REQUEST FOR SEALED PROPOSALS
JUVENILE FOOD SERVICES

BENTON AND FRANKLIN COUNTIES
BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
5606 West Canal Place, Suite106
Kennewick, WA 99336
(509) 783-2151, Fax (509) 736-2728

RFP No. CB 15-2015

April 2, 2015

SEALED PROPOSALS DUE
NOT LATER THAN **5:00 PM,THURSDAY,APRIL 30, 2015**
LATE PROPOSALS WILL NOT BE ACCEPTED

An OPTIONAL Pre-Proposal Conference meeting will be held on **Tuesday, April 21, 2015** at **3:00 p.m.** The meeting will be held at the Juvenile Justice Center located at 5606 West Canal Place, Suite 106, Kennewick, Washington. This meeting is designed to clarify information related to this procurement and provide an opportunity for prospective proposers to ask questions. A tour of the kitchen facility will be conducted. Proposers are encouraged to review this RFP document prior to the Pre-Proposal Conference and to submit any questions in regards to proposal content in writing at this time.

Electronic copies of this RFP and attachments can be obtained by contacting Jennifer Bowe, Administrative Services Manager for the Benton Franklin Counties Juvenile Justice Center at Jennifer.bowe@co.benton.wa.us.

All Proposal documents shall be submitted in hard copy to the Benton Franklin Counties Juvenile Justice Center in accordance with the terms and conditions of this RFP. *Electronic proposal submissions via e-mail or facsimile will not be accepted.*

APPROVED AS TO FORM:

Stephen Hallstrom
Deputy Prosecuting Attorney
Benton County

APPROVED AS TO FORM:

Franklin County

JUVENILE FOOD SERVICES FOR
BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

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A) Cover Sheet and Certification of Proposal
B) General Release of Liability
C) Juvenile Food Services Proposal Form
D) Affirmation Action Contract Compliance Statement
E) Prototype – Certificate of Independent Price Determination
F) Instructions for Completion of SF-LLL Disclosure of Lobbying Activities
G) Certification Regarding Lobbying Child Nutrition Programs
H) Instructions for Certification
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M) Contractor Food and Non-food Prices
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RFP No. CB 15-2015
JUVENILE FOOD SERVICES FOR
BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
SECTION ONE
CALL, OVERVIEW AND SCHEDULE

I. INTRODUCTION

Pursuant to state and federal law, an individual school food authority (hereafter called Counties) participating in the National School Lunch Program, School Breakfast Program and Commodity Food Distribution Program may contract with a food service management company (FSMC) to operate eligible school food services. The administration of the National School Lunch Program and Commodity Food Distribution Program is the responsibility of the Benton-Franklin Counties Juvenile Justice Center (hereafter called BFJJC) with oversight by the Washington State Office of Superintendent of Public Instruction (OSPI) Child Nutrition Programs.

The BFJJC is requesting proposals from qualified food service management companies to provide food service, using BFJJC's kitchen facilities, for male and female youths housed at the BFJJC and authorized staff as detailed in this Request for Proposals (RFP). The Contractor will be responsible for all procurement, preparation, traying, clearing and cleaning associated with food service in the BFJJC.

The purpose of this RFP is to provide qualified firms the opportunity to present their qualifications and approach for food service management clearly and succinctly, while providing the Counties with comparable information from each Proposer. The Counties will then determine which firm is best able to provide the management of the food service program.

II. SCOPE OF SERVICE

Proposers should anticipate serving approximately 530 to 850 meals per week, depending on detainee population, as part of this contract. Meals will follow a 28-day cycle menu. Breakfast, lunch, dinner and snacks are served 365 days per year. This RFP seeks food services for the following facility: **Benton-Franklin Counties Juvenile Justice Center – 5606 West Canal Place, Suite 106, Kennewick, Washington.**

III. NEGOTIATIONS AND CONTRACT AWARD

Proposals will be evaluated in accordance with Section Three of this document ("Proposal Instructions and Evaluation"). Counties are not bound to award the food service contract contemplated by this RFP to the lowest bidder. If the Counties decide to enter into negotiations with a Proposer, negotiations shall be directed toward obtaining written agreement between the Counties and the Proposer that is consistent with the Proposer's proposal and that is fair and reasonable to the Counties. The Counties may, at its option, choose to negotiate general contract terms and conditions, the provision of a performance bond, and equipment maintenance options. The Counties may also, at its option, choose to negotiate proposed pricing; however, Proposers shall be prepared to go forward with the pricing they have proposed. The Counties is most interested in and reserves the right to negotiate a final contract that is in the best interest of the Counties.

Negotiations may be formally terminated by the Counties if negotiations fail to result in a contract within a reasonable amount of time as determined by the Counties. At the sole discretion of the Counties, negotiations may then ensue with a different proposer. If negotiations fail to result in a contract within a reasonable amount of time as determined by the Counties, the solicitation may be formally terminated. **This document and the materials enclosed herewith constitute only an invitation to submit proposals and do not constitute an offer to provide food services. By issuing this RFP and evaluating proposals, the Counties is not obligating itself to enter into any contract.**

IV. PERFORMANCE BOND

The Counties reserves the right to require a performance bond for any resulting contract. Proposers shall include the per meal cost to provide a performance bond in the miscellaneous section of the Per Meals Cost and Fees Proposal, as requested in Section Three, Part I.C.4.

V. CONTRACT PERIOD

Initial contract award period shall commence on the 1st day of July 2015, and shall terminate on the 30th day of June 2016. Upon agreement of both parties, an awarded contract may be continued for up to four one-year renewal options (7 CFR 210.16(d)) subject to agreement between both parties regarding cost adjustments. The Counties reserves the right to compare prices to insure that the Counties are getting the best possible value for the services provided under an awarded contract.

In the event of a breach by the awarded Proposer of any of the provisions of this contract and that which causes breach of the Agreement and benefits between BFJJC and OSPI (7 CFR 3016.36(i)(1), 7 CFR 3019.48(a)), the Counties reserves the right to cancel and terminate any contract forthwith upon giving oral or written notice to Contractor. Contractor shall be liable for damages suffered by the Counties resulting from the Contractor's breach of contract. In addition, any contract awarded in this proposal process will allow either party to terminate contract for cause or non-compliance. This request for termination will be made in writing and will be effective sixty (60) days from postmarked date on the envelope, except for non-payment of invoices within the terms, whereas either party may immediately terminate this agreement. (7 CFR 210.16(d))

VI. MINIMUM REQUIREMENTS

At the time of proposal submission, the proposers must meet the following minimum requirements:

A. Proposal responses must be received by the Benton-Franklin Counties Juvenile Justice Center and be time-stamped no later than 5:00 p.m., April 30, 2015.

