



## **INVITATION FOR BID**

### **INMATE MEALS SERVICES FOR DETENTION FACILITY**

### **APD-2024-IMS**

#### **IFB SCHEDULE**

<b>Release Date</b>	December 23, 2024
<b>Question Submission Deadline</b>	January 9, 2025, 2:00pm
<b>Question Response Deadline</b>	January 13, 2025, 5:00pm
<b>Bid Submission Deadline</b>	January 23, 2025, 2:00pm

# 1. GENERAL INFORMATION

## 1.1. INTRODUCTION

The City of Anaheim, Police Department, (hereinafter referred to as City) is requesting competitive bids from qualified vendors (hereinafter referred to as Bidder) for Inmate Meals Services for Detention Facility. The awarded Contract, (hereinafter referred to as Contract) will be between the City and awarded Bidder, (hereinafter referred to as Contractor) in accordance with the model contract terms, conditions and scope of work. This is a fully electronic solicitation – only electronic bids submitted through the City’s online bidding system will be allowed; no other form of bid submittals will be accepted. Prior to submitting a bid, Bidders are advised to carefully read the instructions below, including the model contract and any solicitation attachments and/or exhibits.

## 1.2. Important Notice

The City has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. If any person contemplating submitting a bid in response to this IFB is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they must submit a written request for clarification/interpretation to the City via the City’s online bidding system.

## 1.3. Communication

Bidders are not to contact other City personnel with any questions or clarifications concerning this Invitation for Bid (IFB). City will provide all official communication concerning this IFB. Any City response relevant to this IFB other than through or approved by City is unauthorized and will be considered invalid.

All questions regarding this IFB must be submitted via the City’s eProcurement Portal at: <https://procurement.opengov.com/portal/anaheim>.

## 1.4. Clarification/Interpretation

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on City’s online bid system. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City. All addenda will be submitted and posted on the City’s online bidding system. It is the responsibility of each Bidder to periodically check the City’s online bidding system to ensure that they have received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

**All questions or requests for interpretation must be received by Thursday, January 9, 2025 before 2:00 pm.**

## 1.5. Bid Validity

Bids will be valid for a period of 180 days after IFB closing date.

## 1.6. Important dates

These dates only apply to IFB# APD-2024-IMS

Release Date:	December 23, 2024
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Question Submission Deadline:	January 9, 2025, 2:00pm
Question Response Deadline:	January 13, 2025, 5:00pm
Bid Submission Deadline:	January 23, 2025, 2:00pm

**2. GENERAL INSTRUCTIONS**

**2.1. Review**

Before submitting a bid, Bidders shall carefully review the General Instructions and examine the solicitation contents, including the Model Contract Terms, Conditions and Scope of Work. Bidders shall include in their bid response a monetary sum to cover the cost of all items included in the Contract. The Model Contract contained in this solicitation is the Contract proposed for execution. Upon award, awarded Bidder will be required to sign and submit Contract for execution.

**2.2. Responsiveness**

Responsive bids shall include completed submittals/attachments provided in the VENDOR QUESTIONNAIRE.

**2.3. Bid Submission**

Electronic Bids shall be submitted via the City’s online bidding system via the following link <https://procurement.opengov.com/portal/anaheim>. All required sections of the IFB as listed above, must be submitted via the City’s eProcurement Portal. Bidder is solely responsible for “on time” submission of their electronic bid. The City will not accept late bids and no exceptions shall be made. City will only receive those bids that were transmitted successfully.

Note: Electronic Bids cannot be viewed by City until after the IFB deadline. If you encounter any problems with your registration, system, bid submission, or other system issues please contact OpenGov’s support staff via the live chat option or via email at [procurement-support@opengov.com](mailto:procurement-support@opengov.com).

**2.4. Award**

Upon recommendation of Contract award, Bidder will be required to submit the following documents within seven (7) days of City notification, unless otherwise specified in the solicitation:

- A. Insurance: Certificate(s) of Insurance, including additional Insured Endorsement(s); refer to Model Contract, Article O-Insurance
- B. W-9 Form: Current signed W-9 (Taxpayer ID No & Certification), which includes Contractor’s Legal Business Name(s). Out of State Vendors may be required to submit a 587/590 Form.

**2.5. Pricing**

- A. **Bid Prices**: The bid prices quoted on this solicitation shall be firm for the entire contract term of the awarded Contract.
- B. **Addenda**: Bid prices offered shall reflect all addenda issued by City.

