

DEPARTMENT OF GENERAL SERVICES

Central Services Division

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REQUEST FOR PROPOSALS (RFP)  
RFP NO. 958-1104-22  
FOR  
JUVENILE DETENTION FOOD SERVICE PROGRAM

**RELEASE DATE: NOVEMBER 8, 2021**  
**RESPONSE DUE: FEBRUARY 18, 2022, 5:00 PM, PST**

SUBMIT PROPOSAL TO:	RFP COORDINATOR
<p>Solano County digitally via Bonfire E-Procurement Platform Solano County Portal website at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a></p>	<p>Karen Poole Phone: 707-784-6321 <a href="mailto:kdpoole@solanocounty.com">kdpoole@solanocounty.com</a></p>
<p>Any vendor participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the Solano County website at <a href="http://www.solanocounty.com">www.solanocounty.com</a> Include the application with your proposal. The County will post any changes and information relating to this RFP digitally via Bonfire E-Procurement Platform at <a href="https://Solanocounty.Bonfirehub.com">https://Solanocounty.Bonfirehub.com</a> . <b>PROPOSERS ARE RESPONSIBLE FOR FREQUENTLY CHECKING THE COUNTY’S WEBSITE FOR ANY CHANGES OR INFORMATION RELATING TO THIS RFP.</b></p>	
<p>“Smoking is not permitted in County Buildings or around Solano County campuses. Thank you in advance for your compliance.”</p>	

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**PUBLIC NOTICE**

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All Prospective Proposers:

We invite you to participate in this bidding opportunity. If you are interested, the RFP package may be downloaded from the Bonfire E-Procurement Platform, Solano County Portal at <https://solanocounty.bonfirehub.com/login>.

Notice is hereby given that proposals MUST be electronically submitted via the Bonfire website <https://solanocounty.bonfirehub.com/login>, no later than **February 18, 2022 5:00 PM**, Pacific Standard Time (PST), at which time, the County will access and evaluate all proposals in accordance with the County of Solano's specifications and contract documents. Any hard copy submissions, submissions via email, or late submissions will be retained in the file unopened and will be considered disqualified.

It is the responsibility of the proposers to ensure that electronically submitted proposals are successfully accepted in Bonfire before the proposal submittal deadline. The receipt time in the Bonfire website will be the governing time for acceptability of proposals. Please register with Bonfire website for uninterrupted notification and access to County bid opportunities.

The County will hold facility tour(s) at its Juvenile Detention Facility on **December 2, 2021**. Attendance is optional. Tours will be divided into groups, with a limit of two representatives per vendor.

Proposers shall visit the Bonfire website for any updates, changes or supplemental information regarding this solicitation prior to and after the proposal submission date.

Respectfully,

Karen Poole, Buyer  
RFP Coordinator

# Request for Proposal

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## 1. INTRODUCTION/STATEMENT OF PURPOSE

A. The Solano County Probation Department operates a juvenile detention facility and a treatment behavioral program called the Challenge Academy at 740 Beck Avenue, Fairfield, CA. The County of Solano, on behalf of its Probation Department, is seeking proposals from qualified vendors to enter into a sliding-scale price contract with a food service management company (FSMC) to provide in-house full food service operation to youths housed in the juvenile detention facility, the Challenge Academy, and the RISE Realignment Program. The purpose of this Request for Proposals (RFP) is to define the County's minimum requirements, solicit proposals, gain adequate information by which the County may evaluate the services offered by Proposers, and as a result, enter into a sliding-scale price contract with the successful Proposer that will meet the following objectives:

1. To maintain or exceed applicable standards set forth in the American Correctional Association's *Standards for Local Detention Facilities*; the Food and Nutritional Board of the National Academy of Science's *Dietary Reference Intakes for Energy, Carbohydrate, Fiber, Fat, Fatty Acids, Cholesterol, Protein, and Amino Acids*; and all federal, state and local laws and regulations, including the State of California's *Title 15 of the California Code of Regulations*, U.S. Department of Agriculture regulations related to food handling, preparation distribution, and purchase of surplus foods, and the County's *Policies and Procedures*.
2. To deliver high quality food service that meets or exceeds established nutritional and health standards while providing menu variety, to accommodate special diet where medically necessary, and maintain a financially viable food service program
3. To present meals that are acceptable to youths in taste and appearance, to include food preparation methods, food textures, visibly pleasing color combinations and fullness of plate.
4. To implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.
5. To operate the food service program in a professional, humane manner with respect to the youth's rights to basic health and nutritional standards and religious beliefs.
6. To provide monthly holiday or event meals as an effective morale booster with the anticipated outcome of curbing unwanted behavior.
7. To operate and manage the food service program in a cost-effective and efficient manner that includes optimal staffing, purchasing U.S.D.A. surplus commodities and recycled products, energy conservation, and recycling excess food waste.
8. To adequately prepare and equip staff, updating their skills and knowledge of safe and sanitary food handling procedures through establishment of a continuing food service education program.
9. To educate youths of dietary needs and the importance of eating nutritious and healthy meals.
10. To maintain detailed records, including but not limited to, meal counts, menus and purchases,
11. To maintain an open collaborative relationship between County and service provider.

**B. To be competitive in this solicitation, the Proposer must:**

1. Carefully read the entire RFP, attachments, exhibits, addenda, and the County's responses to Proposer's questions before submitting a proposal.
2. Ask appropriate questions or request clarification before the deadline in the RFP.
3. Submit all required responses by the required deadlines.
4. Follow all instructions and requirements of the RFP thoroughly and appropriately.

**C. Contract Duration**

The term of the awarded contract is three years. The selected FSMC shall commence providing services under the contract on July 1, 2022 and continue through June 30, 2025. After careful consideration, the County may annually renew the contract for two additional one-year periods upon agreement of both parties.

**D. Letter of Intent to Propose**

Proposers must electronically send a Letter of Intent to Propose to the RFP Coordinator no later than the Letter of Intent to Propose deadline date detailed in Section 4, RFP Schedule of Events, using the form provided by the County (Attachment G) completed, signed, and either faxed or e-mailed in pdf format to the RFP Coordinator. Vendors may withdraw their Letters of Intent to Propose at any time before the deadline for submitting a proposal by submitting a formal request. Submittal of a Letter of Intent to Propose, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt or notification of RFP amendments and other communications regarding the RFP.

**E. Proposal Submission Method and Deadline**

Electronic submission of Proposals via Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com> are due no later than the time and date set forth in the Schedule of Events. Proposals may not be delivered orally, or by U.S mail or courier service such as FED EX, UPS, etc., nor by facsimile transmission, or by other telecommunication means.

**F. Proposal Expiration**

All proposals shall remain firm for a period of one year, including terms and pricing, after the submission date deadline.

**G. Assistance to Proposers with a Disability**

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Schedule of Events.

## H. RFP Errors

1. If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Proposer must immediately notify the County of the error in writing and request clarification or a modification of the RFP. If the Proposer fails to notify the County of the error prior to the date for submission of proposals, and is awarded the contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

2. The County reserves the right to reject any or all proposals, and to waive any variances, errors or corrections in a proposal or in the proposal process provided such action is in the best interest of the County. Where the County waives youth variances in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any youth variance, the County may hold any proposal to strict compliance with the RFP.

## 3. SCOPE OF SERVICES SUMMARY

A. Proposer will be expected to manage and operate the Juvenile Detention Facility in-house food service program, including the Challenge Academy and the RISE Realignment Program, by providing three (3) meals per day, seven (7) days per week, with a minimum of two (2) hot meals per day. County meal schedule is as follows: breakfast served at 7:00 a.m., lunch served at 11:45 a.m., dinner served at 4:45 p.m., including one snack to be consumed later on that day (Meal schedule might be subject to change based on facility needs).

Proposer shall be responsible for:

1. Staffing. Proposer will be expected to adequately staff the Probation Department's Juvenile Detention Facility kitchen, located at 740 Beck Avenue, Fairfield, CA, as well as any off-site locations required under their proposal;
2. Menu Planning. Proposer will be expected to develop a 21-day cycle menu plan that adheres to applicable laws and regulations and addresses the needs of the County.
3. Minimum Purchasing Grades or Standards. Proposer will be expected to provide an appealing and nutritionally sound program as economically as possible;
4. Inventory Control. Proposer will be expected to purchase, receive, and inventory all food products and other sundry items;
5. Meal Preparation and Delivery. Proposer will be expected to establish a quality control process to comply with food handling standards and ensure planned menu is followed appropriately, and
6. Food Acceptability. Proposer will be expected to establish a food acceptability process to include monitoring food preferences and receiving, addressing, and resolving food related complaints;
7. Menu Modification. Proposer will be expected to establish a menu modification process to respond to significant changes in demographics and enable the County to request limited menu changes;

8. Routine Cleaning of Kitchen, Dining and Storage areas. Proposer will be expected to perform all day-to-day cleaning and periodic comprehensive cleaning of food service areas and equipment, and wash and sanitize all reusable serving trays and other smallwares;
9. Oversight of Equipment Maintenance. Proposer will be expected to establish an equipment preventative maintenance program and provide periodic reports;
10. Hazardous Materials. Proposer will be expected to establish and maintain a hazardous materials log;
11. Smallwares. Proposer will be expected to purchase and provide all smallwares necessary for food service operations;
12. Cleaning Supplies. Proposer will be expected to purchase and provide all cleaning supplies necessary for food service operations;
13. Safety Data Sheets. Proposer will be expected to provide all Material Safety Data Sheets.
14. Office Equipment. Proposer will be expected to provide all necessary office equipment;
15. Food Service Operation Manual. The Proposer will be expected to establish and/or update the Facility Food Service Operation Policy and Procedure Manual;
16. Nutritional Workshop. Proposer will be expected to establish a quarterly nutritional workshop to educate youths about the importance of eating nutritious and healthy meals; and
17. Inspections and Audits. Proposer will be expected to assist County with state inspections.

#### **4. GENERAL PROPOSAL INFORMATION AND GUIDELINES**

##### **A. Communications Regarding the RFP**

Upon release of this RFP, all vendor communications concerning this procurement should be in writing (preferably e-mail), must include the RFP identification number 958-1104-22 and be directed to the RFP Coordinator.

RFP Coordinator:

Karen Poole  
675 Texas St, Ste. 2500  
Fairfield, CA 94533  
Email: kdpoole@SolanoCounty.com  
Phone: (707) 784-6321  
Fax (707) 784-6320

B. In accordance with Section 4.C. of this RFP [Pre-Proposal Conference and Facility Tour]. Proposers may request clarification or information, in person, at the pre-proposal conference or during the facility tour. Any oral communications outside the pre-proposal conference and facility tour shall be considered unofficial and nonbinding on the County. The County shall respond in writing to written communications received by the deadline specified in the RFP Schedule of Events, posting electronic copies of its written responses on Solano County's website and notifying all vendors submitting a *Letter of Intent to Propose*. Such response shall constitute an amendment to the RFP. Unauthorized contact regarding the RFP with other County employees of the procuring county agency may result in disqualification.

**C. Pre-Proposal Conference and Facility Tour**

County will host pre-proposal conferences and facility tour(s) for all potential Proposers scheduled at the time and date detailed in Attachment A of this RFP, which will be held at the Solano County Juvenile Detention Facility, 740 Beck Avenue, Fairfield, CA. Attendance is optional. Specific questions concerning the RFP should be submitted in writing before the pre-proposal conference so that the County may prepare responses before the conference. Additional questions shall be entertained at the conference; however, responses may be deferred and provided at a later date. Due to the complexity of factors related to services requested, including but not limited to, equipment and logistics. Each vendor may send a maximum of 2 representatives and must follow all of the facility's COVID safety protocols described in Attachment A.