B. Proposal responses must be formatted as outlined in Section Three, Proposal Instructions and Evaluation, including a cover letter that contains the required information. Failure to do so may result in rejection of the proposal.

At the time of contracting, the successful proposer must meet the following minimum requirements to be eligible for contract award:

A. Proposer must be properly licensed to do business in the state where doing business and in the State of Washington. The Proposer must have all applicable federal, state, and/or local licenses required.

B. Proposer must have adequate personnel and equipment to perform all requirements in the event of the award. Proposer shall provide such documentation as to its ability to perform as the Counties may require.

C. Proposer must have successful prior experience providing similar contracted food service activities with similar facilities of similar volume.

D. Proposer must prepare food services utilizing the BFJJC detention kitchen facility at 5606 W. Canal Pl., Suite 106, Kennewick, WA.

E. The Proposer agrees to the "Buy American" provision in compliance with Section 12 of the National School Lunch Act 42 USC 1760,

F. Selected proposer shall be able to comply with Counties contract requirements, which include insurance limits and requirements contained in this RFP and other federal, state, and local laws and regulations governing services purchased through contract.

G. Selected proposer shall be able to provide services upon contract award with Counties approved start-up time period, as necessary.

H. Selected proposers' company (to include any subsidiary or parent corporations/holding companies) shall not be in any form of bankruptcy, shall not be contemplating bankruptcy, and shall not be presently insolvent

Background Check / Criminal History Clearance

In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW all personnel being considered for hire by a Contractor to work in the BFJJC, must complete the Counties Authorization for Records Check form. The Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

The Counties reserves the right to pull Contractor management, third-party repair and staff security clearances without notice for any reason at any time. Contractor will assume the responsibility for such action. The Contactor must notify the Counties immediately in the event a Contractor employee is arrested or the Contractor learns an employee is under criminal investigation. The Contractor shall also require any employee to notify them immediately when the employee is taking prescription medication that may adversely affect their job performance or safety.

Security clearances shall be granted or revoked at the sole discretion of the Benton County Sheriff or his designee, and revocation shall be permitted for reasons including any reason related to the trustworthiness, morality or fitness for duty of the subject of the investigation regardless of whether or not the subject has been arrested or convicted of an actual criminal offense. County reserves the right to condition security clearances on any condition it reasonably sees fit at any time prior to or after granting of such clearance.

The background investigation process may involve requiring Contractor employees to fill out statements which may or may not be under oath. Contractor shall ensure that such

statements are filled out as a pre-condition to passing the background investigation and receiving a security clearance. Contractor shall maintain employees who are recipients of County security clearances above and beyond those actually required to fill current shifts, of such a number as would be sufficient to allow for filling in for absences, emergency staffing or similar needs without resorting to employees who are not the recipient of security clearances.

Contractor shall implement policies pertaining to employees who are the subject of County security clearances requiring them to report to Contractor within 24 hours of: being arrested or convicted of any crime, being told they are a suspect in any crime, becoming aware of any complaint being lodged against them with the Washington State Criminal Justice Commission, being served with a summons and complaint relating to their duties pursuant to this Contract or being served with a summons and complaint, whether relating to or not relating to their duties, where an allegation of the complaint relates to allegedly inappropriate sexual conduct including, but not limited to sexual harassment, sexual assault or lewd conduct. Contractor shall, in turn, notify County in writing within 24 hours of receiving any such notification from one of its employees.

In the event the Benton County Sheriff determines that it is appropriate to revoke any person's security clearance, he shall do so in writing directed to Contractor and may also precede such written notice with verbal notification to the subject of the revocation. Revocation shall become effective immediately upon verbal notification, if made, as long as it is followed by written notification to Contractor. Upon such notification, it shall be Contractor's duty to replace the employee who's security clearance is revoked, with another suitable employee.

Nothing in this section shall be construed as infringing in any way upon Contractor's discretion to hire and retain employees of its own choosing.

While performing food services on County premises, Contractor employees shall not possess any firearms or other deadly weapons, and shall not bring into the Justice Center any weapon or implement prohibited by law or court order.

Contractor employees shall not store any personal items unrelated to the performance of their work in or upon County premises at any time.

The Contractor must notify the facility director and the appropriate Food Service Contract Administrator in writing whenever any management and staff employee has been terminated, permanently transferred or newly hired. The Contractor has sole responsibility for assuring return to the Counties of an employee's security identification badge, keys or electronic entry device within 24 hours of the employee's final shift.

Sexual Misconduct

The Contractor shall ensure all employees, subcontractor, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses. The Contractor shall sign the JRA Proposer Requirements for Responding to Situation of Sexual Misconduct Form and shall submit to

The Contractor shall ensure that written notification must occur within seven (7) days of a

conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

Staffing

The Contractor, at its expense, must staff its operations with the optimum number of employees at all times for the efficient operation of the facility. Contractor shall use no fewer than the number of employees or hours proposed in response to this RFP. Any subsequent reductions in the total number of hours proposed for each location must be approved in writing by the respective Food Service Contract Administrators. Contractor and Counties agree to comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act, which addresses overtime and compensation as required by 7 CFR 3016.36(i)(6) and 7 CFR 3019 Appendix A(4). Contractor and Counties agree to comply with Executive Order 1246- Equal Employment Opportunity as required by 7 CFR 3016.36(i)(3) and 7 CFR 3019 Appendix A(1).

VII. PROCUREMENT SCHEDULE

State Agency RFP Approval:	[Date determined by LEA]	3/31/2015
RFP Release:	[Date determined by LEA]	4/2/2015
Proposals Due:	[4 weeks from above]	4/30/2015
Proposals Scored:	[1 week from above]	5/7/2015
Notification of Apparent Successful	[5 days from above]	5/12/2015
Post-Selection Review Period Ends:	[1 week from above]	5/19/2015
Respond to Post-Selection Review	[5 days from above]	5/24/2015
Board Approval of Selected Proposer:	[Submit to SA within 10 days after	6/3/2015
State Agency Approval:	[2 weeks from above]	6/17/2015
Contract Signed and Executed	[After state approval]	6/23/2015
Submit Signed Contract to OSPI:	[1 week from date of signature]	6/30/2015

Note: The Counties reserve the right to change this Procurement Schedule.

VIII. GENERAL PROPOSAL INFORMATION

A. The Counties reserves the right, in its sole discretion to:
   1. amend the RFP,
   2. to extend the deadline for submitting proposals,
   3. to decide whether a proposal does or does not substantially comply with the requirements of this RFP,
   4. to waive any minor irregularity, informality, or nonconformance with this RFP,
   5. to obtain or provide references to other public agencies, upon request, regarding the proposer's contract performance, and
   6. at any time prior to contract execution (including after the announcement of the intent to award):
      a. to reject any proposal that falls to substantially comply with all prescribed RFP requirements and procedures, and
      b. to reject all proposals received and cancel this RFP upon a finding by the Counties that such cancellation would be in the best interest of the

Counties.