- C. **Scope of Work:** Bids shall be submitted only for the items and/or services as stated in the Scope of Work, Attachment A of Model Contract; bids for other than the items and/or services listed will not be considered.
- D. **Firm Prices:** The City will only consider firm price bids.
- E. **Profit:** The net amount of profit will remain firm for the entire term of the Contract. Contract adjustments which increase Contractor's profit will not be allowed.
- F. **Price Decreases:** All price/rate decreases will automatically be extended to the City. Please reference Paragraph – Price Increase/Decrease provision for additional information.
- G. **Acceptance:** Bids must be provided for each item separately, “**all-or-none**” bids will not be accepted unless in the best interest of the City.

**2.6. No Substitution**

The bidder is required to meet all specifications and requirements contained in this solicitation. No substitutions will be accepted, unless prior City written approval is received.

**2.7. Company Profile, Bidder Certification and References**

Bidder shall utilize the forms provided to satisfy this requirement.

**2.8. Discrepancies**

Bidder shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the City.

If prior to contract award, a Bidder discovers a mistake in their bid which renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the buyer and request to withdraw the bid. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

**2.9. Bid Expenses**

The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:

- A. Preparing its bid in response to this IFB.
- B. Submitting that bid to the City.
- C. Negotiating with the City any matter related to the bid; and,
- D. Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the Contract.

**2.10. Protests**

Any actual or prospective bidder or proposer who alleges an error or impropriety in the solicitation or award of a contract may submit a protest to the appropriate Procurement Contact as set forth herein.

**Protest Instructions**

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein and emailed to the Assigned Buyer/Purchasing Liaison. All protests shall include, at a minimum, the following information:

- A. The name, address, telephone number, and email address of the protester;
- B. The signature of the protester or the protester's representative;
- C. The solicitation number;
- D. A detailed statement of the legal and/or factual grounds for the protest; and
- E. The form of relief requested.

### **Protest of the Solicitation Specifications**

All protests related to the solicitation specifications must be submitted to the appropriate soliciting department's Assigned Buyer/Purchasing Liaison no later than three (3) business days prior to the close of the solicitation.

- A. Protests received after the three (3) business days deadline will not be considered by the City.
- B. In the event the protest of specifications is denied, and the protester wishes to continue in the solicitation process, they must still submit a bid or proposal prior to the close of the solicitation in accordance with the solicitation submittal procedures provided in the solicitation.

### **Protest of Award of Contract**

A protest for an award of contract in relation to a solicitation must be received no later than three (3) business days after the Notice of Award is posted on the City's online bidding system.

- A. Protests relating to a proposed contract award received after the three (3) business day deadline will not be considered by the City.
- B. If the three (3) business day period expires without the receipt of a protest, the department may move forward with the Contract award or if necessary, file the item for approval by the City Council.

### **Protest Process**

In the event of a timely protest, the City shall not proceed with the solicitation or award of the contract until the Procurement Contact issues a decision on the protest.

- A. Upon receipt of a timely protest, the Assigned Buyer/Purchasing Liaison will within five (5) business days of the receipt of the protest, issue a decision in writing which shall state the reason for the actions taken.
- B. The City may, after providing written justification to be included in the purchasing file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the City. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.

- C. If the protester disagrees with the decision of the Procurement Contact, the protester may submit a written notice to the City of Anaheim Purchasing Agent requesting an appeal.

### **Appeal Process**

- A. If the protester wishes to appeal the decision of the Procurement Contact, the protester must submit, within three (3) business days from the receipt of the Procurement Contact decision, a written appeal to the City of Anaheim Purchasing Agent.
- B. All appeals must be emailed to [purchasing@anaheim.net](mailto:purchasing@anaheim.net).
- C. Within ten (10) business days, the City of Anaheim Purchasing Agent will review all materials in connection with the appeal, assess the merits of the appeal and provide a written determination that shall contain their decision. The decision of the City of Anaheim Purchasing Agent will be final.