**D. Proposal Submittal and Withdrawal**

All proposals must be submitted to the RFP Coordinator by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events. The County will not pay any costs associated with the preparation, submittal, or presentation of any proposal. To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

**E. Proposal Amendments, Errors or Incorrect Information**

The County will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the County. Proposers are liable for all errors or omissions contained in their proposals. If the County determines that a Proposer has provided for consideration in the evaluation process or contract negotiations incorrect information which the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

**F. RFP Amendment, Cancellation and Right of Rejection**

The County reserves the unilateral right to amend this RFP in writing at any time. If an amendment is issued and posted on the County website, County will notify all vendors submitting a Letter of Intent to Propose. Proposers must respond to the final written RFP and any exhibits, attachments, and amendments. The County also reserves the right, at its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.

**G. Rejection or Disqualification of Non-Responsive Proposals**



Any proposal received that does not meet the requirements of this RFP may be considered to be non-responsive and/or a counteroffer, whereby the proposal may be rejected. Other actions whereby a proposal may be determined to be non-responsive, include, but are not limited to, the following:

1. Proposers may not restrict the rights of the County or otherwise qualify their proposals by submitting the Proposer's own contract terms and conditions in a response to this RFP.
2. Proposer fails to follow specified format or instructions.
3. Proposer fails to fully complete proposal.
4. Proposer fails to meet mandatory requirements.
5. Proposer submits more than one proposal or multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor).
6. Proposers include proposals for alternate services (i.e., proposals that offer something different from that requested by the RFP) and/or additional services (i.e., proposals that offer something extra from that requested by the RFP).

#### **H. Conflict of Interest and Proposal Restrictions**

Any individual, company, or other entity involved in assisting the County in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP. Furthermore, no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP. Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a county agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

#### **I. Disclosure of Proposal Contents Including Proprietary Information**

All proposals and other materials submitted in response to this RFP procurement process become the property of the County of Solano. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Upon the final contract award, indicated by the Board of Supervisor's execution of the contract, the proposals and associated materials shall be open for review by the public to the extent allowed by the California Public Records Act, (Government Code sections 6250-6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

The master copy of each proposal shall be retained for official files and will become public record after the final award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government Code §6250 et seq.). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any information that is released by the County shall constitute a complete waiver of all claims for damages caused by any release of the information. If a

public records request for labeled information is received by the County, the County will notify the Proposer of the request and delay access to the material until ten working days after receipt of the public records request. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

**J. Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the County and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

**K. Independent Price Determination**

A Proposal must not result from any collusion between Proposers. The County will reject any proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the County will consider any such actions to be grounds for proposal rejection or contract termination.

**5. SCHEDULE OF EVENTS**

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors that submitted a *Letter of Intent to Propose*.

	<b>EVENT</b>	<b>DATE</b>	<b>TIME (PST)</b>
<b>1</b>	County Issues RFP	November 8, 2021	
<b>2</b>	Deadline for Proposers with a Disability to Make Accommodation Requests	November 15, 2021	5:00 PM
<b>3</b>	Optional Pre-proposal Conference/Tour	December 2, 2021	Starting at 9:00 AM
<b>4</b>	Deadline for <i>Letter of Intent to Propose</i>	December 10, 2021	4:30 PM
<b>5</b>	Deadline for Written Comments.	December 20, 2021	5:00 PM
<b>6</b>	County Issues Responses to Written Comments.	January 7, 2022	5:00 PM
<b>7</b>	Deadline for Submitting a Proposal	February 18, 2022	5:00 PM

8	County Completes Evaluations	March 21, 2022	
9	County Sends a written Evaluation Notice to Proposers	March 25, 2022	
10	Contract Negotiation Starts	April 11, 2022	9:00 AM
11	Board of Supervisors Approval and Execution of Contract as Authorized County Signatory	TBD	9:00 AM
12	Anticipated Contract Start Date	July 1, 2022	

## 6. PROPOSAL REQUIREMENTS AND INSTRUCTIONS

A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.

### A. General Requirements

Proposers must fully complete the Service Proposal in the on-line format required by the County (See Section D - Proposal Format), responding to every question and attaching all necessary requested documents. Proposals must not contain extraneous information. All information presented in a proposal must be relevant in response to a requirement of this RFP, must be clearly labeled with the subject requirement in this RFP, and, if not incorporated into the body of the proposal itself, must be referenced to and from the appropriate place within the body of the proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

### B. Mandatory Requirements

Each Proposer must meet all six (6) requirements listed below before their proposal is accepted for evaluation.

1. Proposer must complete and execute RFP Transmittal Form (face page of on-line Proposal Form, Attachment B).
2. Proposer must have been in business providing institutional and/or other volume food service to governmental agencies, school districts, or large corporations for a minimum of three (3) years.
3. Proposer must demonstrate its financial responsibility and stability by providing the following:
  - Written positive bank reference;
  - Copy of positive credit rating from a credit agency;
  - Two current written positive credit references from vendors/suppliers;
  - Copies of current valid certificates of liability insurance including general liability, professional malpractice, automobile liability, and workers compensation liability; and
  - Assertion that within the last ten (10) years, Proposer has not defaulted on any loan or similar agreement nor filed or had filed against it, any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.

4. In the Transmittal Form, Proposers must acknowledge that the Proposer has reviewed the Solano County Standard Contract (Exhibit 1 of this RFP) and has accepted the terms with or without qualification. If the Proposer makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. [Note: Exhibits A and B (the scope of work and budget detail and payment provisions) for the contract, will be finalized during the contract negotiation process.] If the Proposer makes no qualifications to the contract, including exhibits, then it shall be deemed that the Proposer accepts these items without reservation or any qualifications.
5. Proposer must execute certification and assurance of compliance with federal/State/County laws and regulations referenced in the on-line proposal form.
6. Proposer must provide a 21-day cycle menu example developed in accordance with Title 15 for Juvenile Facilities provisions
7. Proposer must complete the Authorization Agreement (Attachment C).

### **C. Electronic Proposal**

In order to submit an electronic proposal and to subscribe with Bonfire E-Procurement to receive electronic notifications regarding this and other bidding opportunities of the County, visit the free Vendor Registration page at <https://solanocounty.bonfirehub.com> and follow the instructions provided.

### **D. Proposal Format**

Notwithstanding the hard format imposed by the online proposal form, the Proposers must follow all additional formats set forth herein:

- The proposal must be submitted with a cover letter describing the proposer's interest and commitment to the proposed project.
- The cover letter must state that the proposal is valid for a full year period and include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed. The person authorized by the proposer to negotiate a contract with the County must sign the cover letter.
- The proposal (excluding the cover letter, resumes and other exhibits or attachments) may not exceed a total of 25 single-sided pages, 8.5" x 11" numbered pages
- All proposal pages, including attachments, must include the following:
  - Header – Service Proposal in Response to RFP# 958-1104-22
  - Footer – Sequenced page numbers
- All responses, as well as any reference material presented, must be written in English, adhering to character limits where applicable
- All monetary amounts must be detailed in United States currency and rounded to the nearest cent
- Where appropriate, foldouts containing charts, spread sheets, and oversize exhibits are permissible, provided they are clearly and properly labeled.

*Failure to follow the specified format may, at the County's sole discretion, result in the rejection of the proposal.*

### **E. Proposal Content**

The proposal as a whole and each individual response to a question must be specific unto themselves. For example, "See Enclosed Manual" shall not be considered an acceptable response or proposal.

**F. Proposal Condition**

The proposal must be clean and suitable for copying.

**G. Signatures**

All signatures must be handwritten, legible and written in **BLUE** ink. Signature stamps are prohibited.

**H. Transition Plan**

In the event that the successful Proposer is not the current service provider, the Proposer shall work with County staff and current service provider to develop a County-acceptable transition plan to address purchasing, inventory, and other issues that may impede or interrupt the continued flow of services. The successful Proposer shall submit the written transition plan to the County for approval by May 1, 2022 and shall implement all planned procedures by deadlines established within the transition plan. In accordance with Section 7.C. of this RFP *Effective Date*, the County shall not incur any liability resulting from performance related to the development or implementation of the transition plan.

**I. Compliance with Laws and Regulations**

Proposers must comply with all the terms of this RFP and all applicable federal, State and County laws and regulations applicable. In addition, Proposer shall comply with the Juvenile Facility rules and regulations including the Prison Rape Elimination Act (PREA) that prohibits sexual misconduct including but not limited to completing mandatory training, report all allegations of sexual abuse, sexual harassment, or any other inappropriate sexual misconduct to the facility's designated investigator.

**J. Joint Ventures and Partnering**

The County will not consider a joint proposal submitted by two or more entities.

**6. EVALUATION, SELECTION AND AWARD PROCESS**

**A. Proposal Evaluation**

The evaluation process is designed to award the procurement, not necessarily to the Proposer with the lowest price, but rather to the Proposer who is fully qualified and best suited among those submitting proposals. The RFP Coordinator will open and review all proposals, on or after the date and time specified in the Schedule of Events, to determine compliance with basic proposal requirements as specified in this RFP, including, but not limited to, documentation of mandatory requirements. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Selection Team, comprised of three or more members, shall review the proposal to determine:

1. Whether the proposal meets the necessary requirements for further evaluation;
2. Whether clarification(s) or correction(s) are needed. The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall

be limited to specific sections of the proposal identified by the County and, if held, shall be after initial evaluation of proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing; or

3. Whether the proposal should be considered nonresponsive.

The RFP Coordinator and Proposal Selection Team will evaluate responsive proposals based on the evaluation criteria in this RFP and NOT against other proposals. The table below represents the categories that shall be considered in the evaluation of proposals, their respective maximum points assigned, and the evaluator.

<b>CATEGORIES</b>	<b>MAXIMUM POINTS POSSIBLE</b>	<b>EVALUATOR</b>
Price per Meal / Fee Proposal	<b>30</b>	RFP Coordinator
Qualifications and Experience	<b>15</b>	Proposal Selection Team
21 Day Menu Development	<b>20</b>	Proposal Selection Team
Service Approach	<b>20</b>	Proposal Selection Team
Education and Training	<b>5</b>	Proposal Selection Team
Collaborative Partnership	<b>10</b>	Proposal Selection Team
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>	

#### **B. Proposal Selection and Award**

Upon completion of scoring by the Proposal Selection Team, the RFP Coordinator shall calculate the average Service Proposal score (rounded to the nearest two decimal places) for each proposal, rank the proposals by score (highest to lowest), and forward results to the head of the procuring agency for consideration. With respect to proposal scores and final consideration of all pertinent information available, the County shall issue a written Evaluation Notice to all Proposers, identifying the apparent best evaluated Proposer. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. The County reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure unless the County deems the procedure in its best interest. Therefore, each proposal should be initially submitted on the most favorable terms the Proposer can offer.

After issuing the Evaluation Notice, County and apparent best evaluated Proposer will enter final negotiations. If a satisfactory contract can be reached, the contract shall be awarded to the Proposer subject to Board of Supervisors approval; however, if the Proposer fails to sign and return the contract drawn pursuant to this RFP and

final contract negotiations within five (5) business days of its delivery to the Proposer, the County may determine, at its sole discretion, that the Proposer is non-responsive to the terms of this RFP and reject the proposal. In the event that a satisfactory contract cannot be reached, the County will enter negotiations with each subsequent ranked Proposer until a satisfactory contract can be established or until the Proposal Selection Team determines that rejection of all proposals is in the best interest of the County.

**C. Grievance Procedures**

Any actual Proposer who wishes to protest the Evaluation Notice may submit a protest. The protest must be submitted in writing to the Director of General Services within seven (7) working days after such Proposer knows or should have known of the facts giving rise to the protest, but in no event later than seven (7) working days after the date of the Evaluation Notice. The letter should clearly state the reasons and basis for the protest. The protest must also state the law, rule, regulation, or policy upon which the protest is based.