B. Any interpretation, correction, or other change of the RFP will be made solely at the Counties' option. Any interpretation, correction, or change judged by the Counties to be necessary, will be issued in writing and will become an addendum to the RFP. The addendum will be provided, by mail or by fax, to all persons or entities interested in making a proposal who have provided the Adminstrative Services Manager for the Benton-Franklin Counties Juvenile Justice Center, in writing, with a mailing address and/or fax number.

C. All costs, directly or indirectly related to preparation of a response to the proposal invitation or any oral presentation required to supplement and/or clarify a bid which may be required by the District shall be the sole responsibility of and shall be borne by the FSMC(s) (Contractor(s)).

D. If suit or action is instituted in connection with any controversy arising out of this proposal, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court of jurisdiction may adjudge reasonable as attorney's fees, including such attorney's fees on appeal to the Court of Appeals and/or Supreme Court. (Court of Jurisdiction - state of Washington, Benton County).

This Request for Proposals does not obligate Benton or Franklin County to contract for the services specified herein. The Board of Benton County Commissioners and the Board of Franklin County Commissioners reserve the right to reject any or all proposals.

The Boards of County Commissioners reserve the right to make an award with or without negotiation based on an appraisal of the competitive values, delivery time, and other terms offered. The Boards are not bound to make an award on the basis of the low proposal. They may consider the overall value to the Counties and/or other factors.

This document and the materials enclosed herewith constitute only an invitation to submit proposals and do not represent an offer by Benton County or Franklin County. A proposal submitted in response hereto shall constitute an offer to provide food services. Only upon the Counties' acceptance of such offer and execution of a written contract as provided herein shall any contractual commitment be created.

THE BOARD OF BENTON COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

THE BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

RFP No. CB 15-2015
JUVENILE FOOD SERVICES FOR
BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SECTION TWO
SCOPE OF WORK

I. INTRODUCTION

The BFJJC houses juveniles from Benton and Franklin Counties, and contracts with the State of Washington, Department of Social Services (DSHS), Juvenile Rehabilitation Administration (JRA), for beds for various State programs, at 5606 West Canal Place, Suite 106, Kennewick, Washington. The BFJJC has the capacity to house up to 108 persons but currently serves an average daily population of 20 - 35 youths.

The Contractor will be responsible for all procurement, preparation, traying, clearing and cleaning associated with food service at the BFJJC. The Contractor will operate the BFJJC's kitchen with the Contractor's personnel only. No youth or BFJJC staff will be assigned food service related tasks in this facility without prior written approval from the Juvenile Court Administrator.

The BFJJC contracts with the Washington State OSPI to offer a food service program that meets or exceeds all minimum National Academy of Science Recommended Dietary Allowances (RDA) and the Recommended Dietary Intakes (RDI) for males and females under the age of 18 based on their daily physical activity, and nutritional and medical requirements.

Contractor must comply with all Federal and State requirements pertaining to the National School Lunch Program (NSLP), School Breakfast Program (SBP), the Special Milk Program, Summer Food Service Program (SFSP), and the Child and Adult Care Food Program (CACFP) (7 CFR Parts 210, 215, 220, 225, 226, 250, 3015, 3017, 3018 and OMB Circular No. A-102, Attachment O).

The Contractor shall ensure that each individual youth's nutritional needs are met. Breakfast, lunch and After School snack (served in the evening) meals must meet or exceed the minimum Traditional Food-Based Menu pattern requirements of the USDA's School Nutrition Program, Code of Federal Regulations (CFR) Title 7, Parts 210 and 220. The philosophical and functional objective is to use the service of quality food that is "Kid Friendly" as part of a positive oriented detention experience. In addition to three meals per day, the Contractor will provide nutritious snacks. The overall objective is to serve three well-balanced meals.

It is the intent of BFJJC that the Contractor shall provide food services under this Contract in a manner which best fulfills the following program objectives:

- To provide an appealing and nutritionally sound program for detained youth as economically as possible.
- To maintain reasonable, competitive prices in the program.
- To demonstrate environmental and energy awareness and responsibility by minimizing waste in any form.
- To maintain a stable, well-trained, and supportive food service staff.
- To provide catering as requested for BFJJC activities.

II. MEAL SERVICE AND MENU REQUIREMENTS

A. DELIVERY REQUIREMENTS

Meals for BFJJC youth and authorized staff shall follow a cycle menu of no less than 28-days. Meal counts are estimated at 25 - 40 juvenile and staff meals and snacks three times a day or from 530 – 850 meals per week. In addition a par stock of 3-5 snack meals that meet the National School Lunch Program Recommended Traditional Food-Based lunch meal requirements for Grades 7-12 (USDA Manual, "A Menu Planner for Healthy Schools") is to be maintained in the Common refrigerator located on the hall entry wall of the kitchen for juveniles retained in the intake/holding area, and a par stock of 10-24 sack meals that meet the National School Lunch Program Recommended Traditional Food-Based lunch meal requirements for Grades 7-12 (USDA Manual, "A Menu Planner for Healthy Schools") shall be maintained in the Common refrigerator located on the hall entry wall of the kitchen for juveniles serving on the Work Crew Program as requested by authorized staff of the BFJJC. It is anticipated that the projected population levels and meal requirements will remain as projected during the initial or any subsequent contract years.

B. MENUS

A 28-day cycle menu is required and the meal planning option for breakfast, lunch and After School snack used by the Contractor will be the Traditional Food-Based Menu Planning. A no less than two-week menu for sack meals must be presented as well. Accompanying each menu must be a list of nutritionally equivalent substitutions in the event one or more of the menu items is not available. This menu must meet or exceed both the Counties standards outlined herein and American Correctional Association (ACA) mandatory requirements for food service in accredited juvenile correctional facilities whichever is more stringent.