### **2.11. Acceptance/Rejection/Award**

#### **Acceptance/Rejection/Award**

- A. Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The City shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the City.
- B. The lowest responsive, responsible Bidder will be recommended for contract award.
- C. Bids will be reviewed by the City for responsiveness to all requirements. The City has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- D. Only those responsible, responsive bids meeting all solicitation requirements and specifications shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.
- E. **Please take notice, non-acceptance of the City terms and conditions, incorporated in model contract, may deem a bid non-responsive. City may not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.**
- F. Final award determination shall be based upon the lowest responsive, responsible bid, and may also include a review of Bidder's ability to meet the requirements and perform the services specified in this solicitation; Bidder's references and past performance; and Bidder's acceptance of City terms and conditions. **In addition, City reserves the right to verify and validate any information prior to Contract Award and during the entire term of the Contract.**
- G. By submitting a response to this solicitation, Bidders agree to accept the decision of the City as final.
- H. Awarded Bidder will be required to sign a contract upon award. If Bidder is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation.

### **2.12. Rights Reserved to City:**

The City reserves the right to:

- A. Waive, at its discretion, any irregularity or informality, which City deems correctable or otherwise not warranting rejection of the bid.
- B. City reserves the right, at its sole discretion, to make multiple awards to Bidders for services requested in this solicitation.
- C. Accept or reject in whole or in part any or all bids received as a result of this solicitation at its sole discretion and to solicit for new bids, as the best interest of the City may require.
- D. Negotiate the final Contract with the lowest, responsive and responsible Bidder or Bidders as necessary to serve the best interests of the City.
- E. Withdraw or cancel in part or in its entirety this solicitation at any time without prior notice and furthermore makes no representation that any contract will be awarded to any Bidder responding to this solicitation.
- F. Award its total requirements to one Bidder or to apportion those requirements among two or more Bidders as the City may deem to be in its best interests; therefore, bids must be provided for each item separately; “all-or-none” bids will not be accepted unless in the best interest of the City.

**2.13. Joint Bids**

Where two or more Bidders desire to submit a single bid in response to a solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The City intends to contract with a single firm or multiple firms, but not with multiple firms doing business as a joint venture.

**2.14. Unfair Practices and Other Laws**

Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable Local, State and Federal laws and regulations.

**2.15. Independence of Bid**

By submitting a bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.

**2.16. Americans with Disability Act (ADA)**

To comply with the non-discrimination requirements of the ADA, it is the policy of the City to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications for the procurement process, you must contact the buyer listed in the solicitation.

**2.17. Unique Entity Identifier Number (UEI)**

The City requires a valid UEI number prior to Contract Award of Human Services. If needed, your company may obtain one at no cost at [www.usfcr.com](http://www.usfcr.com). If you are unable to provide/obtain a UEI number, please indicate so in your bid submission response.

**3. VENDOR QUESTIONNAIRE**

**1. COMPLIANCE CERTIFICATION QUESTIONS**

**1.1. I certify that I, the individual responding to this Bid, am an authorized representative with the authority to certify and submit the following legally binding statements in this Bid Response on behalf of my company.\***

Please confirm

\*Response required

**1.2. Name and title of authorized representative certifying and submitting this Bid Response.\***

\*Response required

**1.3. Bid Validity.\***

Bid will be valid for a period of 180 days after Bid closing.

Yes

No

\*Response required

When equals "No"

**1.3.1. If you selected No, how long will your bid be valid?\***

\*Response required

**1.4. Company Legal Name and DBA, if applicable\***

\*Response required

**1.5. Company Legal Status\***

Corporation

Partnership

Sole Proprietor

Limited Liability Corporation

Limited Liability Partnership

Other

\*Response required

**1.6. If your company is incorporated, please include the name(s) and title(s) of the officers\***

If this question does not apply to your firm, please respond by typing in "N/A."

\*Response required

**1.7. Length of time the firm has been in business\***

\*Response required

**1.8. Length of time at current location\***

\*Response required

**1.9. Regular Business Hours\***

\*Response required



**1.10. Regular Holidays and Hours when business is closed:\***

\*Response required

**1.11. Federal Taxpayer I.D. No:\***

\*Response required

**1.12. UEI No\***

The City requires a valid unique entity identifier (UEI) number prior to Contract Award. Your company must obtain one at no cost at [www.usfcr.com](http://www.usfcr.com).

\*Response required

**1.13. In the event of an emergency or declared disaster, the following information is required:\***

- Name of Contact individual during non-business hours:
- Telephone No:
- Facsimile Number:
- E-mail Address:
- Cell or Pager Number:

\*Response required

**1.14. Contact Person for Accounts Payable\***

\*Response required

**1.15. Conflict of Interest Statement\***

The Political Reform Act (Government Code sections 81000 - 91014) and Government Code section 1090 prohibit any City public official or officer from involvement in a governmental decision or contract in which he or she has a financial interest.

