff must be able to pass a comprehensive background investigation, conducted by the County, which can take up to six months to complete.
- B. The successful Proposer's/Contractor's staff must receive comprehensive training via the Proposer and attend all required training as designated by the County.
- C. Timeline and Process Overview – A detailed timeline and process overview of how the Proposer plans to implement all of the proposed services and software must be submitted with the proposal.
- D. Transition of Services and Standard Operating Procedures – Description of plan and management of the transition of services to minimize disruption for facility staff and minimize incarcerated person's complaints. Describe the Proposer's Standard Operating Procedures for transitioning out at the end of a contract and specify whether the Proposer always follows these procedures.
- E. Verification – Description of verification process to ensure that the proposed services are adequate in meeting the County's needs after the transition is complete.

IX. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

The following is a general outline of the Performance Standards and Quality Assurance benchmarks that are required as part of this proposal. For additional standards, see Section II – Objectives.

The facilities operated under contract with the County may be inspected by County staff or designated representatives for security, sanitation, safety, food standards, quality of food preparation and service, successful Proposer/Contractor employee performance, or any

other valid reason. After each inspection, the successful Proposer/Contractor will be advised in writing of unsatisfactory conditions for which the successful Proposer/Contractor is responsible. Proposer/Contractor will promptly correct such deficiencies and communicate in writing, within five (5) business days the solution to each problem, when it was corrected, and what has been done to prevent recurrence of the problem. The County reserves the right to make corrections to deficiencies and deduct the costs from the payments due to Contractor and apply the penalties and liquidated damages in this Service Level Agreement.

The escalation procedure shall have three (3) levels. The escalation procedure shall commence at level one (1) and move to level three (3). The timing between escalation levels is at the sole discretion of the County. The County shall inform the successful Proposer's/Contractor's personnel reviewing the problem of their intention to escalate to the next level.

Level 1

- On-duty shift supervisor or Inmate Services Section supervisor makes notification to Contractor's personnel via phone or in person to address the problem.
- On-duty shift supervisor or Inmate Services Section supervisor makes notification to Contractor's after-hours personnel via phone or in person to address the problem.

Level 2

- On-duty shift supervisor or Inmate Services Section supervisor notifies Food Service Manager via phone or in person of the failure to resolve the problem and delay of service restoration.

Level 3

- Inmate Services Section Manager notifies regional office via phone, e-mail or other means of the failure to resolve the problem and delay of service restoration.

Non-compliance: In the event the Proposer/Contractor does not correct deficiencies in accordance with the requirements of this section, County shall at its discretion, correct the deficiency(s) and invoice Proposer/Contractor for costs incurred. The amount of such costs shall be direct expenses incurred by County, labor and benefits costs plus the applicable overhead costs as determined by County. The County shall have the right of offset and thus deduct the charges from any balance owed to the Proposer/Contractor.

End of Contract

At the end of the contract period, the Contractor will work with County staff to facilitate a smooth transition of uninterrupted inmate food and kitchen services with the replacement Contractor.

Penalties and Liquidated Damages

1. Implementation and Installation

Proposer shall provide a detailed Implementation Plan and Schedule upon a mutually agreed upon implementation schedule. The installation will include a user testing and acceptance provision for the County. Time is of the essence in providing a fully functional Food and Kitchen Service system, and the potential Contractor is required

to provide a fully functional system tested and accepted by the County. Failure to provide this service within the agreed-upon timeframes will incur \$1,000.00 a day in liquidated damages until fully functional.

2. Meal Delivery

If the successful Proposer/Contractor fails to make any scheduled meal delivery, the County shall assess the successful Proposer/Contractor as liquidated damages the sum of (\$5,000) dollars for each unsatisfied meal delivery, plus the cost of replacing the meal service from any reasonable available source. Any assessment of liquidated damages will be withheld from the monies owed to the successful Proposer/Contractor.

3. Late Management Reports

There will be a Late Fee of \$ 100.00 per day for reports received late, unless prior approval for late delivery by potential Contractor has been granted by the County.

4. Employee/Staff Turnover

Successful Proposer/Contractor shall minimize staff/employee turnover. County shall charge successful Proposer/Contractor the cost of the subsequent background checks and County man-hours (minimum of \$600.00 per background check) if annual employee/staff turnover rate exceeds 20%.