All menu items shall meet all nutritional requirements established by and in accordance with Washington Administrative Codes (WAC), United States Department of Agriculture (USDA), and the Residential Child Care Institution (RCCI) Food Services requirements. Any changes to the menu shall be approved by BFJJC as the school food authority (SFA). (7 CFR 210.16(b)(1)). Contractor will follow the Buy America Provision for food purchases as required by 7 CFR 210.21(d). At a minimum, the National School Breakfast and Lunch Program minimum menu specifications must be met. The intent is to serve high quality nutritious food items that will appeal to young men and women. In addition, there should be a far greater number of whole muscle/unprocessed meat or fish items rather than those with ground and/or processed meat or fish content. No hot or cold drinks with caffeine may be served to youth. The menu must be assessed and periodically revised by OSPI's Registered Dietitian to successfully meet the dietary preferences of the youth. In addition to each meal, but part of the overall caloric limitation, the Contractor is to deliver a snack to be served prior to the next meal. The menu composition intent is to provide as wide a variety of food items and appropriate size portions for youth, depending on their individual needs. The Contractor is to provide a fresh or processed fruit item according to the morning and afternoon meal snack menu. The Contractor will follow the After School Snack 28-day cycle menu for the evening snack. Menu changes shall be approved by BFJJC as the school food authority (SFA) (7 CFR 210.16(b)(1)). The Menu shall meet the requirements stated in Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Changes thereafter may be made with the approval of the LEA. Any changes must equal or exceed the choice selection, quality, grades, and specifications contained in the original menu cycle. The FSMC shall provide a reimbursable lunch and breakfast meal pattern which meets the nutrition standards stated in Section 201 of the Healthy, Hunger-Free Kids Act of 2010 (Pub. L. 111-296, HHFKA) amended Section 4(b) of the NSLA, 42 USC 1753(b). Refer to Exhibit D titled "Nutrition Standards in the National School Lunch and School Breakfast Programs" for meal pattern requirements.

C. NUTRITION REQUIREMENTS

1. **Menu Certification:** Menus must be reviewed and certified by an OSPI Registered Dietitian and adjusted for age, sex and activity according to the RDA and RDI stated by the National Academy of Sciences. The menus must conform to the United States Department of Agriculture (USDA) National School Lunch Program, School Breakfast Program and After School Snack Traditional Food-Based Menu Pattern requirements and the current Dietary Guidelines for Americans relative to food composition, especially those relative to the amount of total fat and saturated fat (trans-fat free is preferable), calories, protein, iron, calcium, vitamin A, vitamin C, cholesterol, sodium and dietary fiber. The menus proposed must contain no more than 4,000 mg. sodium and no more than 30% calories from total fat (saturated fat is to be lower than or equal to 10% of total calories) averaged over the 7-day menu week. The Contractor must provide to the BFJJC written certification of this review for each cycle menu prior to implementation. The OSPI Registered Dietitian must, at a minimum, independently review and approve the menu bi-yearly. Expenses for such review shall be borne by Contractor.

   All meals served in the facility shall be hot meals unless an emergency circumstance exists that causes a deviation or the BFJJC has agreed in advance to a deviation from this requirement.

   Sack meals will be provided, as required, to juveniles who spend part of their time outside the facility. Facility supervision may request sack meals to be served in the facility for purposes of internal controls.

   Snacks will be prepared and provided, as requested, for evening use.

   The Counties will not pay for any meals that are spoiled, do not meet National School Lunch Program (NSLP) Requirements or otherwise do not fulfill specifications of the agreement between BFJJC and the Office of Superintendent of Public Instruction (OSPI).

   Contractor agrees to operate within and conform to the Agreement between BFJJC and OSPI. (7 CFR210.16(a)(2)).

2. **Documentation:** Nutritional documentation for all of the breakfast, lunch and snack menus is required. The format may vary with computer programs but the data must meet the USDA nutrient requirements and recommendations. At a minimum, the analysis must provide weekly summaries and list all RDA vitamins and nutrients as well as total fat, saturated fat, cholesterol, sodium and fiber contents. Contractor must submit the specified nutritional documentation and the USDA Food-Based breakfast, lunch, dinner and After School snack menu pattern for any new and/or revised 28-day cycle menus with an OSPI Registered Dietitian's certification submitted for BFJJC's approval.

   Contractor will agree to provide meal recipes, product information, and production records to the BFJJC Administrative Services Manager as required for OSPI meal reimbursement program, and to Washington State Office of Superintendent of Public Instruction (OSPI), or other entity as directed by the BFJJC. (7 CFR 210.16(c)(1 & 3))

3. **Daily Calorie Requirement:** The minimum daily calorie requirement for the base BFJJC menu shall be 2,800. Only one standard size condiment package and one 8 oz beverage may be applied to the caloric and nutritional content requirement.

D. PORTIONING

All food portion sizes listed on the menus shall be the cooked weight or shall be specifically identified as raw weight. The meat and/or meat alternative portions in casserole or combination dishes must be listed. The contents for all sack meals must be clearly indicated by item and weight. All portions must be listed on the menus that are submitted in the proposal response. They must include the number and portion size of condiment packages. The Contractor will provide, at a minimum, 1% white milk for breakfast and lunch. The milk served for the After School snack meal may be nonfat chocolate or 1%, to be determined by BFJJC staff.

The hot and cold food portions of the meal are to be placed on the specified appropriate insulated trays and placed on tray carriers for transport to each housing pod. The Contractor may not place any hot or cold food in insulated containers until one-half hour before the specified cart pick-up time. Prior to those times the hot and cold food is to be held in equipment designed for this purpose.

Youth, under the supervision of detention staff, may accept or decline a tray located on the carrier by initialing by their name on the Meal Roster. The Meal Roster will serve as the official count for the breakfast and lunch meals that are reimbursable according to the USDA Manual, "Menu Planner for Healthy School Meals for the Traditional Food-Based Menu Pattern. The Contractor is to provide sufficient portions of all food items so that each detainee will receive no less than the specified portion.

When there is a specific medical or religious diet ordered, the Contractor may place the specified portion in a paper-serving container and label that meal or item for receipt by a specified detainee.

E. THERAPEUTIC DIETS

Therapeutic or restricted diets must be available upon medical authorization. Specific diets must be prepared and served to juveniles according to the orders of the attending physician, dentist, nurse or registered dietitian or as directed by the responsible health authority official. Medical diets, and their menus will be developed and verified by a Registered Dietician. Therapeutic and restricted diets must be specific and complete and will be furnished in writing to the Contractor by authorized BFJJC or Contract personnel. Restricted diets must conform as closely as possible to the food served to other youth. The source book to be used is the Nutrition Care Manual with subscription update service (formerly the Manual of Clinical Dietetics Fifth Edition), published by the American Dietetic Association or comparable source that will be subject to the approval of the BFJJC. Medically prescribed food snacks must be served upon request at no additional cost. Medically prescribed dietary supplements must be provided as requested at cost.

F. RELIGIOUS ORDERS

Religious orders must be prepared and served to youth according to the orders of the authorized administration staff, classification officer, or chaplain following a verification procedure confirming the detainee is practicing dietary laws for established religious purposes, not personal food preferences. Detainees shall not be permitted to switch on and off religious diets. Religious transmittal diet orders will be issued on completed forms to food service, classification, and if appropriate, detention officers with required information including: correct diet terminology, date of transmittal, authorization signature, detainee's housing area, identification number. Religious orders and menus

will be developed and verified by a Registered Dietitian and shall meet all nutritional requirements. Religious meals should be simple and conform as closely as possible to the food served other youth.