The Director of General Services shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall state the reason for the action taken and inform the protester that a request of further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after the date of the decision by the Director of General Services.

**D. Public Inspection of RFP Files**

The RFP files shall be made available for public inspection after final contract award and upon receipt of a written public record request subject to Section 3.I. of this RFP [Disclosure of Proposal Contents Including Proprietary Information]. Due to the contract effective date of July 1, 2022, Proposers wishing to inspect RFP files are encouraged to submit written requests on or after the anticipated contract execution date of June 20, 2022.

**E. Use of Services by Other County Departments, Local Agencies or Non-Profit Entities**

Proposer must extend comparable services to any other Solano County department, local agency, or non-profit entity wishing to use the provisions, terms, and pricing of the final contract resulting from award of the RFP. Such additional services must be written into a separate contract and executed by the parties. It is understood that these departments, agencies, and non-profit entities shall make purchases in their own name, make direct payment, and be liable directly to vendor. The originating County department shall in no way be responsible to vendor for these purchases.

**7. PROPOSED CONTRACT**

**A. Proposed Contract**

Exhibit A of the proposed contract details the minimum scope of services and deliverables that the County requires. Exhibit B of the proposed contract details the payment terms and conditions. The proposed contract contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

## **B. Contract Negotiation**

The apparent best evaluated Proposer shall be prepared to enter into a contract with the County which shall be substantially the same as the contract included in this RFP. The County reserves the right to add and/or modify terms and conditions deemed to be in the best interest of the County prior to the contract being executed. Any such terms and conditions shall be deemed to be within the scope of the RFP and shall not affect the basis of proposal evaluations. Moreover, during the negotiation period, the County and Proposer may agree to add additional services, within the general scope of services outlined in the RFP, to the Contract.

## **C. Effective Date**

Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the Contractor (i.e., successful Proposer) and the head of the procuring County agency and after the contract is signed by all other County officials as required by County ordinances and regulations to establish a legally binding contract. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by County officials.

## **D. RFP and Proposal Incorporated into Final Contract**

This RFP and the successful proposal shall be incorporated into the final contract, including any products or services which are not specifically requested in this RFP, but are necessary for Proposer to fulfill its responsibilities.

The County will award the contract based on a review and analysis of the proposals that determines which proposal presents the best value, is most advantageous to and best meets the needs of the County. Accordingly, the County may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple proposer. Following the review and analysis of all responsive proposals and contract negotiations, the County will make a recommendation to the Board of Supervisors for its consideration.

## **8. TERMS AND CONDITIONS**

*The County's Purchasing & Contracting Policy Manual, found at <http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=21595>, is fully incorporated into and made a part of this RFP by this reference and governs this RFP.*



## **9. ATTACHMENTS AND EXHIBITS**

ATTACHMENT A: PRE-PROPOSAL CONFERENCE FACILITY TOUR INSTRUCTIONS  
ATTACHMENT B: TRANSMITTAL FORM  
ATTACHMENT C: AUTHORIZATION AGREEMENT  
ATTACHMENT D: DEBARMENT CERTIFICATION FORM  
ATTACHMENT E: SOLANO COUNTY RESERVATIONS  
ATTACHMENT F: SIGNATURE PAGE  
ATTACHMENT G: INTENT TO PROPOSE FORM  
ATTACHMENT H: QUESTIONS AND ANSWERS FORM  
ATTACHMENT I: RFP CHECKLIST  
ATTACHMENT 1: 21 - DAY CYCLE MENU

EXHIBIT 1: COUNTY STANDARD CONTRACT (SAMPLE)  
EXHIBIT A: SCOPE OF WORK  
EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS  
EXHIBIT B-1: SAMPLE INVOICE  
EXHIBIT C: GENERAL TERMS AND CONDITIONS  
EXHIBIT D: SPECIAL TERMS AND CONDITIONS  
    D-1: DRUG-FREE WORKPLACE CERTIFICATION FORM  
    D-2: CHILD/ADULT ABUSE CERTIFICATION FORM  
    D-3: HIPAA CERTIFICATION FORM  
    D-4: COMMUNICATIONS AND INTERPERSONAL RELATIONS POLICY

**PRE-PROPOSAL CONFERENCE AND FACILITY TOUR INSTRUCTIONS**

Please note that attendance is not a prerequisite for submitting a proposal.

The County will host 30 minutes pre-proposal conference/facility tour(s) for all potential Proposers in groups of no more than 2 representatives per vendor following the schedule below.

**Tours begin at 9:00 a.m. on Thursday December 2, 2021**

Where: 740 Beck Avenue, Fairfield, CA 94533

First Group	Start Time 9:00 AM
Second Group	Start Time 10:00 AM
Third Group	Start Time 11:00 AM
Fourth Group	Start Time 1:15 PM

\* Additional groups may be accommodated if necessary

Contractors must limit the number of persons attending and comply with all County staff instructions while participating in the job walk. Job walks will be limited to the number of people that may safely be in the proposed space while complying with all applicable COVID-19 related orders and best practices. This may also limit or affect the sharing of information during the job walks. The County will endeavor to provide attendees with all relevant information. Submitting questions in writing before the job walk is strongly encouraged.

**Instructions:**

- Prospective Proposers must email RFP Coordinator at least 48 hours in advance to book a time for their tour. Available times will be scheduled on a first come first served basis.
- Please be advised that all visitors entering the facility must comply with COVID-19 safety protocols and wear face coverings at all times.
- Maintain social distancing by standing and walking a minimum of six (6) feet apart.
- Prior to entry, all visitors must respond to COVID-19 screening questions.
- Individuals who refuse to participate in the screening process or answer YES to any screening question will be denied access to the facility.
- Individuals might be subject to a rapid COVID test in absence of proof of vaccination or proof of negative COVID test within the previous 48 hrs.
- Specific questions concerning the RFP should be submitted in writing before the pre-proposal conference so that the County may prepare responses before the conference.
- The County will entertain additional questions at the conference; however, responses may be deferred and published on the County's website at a later date.
- Prospective Proposers may not contact any sites or employees outside of the scheduled visit.
- Prospective Proposers may not take pictures during the tour as the County has not obtained releases from parents, students, and employees.
- The County appreciates all prospective Proposers abiding by our request to keep the disruption caused by the visit to a minimum

**ATTACHMENT B**

**REQUEST FOR PROPOSAL TRANSMITTAL FORM**

	<b>COUNTY OF SOLANO PROBATION DEPARTMENT</b>	ISSUE DATE	<b>November 4, 2021</b>	
		RFP NUMBER	<b>958-1104-22</b>	
<b>RFP and Attachments may be found on Solano County's website</b>				
<b>1.1</b>	The undersigned offers and agrees to furnish the services listed in this document at the prices and terms stated, subject to the terms and conditions of this Request for Proposal. Proposal shall remain valid for one year after the submission date deadline and thereafter in accordance with any resulting contract between the Proposer and the County.	Proposals should be submitted via Bonfire E-Procurement Platform at:  <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a>  Proposals will not be accepted after 5:00 p.m. on:		
<b>1.2</b>	The undersigned acknowledges that the terms and conditions in the County's Proposed Contract (Attachment B of this Request for Proposal) has been reviewed and accepted <input type="checkbox"/> with qualification <input type="checkbox"/> without qualification If qualifications are involved, please attach a separate page(s) identifying those items requiring adjustment or modification along with any suggested modifications to the contract.	<b>FEBRUARY 18, 2022</b>  RFP Coordinator: Karen Poole Phone Number: (707) 784-6321 Email Address: kdpoole@solanocounty.com		
<b>1.3</b>	The undersigned asserts that subcontractors will be used. <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, please attach a separate page identifying the name(s) of the subcontractors along with complete mailing addresses, and the scope and portions of the work the subcontractors shall perform. In addition, please attach a copy of the joint venture or partnering agreement.	<b>Proposer RFP Main Contact:</b> Name: Title: Address: Floor:                      Suite:                      Room:		
<b>1.4</b>	The undersigned asserts that any individuals who shall perform work under this contract have no possible conflict of interest. <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, please attach a separate page describing the nature of the conflict.	City: State:  Zip Code:		
<b>1.5</b>	The undersigned asserts that Proposer and any individuals, including employees, agents, independent contractors, or subcontractors, who shall perform work under this contract have not been convicted of, pled guilty to, or pled nolo contendere to any felony. <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, please attach a separate page describing relevant details.	Phone Number: (    )    -    - Facsimile Number: (    )    -    - Cell Number (optional): (    )    -    - Email Address:		
<b>FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE</b>				
CONTRACTOR'S NAME		FED EMPLOYER ID NO.		
SIGNATURE		/ / DATED		
PRINTED NAME		If signature is other than company President or business owner, <b>evidence showing authority to bind the company must be attached.</b>		
TITLE				

## MANDATORY REQUIREMENTS

Zero Points Possible as the response merely indicates whether the Proposer meets the minimum qualifications imposed by the County to be considered for the award.

1. Completion and execution of the Request for Proposal Transmittal Form.

YES

NO

2. Documentation of business service provided to customers and number of years performing same or similar services sought under this RFP. Complete table below.

Customer	Service Provided	Number of Years
Government agencies		
School districts		
Large corporations		

3. Documentation of financial responsibility and stability. Complete checklist and assertion statements below:

Attachment Checklist	RFP Reference Number	Page Number
<input type="checkbox"/> Current written positive bank reference	B.3	11
<input type="checkbox"/> Copy of positive credit rating	B.3	11
<input type="checkbox"/> Two current written positive credit references from vendors/suppliers	B.3	11

Assertion Statements:

a) Within the last ten (10) years, Proposer **has not** defaulted on any loan or similar agreement. If such a default occurred prior to 2021, please provide an explanation outlining relevant details below (Max limit = 2,000 characters).

b) Within the last ten (10) years, Proposer **has not** filed or had filed against it, any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If such an action occurred prior to 2021, please provide an explanation outlining relevant details below (Max limit = 2,000 characters).

**4. CERTIFICATION OF COMPLIANCE**

Proposer Name:
----------------

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer’s compliance with:

- a) The laws of the County of Solano:  
<https://www.codepublishing.com/CA/SolanoCounty/>
- b) Title VI of the federal Civil Rights Act of 1964;  
<https://www.justice.gov/crt/fcs/TitleVI-Overview>
- c) Title IX of the federal Education Amendments Act of 1972;  
<https://www.justice.gov/crt/title-ix-education-amendments-1972>
- d) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;  
<https://justice.gov/imd/hr/order/doj12001-part-4-equal-employment-opportunity>
- e) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;  
<https://www.ada.gov/pubs/adastatute08.html>
- f) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America.
- g) The condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- h) The condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

<b>CERTIFICATION AND ASSURANCE</b>
------------------------------------

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

SIGNATURE	DATED
PRINTED NAME	TITLE

**PRICE PER MEAL / FEE PROPOSAL**

Maximum Points Possible: **30**

5. At a minimum, Proposers must consider the following when calculating the price per meal. Please check all applicable boxes to demonstrate cost was included in price per meal or check the "N/A" box where appropriate.
- Food cost** (must be directly related to the "as served" portion size of each menu item included in the proposed menu combined with the estimated number of regular, late, medical/special diet, holiday, special event and visitor meals and snacks).
  - Supplies expense** (for service ware, packaging, consumable and non-consumable paper products, cleaning products, and miscellaneous supplies).
  - Labor cost** (salary, benefits and payroll taxes for full time or part time on-site food service manager or director)
  - Equipment cost** (for installation and maintenance of any equipment not supplied by but approved for use by the County). N/A
  - Instructive cost** (for establishment of a continuing food service education program for County staff and educational workshops related to the importance of eating nutritious and healthy meals for youths).
  - Administrative cost** (for direct or indirect costs associated with the administration and management of the contract which are not reflected in the food cost, supplies expense, labor cost, equipment cost, or instructive cost, such as costs for recordkeeping, billing, insurance, administrative overhead, etc.).
  - Other costs** (be sure to identify cost element and provide a brief description below - Max limit = 1,000 characters). N/A

**5.A. Proposers must submit a 3-year fee proposal based on a sliding-scale cost model based on the scale below.**

Population	Breakfast	Lunch	Dinner
0-10			
11-15			
16-20			
21-25			
26-30			
31-35			

36-40			
41-45			
46-50			
51 and over			

**QUALIFICATIONS and EXPERIENCE**

Maximum Points Possible: **15**

Organizational Profile

6. Form of business:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Individual                | <input type="checkbox"/> Sole Proprietor        | <input type="checkbox"/> Partnership   |
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Non-profit Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other:                 |  |

7. Description of organization's:

Corporate and regional organizational structure (Max limit = 3,000 characters)

Number of employees and their longevity (Max limit = 3,000 characters)

Client base (Max limit = 3,000 characters)

Corporate support of local operations (Max limit = 3,000 characters)

8. Describe organization's achievements in providing correctional food service management. Be sure to list any ayouth received and the awarding agency. (Max limit = 5,000 characters)

9. List all current contractual relationships with County of Solano and all those completed within the previous five (5) year period or check  N/A:

Term (mmyy)	Department	Brief Description of Services (Max limit = 500 characters)
/ - /		

/ - /		
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Note: Current or prior contracts with the County are NOT a prerequisite to being awarded the maximum available points for the Qualifications and Experience category.