It is the responsibility of the contractor, contractor's employees, and subcontractors who perform work under contract with the City to evaluate any potential conflict of interests. Be advised that a prohibited conflict of interest may void any award where a conflict exists.

I, the undersigned, hereby certify that I have reviewed and understand the above paragraphs, and in furtherance of the foregoing, I have evaluated and caused my company's employees and subcontractors to evaluate any potential conflict of interests. Based on this evaluation, I hereby further certify that no such conflict of interests exists.

Please confirm

\*Response required

**1.16. Non-Collusion Declaration\***

I represent the party ("Respondent") making the foregoing bid ("Bid") and declare as follows:

- The Bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization, or corporation;
- The Bid is genuine and not collusive or a sham;

- The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived, or agreed with any other respondent or anyone else to put in a sham Bid or withhold from submitting a Bid;
- The Respondent has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Respondent or of any other respondent or to fix any overhead profit or cost element of the Bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; and
- All statements contained in the Bid are true, and further, that Respondent has not directly or indirectly submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with Respondent in the general business.

Please confirm

\*Response required

**1.17. The Levine Act: City of Anaheim Campaign Contribution Disclosure\***

Please download the below documents, complete, and upload.

- CAMPAIGN CONTRIBUTION DISCL...

\*Response required

**1.18. Contract Performance\***

Address whether at any time during the past five years respondent has had a contract terminated for convenience, non-performance, or any other reason, or has been a party in a legal action involving a customer. Describe the situation(s) including name and address of contracting party and circumstances.

\*Response required

**1.19. Litigation in relation to the services provided to the City or other Public Safety or Law Enforcement entities in the past five (5) years\***

Respondent must certify either Yes or No:

- A. (Yes) Respondent certifies current/past litigation as follows:
  1. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent, or any company that holds a controlling interest in Respondent, in the past five (5) years.
- B. (No) Respondent certifies that Respondent or any proposed subcontractors do not have any past or current litigation described above.

Yes

No

\*Response required

When equals "Yes"

**1.19.1. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent, or any company that holds a controlling interest in Respondent, against the City in the past five (5) years.\***

\*Response required

**1.20. Name/Ownership Changes\***

Respondent certifies past company name changes and/or ownership changes, for Respondent's firm as follows:

Yes

No

\*Response required

When equals "Yes"

**1.20.1. If Yes, please describe:\***

\*Response required

**1.21. Statement of Compliance\***

- A. (Yes): Bidder certifies it is in strict compliance with this Bid, including, but not limited to the terms and conditions set forth in the Model Contract and its Attachments, and no exceptions are proposed.
- B. (No): Bidder certifies it is in strict compliance with this Bid, including the terms and conditions set forth in the Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this Bid and attached hereto. Attachments for each proposed exception to this Bid, including, but not limited to the Model Contract, must include:
1. The complete provision Bidder is taking exception to.
  2. The Bid page number and section of the provision Bidder is taking exception to.
  3. The suggested rewording (i.e., Microsoft Word track changes)
  4. Reason(s) for submitting the proposed exception.
  5. Any impact the proposed exception may have on the services to be provided.

Yes

No

\*Response required

When equals "No"

**1.21.1. Identify Contract Exceptions to be Considered Below:\***

\*Response required

**1.22. Financial Status\***

Bidder shall indicate whether its principals, directors, or majority shareholder(s), or any company Bidder has held a controlling interest in, or which has held a controller interest in Bidder, has ever filed or has been involuntarily put into bankruptcy or has been declared bankrupt. If yes, attach statement indicating the bankruptcy date, court jurisdiction, trustee's name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy. Select "YES" to attach information or select "NO" if no prior or pending action.

Yes

No

\*Response required

When equals "Yes"

**1.22.1. Upload documents here\***

\*Response required

**1.23. W9 Form\***

\*Response required

**1.24. Evidence of Insurance\***

\*Response required

**2. BID RESPONSE**

**2.1. References (minimum 3)\***

Please Provide the following information for at least three (3) references:

Contractor shall submit at least three (3) references or letter of references where similar work of similar size is currently in process or recently completed. References must cover commodities or services performed by your company within the past ten (10) years. Include name of firm, phone, and name of the contact person, a brief work/project description, and completion date. These references will be checked and could affect the award of the Contract. References shall not be provided for department conducting the solicitation.