G. VEGAN / VEGETARIAN DIETS

Vegan/vegetarian diets must be available to be prepared and served to youth according to the orders of the attending physician, dentist, nurse, registered dietitian or as directed by the responsible health authority official. Vegan/vegetarian diets and menus will be developed and verified by a Registered Dietitian and shall meet all nutritional requirements. Vegan/vegetarian meals should be simple and conform as closely as possible to the food served to other youth.

H. CONTINGENCY MEALS

The Contractor will be required to provide food service in the event of lockdowns, riots, severe weather conditions, fire, power failure, labor strikes, ice storms, acts of God or other events that would cripple the normal operations of the detention facility. Emergency meals shall be planned so that no additional cost will be borne by the Counties. At a minimum, the Contractor must maintain an on-premise inventory sufficient to prepare and serve three (3) days of scheduled meals. The Contractor will be required to submit a BFJJC approved contingency plan that will address this requirement within thirty (30) days of contract execution.

I. COMMODITIES FOOD USAGE

The Contractor must be registered with the Washington Department of Education prior to contract execution.

The Contractor shall provide for the utilization of Federal commodities, which shall be strictly accounted for and used only for the benefit of BFJJC food service operations to the maximum extent allowed. The liability for proper use and accountability for these commodities shall be the responsibility of the Contractor.

To assure benefit to the BFJJC's food service program, the Contractor agrees to fully utilize all appropriate surplus food commodities obtained by the Counties from the U.S. Department of Agriculture surplus commodities as distributed by the Washington Donable Food Section. (7 CFR 210.16(a)(6)) Surplus food must be ordered through the State of Washington State Office of Superintendent of Public Instruction (OSPI) by the Food Service Contract Administrator. All such food items must only be served to the juvenile population. Responsibility for receipt, storage and accountability will reside with the Contractor. The Contractor will submit weekly orders to the BFJJC Food Service Contract Administrator according to dates provided by the BFJJC Food Service Contract Administrator.

The Contractor's use of surplus commodity foods each month shall be reflected in its monthly productivity reports. The Contractor will pay to the Counties, in the form of a credit against meal charges; the State of Washington approved entitlement value of the surplus commodities less the amount of the State of Washington fees/handling charges for the surplus foods.

The goal of the BFJJC is to use the full amount of commodity credits available each year. The Contractor will submit copies of the purchasing list as furnished by the respective Food Service Contract Administrators with its billing to the BFJJC. In the event that spoiled commodities are delivered to the Contractor, these commodities must be returned in order for a credit to be made to the Contractor's

commodity usage records.

It will be the Contractor's sole responsibility to regularly access and place orders for standard and bonus commodities through the State of Washington Office of Superintendent of Public Instruction.

All USDA commodities shall accrue to the benefit of BFJJC and ownership shall remain with BFJJC as required by USDA regulations.

J. Management of Donated Foods – Fixed-Price Contracts

In accordance with 7 CFR 250.53, the following provisions relating to the use of donated foods must be included, as applicable, in a recipient agency's fixed-price contract with a food service management company. Such provisions must also be included in procurement documents. The required provisions are:

1. A statement that the food service management company must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in Sec. 250.51(a);

2 The method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all donated foods has been credited;

3 The method of determining the donated food values to be used in crediting, in accordance with Sec. 250.51(c), or the actual donated food values;

4 Any activities relating to donated foods that the food service management company will be responsible for, in accordance with Sec. 250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250;

5 A statement that the food service management company will use all donated ground beef and ground pork products, and all processed end products, in the recipient agency's food service;

6 A statement that the food service management company will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal of better quality than the donated foods, in the recipient agency's food service;

7 Assurance that the procurement of processed end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value;

8 Assurance that the food service management company will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;

9 Assurance that the food service management company will comply with the storage and inventory requirements for donated foods;

10 A statement that the distributing agency, subdistributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods;

11 A statement that the food service management company will maintain records to document its compliance with requirements relating to donated foods, in accordance with Sec. 250.54(b); and

12 A statement that extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

K. ACCOUNTING / AUDITING

ACCOUNTING CYCLE: The Contractor must comply, for accounting cycle purposes, with the Counties' fiscal year of January 1st to December 31st, and calendar month periods.

RIGHT TO AUDIT: The Counties reserves the right to audit any aspect of its food service program, as performed by the Contractor, and Contractor will keep accurate and complete records thereof for at least three (3) years.

Counties shall be the applicant and reimbursement recipient for the Office of Public Instruction (OSPI) meal and snack reimbursement program. Contractor agrees to maintain and make readily available records need to support reimbursement claims as required by Contractor's agreement with OSPI for not less than three years plus the current year. Contractor agrees to provide meal recipes, product information, and production records to the Juvenile Administrative Services Manager or other Juvenile Management staff, as required for OSPI meal reimbursement program, and to Washington State Office of Superintendent of Public Instruction (OSPI), or other entity as directed by the Counties. (7 CFR 210.16(c)(1 & 3))

The Counties will not pay for any meals that are spoiled, do not meet National School Lunch Program (NSLP) Requirements or otherwise do not fulfill specifications of the agreement between BFJJC and OSPI.

BFJJC shall retain signature authority for the Child Nutrition Program Food Services Agreement, Fee and Reduced-Price Policy Statement, and any and all claims made for reimbursement. (7 CFR 210.16(a)(5)) BFJJC shall maintain approval and signatory responsibility for free and reduced-price meals and free milk in accordance with 7 CFR Part 245. Such responsibilities include the approval of applications for such meals, snacks, and/or milk, conduct of any hearings related to such determinations and verification of applications for free and reduced-price meals.

III. FOOD PRODUCTION, PREPARATION AND SERVICE

A. Food services prepared under this contract will be prepared utilizing the BFJJC detention kitchen facility at 5606 W. Canal Pl., Suite 106, Kennewick, WA.

B. QUALITY ASSURANCE

The Contractor must maintain a comprehensive quality assurance program that implements Hazard Analysis Critical Control Points (HACCP) based on the USDA Guidance, Developing a School Food Safety Program based on the Process Approach

to HACCP Principles, June 2005 and the School Food Safety Inspection Requirements, July 2002.

HACCP is the delivery of safe food by controlling hazards (biological, chemical, and/or physical) that may occur or be introduced into foods along the flow of food during receiving, storing, preparing, cooking, cooling, reheating, holding, assembling, packaging, transporting and serving. If the Contractor has a HACCP program that addresses, but is not limited to the purchase, delivery, storage, preparation, portioning and delivery of food as well as facility and equipment sanitation and staff food handling practices, this HACCP program may be submitted to the BFJJC for approval.