**Objective:** *To implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.*

10. Brief descriptive statement indicating credentials to deliver the services sought under this RFP. (Max limit = 5,000 characters)

11. Name the proposed on-site food service manager or director and briefly describe their qualifications. Your description should include education, experience, knowledge of required standards, and length of service with organization. (Max limit = 3,000 characters)

Attach a copy of proposed food service manager or director's resume. Complete checklist below.

Attachment Checklist
<input type="checkbox"/> Resume of food service manager or director

12. List at least three (3) customers (i.e., three accounts currently receiving service or accounts where service has been completed, with at least one account having been managed by the proposed food service manager or director) and attach their customer references:

Term (mmyy)	Account Name	Brief Description of Services (Max limit = 500 characters)
/ - /		
/ - /		
/ - /		

Note: Customer accounts should be around the same size or larger than Solano County.

**Objective:** *To deliver high quality food service that meets or exceeds established nutritional and health standards while providing menu variety that demonstrates low repeatable frequency rates for meats, fruits/vegetables and desserts and is reflective of the diverse ethnic population served.*

13. Name the proposed registered dietitian and briefly describe their qualifications. Your description should include credentials/certifications, education, experience, continuing professional education, knowledge of required standards, and length of service with organization. (Max limit = 3,000 characters)



Attach a copy of proposed registered dietitian's resume and license issued by the Commission on Dietetic Registration, the credentialing agency for the American Dietetic Association and/or other medical and nutritional organizations. Complete checklist below.

Attachment Checklist
<input type="checkbox"/> Resume and CDR license of dietitian

**MENU DEVELOPMENT**

Maximum Points Possible: **20**

**Objective:** *To deliver high quality food service that meets or exceeds established nutritional and health standards while providing menu variety that demonstrates low repeatable frequency rates for meats, fruits/vegetables and desserts and is reflective of the diverse ethnic population served.*

**14. Attach a 21-day cycle menu in adherence to Title 15 Diet Standards for Juvenile Facilities** , upon which the price per meal is calculated together with the “as served” portion sizes of each menu item. The proposed menu cycle must be based on and adhere to the following menu planning requirements:

Attachment Checklist	RFP Reference Number	Page Number
<input type="checkbox"/> 21-day menu cycle	<b>3.A.2</b>	<b>6</b>

- ✓ 3 meals per day, 7 days a week, with a minimum of 2 hot meals per day including one snack
- ✓ Daily menu shall be based of maximum 3,000 calories per day with the exception of medical diet(s) which will be determined by a physician, facility manager or dietitian.
- ✓ Consideration of diverse ethnic population served, regional and juvenile preferences
- ✓ Food items within the meat, fruit/vegetable and dessert groups must be varied within the week and not repeated on the same days of the consecutive weeks
- ✓ Meeting the applicable standards set forth in the American Correctional Association's Standards for Local Detention Facilities; the Food and Nutritional Board of the National Academy of Science's Dietary Reference Intakes for Energy, Carbohydrate, Fiber, Fat, Fatty Acids, Cholesterol, Protein, and Amino Acids; and all federal, state and local laws and regulations, including the State of California's Title 15 of the California Code of Regulations
- ✓ Variety of food preparation methods (e.g., baking, broiling, boiling, frying), flavors, textures, temperatures, color combinations, sizes and shapes, and appearance

- ✓ Seasonal availability of food items
  - ✓ Clearly defined descriptions of food items to include detailed portion sizes (i.e., raw weight, cooked weight, and volume measurements)
  - ✓ Condiments or garnishes added to the meal to provide personal satisfaction and/or additional nutrition (e.g., salad dressing, salt, pepper, mustard, or ketchup)
  - ✓ Item by item computerized nutritional analysis indicating food specifications (i.e., calories, protein, fat, cholesterol, sodium, calcium, iron, dietary fiber, and vitamins) and a comparison summary to RDA values
  - ✓ Registered dietitian certification of both the proposed menu and item by item computerized nutritional analysis
  - ✓ County restrictions
    - Avoid excess fat calories (no more than 30% of daily calories)
    - No sulfite additives
  - Ground beef may be used in entrees no more than 3 times in any 7 day period
15. Supported by the menu submitted, describe organization's approach to menu planning with respect to providing a healthy balanced meal. Your description should include, but not be limited to, protein; servings of fruits and vegetables; portion control; fat content; and conformity to the Recommended Dietary Allowances and/or Dietary Reference Intakes, as adjusted for age, sex, and activity, standardized by the National Academy of Sciences and applicable laws and regulations.
16. Supported by the menu submitted, describe organization's approach to menu planning with respect to the diverse ethnic population served. Your description should include, but not be limited to, appropriateness related to population and ethnic and regional preferences.

**Objective:** *To present meals that are acceptable to youths in taste and appearance, to include food preparation methods, food textures, visibly pleasing color combinations and fullness of plate.*

17. Supported by the menu submitted, describe organization's approach to menu planning with respect to taste and appearance. Your description should include, but not be limited to, breakfast/lunch/dinner patterns with respect to meal components; food preparation methods; food textures; presentation; and monitoring food preferences.
18. Describe organization's approach to dealing with complaints. Your description should include, but not be limited to, acceptability adjustments (e.g., adding condiments, spices, herbs and garnishes); menu changes; and response time.

**Objective:** *To provide monthly holiday or event meals as an effective morale booster with the anticipated outcome of curbing unwanted behavior.*

19. Describe organization's approach to holiday or event meals. Your description should

include, but not be limited to, most common holiday and event meals; approval process; and presentation.

Attach samples of the identified holiday and event menus certified by the proposed registered dietitian. Complete checklist below.

Attachment Checklist
<input type="checkbox"/> Menu for November 25th
<input type="checkbox"/> Menu for 4 <sup>th</sup> of July
<input type="checkbox"/> Menu for December 25th

**Objective:** *To operate the food service program in a professional, humane manner with respect to the youth's rights to basic health and nutritional standards and religious beliefs.*

20. Describe organization's approach to medical diets. Your description should include, but not be limited to, most common medical diets; appropriateness of orders; approval process; length of menu cycle; conformity to regular menu items; snacks and medically prescribed supplements; and willingness to accommodate youths placed on medical diets.

Identify and attach samples of two medical diets certified by the proposed registered dietitian. Complete checklist below.

Attachment Checklist	RFP Reference Number	Page Number
<input type="checkbox"/> Medical diet menu for	<b>1.A.</b>	<b>1</b>
<input type="checkbox"/> Medical diet menu for	<b>1.A.</b>	<b>1</b>

21. Describe organization's approach to religious and vegetarian diets. Your description should include, but not be limited to, most common religious and vegetarian diets; appropriateness of orders; approval process; length of menu cycle; conformity to regular menu items; and willingness to accommodate youths with religious and vegetarian principles.

Identify and attach samples of one religious diet certified by the proposed registered dietitian and a qualified religious leader and one vegetarian diet certified by the proposed registered dietitian. Complete checklist below.

Attachment Checklist	RFP Reference Number	Page Number

<input type="checkbox"/> Religious diet menu for	<b>1.A.</b>	<b>1</b>
<input type="checkbox"/> Vegetarian diet menu for vegetarians	<b>1.A.</b>	<b>1</b>

**Objective:** *To maintain or exceed applicable standards set forth in the American Correctional Association’s Standards for Local Detention Facilities; the Food and Nutritional Board of the National Academy of Science’s Dietary Reference Intakes for Energy, Carbohydrate, Fiber, Fat, Fatty Acids, Cholesterol, Protein, and Amino Acids; and all federal, state and local laws and regulations, including the State of California’s Title 15 of the California Code of Regulations, U.S. Department of Agriculture regulations related to food handling, preparation distribution, and purchase of surplus foods, and the County’s Policies and Procedures.*

22. Describe organization’s approach to assist County in maintaining or exceeding applicable standards set forth in the County objective.

### SERVICE APPROACH

Maximum Points Possible: **20**

**Objective:** *To implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.*

23. Describe organization’s assignment of a full time or part time food service manager or director to assist County with its food service program. Your description should include, but not be limited to, full time equivalent percentage; responsibilities; health exam requirements; and justification of full-time equivalent percentage.
24. Describe organization’s approach to quality control. Your description should include, but not be limited to, the purchase, delivery, and storage of food products; facility and equipment sanitation; safe and sanitary food handling procedures; specifications for temperatures and cook time; meal delivery; best practices; and compliance monitoring.
25. Describe organization’s approach to inventory control. Your description should include, but not be limited to, purchasing and receiving food products and other sundry items; storage; usage and rotation; periodic physical inventories; contaminated products; and procedures for reducing shrink.
26. In the event of an emergency or disaster that disrupts normal food service operations, describe organization’s approach to providing contingency meals. Your description should include, but not be limited to, minimum on-site inventory; menu substitutions; and alternative off-site capabilities.

**Objective:** *To operate and manage the food service program in a cost-effective and efficient manner that includes optimal staffing, purchasing U.S.D.A. surplus commodities*

*and recycled products, energy conservation, and recycling excess food waste.*

27. Given organization's industry experience describe the optimal staffing pattern. Your description should include, but not be limited to, statistics; industry standards; shift patterns; and job descriptions.
  
28. Given organization's industry experience and the County's existing equipment and storage areas, describe whether the County's existing equipment and storage areas are sufficient. Your description should include, but not be limited to, equipment efficiency; if warranted, new equipment purchases or Proposer equipment loans; and adequacy of storage area square footage.
  
29. Describe organization's approach to use of U.S.D.A. surplus commodities. Your description should include, but not be limited to, cost benefits; availability; methods for obtaining; and efficient use of surplus commodities.
  
30. Describe organization's commitment to a "green" food service program. Your description should include, but not be limited to, common recycled products purchased; use of reusable service ware; common recyclable food items; creation of by-products and how their uses benefit County; and decreased waste disposal.

## EDUCATION and TRAINING

Maximum Points Possible: 5

**Objective:** *To adequately prepare and equip staff, updating their skills and knowledge of safe and sanitary food handling procedures through establishment of a continuing food service education program as well as establishing a minimum professional standards for personnel who manage and operate the National School Lunch and School Breakfast Programs.*

31. Proposers shall ensure that all staff they propose to manage the food service program meet the minimum professional standards set forth in Section 210.30 of Title 7 Code of Federal Regulations.