- Firm Name:
- Address:
- Contact Person:
- Phone Number:
- Email Address:
- Contract Description:
- Contract Term:
- Contract Amount:

\*Response required

**3. CERTIFICATION REGARDING DEBARMENT, SUPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FORM)**

"Principals," for purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of subsidiary, division, or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of Bidder's responsibility. Failure of Bidder to furnish a certification or provide such additional information as requested by the City may render the Bidder nonresponsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the City may terminate the contract resulting from this solicitation for default.

**3.1. Bidder certifies, to the best of its knowledge and belief, that Bidder and/or any of its Principals\***

- ARE presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency.
- ARE NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency.

\*Response required

**3.2. Bidder certifies, to the best of its knowledge and belief, that Bidder and/or any of its Principals\***

- HAVE, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- HAVE NOT, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of

federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

\*Response required

**3.3. Bidder certifies, to the best of its knowledge and belief, that Bidder and/or any of its Principals\***

ARE presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of, any of the offenses enumerated in this "CERTIFICATION REGARDING DEBARMENT, SUPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS" provision.

ARE NOT presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of, any of the offenses enumerated in this "CERTIFICATION REGARDING DEBARMENT, SUPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS" provision.

\*Response required

**3.4. Bidder certifies, to the best of its knowledge and belief, that Bidder\***

HAS, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

HAS NOT, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

\*Response required

**4. PRICING**

**INMATE MEALS AND SUPPLEMENTAL BEVERAGE AND SNACK**

All line items are inclusive of delivery on a weekly basis. Annual amount is 5,000 which is an estimate and not a guarantee.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Breakfast	1	ea		
2	Lunch	1	ea		
3	Dinner	1	ea		
4	Supplmental Beverage	1	ea		
5	Supplemental Snack	1	ea		
<b>TOTAL</b>					

**SPECIALIZED DIET - CELIAC**

All line items are inclusive of delivery on a weekly basis and usage is not guaranteed

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	Breakfast	1	ea		
7	Lunch	1	ea		
8	Dinner	1	ea		
9	Supplemental Beverage	1	ea		
10	Supplemental Snack	1	ea		
<b>TOTAL</b>					

**SPECIALIZED DIET - DAIRY FREE**

All line items are inclusive of delivery on a weekly basis and usage is not guaranteed

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	Breakfast	1	ea		
12	Lunch	1	ea		
13	Dinner	1	ea		
14	Supplemental Beverage	1	ea		
15	Supplemental Snack	1	ea		
<b>TOTAL</b>					

**SPECIALIZED DIET - SOY FREE**

All line items are inclusive of delivery on a weekly basis and usage is not guaranteed

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Breakfast	1	ea		
17	Lunch	1	ea		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
18	Dinner	1	ea		
19	Supplemental Beverage	1	ea		
20	Supplemental Snack	1	ea		
<b>TOTAL</b>					

**SPECIALIZED DIET - PEANUT ALLERGIES**

All line items are inclusive of delivery on a weekly basis and usage is not guaranteed

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
21	Breakfast	1	ea		
22	Lunch	1	ea		
23	Dinner	1	ea		
24	Supplemental Beverage	1	ea		
25	Supplemental Snack	1	ea		
<b>TOTAL</b>					

**SPECIALIZED DIET - EGG ALLERGIES**

All line items are inclusive of delivery on a weekly basis and usage is not guaranteed

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
26	Breakfast	1	ea		
27	Lunch	1	ea		
28	Dinner	1	ea		
29	Supplemental Beverage	1	ea		



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
30	Supplemental Snack	1	ea		
<b>TOTAL</b>					

**SPECIALIZED DIET - DIABETIC OPTION**

All line items are inclusive of delivery on a weekly basis and usage is not guaranteed

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
26	Breakfast	1	ea		
27	Lunch	1	ea		
28	Dinner	1	ea		
29	Supplemental Beverage	1	ea		
30	Supplemental Snack	1	ea		
<b>TOTAL</b>					

**5. SCOPE OF WORK**

**5.1. General Information**

The City of Anaheim is comprised of 13 departments and over 3,200 employees throughout the City. The City’s core businesses are public safety, public utilities, public works, housing and community development, community services, and economic development.