All such records must be filed in an orderly, chronological fashion to permit easy access and audit by the respective Food Service Contract Administrators. The Contractor must have a minimum of two Food Safety Inspections each School Year by the local Counties Health Inspector. The Contractor must post their food safety inspections and must give members of the public copies of their food safety inspections if requested.

Contractor shall ensure health certification of facility. (7 CFR 210.16(a)(7) and 7 CFR 210.16(c)(2)) BFJJC may monitor food service operations of Contractor through periodic visits (7 CFR 210.16(a)(3)), which may include other appropriate County and State personnel. Meals provided by Contractor shall be prepared, put on trays and trays put on carts for transport to the detention pods by BFJJC staff, and shall be maintained at their required temperatures and precautions taken for control and prevention of food-borne illness. Contractor shall keep all required daily storage, temperature, and other production records.

All foods used by Contractor shall meet USDA standards of quality, sanitation and safety, applying to foods that are processed commercially and purchased by the program. Contractor will be responsible for all costs associated with any and all meals that, do not meet National School Lunch Program (NSLP) requirements or otherwise do not fulfill specifications of agreement between Counties and OSPI, (costs include food and personnel). Counties shall retain control of the quality, extent, and general nature of its food service.

All food purchased for use under the final contract with the Counties shall meet at least the following minimum specifications:

1. Beef, veal, pork and lamb shall be of at least USDA Good. The fat and/or soy content of all ground meat products to be used cannot be in excess of 20% and 6% respectively. All breaded products must have a product weight of 3 oz. before breading.

2. Poultry shall be at least USDA Grade B. Chicken quarters can be no less than 8 oz. raw weight. Legs or thighs must be 6 oz. minimum raw weight. All breaded products must have a product weight of 3 oz. before breading.

3. Canned fruits and vegetables shall be at least USDA Grade C (or standard).

4. Frozen fruits and vegetables shall be at least USDA Grade B.

5. Fresh produce shall be at least USDA No. 2. Some **minimum** counts are as follows:

   a. Apples 113

   b. Oranges 113

c. Bananas 3-4 (petite)

d. Pears 90-100

The Contractor may serve comparable portions of other popular fresh fruits.

6. Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine if it is a commodity item.) 2% skim and nonfat chocolate fresh, fluid milk fortified with Vitamins A and D shall be served at breakfast, lunch and dinner and snacks if applicable. Dry/powdered milk may be used in cooking/baking.

   Eggs shall be at least USDA Grade B Large.

7. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of 3 oz before breading.

8. Bakery products - A minimum of 60 percent whole-grain products must be used. As long as they are within their "sell-by" dates, day-old breads may be purchased but must be used within 48 hours or frozen until the time of use (seven day maximum hold).

9. The Contractor may not purchase "second market" or distressed food items without the prior written approval of the Counties. The Counties must approve, in writing, any changes from the stated specifications.

C. STORAGE

The Contractor must provide for the correct receiving, prompt storage, rotation and issue of food items purchased for use in the BFJJC. Products that have been frozen in excess of one year or are past the manufacturers or processors pull or freshness expiration date may not be served. All food products must be marked with a date when they were received and stored on a first-in-first-out (FIFO) rotation basis.

D. INVENTORY

For the purpose of maintaining a regular supply of fresh foods and for cost control and accurate reporting purposes, the Contractor shall conduct physical inventories of all food and supply items.

All products required to serve the published menu will be on hand at the BFJJC kitchen location in time to properly prepare the food. The Contractor shall keep on hand sufficient food products as to be able to prepare and serve a minimum of three days of meal and snack service

E. PRODUCTION CONTROL TECHNIQUES

The food production techniques and hold methods used in the BFJJC facility must be in accordance with all applicable health and sanitation mandates. It is the specific responsibility of the Contractor to accurately maintain its food production records (whether manual or computer software driven) to conclusively prove that all food items are being prepared in accordance with the terms and conditions of this RFP and the resultant contract.

Sulfites: No sulfite additives are to be added on premises to any foods served under the resultant contract.

F. FOOD PREPARATION

1. **Method:** Contractor shall utilize the traditional cook and serve methodology, Recipes, menus and production schedules must all be designed to minimize the risk of spoilage.

2. **Recipes:** A file of tested bulk recipes adjusted to a yield appropriate for the population counts specified must be maintained on the premises.

3. **Optimum Temperature Ranges**: All chilled food must be held and served at no more than 41 degrees F. and all hot food items held and served at no less than 140 degrees F. (Washington State Manual, School Food Safety inspection Manual)

G. DATE CODES

A code system acceptable to the respective Food Service Contract Administrators must be utilized to date all sack meals to prevent consumption of dated or spoiled foods. After 48 hours, all unused sack meals must be discarded.

H. SANITATION, SAFETY, AND RISK MANAGEMENT

1. **Laws and Regulations:** The Contractor shall comply with all federal, state and local laws and ordinances regarding health, sanitation, safety and environmental disposal regulations. The Contractor shall be subject to inspections in the kitchen by the Benton-Franklin Counties Environmental Health Services, Benton-Franklin Counties Health District, OSPI, State of Washington Health Inspectors, and authorized personnel from the BFJJC.

2. **Food Handlers Cards and Medical Exams:** The Contractor will provide medical examinations as required by law and appropriate records for each employee will be kept on file with the respective Food Service Contract Administrator. This includes a current food handler's card on file for all the Contractor's staff and management. All Contractor management and supervisory staff must successfully complete the National Restaurant Association sponsored "ServSafe" program within six months of contract initiation and within three months of employment thereafter.

3. **Food Samples:** The Contractor shall save samples of all meals, including sack meals, in a freezer at all facilities for a period of not less than 72 hours for testing in the event of an outbreak of food poisoning or contamination. Samples must be clearly marked as to the dates and times of preparation, service and storage.

4. **Emergency Situation Reports:** The Contractor shall be responsible for immediately notifying the on duty supervisor of any fires in the kitchen or related areas and of any accidents involving Contractor personnel.

5. **Employee Physical Health:** The Contractor shall not permit employees with communicable health problems (including open sores) to work.

6. **Worker's Compensation / L&I:** The Contractor is responsible for processing all Workers Compensation reports relating to its employees.

7. **Risk Management Plan and Practices:** The Contractor shall provide a detailed plan of food service program risk management. The Contractor shall provide a detailed plan of Hazard Analysis Critical Control Point (HACCP) practices.

I. FOOD DELIVERY AND SERVICE

The American Correctional Association guidelines recommend that from the service of dinner, the last meal, to breakfast, no more than 14 hours elapse. To comply with these standards, both parties shall agree upon serving times that respectfully satisfy the BFJJC and the aforementioned recommended standards. A policy for the feeding of late or early "bookings" shall also be established.