**Objective:** *To educate youths of dietary needs and the importance of eating nutritious and healthy meals.*

32. Design and describe a nutritional workshop to educate the youths. Your description should include, but not be limited to, nutritional topics to be covered, length of workshop, capacity, method of presentation, frequency, goals, objectives, and performance measures and benchmarks.

## COLLABORATIVE PARTNERSHIP

Maximum Points Possible: 10

**Objective:** *To maintain an open collaborative relationship between County and service provider.*

33. Describe organization's overall approach to working with County. Your description should include, but not be limited to, procedures for hiring and replacement of the food service manager or director, reporting accidents, and scheduling equipment maintenance; amenability to menu customization, willingness and ability to adhere to County policies, including security procedures; communication methods and requirements between food service manager or director and the County's Supervising Cook; and access to records.
  
34. From organization's industry experience, describe one instance and the surrounding circumstances where your efforts aided a collaborative partner.
  
35. Please provide the collaborative partner's agency name \_\_\_\_\_, contact name \_\_\_\_\_, phone number ( ) \_\_\_\_\_ - \_\_\_\_\_, and e-mail address \_\_\_\_\_.

**ATTACHMENT C**

**COUNTY OF SOLANO RFP NUMBER: 958-1104-22  
JUVENILE DETENTION FOOD SERVICE PROGRAM  
AUTHORIZATION AGREEMENT**

We, *[Enter FSMC Name]*, by our signature on this document certify the following:

- 1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
- 2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
- 3. That the proposal submitted is a firm and irrevocable offer good for one year.
- 4. That we have carefully examined all terms and conditions set forth in the Sliding Scale Price Contract issued by the County of Solano.
- 5. That we have made examinations and verifications and are fully conversant with all conditions under which services are to be performed for the County of Solano.
- 6. That negligence in the preparation or presentation of errors in, or omissions from, proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

Proposer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Web Site Address: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

Date Signed: \_\_\_\_\_

**ATTACHMENT D**

**COUNTY OF SOLANO RFP NO.: 958-1104-22  
 JUVENILE DETENTION FOOD SERVICE PROGRAM  
 DEBARMENT CERTIFICATION FORM**

I, \_\_\_\_\_, by submitting a bid/offer/proposal/quote to the County of Solano, under penalty of perjury, hereby certify that the Prospective Contractor and/or its officers, directors, and employees:

- (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program;
- (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and
- (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in contractor being excluded from participation in federally funded programs.

This representation shall be an ongoing representation during the term of any contract awarded to the Prospective Contractor. If awarded a contract, Prospective Contractor hereby commits to immediately notify the County of any change in the status of the representations set forth in this Form.

Prospective Contractor authorizes the County to independently verify its suspension and debarment status.

Prospective Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

**SIGNATURE AND ACKNOWLEDGMENT**

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	



**COUNTY OF SOLANO RFP NO.: 958-1104-22  
JUVENILE DETENTION FOOD SERVICE PROGRAM  
SOLANO COUNTY RESERVATIONS**

**COUNTY OF SOLANO HEREBY RESERVES THE FOLLOWING RIGHTS:**

The County of Solano reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County, and not necessarily to the lowest Contractor. The intended bid award will be determined to be the most professionally and technically able to render services and perform associated work in support of the department to fulfill all contract requirements.

**Right of Rejection**

1. The County reserves the right to reject any and all bids, or to cancel this RFP in part or in its entirety.
2. The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.
3. The County reserves the right to amend this RFP at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion.
4. Any bid received which does not meet the requirements of this RFP, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this RFP.
5. To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.
6. To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.
7. To reject any and all proposals considered not to be in the best interest of the County.
8. To waive any and all youth irregularities in bids.
9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

**READ AND ACKNOWLEDGE ON ATTACHMENT F, SIGNATURE PAGE.**

**ATTACHMENT F**

**COUNTY OF SOLANO RFP NO.: 958-1104-22  
JUVENILE DETENTION FOOD SERVICE PROGRAM  
SIGNATURE PAGE**

Every submittal must contain a fully executed signature page, supplying all required information, signature, and type name and title of the individual legally authorized to commit the contractor to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

I hereby certify that I have read, acknowledge, understand, and agree to the content(s) of the following notices:

**CERTIFICATION – RESPOND TO THE FOLLOWING BY WRITING (YES), (NO) OR (N/A)**

Customer Reference Statement (Complete form and return with proposal)	
Non-Collusion Declaration (Complete form and return with proposal)	
Certification of Compliance	
Reservations	
Documents to be returned	
Other (Please specify): _____	

**SIGNATURE AND ACKNOWLEDGMENT:**

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

**By signing the above, I certify that I am authorized by the company named above to respond to this form.**

**ATTACHMENT G**

**COUNTY OF SOLANO RFP NO.: 958-1104-22  
 JUVENILE DETENTION FOOD SERVICE PROGRAM  
 INTENT TO PROPOSE FORM**

Date: \_\_\_\_\_

Email the following Intent to Propose form to Solicitation Coordinator as scheduled.

To: County of Solano Purchasing Services  
 Attention: Karen Poole  
 Title: RFP Coordinator  
 Email: [KDPoole@solamocounty.com](mailto:KDPoole@solamocounty.com)

From:

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

We intend to respond to this solicitation by the specified due date. By signing above, I certify that I am authorized by the Company named above to respond to this request.

**ATTACHMENT H**

**COUNTY OF SOLANO RFP NO.: 958-1104-22  
 JUVENILE DETENTION FOOD SERVICE PROGRAM  
 QUESTIONS AND ANSWERS FORM**

Any questions regarding this solicitation shall be submitted according to the process outlined below and as specified in the solicitation document. The county’s response to questions will be as specified in the solicitation documents.

1. Submit questions or concerns on the form provided.
2. State your question(s) in the table and reference the section of the solicitation (if applicable).
3. Submit the form (**Microsoft word only**) via email to RFP coordinator by email at [KDPOole@solanocounty.com](mailto:KDPOole@solanocounty.com) or submit via Bonfire Hub at <https://solanocounty.bonfirehub.com> no later than January December 20, 2021, 5:00 PM
4. The County’s response to questions will be posted on Bonfire E-procurement platform <https://solanocounty.bonfirehub.com> on January 7, 2022 5:00 PM.
5. Please contact the coordinator with any questions regarding this process, preferably via email.

**QUESTIONS AND ANSWER**

NO.	REFERENCE SECTION OF SOLICITATION	QUESTIONS / COMMENTS	COUNTY RESPONSE (FOR COUNTY USE ONLY)

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

**ATTACHMENT I**

**COUNTY OF SOLANO RFP NO.: 958-1104-22  
 JUVENILE DETENTION FOOD SERVICE PROGRAM  
 CHECK LIST**

<b>This Checklist is not comprehensive. it is the proposer's responsibility to ensure compliance with all requirements of this solicitation.</b>	<b>indicate by initialing</b>
Cover letter submitted in letterhead, contain signature, address and validity period	
Table of contents not exceed 1 page	
Organization overview not to exceed 2 pages	
Proposal formatted as per solicitation requirement	
Proposal number of pages does not exceed the limit	
All attachments required by this Solicitation, are included	
All exhibits required by this Solicitation, are included	
A complete package of technical proposal/ Mandatory Requirements as required is provided	
A complete cost proposal, pricing list and budget (as required) included	
Amendment documents if exist, is/are included	
Any other documents if attached (specify)	

**SIGNATURE AND ACKNOWLEDGMENT**

Company/Firm Name			
Address			Zip: <input style="width: 50px;" type="text"/>
Contact Name			
Email		Phone	<input style="width: 100px;" type="text"/>
Fax		Signature	<input style="width: 100px;" type="text"/>

**21-DAY CYCLE MENU**

- 1. Insert 21-day Menu**



# County of Solano Probation Department

**Sliding-Scale Price Contract**  
FOOD SERVICE MANAGEMENT COMPANY

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Solano County Probation Department  
FOOD SERVICE PROGRAM

475 Union Avenue  
Fairfield, CA 94533

1. This Contract is entered into between the County of Solano and the Contractor named below:

CONTRACTOR'S NAME

2. The Term of this Contract is:

July 1, 2022 - June 30, 2025

3. The maximum amount of this Contract is:

\$XXXXX.XX

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Sliding-Scale Price Contract

Exhibit A – Scope of Work

Exhibit B – Payment Provisions

Exhibit C – Special Terms and Conditions

**This contract is made on July 1, 2022.**

CONTRACTOR	COUNTY OF SOLANO
_____ CONTRACTOR'S NAME	_____ AUTHORIZED SIGNATURE
_____ SIGNATURE	_____ DATED
_____ TITLE	_____ TITLE
_____ PRINTED NAME	_____ ADDRESS
_____ ADDRESS	_____ CITY STATE ZIP CODE
_____ CITY STATE ZIP CODE	_____ Approved as to Content:
	_____ DEPARTMENT HEAD OR DESIGNEE Approved as to Form:
	_____ COUNTY COUNSEL

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**



**SCOPE OF WORK**

Actual scope of work to be negotiated upon contract award.

**CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

**1. GENERAL REQUIREMENTS**

- A. Contractor shall provide on-site food services at Solano County Juvenile Detention Facility located at 740 Beck Avenue, Fairfield CA 94533.
- B. Contractor shall prepare and serve meals each day at the time designated, seven (7) days a week. All meals shall be prepared and served utilizing Title 15 diet standards and guidelines with a minimum of two hot meals per day.
- C. The meal schedule is as follows: Breakfast is served at 7:00 a.m., lunch served at 11:45 a.m., dinner served at 4:45 p.m. including a snack (to be consumed later that evening). The meal schedule will reflect service intervals, from meal completion to meal served, not to exceed thirteen hours.
- D. Daily menu shall be based of maximum 3,000 calories per day with the exception of medical diet(s) which will be determined by a physician, facility manager or dietitian, and/or food service manager.
- E. Maintain at least five (5) extra meals, breakfast, lunch, and dinner, in storage available for late bookings.
- F. Implement a process of controlled meals to be stored at the Juvenile Detention Facility sufficient to address emergencies including but not limited to food illness outbreaks.
- G. Contractor shall operate the food service program in a cost-effective and efficient manner that includes optimal staffing, purchasing U.S.D.A. surplus commodities and recycled products, energy conservation, and recycling excess food waste.
- H. Contractor agrees to conduct its activities at all times in a safe and prudent matter with full regard to the County's safety policies and observe all applicable rules, regulations, and policies.
- I. Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code §812. Violation of this provision shall constitute a material breach of this Agreement.
- J. In no case will alcoholic beverages be used, consumed, or kept on the premises.

**2. PURCHASING SPECIFICATIONS**

- A. Contractor shall only purchase products from plants that are compliant with food safety standards and have the manufacturer's and distributor's assurance of safe handling. All

products may only be purchased from approved suppliers. Unit level purchasing decisions are not allowed unless they are client preferences or regulated by local laws.