5. Grievances

Successful Proposer/Contractor shall ensure that all inmate grievances, pertaining to food services are answered within forty-eight (48) hours of receipt, with detailed responses that detail how the issue is being investigated or how it was resolved. Failure to provide this service will incur \$250.00 per day in liquidated damages until a detailed grievance answer is received.

6. Problems and Other Deficiencies

In the event that Food or Kitchen Services are unavailable or deficient during any period of time, if there are any inadequate or defective supplies and equipment, maintenance issues, or inferior quality of food preparation and service, the successful Proposer/Contractor must comply with the Severity Levels set forth in Table 1 below. Failure to provide this service within the agreed-upon timeframes will incur liquidated damages until fully functional. Upon County's or County-authorized Agent's request, the successful Proposer/Contractor will issue credits for each problem or deficiency. The successful Proposer/Contractor shall pay the County the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Notification of all problems and deficiencies shall be handled through the successful Proposer/Contractor's designated onsite staff and/or Customer Service Department, which shall be accessible online, toll-free telephone, and email. Proposer shall provide for 24 hours per day, 7 days per week on-call Customer Service and support staff to support the County and the Proposers on-site staff in resolving problems and deficiencies. County will assign one of the following "Severity Levels." The successful Proposer/Contractor must respond to and resolve these in accordance with the following timeframes, following the determination and/or notification of the Problem or other Deficiency:

If successful Proposer/Contractor fails to meet any of the conditions of the contract as determined by County regarding meals, quality and storage of products, temperature of food served or noncompliance with any Federal, State, or local laws or regulations concerning food service, County reserves the right not to pay for those meals served and penalties and liquidated damages shall apply, as described below.

Service Level Agreement

Table 1 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage	Credits
<p>Priority Level One</p>	<p>CRITICAL (Includes but not limited to):</p> <p>Systems are down; tracking and billing software are corrupted; 50% or more of the supplies; equipment and trucks are broken and/or non-functional; quality of food, food preparation and presentation, and food service do not meet standards; >50% of Contractor’s onsite staff and drivers are not performing minimum required performance standards or are absent or need to be replaced; meal portions are non-compliant, inconsistent and result in shortages; missing food items on 25% or more of sack lunches or 25% or more missing sack lunches; lapse in security caused by Contractor.</p> <p>Response time and completion of repairs and deficiency resolution to county satisfaction is made within 6 hours of initial notification of County or County’s agent by Contractor, or from County or County’s Agent ‘s initial service request to Contractor.</p>	<p>≤ 6 hours</p> <p>Between 6 hours and 12 hours</p> <p>Between 12 and 24 hours</p> <p>>24 hours</p>	<p>No Credit</p> <p>\$50 per hour that component of Food and Kitchen Services is deficient,</p> <p>\$100 per hour that component of Food & Kitchen Services is deficient.</p> <p>\$200 per hour that component of Food and Kitchen Services is deficient.</p> <p>\$430 for background checks when staff retention exceeds 20%.</p>
<p>Priority Level Two</p>	<p>MAJOR (Includes but not limited to):</p> <p>Systems are intermittently down; tracking and billing software are intermittently working; <50% of the supplies, equipment and trucks are broken and/or non-functional ; quality of food, food preparation and presentation, and food service do not meet standards; 25% to 50% of Contractor’s onsite staff and drivers are not performing minimum required performance standards are absent, or need to be replaced; missing</p>	<p>≤ 24 hours</p> <p>>48 hours</p>	<p>No Penalty</p> <p>\$250.00 per 24-hour day that the grievance response is not provided.</p>

	food items on <25% of sack lunches or <25% of missing sack lunches.		
Priority Level Three	<p>MINOR (Include but not limited to):</p> <p>Inaccurate reports, accounting reconciliation gaps, inaccurate billing calculation, lack of transmittals, food and kitchen services item and pricing inconsistencies; 25% of Contractor's onsite staff are not performing minimum required performance standards or are absent; unsafe practices.</p> <p>Response time, completion of repairs, and deficiency resolution to County's satisfaction is made within 5 business days of initial notification of County or County's Agent by Contractor, or from County's or County's Agent's initial service request to Contractor.</p>	<p>>5 business days</p> <p>>10 business days</p>	<p>\$750.00 per 24-hour day that component of food and Kitchen Services is deficient.</p> <p>\$250.00 per 24-hour day that staff replacement are not submitted to county for security background checks.</p>

X. SECURITY REQUIREMENTS

The following is a general outline of the Security and Information Technology Requirements required as part of this proposal

The selected Contractor shall work with the County Information Security Officer (ISO) to ensure proper security protocols are followed. Security protocols will be provided to the Selected Contractor upon bid award.