Upon mutual agreement of a schedule, serving meal carts carrying the specified meal trays, will be available to detention staff to deliver to pod areas 15 to 30 minutes prior to the scheduled meal service times.

All food must be held in the appropriate hot or cold holding units or properly temped insulated carriers.

A BFJJC reporting form is filled out at each meal. The reporting form enables BFJJC staff to quickly ascertain that all meal items have been provided. This form will be used for billing reconciliation purposes. The form must show the following information:

1. Number of meals ordered
2. Number of meals received
3. Number and type of special meals ordered with space for recipient signature
4. The number of trays and beverages provided
5. The menu, specified portions and temperature at loading
6. Any special instructions
7. Signature line for staff person receiving cart
8. Signature line for Contractor staff receiving cart upon its return to the kitchen.

The carts will be returned to the kitchen within one (1) hour of the scheduled meal service time. The Contractor should be aware that there are no facilities in the service areas to allow for the rinsing of dirty dishes. Unused food (i.e., not served to youth) that is returned to the kitchen may not be reused.

J DISPOSABLES / EXPENDABLES

The Contractor shall furnish all paper, plastic ware, sacks, paper towels, hand soap and all other kitchen related supplies for the kitchen area operation and food service. The BFJJC reserves the right to request that samples of disposable goods be submitted prior to contract execution. Styrofoam products may not be used in the BFJJC.

K. RECEIVING / DELIVERY / SHIPPING

The Contractor shall be responsible for scheduling product delivery and for assuring that qualified personnel are on site and available for all kitchen product deliveries. The Contactor should notify its Vendors that there is only space in the receiving area for one large truck at a time.

Unless otherwise specified, all shipment of merchandise will F.O.B. at the following:

Benton-Franklin Counties Juvenile Justice Center
5606 West Canal, Suite 106
Kennewick, WA 99336

L. SALES PERSONS

The Contractor should encourage all salespersons to call at their district offices. No salesperson will be permitted in the secured portions of the facilities. If a salesperson must call on the Contractor's unit managers, the managers must meet the salesperson in the public reception areas. [The Contractor shall minimize the use of this area as much as possible.] Note: Exceptions may be made for equipment repairs, deliveries or installations.

M. EQUIPMENT OWNERSHIP & RESPONSIBILITY

Requirement: The Contractor warrants that it will take all reasonable and prudent measures necessary to assure the Counties that its equipment is being properly used and maintained. The Contractor will assume full fiscal responsibility for any damage incurred due to its employee's negligent handling of Counties owned fixtures, furniture and equipment.

Acquisitions: In the event the Contractor purchases any capital equipment during the term of this Contract for use at the BFJJC site, it is hereby agreed that at such time that said equipment is fully amortized by the Contractor, that upon such event, any such equipment shall become the sole and exclusive property of the Counties and title to said equipment shall hereby vest in and to the Counties. In addition, in the event any equipment so purchased is not fully amortized within the term of this Contract, as may be renewed, then and in that event, the Contractor hereby agrees to sell all such equipment to the Counties for the purchase price less any amount amortized to date which shall include any amount eligible for amortization but not yet amortized.

Preventative Maintenance & Equipment Repairs: Contractor agrees to provide quarterly preventative maintenance to the kitchen equipment.

Contractor will keep separate records on maintenance and repairs for each piece of equipment and provide a written report and relevant documentation to the Counties at least quarterly as to what preventive maintenance/repairs have been performed on each piece of equipment. A report of all preventative maintenance and repair work performed will be sent to the Food Service Contract Administrator within the 120 days of the end of each fiscal year.

A Preventive Maintenance System is concerned with minor adjustments, lubrication, cleaning and inspection. If the Preventive Maintenance regular inspection indicates the need of a more comprehensive overhaul or parts replacement, the Preventive Maintenance Inspector takes action to protect the equipment and then reports his findings to the Food Service Contract Administrator and Facilities Supervisor, for assignment and repair.

Basic Preventive Maintenance Functions

1. Cleaning
   - Clean machines are easier to maintain, operate better, and leaks / defects are more readily detected.
   - The image portrayed by clean equipment builds pride and morale in the department.
   - Cleanliness is important, even mandatory, during accreditation inspection.
   - Dirt gets into bearings and seals and results in wear and leakage. Dirt absorbs moisture and causes electrical problems.
   - Dirty electrical contacts tend to arc and burn.
   - Belts slip and overheat when dusty or wet, thus reducing the life of the belt and its efficiency. Dirty chain drives wear faster, rust,

or sometimes freeze and break.

2. Inspection
   - The Preventive Maintenance employee must understand the importance of close and complete inspection in great detail.
   - To properly inspect a machine, it is necessary to know what it is doing inside so proper instruments are provided.
   - Refrigeration pressure gauges, a pyrometer, and electric listening device, a tension scale, voltammeter, a long-handled shop mirror and a ohmmeter are a few of the more important tools or instruments.
   - All of these are essential to "seeing" what is going on inside and around a piece of mechanical equipment.
   - The results obtained through the use of these and by visual observations are reported and recorded, either as a routine inspection for the record or as defects to be corrected.

3. Lubrication
   - Although this function normally is performed in accordance with manufacturers specifications, experience may alter lubrication requirements. Over-lubrication can be as dangerous as too little.
   - Excess lubricant must be removed.

4. Adjustment
   - The tension and alignment of belt and chain drives must be maintained at specified limits.
   - Drives cannot be over tightened or allowed to run slack.
   - Sheaves and sprockets must be properly aligned with a straight edge.

Preventative Maintenance Systems

Preventative Maintenance Systems require:

1. An inventory list of all equipment – See Exhibit I to the Food Services Contract
2. A complete library of individual machine brochures, if available, outlining manufacturers specifications and maintenance
3. A preventative maintenance log book

Cooking Related Ventilation Systems: The Counties will assume responsibility for the proper maintenance and steam cleaning of the hood ventilation and stack systems a minimum of twice annually at the Counties expense.

Counties Maintenance Assistance: The Contractor may, upon request, utilize Counties maintenance personnel for minor electrical and equipment repairs. The decision to repair or not repair rests solely with the Counties.

The Contractor will be expected to inform the BFJJC Facilities Supervisor immediately of any equipment problems or deliberate mistreatment of same by a Contractor's employee.

Inventory Procedures: The Contractor shall inventory, at least annually, all capital equipment and Counties-owned service ware under the Contractor's direct control. Counties may conduct such an inventory at any time, at its option. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The Contractor will be liable for the replacement cost for all unaccounted items. A separate list of all Contractor supplied equipment must be maintained and

submitted to the BFJJC annually.

The Contractor has sole responsibility for properly securing and maintaining this equipment in accordance with all health codes, food service industry best practices and specified security procedures.

N. SMALL WARES

1. A current list of small wares is attached as Exhibit J to this Contract. The small wares inventory will be made available for the Contractor's use upon execution of this Contract.