The Contractor is to provide Inmate Meal Services for City of Anaheim’s Police Department’s (APD) Detention Facility per the specifications attached hereto. The APD Detention Facility currently processes approximately 150 inmates a week. The Detention Facility is a Type I facility and is governed by the Board of State and Community Corrections (BSCC). The facility is required to house inmates and while they are in APD’s custody, APD is required to feed the inmates three (3) meals in a 24-hour period. These meals must meet a certain daily caloric value in accordance with the Board of State and Community Corrections (BSCC), specifically, Title 15 Minimum Standards for Local Detention Facilities, Article 12 (Food), Section 1241 (Attachment A) (Minimum Diet). The Contractor must provide the meals and delivery to the APD Detention Facility on a weekly basis. The estimated quantity of each meal item listed below is approximately 5,000 annually; however, usage is not guaranteed.

## **5.2. Definitions of Special Diets**

- A. **Celiacs (Gluten Free diets):** Contractor shall offer at least five (5) main course meals, which help a gluten-free diet.
- B. **Dairy Allergies:** Contractor shall offer at least five (5) main course meals, which have NO DAIRY ingredients.
- C. **Soy Allergies:** Contractor shall offer at least five (5) main course meals, which have NO SOY ingredients.
- D. **Peanut Allergies:** Contractor shall offer at least five (5) main course meals, which have NO TREE NUT OR PEANUT ingredients.
- E. **Egg Allergies:** Contractor shall offer at least five (5) main course meals, which have NO EGG ingredients.
- F. **Diabetic:** Contractor shall offer at least five (5) main course meals, which have NO SUGAR ingredients.

## **5.3. Contractor Requirements**

### **A. Requirements:**

- 1. Adhere to Title 15 CCR Minimum Standards for Local Detention Facilities, the State Health and Safety Code and any and all laws that pertain to the distribution and delivery of food.
- 2. All meals provided by the Contractor must meet the standards set forth by BSCC and verified/signed-off by a registered dietician.

### **B. Special Diets:**

- 1. Therapeutic diets shall be available for City to order. Specific diets shall be prepared for inmates according to the orders of the responsible health authority. Special diets for religious reasons will be accommodated as directed by the policies of the Detention Center.
- 2. Contractor to prepare special meals, approved by a registered dietician, as required by the Detention Center Medical Section and communicated through the City of Anaheim Police Department including, but not limited to, medical and religious meals.
- 3. Contractor may be asked to provide various therapeutic meals including but not limited to: diabetic, low cholesterol, low sodium, low-fat, mechanical soft, gastric soft and all liquid diets.
- 4. Contractor shall be prepared to provide various religious meals including but not limited to: pork free, vegetarian and kosher.
- 5. Ensure that all menus and special diets shall meet the standards for adult holding and detention facilities as established by the American Correctional Association.

### **C. Dietician:**

1. Upon the City's request, evidence that Contractor is appropriately staffed with a Registered Dietician as required by the most recent version of the CA Board of State Community Corrections Title 15 CCR.

#### **5.4. Types of Meals**

- A. All pricing shall be inclusive of freight, shipping, handling, and delivery charges.
- B. Contractor shall provide the following meals and supplementals on a daily basis, to be delivered each week, (Special diet options shall be priced according to the specific dietary category).
  1. Breakfast
  2. Lunch
  3. Dinner
  4. Supplemental Beverages
  5. Supplemental Snacks

#### **5.5. Nutritional Health and Safety Code Requirements**

- A. Menus shall be reviewed and approved by the Contractor's Registered Dietitian or other qualified person and will be adjusted according to the recommended dietary allowances as required by applicable laws and regulations.
- B. Ensure that the dietary operation is in compliance with the standards set by the American Correctional Association and the State Department of Corrections and will be of the required caloric content.
- C. Ensure that all meals shall meet Title 15 CCR requirements for both caloric and fat content and documentation of content shall be provided to the Detention Center for purposes of presentation to the Health Department during inspections.
- D. Adhere to a four (4) or five (5) week menu, at the Contractor's discretion, approved by a registered dietician and accepted by the Administrator.