- 1) Meats: Meats are purchased only from USDA-inspected plants and approved by County's registered dietitians. All must meet youth acceptability standards.
  - 2) Fresh Produce: Fruits: 138 count (medium size) petite bananas—U.S. No. 1 or comparable quality.
  - 3) Produce: U.S. No. 1 or comparable quality.
  - 4) Canned or Frozen Produce: Extra standard or standard, based on availability for institutional pack.
  - 5) Milk or Morning Beverage: With calcium and vitamin D.
  - 6) Fruit Drink: Vitamin C enriched; saccharin sweetened.
- B. Product Recall: if a product is recalled, immediate tracking gets activated and urgent action is taken to avoid any harm to consumers.
- C. USDA Commodities: Contractor shall assist in the acquisition of federal commodities for the facility, if available. All usable commodities will be blended into the menu and credited, per the USDA.
- D. Product Specifications & Grading: Contractor shall ensure that all food production plants that are utilized for purchases are required to meet a thorough HACCP review. All products are reviewed by division dietitians for youth's acceptability ratings and nutritional content. Specifications for correctional services shall be developed to provide consistency of purchase unit size and quality of products used. Grades for products shall be established to ensure best quality for intended use. If the specified grade is not available, the next highest grade will be used. To cover periods of end of crop shortages, alternate specifications may be approved.
- 1) Whenever possible, frozen vegetables, except tomatoes, sweet potatoes, and sauerkraut are preferred over canned vegetables. Dried great northern beans pinto beans and black-eyed peas are used rather than canned.
  - 2) Except where noted, the largest practical size container is purchased. However, smaller packs are approved if required to avoid spoilage.
  - 3) Plastic or metal containers without sharp edges are always preferred over glass containers. Any products packed in glass must be kept under lock and key. Special care is also taken in disposing of empty glass containers.
  - 4) Produce minimum standards shall consist of:
    - Fruit (No. 1 Quality) Apples, 138 ct.
    - Bananas, petite
    - Oranges, 138 ct.
    - Vegetables (No. 2) Cabbage, firm green head, trimmed, Danish preferred, 50 lb. (commercial)
    - Carrots, whole, topped, crisp, 50 or 100 lb. (No. 2)
    - Celery (No. 2)
    - Lettuce, head, iceberg/crisp head, trimmed 24 – 30 ct. (No. 2)
    - Onions, mild, medium size, 50 or 100 lb. (No. 2 or commercial)
    - Tomatoes, 2 – 2 1/4" diameter 6 x 7 (No. 2)
    - Potatoes, Bakers, White Rose, Burbank, 90 ct. (No. 2 or commercial)
    - Potatoes, Utility with peel, 120 ct. (No. 2 or commercial)
    - 100 Percent Fruit Juice (Grade B/Choice) If served bulk, concentrate, orange or apple

- Frozen Vegetables (institutional pack and Grade B/Extra Standard or Grade C/Standard, based upon availability for institutional pack)
- Carrots, diced or sliced, 1/20 lb.
- Broccoli, cuts, 1/20 lb.
- Green Beans, 1/20 lb.
- Peas, 1/20 lb.
- Whole Kernel Corn, 1/20 lb.
- Spinach, cut, chopped, 3/12 lb.
- Mixed Vegetables, 1/20 lb.
- Greens, 3/12 lb.
- French Fries, 5/6 lb.
- Canned Vegetables—6/#10 cans (Institutional Pack and Grade B/Extra Standard or Grade C/ Standard, based upon availability for institutional pack) Tomatoes, crushed - Tomato, paste - Tomato, Catsup.
- Canned Fruits (Institutional Pack and Grade B/Choice)—6/#10 cans Applesauce, Apples, sliced, vacuum pack preferred, Mixed fruit, water or juice pack preferred, Pineapple, tidbits or chunks, light syrup preferred, Peaches, diced, water or juice pack preferred, Pears, diced, water or juice pack preferred
- 5) Meat minimum standards shall consist of:
  - Windsor Beef and Poultry Pattie, pre-cooked with soy
  - Windsor BBQ Patty
  - Windsor Breaded Patties, 25 percent maximum breading, with soy
  - Breaded Iceland Fish, minced
  - Tyson Chicken 1/4s—USDA Grade B, boneless breast and thighs
  - Tyson Chicken, mechanically separated
  - Butterball products—must conform to acceptability standards Turkey, dark, cured, Turkey bologna, Turkey salami,
  - Turkey Hot Dogs, Turkey Roll, combo, light and dark, Turkey Sausage, smoked
  - Simeus Foods Beef and Chicken breakfast sausage—pre-cooked with soy
  - Meats with no salt added as specified by dietitian for diets
- 6) Dairy minimum standards shall consist of:
  - Cheese, Imitation, sliced and shredded
  - Eggs, Grade A, medium
  - Skim, 1% or 2% milk, fortified A&D, 1/2 pt. Cartons, 50 or 70/cs
  - Scrambled Egg mix—frozen in bags, reduced yolk to white ratio 6/5.
- 7) Cereals minimum standards shall consist of:
  - Ready to Serve (20 lb. pack) and cooked (50 lb. pack), Gilster Mary-Lee
  - Corn Flakes, bulk
  - Crisped Rice, bulk
  - Cheerios, bulk
  - Farina, quick
  - Grits, quick
  - Oatmeal, quick
- 8) Other Groceries:
  - Cake Mix—chocolate, white, yellow (50 lb. recommended)
  - Instant Puddings—butterscotch, chocolate, vanilla (standard)
  - Gelatin, assorted (standard), non-pork

- Margarine Prints with A&D added, 30 lb.
- Margarine Readies, 90 ct. with A&D added for medical diets
- Coffee, instant—freeze dried, tea bags, 1 oz
- Fruit Drinks, bulk—Vitamin C enriched, 15/1 concentrate with saccharin or Vitamin C, E, calcium, and B12 enriched
- Navy Beans, 50 lb.
- Pinto Beans, 50 lb.
- Potatoes, dehydrated, 50 lb.
- Rice, 50 lb.
- Macaroni, 20 lb.
- Spaghetti, 20 lb.
- Noodles, 20 lb.
- Flour, all-purpose
- Sugar, all-purpose
- Brown Sugar
- Confectioner's Sugar
- Shortening
- Salad Oil, soy—35 lb.
- Peanut Butter, no salt added—6/5 lb.
- Jelly, bulk—6/#10 cans
- Salad Dressing, mayo-type—30 lb.
- Salad Dressing, tossed, reduced fat Italian and French
- Pancake syrup, bulk
- Mustard, bulk
- Beef Soup Base
- Chicken Soup Base
- Dairy Blend
- Tortillas, flour
- Potato Chips, bulk
- Corn Chips, bulk
- P.C. Condiments—sized as specified on menu

### **3. OPERATIONAL COSTS**

- A. To ensure the unit meets the projected costs, Contractor shall utilize the following tools as detailed in the operational standards section:
- Operational Excellence – Efficiency in Food & Labor Management
  - PRIMA – Population, Pulls, Production, Portioning, Post-Analysis
  - Maintenance Programs
- B. Contractor shall be responsible for the installation and maintenance related to Contractor's equipment.

### **4. REGULATORY COMPLIANCE**

- A. The Contractor shall ensure full compliance with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and

maintain all necessary licenses and permits. The County shall cooperate, as necessary, in the Contractor's compliance efforts. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

- B. Contractor shall establish and maintain a log of hazardous materials to comply with all laws, regulations and industry standards related to the use, storage, and handling of such hazardous materials or substances.
- C. All Contractor employees shall be required to complete and pass a County conducted pre-employment criminal background check including being fingerprinted before being allowed at the facility.
- D. Contractor employees will be required to complete a live-scan criminal background check with both County and Contractor named as recipients. Contractor's staff may be subject to annual security verification.
- E. Contractor shall immediately notify the County of any disciplinary sanctions/counseling given to Contractor's staff by other government agency and who are also performing tasks at the Solano County Juvenile Detention Facility.

## **5. REPORTING & RECORD KEEPING**

- A. Contractor will generate and provide all reporting necessary to help the county fully comply with all federal, state and local regulations.
- B. Contractor shall make available to the County all operational and financial reports to review at county's discretion.
- C. All information and reports generated will be archived for terms that will be outlined by the County in writing.
- D. Maintain employment records that show Contractor's staff have all professional and health certifications as required by federal or state law and the County.

## **6. COOK- SERVE OPERATIONAL STANDARDS**

- A. Forecasting: Correct daily population counts will be used to forecast upcoming weeks' production.
- B. Perfect Purchasing: Only the approved items will be purchased from authorized suppliers at correct amounts.
- C. Rigorous Receiving: All items will be checked as to their quality, shape, shelf life, count, and temperature and to match exact items ordered at the correct price at the time of receiving.
- D. All items will be stored within proper cold and dry storage standards and following First in, First out (FIFO) guidelines along with meeting Sarbanes–Oxley standards.
- E. Pulling: Necessary amount of products will be pulled to separate locations in the storage areas ahead of production day for ease of operation.

- F. Production: Only County's approved recipes will be utilized to ensure 100% nutritional and quality standards.
- G. Portioning: Correct hot/cold holding units, service trays and utensils will be used to make sure that portions served exactly match menu requirements.
- H. Contractor shall serve all meals at appropriate temperatures in compliance with health and safety standards (e.g. hot foods served between 140 and 180 degrees; and colds foods served at 40 degrees or below but never frozen).
- I. Contractor will serve milk and juice in individual cartons and all other beverages will be served from insulated containers.
- J. Contractor shall utilize re-usable trays in serving meals. Contractor shall take necessary actions to ensure trays remain in service for their lifetime by implementing inventory control measures, and ensuring proper sanitation and cleaning procedures.
- K. Post-analysis: All pertinent planned, produced, waste and left-over amount information will be recorded and tracked through the Wipe Out Waste program in order to regulate cost and improve forecasting.

**7. FOOD LABELING**

- A. Contractor shall possess or develop a system, including a time coding system where applicable, that will prevent from serving meals that do not meet the minimum quality standards.
- B. Food items including cooked meals maintained in storage shall indicate the item name, date of production, batch number, and the date of expiration for each batch of food prepared.

**8. STORAGE**

- A. Contractor all ensure that the storage areas are clean, well lit, organized and accurately sequenced.
- B. Storage areas must NOT be located in locker rooms, restrooms, garbage rooms, open stairwells or under mechanical, unshielded sewage or leaking water lines.
- C. Storage shelves are used for their intended purpose, in good repair and stable, and at a minimum of 6" above the floor and 18" from the ceiling or sprinkler heads.
- D. Shelf heights are set to reduce wasted space and to ensure heavy items are stored between knee and shoulder height.
- E. Multi-use refrigerator storage areas are accurately sequenced per above and using the *Top-to-Bottom Storage System*.

- F. Each storage area identified in the automated food production system shall be accurately set up as detailed above.
- G. Store like products together and ensure that chemicals are separated from food and food contact items (i.e. packaging, linens and utensils).
- H. Chemicals must be correctly stored
- I. Ensure that refrigerators and freezers are not overstocked.
- J. All food products are stored using the First in, First out (FIFO) system and correctly labeled with the receive date.
- K. All types of refrigerators and freezers are equipped with an internal thermometer, which is located in the warmest area. The internal thermometer is checked on daily basis and accurately recorded on the equipment temperature log.
- L. All storage areas are well lit. Light bulbs are covered by shields, ceiling light panel covers or shatterproof bulbs are used.
- M. All storage area floors, walls and shelves are clean, and pest free.
- N. If applicable, USDA commodity items are properly stored and inventoried per regulatory requirements.

## **9. CLEANING, SANITIZING**

- A. Contractor shall purchase and provide the approved equipment, tools, cleaning materials, chemicals, and other supplies necessary for the food service operation.
- B. Ensure that all MSDSs are available in Right-to-Know folder and ensure that folder is current.
- C. Make available to Contractor's associates all proper and necessary Personal Protective Equipment (PPE).
- D. Contractor shall set up and monitor chemical dispensers and warewashing equipment.
- E. Ensure to properly set up dispensers and warewashing equipment and make sure they are operating correctly.
- F. Twice a day, test and record:
  - 1. Sanitizer concentration for each sanitizer dispenser and record it on the Sanitizer Dispenser Log for each location opens for service (open and mid-day).
  - 2. Final rinse temperatures on dishwasher machine Temperature Log (open and close).
  - 3. Final rinse concentrations on dish machine Sanitizer Log (open and close).
  - 4. Follow corrective actions on the logs above if results do not meet the requirements.