A. Personnel

- a. All personnel, who will be employed by the Contractor and who will need access to the Type II facilities will be subject to and **must** pass a background check administered by the County. The security clearance acquired upon successful completion of the background check must be maintained in order for the personnel to access the Type II facilities.

B. Technology

Minimal Security Requirements are as follows:

- a. Any Contractor wishing to connect to the Kern County Wide-Area Network (KCSO-WAN) must comply with the following list of requirements. The County reserves the right to perform periodic on-site audits of a facility to confirm that these requirements are being met. If the County determines that a Client is not meeting these requirements, at the sole discretion of County, Contractor will be subject to the sanctions and remedies under the law as specified in the governing Agreement, Violations pursuant to California Penal Code Section 502 are subject to prosecution.

1. Anti-virus Software:

Every workstation or server connecting to the KCSO-WAN must have anti-virus software installed on it or other system hardening tools to prevent

viruses or cyber-attacks. A reasonable effort must be made to have the most recent virus signature files on the workstations and servers at all times. The anti-virus software should be configured to scan all files going to or coming from the KCSO-WAN.

2. Physical Security

All workstations, printers, network equipment, and servers connecting to the KCSO-WAN must be physically secure. To prevent unauthorized access to the KCSO-WAN, all users must log out of the KCSO-WAN as soon as they have completed using the KCSO-WAN. The County reserves the right to terminate connections after 10 minutes of idle time.

3. Password Security

For all workstations connected to the KCSO-WAN, passwords or other methods of authentication are to be used. Passwords must be non-trivial, at least 12 characters long and a combination of numbers, letters, and special characters. Passwords must be changed every 30 days. Passwords may not be shared. Additionally, the Contractor will conform to the password standards of the County regarding application level and network passwords. A multi-step account login process must be implemented that requires users to enter more information than just a password.

4. Data Security

Contractor shall have in place security procedures to ensure that all transmissions of data are authorized and to protect KCSO-WAN data from improper access. When information must travel across lines of communication where both ends are not under the control of KCSO-WAN, Contractor agrees to use, at a minimum, strong authentication and encryption to protect the data, and shall take reasonable steps to protect the data including, but not limited to, the following:

- a. Contractor will use security/access software and/or procedures sufficient to reasonably ensure that all transmissions of data are authorized and/or to protect the data from unauthorized access.
- b. Contractor PCs and/or data terminals that are viewable from public areas must have screen savers or screen blanking utilities installed and active. The "Wait" time should be configured for six minutes or less.
- c. Contractor will safeguard the data from tampering and unauthorized disclosures. This protection must extend beyond the initial information obtained from KCSO-WAN to any databases or collections of data containing information derived from the data. This provision shall be in force even if data are made anonymous by removing any identifying information. Contractor shall maintain the confidentiality of passwords and other codes required for accessing this information.
- d. Contractor may not sell, release, or otherwise furnish such data or information to any third parties without the written approval of County.

5. Modes and Methods of Communications

The following applies to all modes and methods of communication including, but not limited to, verbal, electronic, written, automated, computer, facsimile, telephone, voice mail, electronic mail, and any and all other forms of communication. The content of the information, not the method of

communicating, determines the need for privacy and confidentiality. Several universal guidelines apply to all forms of communication of private and confidential information:

- a. The information will be provided only to those with a need to know in order to perform their job.
- b. The sender or originator of the information must ensure that only the intended recipient(s) will have access to the information. Particular care must be taken when sending confidential information electronically, such as via computers, fax machines, or voice mail.
- c. Storage of confidential information must be secure, protected from unauthorized access, and protected from damage.
- d. Methods of receiving confidential information must be secured and located so they are not accessible to the general public. Examples include in-baskets, fax machines, electronic mail and computer terminals.
- e. Private and Confidential information must be clearly identified as such and protected by passwords, special envelopes, fax cover pages, or other similar methods.
- f. Requirements for Specific Connection Types
 - i. Modem-to-modem and modem-to-router connections will be permitted only for troubleshooting and only on a temporary basis. For remote administration purposes, the Contractor must use County approved remote control software configured per County specifications.
 - ii. Internet-based Connections - If the Contractor is an *agency with a network*, the Contractor's facility must have an certified firewall, configured with an IPSEC standard secure tunnel with a minimum SHA-256 Encryption. This applies to all of the following types of connections: Network-to-network (subnet to subnet); Device (e.g., PC, server, printer) to network; Device to device; Network to device. If the Contractor is an *individual or agency without a network*, each workstation that will be accessing KCSO-WAN must have: a valid account with a reputable ISP (Internet Service Provider); VPN (Virtual Private Network) software installed and configured per County specifications. If the Contractor will be logging into a network, the workstation must have necessary Contractor software installed and configured per County specifications.
 - iii. LAN-to-LAN connections - Unless otherwise negotiated, the Contractor will provide all equipment that the County deems necessary for the connection, including host equipment (i.e., equipment located within a County department). Equipment to be used will include a router (Nortel or Cisco brand) to be located in the County, and any other necessary connection peripherals and accessories, which may include matching

communication line (e.g., T1, fiber), a transceiver or media converter, and any related software.

- iv. The County will configure and control host-end equipment per County standards; Routers on both ends will be configured using a static addressing scheme.
- v. Any Contractor whose LAN/WAN is connected to the Internet must have a firewall in place between the Contractor's LAN/WAN and the Internet.
- vi. In addition, all inmate information and all records gathered or stored on the proposed banking application or in the inmate banking system is the property of the County and may not be accessed, used, released or duplicated except as approved in writing by the County in advance of any such release, access, duplication etc.

XI. SUMMARY OF DESIRED OUTCOME(S) AND DELIVERABLES

The following is a general Summary of Desired Outcome(s) and Deliverables required as part of this proposal. The items below are only key factors in the proposal to provide Inmate Food and Kitchen Services for the Kern County Sheriff's Office.

- A. Proposer must have the capability of providing institutional and/or correctional food and kitchen services and must have five (5) years previous correctional food service experience or similar large base experience, with proven effectiveness in administering correctional or large based food service programs similar to the size and population of the County. The proposer will provide a general history, description, and status of its company, including a most recent credit rating.
- B. Successful Proposer shall provide meals 365 days per year (366 days in a leap year), three times per day, during the hours specified by the County. Successful Proposer will provide meals within no more than 14 hours between the dinner and breakfast meal. Breakfast and Lunch meals will be cold, and dinner will be hot. This is subject to change based on Federal or State mandates, at no additional cost to the County. Meal schedules will be mutually agreed upon between the successful Proposer and the Inmate Services Section Manager or their designee.
- C. Successful Proposer/Contractor shall have a system where complete and accurate meal counts shall be taken and recorded at each meal period. Meal count reconciliation report shall be submitted for approval with the billing invoice, all accounting records shall be maintained by the successful Proposer/Contractor for not less than five (5) years, including from the date of termination of the contract.
- D. Successful Proposer shall provide special diets based on the determination and approval of the Facility Chaplain and the Inmate Services Section Manager or their designee and medical diet meals as determined, required, and approved by the medical department, at no additional cost to the County.