#### **5.6. Planning and Distribution**

- A. Plan, coordinate, and provide meals for the Detention Center's inmates.
- B. Submit all menus to the Detention Center Administrator for consideration and approval menu prior to preparing and serving any meals listed on the menus.
- C. Provide daily menus for ease of food preparation and distribution.
- D. Ensure that all meals are prepared so they may be served in a manner that makes them palatable and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, and catsup or mustard, where appropriate).

### **5.7. Food Storage, Integrity, and Distribution**

- A. Deliver meals free from any tampering or spoilage in accordance with applicable Health and Safety Standards.
- B. Ensure that food packages are clearly marked with expiration dates.
- C. Contractor is responsible for the correct handling, prompt storage, rotation and/or issue of food items.
- D. Provide exchangeable containers for fresh food items (such as fruits and beverages) to allow for immediate storage.
- E. Replace delivered meals that do not comply with Health and Safety Standards and replace items that do not maintain their storage life.
- F. Provide emergency prepared meals to mobile command posts without affecting the Detention Center food service operation.
- G. Inspect food orders prior to delivery to ensure the quality of items received to the City of Anaheim Police Department Detention Center Division meets Health and Safety Standards and are free of any form of tampering or spoilage.
- H. The Contractor will bear responsibility and cost of replacement of food found not to be delivered in accordance with applicable Health and Safety Standards and items (meals) found to be tampered with or spoiled or items that are not properly packaged and delivered in a condition not conducive for consumption.

### **5.8. Delivery Requirements**

- A. Contractor will be required to make deliveries as coordinated with City Representative. Contractor will be responsible to properly transport the meals to the detention center and must ensure the meals are transported in a manner that complies with applicable food safety regulations.
- B. The Detention Center Administrator or designee shall provide the Contractor written confirmation of the number of meals required to be served for each meal prior to service of that meal.
- C. Provide all meals are to be available at the times and in the quantities specified by the Detention Center Administrator or designee.
- D. Provide emergency Contact and Ordering Procedures
- E. Make emergency order deliveries within eight (8) hours of request.
- F. Make deliveries once a week as coordinated with APD.
- G. Ensure that all meals are individually prepackaged, frozen and delivered frozen so that they need only be heated in a convection oven.
- H. Note that the delivery vehicle will enter Detention Facility sallyport.

- I. Make deliveries weekly and as coordinated with APD and deliver to: Anaheim Police Department - 425 S. Harbor Blvd., Anaheim, CA 92805 - Delivery hours: Mon–Sun; 8:00am to 5:00pm.

### **5.9. Supply Requirements**

- A. Provide, if needed, any equipment necessary for the transportation of products, supplies, or personnel.
- B. Furnish all supplies, commodities, and equipment that are necessary for the efficient, sanitary, and economically sound operation and provision of the services specified. This shall include all cleaning and paper supplies.
- C. Ensure that all disposable utensils, plates, cups, etc., are biodegradable, recyclable, or reusable. Polystyrene is not desirable.
- D. Provide disposable utensils for all persons identified by staff as having communicable disease.

### **5.10. Security Requirements**

- A. The Contractor's employees are subject to all security regulations and procedures of the City of Anaheim Detention Center.
- B. The Contractor will follow established security procedures and will take direction from the correctional staff in an emergency situation.

### **5.11. Sanitation Requirements**

- A. Abide by all Federal, State, and local laws and ordinances regarding health, sanitation, and safety.
- B. Maintain all areas allocated for their use in a state of cleanliness that meets with the satisfaction of the State Detention Center Inspector or Health Department and City.

### **5.12. Reporting of Accidents/Incidents at the Detention Center**

- A. Contractor shall ensure that its employees immediately report any accidents or incidents of any unusual nature in writing to the Detention Manager or his designated representative.

### **5.13. Reports, Records and Inspection of Records:**

- A. Contractor shall keep full and accurate records of the meals supplied. A copy of the records shall be supplied to the Detention Center Commander or his designated representative with the monthly invoices. In addition, Contractor shall retain all records related to the services provided for six (6) years after the termination of the Contractor. All records related to the service provided under this request shall be available for auditing by the City of Anaheim at any time during regular working hours.

### **5.14. Permits**

- A. Contractor must and maintain throughout the entire term of the Contract all required permits for food handling and transportation of meals as required by the OC Department of Health as well as BSCC.

- B. All meals provided by the Contractor must meet the standards set forth by BSCC and verified/signed-off by a registered dietician.

**ATTACHMENTS:**

A - Model Contract - Inmate Meal Services for Detention Facility