- G. Ensure chemicals are used according to manufacturer's instructions.
  - 1) Do not combine chemicals.
  - 2) Do not free-pour concentrated chemicals or use them at full strength.
  - 3) Use only quaternary ammonium sanitizers that have an effective range of 150-400 ppm (alternative sanitizers must be approved prior to use).
- H. Ensure that bleach is not used as a sanitizer or disinfectant in food service operations.
- I. Make sure associates use red and green buckets for cleaning purposes only.
- J. Monitor solutions in red and green buckets and make sure wiping cloths are changed between meal periods or any time they become soiled.
- K. Store chemicals in the original container from the manufacturer. If a chemical is transferred to a new container, affix the preprinted manufacturer's label with the name of the contents on the new container.
- L. Store labeled "in-use" chemical containers (buckets/spray bottles) in a manner that limits the potential for food product contamination. Make sure these containers have the preprinted manufacturer's label with the name of the contents.
- M. Ensure that green and red buckets are not stored on or above work surfaces or service stations where food is being handled, served, or stored.
- N. Make sure food-contact and non-food-contact surfaces are clean and sanitized.
- O. Maintain a current Master Cleaning Schedule.
- P. Confirm associates wash hands before handling clean equipment, utensils, and smallwares.
- Q. Ensure food-contact surfaces are cleaned and sanitized after each use, and air-dried before being placed into storage.
- R. Monitor non-food-contact surfaces to keep them free of dust, dirt, food, and debris.
- S. Wash and sanitize all reusable serving trays and other smallware. Contractor shall follow all health and safety standards and County sanitation procedures when performing clean up tasks.
- T. Refer associates to the Ecolab Cleaning Instructions for specific cleaning procedures.

## **10. MENU PLANNING**

- A. Adhere to the National School Lunch Program (NSLP), School Breakfast Program (SBP), Afterschool Meal Supplements (AMS) under NSLP, and Child and Adult Food Care Program (CACFP) 21-day cycle menu for the first 21 days of meal service; thereafter, the contractor may only make changes with the County's approval.



- B. During the term of the Agreement, the Contractor shall suggest changes to the menu. Changes in the menu should consider improved nutritional value, variety, visual appeal, customer preference, and seasonal variations.
- C. All changes in the menu must have prior written consent by the County and by the Contractor's registered dietitian. Menu substitutions must be of equal nutritional value as the original menu.
- D. Provide County with an item computerized nutritional analysis indicating food specifications (i.e. calories, fat, cholesterol, sodium, calcium, iron, dietary fiber, and vitamins) and comparison to RDA values.
- E. If, for any reason, the Contractor fails to provide service, the County shall obtain the required meal(s) from the most expedient source, and the Contractor shall be responsible for any and all charges, including consequential expenses incurred by the County for food service. Charges will be deducted from outstanding invoices and additional damages may be imposed.

**11. MEDICAL DIET MENUS**

- A. In response to a physician or nurse practitioner's orders, provide County with an appropriate medical menu that agrees with physician-ordered specifications and, as much possible, is consistent with regular menu items. The menu shall be prepared by a registered dietitian and certified by both, a physician and a registered dietitian prior to use by County.
- B. The Contractor shall provide medical diet meals such as, but not limited to, allergy, diabetic, low salt, low fat, dental soft, dental liquid, pregnancy, renal, vegetarian, and special meals in accordance with County's procedures and as ordered by medical staff.
- C. Medical diets shall be served during normal hours in the manner specified by the physician. Arrangements shall be made to provide meals beyond the schedule meal hours when so ordered by the physician.
- D. Contractor shall develop a 21-day cycle menu with standardized recipes to ensure consistency of medical diet menu items.

**12. RELIGIOUS DIET MENUS**

- A. In response to requests stemming from religious beliefs, Contractor shall provide County with appropriate special diet menus that agree with religious or vegetarian specifications and that is consistent, as much as possible, with regular menu items. The menu shall be prepared and certified by a registered dietitian prior to use by the County.
- B. Contractor must initiate diet service within no more than 24 hours of notification.
- C. Examples of religious menus include, but are not limited to, Kosher, Halal, and Ovo-Vegetarian. Contractor shall keep up-to-date with current law and adjust its menus according to controlling state and federal law, including case law.

D. Diets that may require additional cost have to be approved by the County before invoicing.

**13. HOLIDAY AND SPECIAL MEAL MENUS**

A. Contractor must submit holiday and special meal menu plans seven (7) days prior to the scheduled holiday for County's approval.

B. At a minimum, special meal programs shall be required for the following Holidays:

- i. New Year's Day
- ii. Martin Luther King Day
- iii. President's Day
- iv. St. Patrick's Day
- v. Easter Sunday
- vi. Cinco de Mayo
- vii. June Picnic
- viii. Independence Day
- ix. August Picnic
- x. Labor Day
- xi. Thanksgiving Day
- xii. Christmas Day

**14. EMERGENCY MEAL PLAN**

A. Contractor shall maintain a seven day (7) meal supply stocked at the Juvenile Detention Facility.

B. Contractor shall establish/revise an emergency plan, with the assistance of the County, to continue food service operations in the event of an emergency or disaster, Contractor's emergency plan factors in many of the most common disruptions of service(s). Contractor's responses range from utilizing other facilities to bringing in additional resources (both human and equipment) to maintain the food service operation. It cannot be assumed that Contractor will be expected to provide services under any circumstances as the severity of the disruption/emergency may make service impossible.

**15. STAFFING PLAN**

A. Contractor shall provide adequate, competent, and efficient support staff that shall be able to service the County during operating hours. Such representative(s) shall be knowledgeable about the food service program, products offered and able to identify and resolve quickly any issues.

B. Contractor shall not deviate from the staffing plan without County's consent. Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel without the express written agreement of County which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make

good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County approval. Personnel replacements shall not interfere with the food service operation.

<b>Key Personnel</b>	<b>Title</b>	<b>Functions</b>
TBD	District Manager	Contractual and Corporate Support
TBD	FSMC Manager	Direct supervision of local team, business unit and performance
TBD	Solano County Food Service Director	Day to day operational supervision and support
TBD	Juvenile Hall Supervisor	Direct delivery of services under agreement

**16. BUY AMERICAN**

The County participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 CFR 210.21(d) and 220.16(d). The Contractor must:

1. Submit certification statements for all processed agricultural products. The Food Service Management Company (Contractor) must provide written documentation to the County at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

2. Request County's approval prior to delivering a nondomestic agricultural commodity or product. If the Contractor cannot comply with #1 above, the Contractor must notify the County in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:
  - a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product.
  - b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions.
  - c) A list of alternative domestic substitutes for the County to consider for delivery instead of the nondomestic agricultural product.

**I. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

- A. Place meal orders to include number of meals by meal type (i.e., regular, late, medical, religious, vegetarian or other special diet) to Contractor or designee by agreed upon cut-off deadlines.
- B. Notify Contractor of any medical diet needs resulting from a physician or nurse practitioner's orders.
- C. Notify Contractor of any special diet needs resulting from requests stemming from religious beliefs or dietary preference.
- D. Work with Contractor to plan holiday and event meal menus.
- E. Reheat the required number of late meals for distribution to any youths booked into the Juvenile Detention Facility after the dinner meal. Late meals should be stored and served in microwavable containers.
- F. Periodically review available listing for U.S.D.A. donated commodities.
- G. Work with Contractor to establish new and/or revise existing County policy and procedures related to County food service operations.
- H. Control facility security including but not limited to, admittance, access to and from secured areas, ensure the physical safety of persons within secured areas to include Contractor employees, suppliers and other authorized visitors.
- I. Provide Contractor employee with office space and furniture to include a desk, chair, adding machine, file cabinet, bookshelf, and wastebasket.
- J. Provide adequate resources for food service operations to include facilities and equipment.
- K. Facility personnel shall be responsible for retrieving serving trays and support equipment from the living areas and placing them at the delivery point.
- L. Coordinate with County's Environmental Health Department inspections of the kitchen and storage areas.
- M. Service checks and maintenance of fire extinguishers.
- N. Maintain operating condition of County facilities and equipment related to County food service operations. County will be responsible for:
  - a) Building repairs related to, but are not limited to, maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, wall and ceiling surfaces and floor coverings.
  - b) Equipment repairs related to maintenance of County-owned equipment used in the food service operation. At County's sole discretion, County may opt to purchase new or used replacement equipment when repair costs exceed anticipated benefits.

- c) Service checks and maintenance of fire extinguishers.
  - d) Pest control services to include periodic building inspections, monthly preventive service, and on-call rodent extermination service.
- O. County shall be responsible for any utility expense related to food service operations.

SAMPLE

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. COMPENSATION**

A. Maximum compensation for food management and operational services shall not exceed **\$\_xx.xx\_\_\_\_\_**. Compensation shall include payment for services rendered in accordance with Exhibit A (Scope of Services) payable per the following scale:

Population Count	Price Per Meal	Price Per Snack
0-10	\$xx.xx	\$xx.xx
11-15	\$xx.xx	\$xx.xx
16-20	\$xx.xx	\$xx.xx
21-25	\$xx.xx	\$xx.xx
26-30	\$xx.xx	\$xx.xx

Compensation shall also include any applicable sales tax, less any credits for the fair market value of U.S.D.A. donated commodity usage and/or penalties.

B. The price per meal indicated above shall apply to all meals, including medical, religious (excluding prepackaged meals), vegetarian (lacto-ovo) or other special diet meals and holiday or event meals. Religious prepackaged meals shall be provided at a price to be mutually agreed on in advance by the parties.

The price per meal stated in this Contract is firm for the annual period ending June 30, 2022. The contract price (which can include General Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home: San Francisco CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the County. CPI Fee increases for the upcoming Contract renewal year must be submitted to the County at least 30 days before the existing contract expires.

**2. U.S.D.A COMMODITIES**

Contractor shall credit the invoices for the fair market value of U.S.D.A. donated commodities used, minus any shipping or handling charges incurred, when commodities are usable within the existing menu or are agreed upon as a menu substitution. Any U.S.D.A. donated commodities received for the purpose of menu enhancement shall not be credited back to the County. The value of commodities shall be the value set forth on the invoice, bill of lading, delivery receipt, or other similar document from the U.S.D.A. or distributing state agency. If no value is set forth, Contractor shall contact the U.S.D.A. or distributing state agency to obtain a written value estimate.

**3. PENALTIES**

- A. For any instance where Contractor fails to provide the meals described in the Scope of Work, the County shall obtain the required meals from the most expedient source, and the Contractor shall be responsible for any and all charges, including consequential expenses incurred by the County for food service. Charges will be deducted from outstanding invoices and additional damages may be imposed.
- B. Replacement meals may not exceed \$10.00 per meal/per person excluding sales tax, transportation, or/and other consequential expenses incurred by County.
- C. County shall notify Contractor of any instance where Contractor has failed to adhere to the Scope of Work as specified in Exhibit A within five (5) days of failure. Contractor shall correct such agreed upon failure within fifteen (15) days to the County's satisfaction, and if Contractor does not correct failure, Contractor shall credit weekly invoice \$2,500 for each instance Contractor fails to adhere to scope of work as specified in Exhibit A.

#### **4. SALES TAX**

Contractor shall be responsible for timely payment of all applicable state and local sales taxes, on the County's behalf, to the California State Board of Equalization. Contractor shall provide County with a copy of sales tax form submitted within ten (10) days of submission. In the event of a change in the sales tax rate, the weekly invoice shall reflect the changed rate.