- E. Successful Proposer shall ensure that meal temperatures are maintained within mandated ranges when served to the individual inmates.
- F. Successful Proposer shall be responsible for responding to all grievances concerning food service issues within forty-eight hours of receiving said grievance from County staff.
- G. Successful Proposer will pay for utilities necessary for the operation of County's Lerdo Kitchen, to include water, electricity, and gas. The total annual cost will be \$117,670 per year. The County will bill the Successful Proposer monthly, at the rate of \$9,805.83. Invoice payment shall be made to the County within 30 days. County cannot guarantee the uninterrupted supply of such facilities and will use due diligence in restoring these services if interruption occurs.
- H. Successful Proposer shall provide one full-time Food and Kitchen Sheriff's Aide, to assist with various tasks, including Quality Assurance. Successful Proposer shall reimburse the COUNTY at \$112,080.12 at the beginning of the fiscal year.
- I. One independent, 3rd-party registered and certified Dietician, local to Southern California, on a consultant basis, which is approved by the County. The 3rd party Dietician will review all menus prior to service and be onsite monthly or as needed by the County. The Dietician will review and approval all "opportunity buys" for nutritional adequacy and will sign all Statements of Nutritional Adequacy, which will remain on file with the County. The successful Proposer/Contractor will be responsible for subcontracting with the dietician.
- J. Proposer must submit a detailed implementation plan for contract startup by July 1, 2025.
- K. Proposer must submit all items listed in Exhibit C with their proposal.

For a more comprehensive list of outcomes, see Section II – Objectives. For a comprehensive list of deliverables, see Section V – Description and Scope of Work and Section VI – Deliverables.

Revised 2/2024

EXHIBIT B
SAMPLE MASTER TERMS AND CONDITIONS

1. Insurance

Consultant, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative-. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown

thereon. The Consultant shall promptly deliver a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or County as an additional insured.

- a. Workers' Compensation and Employers Liability Insurance Requirement -- In the event Consultant has employees who may perform any services pursuant to this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Consultant shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- b. Liability Insurance Requirements:

- (1) Consultant shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

- (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

- (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which

shall be at least one million dollars (\$1,000,000) each occurrence.

- (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
 - (d) Cyber Liability Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, involving access to personal and or confidential information, software or technology services where a data breach or exposure to personal and or confidential information could impact the County, coverage shall be equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Coverage shall respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
- (2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
 - (3) The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least

as broad as provided on the underlying Commercial General Liability insurance. No insurance or self-insurance maintained by the County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss.

- (4) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
 - (5) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
 - d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
 - e. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.
 - f. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.
 - g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in

excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

- h. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Consultant agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

2. Indemnification

Consultant agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

3. Compensation

As compensation for Consultant's satisfactory performance of services, County agrees to pay Consultant the sum of _____ dollars (\$ _____) per month. Payment for Consultant's services shall be promptly processed by County upon Consultant's presentation of claim identifying the services rendered for the period covered by the claim.

4. Term

The term of this Agreement shall be for the period commencing January 1, 2012, and terminating December 31, 2014.

5. Termination

County and Consultant agree that this Agreement shall be immediately terminable if a conflict of interest is determined to exist which would impair the effective performance of services hereunder. Otherwise, either party may terminate this Agreement by providing thirty (30) days written notice to the other party, and such termination is effective on the last day of said thirty (30) day period.

Should notice be given by either party, both parties agree to cooperate during said thirty (30) day period to act in the best interest of the County. Upon termination of this Agreement, neither party shall have any obligations or responsibilities to the other party beyond the effective date of its termination.

6. Assignment

Consultant shall not assign, sublet or transfer this Agreement, or any part hereof. Consultant shall not assign any monies due or which become due to Consultant under this Agreement without the prior express and written approval of the County.

7. Audit, Inspection and Retention of Records

Consultant agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Consultant shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

8. Authority to Bind County

It is understood that Consultant, in Consultant's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

9. Captions and Interpretation

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10. Choice of Law/Venue

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

11. Compliance with Law

Consultant shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

12. Confidentiality

Consultant shall not, without the written consent of County, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

13. Conflict of Interest

Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

14. Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. Enforcement of Remedies

No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

16. Nonwaiver

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Consultant. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

17. Representations

Consultant makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- a. Consultant has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- b. Consultant does not have any actual or potential interests adverse to County nor does Consultant represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- c. Consultant shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

18. Severability

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

19. Signature Authority

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

20. Sole Agreement

This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

21. Compliance with IRCA

Consultant acknowledges that Consultant, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from

any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's subcontractor(s).

22. No Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Consultant that any such person or entity, other than County or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

23. Amendments

This Agreement represents the full and complete understanding between the parties, and may only be modified or amended by a written agreement signed by both parties.

24. Political/Religious Activity

No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office.

Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.

25. Communications

Communications in writing made pursuant to this Agreement shall be addressed as follows:

Consultant

County of Kern

EXHIBIT C
ITEMS TO SUBMIT WITH RFP PROPOSAL

- A. Proposer shall provide a plan transitioning all equipment supplies, inventory, etc. from prior vendor, to ensure uninterrupted meal service. Describe Proposer's Standard Operating Procedures for transitioning out at the end of the contract and specify whether these procedures are always followed.
- B. A timeline and process overview of how Proposer will implement proposed services and software must be included.
- C. Verification: Proposer shall describe the verification process to ensure that the proposed services are adequate in meeting the County's needs, after the transition is complete.
- D. Proposer must submit a detailed staffing plan, which lists qualified, trained staff with sufficient back-up personnel to successfully complete the contract requirements.
 - 1. As part of the staffing plan, Proposer/Contractor shall employ a trained, experienced food services manager, assistant manager, and an office assistant. The detailed staffing plan shall include the use of inmate labor.
 - 2. Proposer shall explain how they will ensure that appropriate work assignments are made and food handlers are adequately supervised.
 - 3. Plan shall include job titles, descriptions and resumes for the individuals who will be considered for the successful Proposer's/Contractor's position of Food Service Site Manger(s) and Supervising Cook(s). It is requested that these individuals have previous experience with correctional food services.
 - 3. Plan must detail training to prevent fraternization with inmates.
 - 4. Training Plan: Proposer must submit their training plan as it relates to key control, sharp utensil control, inventory control, Proposer's orientation to the jail facility's operational philosophy, rules and policy and procedures, as it relates to the Proposer's employees. A detailed check out/check in procedure must be provided with the plan.
- E. Proposer shall provide a sample food service plan. The plan shall include all items listed under V. Description and Scope of Work, Item F. Food Service Plan.
- F. Proposer must submit a detailed plan that outlines how they plan to provide additional servings to meet caloric requirements.

- G. Proposer shall provide a five week cycle- menu that provides a variety of foods, including ethnic and religious tenets, thus preventing repetitive meals. Menus shall be in full compliance with the Minimum Standards for Local Detention Facilities, California Code of Regulations, Title 15, as well as all regulatory standards of the California Retail Food Facilities Law (CURFFL), the California Retail Food Code, and The National Academy of Sciences Institute of Medicine, Food and Nutrition Board.
- H. Proposer shall provide a written procedure for verification of food safety and quality of “opportunity buys” (defined as items purchased at a discount usually from a broker or distributor).
- I. Proposer shall provide a specific plan for maintaining safe and wholesome food in the facilities operated by the County.
 - 1. Proposer shall describe how their inventory tracking system works and detail how often a physical inventory of food and supply items will be taken.
- J. Proposer must describe what type of technologically advanced meal tracking, accounting and reporting system they plan to use. See Section V. Description and Scope of Work, Item G. State of the Art Meal Tracking System.
- K. Proposer shall provide a statement detailing how they will provide for the correct handling, prompt storage, and rotation/issue of food items purchased, which will comply with CURFFL.
- L. Proposer will be required to provide the minimum purchasing specifications to be used in the purchase of all food products and disposable service ware. The specifications provided will be required to address the level of quality, grade, size, pack, count and all other relevant information.
- M. The Proposer shall submit an expense and administrative, management cost per meal proposal. Within the cost proposal, the Vendor must show the detailed per meal cost to include all regular, medical/therapeutic inmate diets, and medical snacks. A consolidated per day/per meal price should be provided which reflects the total actual cost including food, labor, other controllable expenses, fixed expenses, administrative/management overhead and Vendor's anticipated profit.
 - 1. Include any other costs associated with the Proposer’s Food Service Plan.
- N. Proposer shall include in the proposal, contingency plans to provide services in light of unexpected events such as, but not limited to; power failure, fire, riot, lockdowns, labor strikes, job actions or act of God that would preclude normal expectations. County will determine when an emergency interrupting normal food preparation commences and when the emergency terminates.
- O. Proposer must submit any records pertaining to unsatisfactory performance.
- P. Proposer must describe how they plan to maintain adequate files and records to meet statistical data reporting requirements.