#### **5. METHOD OF PAYMENT**

Upon submission of a monthly invoice by Contractor, and upon approval of County's representative, County shall pay Contractor in arrears for services rendered the prior month, up to the maximum amount provided for in Section 1 above. Invoice shall include a company logo and contain the minimum information reflected in the sample invoice for claims in Exhibit B-1. Contractor shall provide County with adequate documentation to supplement the monthly invoice, including but not limited to, meal count report, U.S.D.A. donated commodity invoices, and vendor purchase invoices. County shall endeavor to make payments within 30 days of receipt of invoice.

**\*\* All special meals described herein in Section 13 of Scope of Work of this Contract.**

Sample Invoice

**Company Logo**

**INVOICE**

Contracted food management services rendered for the month of July 1 through July 31, 2021.

**BILL TO:**  
**Solano County Probation**  
 Attn:  
 740 Beck Avenue  
 Fairfield, CA 94533

**REMIT PAYMENT TO:**

Contract No.	Invoice Date	Invoice No.	Terms	Due Date
			<b>Net 30</b>	
Description	Number of Meals Prepared	Price per Meal	Amount	
Food Services		\$	\$	
U.S.D.A. Commodity Usage – Fair Market Value (Credit)			(\$	)
Penalty (Credit)			(\$	)

Comments:

Attachments: <input type="checkbox"/> Meal Count Report <input type="checkbox"/> U.S.D.A. Commodity Invoices <input type="checkbox"/> Vendor Purchase Invoices	<b>BALANCE DUE</b>	<b>\$</b>
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**GENERAL TERMS AND CONDITIONS**

**6. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

**I.**

**7. TIME**

Time is of the essence in all terms and conditions of this Contract.

**8. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**9. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**10. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

## 11. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 12. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

### B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- |  |   |   |
|--|---|---|
| (1) General Liability:<br>(Including operations, products and completed operations.) | <b>\$2,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:  | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:   | As required by the State of California. |   |
| (4) Employer's Liability:  | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.  |

### D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.
- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright,

trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

### 13. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

### 14. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

## **15. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## **16. INDEPENDENT CONTRACTOR**

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## **17. RESPONSIBILITIES OF CONTRACTOR**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

## **18. COMPLIANCE WITH LAW**

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

## **19. CONFIDENTIALITY**

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

## **20. CONFLICT OF INTEREST**

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

## **21. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

## **22. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

## **23. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

## **24. INSPECTION**

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

## **25. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## **26. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

## **27. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

## **28. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

## **29. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.



### **30. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

### **31. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

- i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
- ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

### **32. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

### **33. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

### **34. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

### **35. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

### **36. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

### **37. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **38. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

### **39. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with

Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

#### **40. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

#### **41. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

#### **42. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

#### **43. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

**SPECIAL TERMS AND CONDITIONS**

**1. ADDITIONAL REPRESENTATIONS**

A. Staff Qualifications

- i. Are at least 21 years of age;
- ii. Have completed and passed a County conducted pre-employment criminal background check, including being fingerprinted. At County's expense and choice of location, FSMC employees will be required to complete a live-scan criminal background check with both County and FSMC named as recipients of any updates;
- iii. Have completed and passed a pre-employment physical; and
- iv. Have no criminal convictions for serious and/or violent felonies as defined by Penal Code sections 1192.7 and 667.5 respectively, or misdemeanors involving violence or moral turpitude.

B. Certifications

FSMC represents that its staff and any subcontractors are in good standing with their respective licensing boards/associations.

C. Facility Rules and Regulations

FSMC represents that it has read and understands County policy and procedures related to the JDF, New Foundations and Challenge and agrees to abide by all applicable rules and regulations, including the Prison Rape Elimination Act that prohibits sexual misconduct. County will monitor Contractor's compliance.

**2. CLEARANCE REQUIREMENTS**

- A. Upon requesting entrance into the County facility or anytime they are within the security perimeter of the facility, FSMC personnel will be subject to search of their person and/or their personal belongings.
- B. While inside the facility, FSMC personnel must wear authorized identification badges that include a photo in a visible manner. Those who fail to display their ID badge may be denied access to the facility.
- C. FSMC staff that is suspected of being under the influence of alcoholic beverages or drugs will be denied access to the facility.
- D. Items prohibited from being brought into the facility include, but are not limited to, weapons, alcoholic beverages, drugs, or food items.
- E. Pursuant to Article 3, section 1320 of CA Title 15, Contractor personnel, who may be present at the facility, shall have such clearance and qualifications as may be required by law, and their presence at the facility shall be subject to the approval and control of the facility manager.

**3. EMERGENCY AUTHORITY**

In an emergency situation at the County facility, FSMC personnel on the premises will report to County staff for direction and follow instructions until at which time they are allowed to exit the facility grounds.

**4. REPORT ACCIDENTS AND UNSAFE CONDITIONS**

FSMC personnel shall report any accident or unsafe condition to County immediately as they becomes aware.

**5. IMPROPER USE OF COUNTY FACILITIES AND EQUIPMENT**

Without the express written consent of County, FSMC personnel shall not use County facilities and equipment for any purpose outside the scope of this Contract.

**6. SPECIAL RESPONSIBILITIES OF CONTRACTOR**

Provide an audit report, including a management letter, to County annually.

**7. DRUG FREE WORKPLACE**

Contractor shall execute the form attached as Exhibit "D1".

**8. CHILD/ADULT ABUSE**

Contractor shall execute the form attached as Exhibit "D2 ".

**9. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor shall execute the form attached as Exhibit "D3".

**10. COMMUNICATIONS AND INTERPERSONAL RELATIONS POLICY**

Contractor shall execute the form attached as Exhibit "D4".

**11. CHANGES AND AMENDMENTS**

Amendments that are not State approved vendor agreement amendments shall be submitted to the State for prior approval at least 30 days before the effective date of any proposed changes governing compensation, services or term.

**12. CONFIDENTIAL RECORDS**

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 827, 10850 and 11478.1 and will abide by its requirement

**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

COMPANY/ORGANIZATION NAME:

The Contractor or grant recipient named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The person's or organization's policy of maintaining a drug-free workplace;
  - (c) Any available counseling, rehabilitation and employee assistance programs; and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement; and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

**CERTIFICATION**

I, the official named below, certify that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature	Date
Official's Name (type or print)	
Title	Federal Tax ID Number

**CHILD ABUSE REPORTING REQUIREMENTS**

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code Section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

<hr/>	
Contractor or Grant Recipient Signature	Date
<hr/>	
Official's Name (type or print)	
<hr/>	
Title	Federal Tax ID Number

**HIPAA BUSINESS ASSOCIATE CERTIFICATION** 45 C.F.R. Parts 160-164

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The Contractor or grant recipient (hereinafter "Contractor") named above hereby certifies compliance with the privacy standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the United States Department of Health and Human Services at 45 CFR. ("Code of Federal Regulations") Parts 160-164, to the extent relevant to Contractor with regard to the services contemplated in this Contract. Pursuant to HIPAA, Contractor has been found to be a Business Associate of the County of Solano. The privacy standards require the County to ensure that its Business Associates who receive or create confidential information in the course of providing services on behalf of the County comply with certain obligations regarding the confidentiality of protected health information ("PHI").

As a Business Associate of the County of Solano, the above named Contractor will:

1. Disclose or use PHI it creates for or receives from the County only:
  - (a) For functions and activities on the County's behalf;
  - (b) As authorized for Contractor's management, administrative or legal responsibilities as a Business Associate of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
  - (c) As required by law.
  - (d) To provide Data Aggregation services to the County as permitted by 45 CFR §164.504(e)(2)(i)(B).
  - (e) To report violations of law to appropriate Federal and State authorities, consistent with CFR §164.502(j)(1).
2. Not further disclose or use PHI except as specified in this Exhibit or as otherwise required by law.
3. Comply with 45 CFR Parts 160-164 as applicable to a "business associate" of a "covered entity," and with applicable state law that is not preempted by 45 CFR Part 160, Subpart B.
4. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided in this Agreement, as required by law, or in compliance with Social Security Acts §1173(d) (42 U.S.C. §1320d-2(d)) and 45 CFR §164.530(c).
5. Require any agents, including subcontractors to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, to provide reasonable written assurance that subcontractor or agent will comply with the same restrictions
6. Comply with, and require each subcontractor or agent involved to comply with each applicable requirement of 45 CFR 1162, if subcontractor conducts in whole or in part Standard Transactions for or on behalf of the County.



7. At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI in a Designated Record Set to an Individual subject of the PHI, or to the County, to meet the requirements of 45 CFR §164.524.
8. Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of protected health information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR §164.526.
9. Document each disclosure it makes of PHI which Contractor created for or received from County and make available an accounting of such disclosures to the individual subject to the disclosure, or the County for inspection during regular business hours at its place of business so that County may meet its disclosure accounting obligations under 45 CFR §164.528.
10. Make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Exhibit.
11. Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under 45 CFR §164.512(d)(3).
12. Report to the County, in writing, any use or disclosure of protected health information not permitted by this Exhibit, or otherwise in violation of the Privacy Rule (45 CFR Part 164), within five (12) business days of becoming aware of such use or disclosure pursuant to 45 CFR §164.504(e)(2)(ii)(C).
13. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement or HIPAA regulations.
14. Upon termination of this Agreement for any reason:
  - (a) Return all PHI received from the County or created or received by Contractor in connection with work performed under this Contract required to be retained by the Privacy Rule.
  - (b) Return or destroy, at County's sole discretion, all other PHI received from the County, or created or received by Contractor on behalf of the County.
  - (c) Retain no copies of PHI, including PHI in possession of subcontractors or agents of Contractor.
  - (d) Provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the PHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the Contractor or any of its agents or subcontractor maintains such PHI.
15. Agree to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PHI.

16. Retain records, minus any PHI required to be returned by Section 14, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

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**CERTIFICATION**

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I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor or grant recipient to the above-described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
Contractor or Grant Recipient Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official's Name (type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID Number

SAMPLE

**Communications and Interpersonal Relations Policy**

**With respect to youth in custody and/or adult/juvenile program participants, contract workers and volunteers shall:**

- ▶ Uphold all applicable County policies and procedures, including but not limited to, Sexual Harassment and Conflict of Interest;
- ▶ Respect the dignity of each person and refrain from profane, callous, or degrading remarks;
- ▶ Treat each person humanely;
- ▶ Maintain an ethical demeanor while fulfilling responsibilities in a professional manner;
- ▶ Maintain safe conditions;
- ▶ Dress in a conservative manner; and
- ▶ Notify County officials immediately of any known or suspected improprieties, including but not limited to, those actions identified below.
- ▶ Complete mandatory training related to PREA and report all allegations of sexual abuse, sexual harassment, or any other inappropriate sexual misconduct to the facility's designated investigator
- ▶ Contractor must not knowingly hire any staff who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution as defined in 42 USC 1997

**With respect to youth in custody and/or adult/juvenile program participants, contract workers and volunteers shall not:**

- ▶ Prejudge their guilt or innocence;
- ▶ Deliver any message or article of a personal nature including, but not limited to, notes, letters, phone calls;
- ▶ Engage in improper behavior, including but not limited to, sexual encounters or exploitation, smuggling of contraband;
- ▶ Discuss personal and/or confidential County business;
- ▶ Loan or borrow money and/or personal articles;
- ▶ Purchase or sell personal articles;
- ▶ Accept or offer a gift or gratuity;
- ▶ Discuss reason for detention and/or other personal or legal matters;
- ▶ Criticize County policy, programs or staff;

Engage in any sexual relationship, including sexual abuse, sexual harassment, voyeurism, or inappropriate sexual misconduct as defined by the Prison Rape Elimination Act of 2012.

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**CERTIFICATION**

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I have read and understand the above policy and agree to abide by the rules and conditions as set forth in this document.

\_\_\_\_\_  
Contract Employee or Volunteer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (type or print)