EXHIBIT D
KITCHEN UTILITY EXPENSES

(Fiscal Year 2023-2024)

WATER	\$42,918.51
ELECTRICAL	\$65,669.50
GAS.....	\$ 9,081.98
TOTAL.....	\$117,670

EXHIBIT E
KITCHEN EQUIPMENT EXPENSES

(Fiscal Year 2023-2024)

EQUIPMENT/SUPPLIES	\$55,992.76
SERVICE/REPAIRS	\$20,333.98

EXHIBIT F
LERDO KITCHEN EQUIPMENT

Items listed below subject to change due to new procurement, normal wear and tear, mechanical breakdown, or service repair. This list is for general reference only.

ITEM/QUANTITY	BRAND
(1) Food Chopper	Hobart
(2) Mixers	Univex
(1) Double Door Freezer	Beverage Air
(2) Food Slicers	Bizerba
(16) Convection Ovens	Vulcan
(2) Sandwich Machine	AmeriPak General Systems
(4) Tilt Skillets	Vulcan
(5) Steam Kettles	Cleveland
(16) Double Deck Convection Ovens	Vulcan
(2) Steamers	Vulcan
(1) Dishwasher	Champion Industries
(1) Ice Machine	Hoshizaki
(2) Food Warmers	Victory, FEW,

EXHIBIT G LERDO KITCHEN FLOOR PLAN

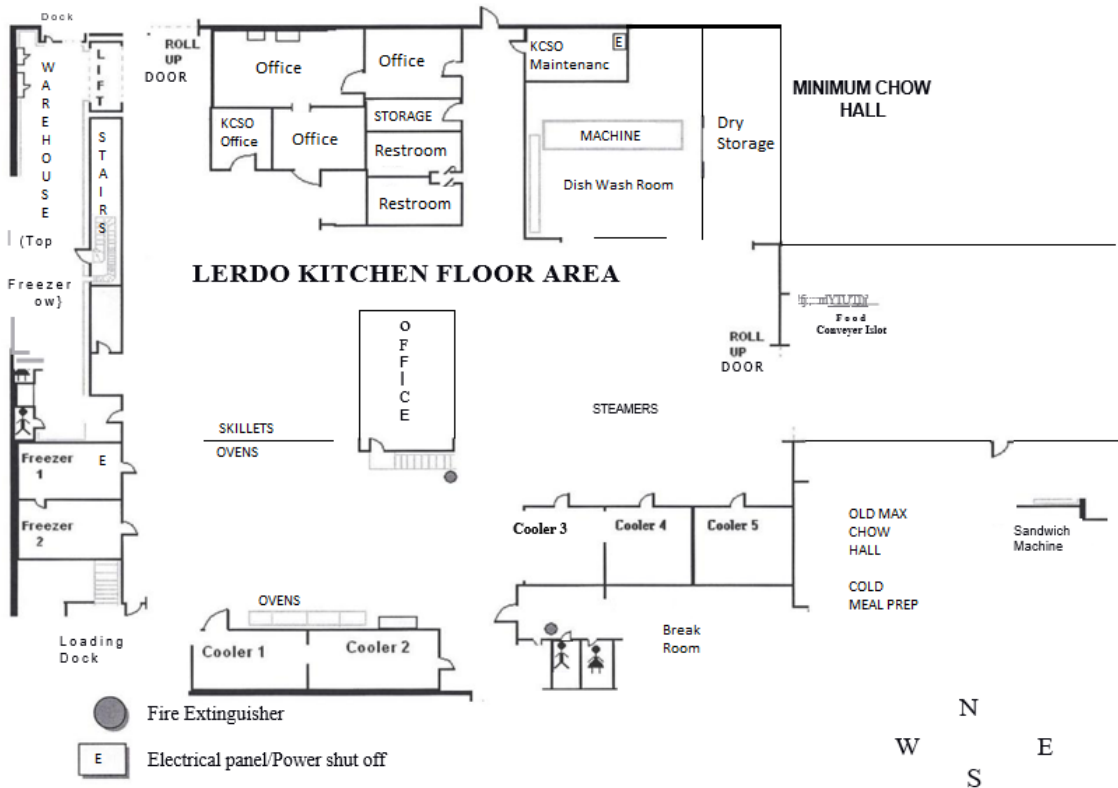


EXHIBIT H CRF KITCHEN FLOOR PLAN