2. The Contractor shall, at its expense, maintain at 125% of the Average Daily Population (ADP) for the facility all small wares such as knives, spatulas, ladles, spoons, whips and related cooking utensils. Service ware such as insulated trays, cups, permanent flatware, delivery carts, insulated bulk food carriers, straps, and related items are considered small wares. Additionally, the Contractor will provide and replace all sanitation and janitorial equipment. Once purchased, all small wares become the property of the Counties.

O. AUXILIARY FOOD SERVICE

The Contractor must be available to provide food for visitors and other Counties functions, including but not limited to catering functions, staff coffee service, medical purchases and related bulk purchases. The Contractor should not proceed with such functions without written authorization from the Juvenile Court Administrator or respective Food Service Contract Administrator. The costs for auxiliary food services will be subject to individual requirements under terms written and agreed to by both parties. Such arrangements and price charged shall be agreed upon prior to each function.

IV. OTHER TERMS

A. VEHICLES

Any vehicles required by the Contractor in the performance of services under this Contract shall be purchased, used and maintained at Contractor's own expense. All vehicles used for food transport are to be maintained in a clean, sanitary condition at all times.

B. JANITORIAL

1. **Garbage:** The Contractor shall remove all trash to the assigned compactors/dumpster locations a minimum of twice a day. The Contractor shall ensure that garbage is removed whenever any trash containers are full, at the end of a meal period or at the end of the workday.

2. **Cleaning:** The Contractor shall be responsible for all day-to-day as well as periodic major cleaning of the entire kitchen area including walk-in refrigerators/freezers, storerooms, dish wash areas, cart depot/dispatch areas, kitchen restrooms, offices and receiving areas. BFJJC janitorial personnel will not be assigned any work in kitchens/food service areas assigned to the Contractor.

3. **General Janitorial and Personal Sanitation Supplies:** The Contractor shall supply all cleaning equipment and approved chemicals as well as hand soap, paper towels and toilet tissue for all restrooms and hand washing sinks

in the kitchen.

C. PEST EXTERMINATION

The Contractor shall be responsible for the cost and implementation of a regular monthly program for the extermination of rodents, vermin and other unsanitary vectors in the kitchen areas only. AH/Chemical reports will be forwarded to the respective Food Service Contract Administrator. The Contractor may opt to select the service the Counties use. Arrangements must be made with the BFJJC Facilities Supervisor prior to the start of the contract.

D. ENERGY CONSERVATION

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

SECTION THREE
PROPOSAL INSTRUCTIONS AND EVALUATION

I. PROPOSAL INSTRUCTIONS

A. Submission

Proposers shall submit one (1) original and three (3) complete copies of their response to: Benton-Franklin Counties Juvenile Justice Center, 5606 West Canal Place, Suite 106, Kennewick, Washington 99336, **no later than 5:00 P.M., APRIL 30th, 2015. PROPOSALS MUST BE TIME STAMPED AT THE RECEPTION WINDOW BY THE STATED DEADLINE.** All proposals that are not time-stamped by the deadline shall be considered late and may be rejected.

Submit proposals in a sealed package appropriately marked with the proposal title, the RFP number, and the name and address of the provider.

B. Proposal Organization

Proposals shall be organized in the following manner:

1. Signed Cover Letter

The Cover Letter shall briefly highlight the features of the proposal and state the number of years experience the Proposer has providing services to juvenile detention and/or similar facilities that are similar in size to the BFJJC. The Cover Letter must state the name(s) of the person(s) authorized to represent the Proposer in any negotiations, the name(s) of the person(s) authorized to sign any contract that may be awarded, the contact person's name, mailing or place of business addresses, phone and fax numbers, and email addresses. A legal representative of the proposing organization authorized to bind the firm in contractual matters shall sign the cover letter and other required forms attached to this RFP. **Failure to submit a signed cover letter may result in rejection of the proposal.**

2. Proposal

Proposers shall provide all information as requested in this RFP. Responses must follow the format below ("Proposal Format/Requirements") either by restating the request/question or using the same lettering and numbering sequence. **Failure to do so may result in rejection of the proposal.** Proposals must be clear, succinct, printed single-sided on 8-1/2 X 11 paper, and in a type font no smaller than 11 point. All pages must be numbered.

The Counties may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. The number of pages submitted is not limited; however, proposals

should be as concise as possible. All proposal submission material for this RFP shall become the property of the Counties and shall not be returned. The ability to follow these instructions demonstrates

3. References

Provide a list of all corrections food service contracts with comparable juvenile detention facilities for the last five years, indicate the contract length, the contract value per year, the name and address of the facilities, the name, title and contract responsibility for a client contact at each facility, and their current telephone number and email address (if available).

Proposer shall include all review and/or audit documentation for the past two calendar years from the State and Local Department of Health and Office of Superintendent of Public Instruction (OSPI).

The Counties may select any of the named references from the list or may contact references not listed to interview and collect assessment information on Proposer contract performance. The Counties intends to contact a minimum of three references but may choose to interview a greater or fewer number in its sole discretion.

The Counties reserves the right to investigate references including customers other than those listed in Proposer's submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment employees and workers.

4. Attachments

Include all requested materials at the end of your proposal response, including completed required forms found in the attachments to this RFP.

C. Proposal Format / Requirements

The following information must be included in each proposal. In the event that previously presented information is applicable, do not present it again; simply reference its location. This information will give the BFJJC personnel reviewing proposals an overview of the Proposer's business operation relative to comparable detention operations.

1. INFORMATION REQUIREMENTS

a. Corporate Business Information

1. List the name, address, phone, fax and web site (if available) for your corporate headquarters.

2. Describe the services available.

3. Identify the ownership of your organization. If private, provide the most recent CPA's audited financial statement. If public, provide the most recent annual report.

4. List your credit rating and its source (bank, credit rating service, or other letter of reference). If applicable, will parent entity guarantee subsidiary's debts throughout life of contract? If so, please provide written proof of such an arrangement.

5. State whether there has been any form of bankruptcy or creditor protection within the past ten years or if currently insolvent.

6. Describe your accounting procedures and retained accounting firm, if any.

7. Give an example of your audit control.

8. Describe the number, type and amount paid out for each lawsuit filed within the past ten years. The state, court jurisdiction and case number should be supplied for each. Designate the person to be contacted for receipt of all legal claims and explain the process for handling each case or complaint.

b. Corporate Management

1. Identify and list the background, education and experience of corporate management.

2. Identify the degree of participation with local offices from 0% to 100%.

3. Relative to span of control, how many levels of management are there?

c. Organization Structure

1. What is your legal organization classification and recent history relative to form, name and significant ownership changes?

2. List all majority/principal owners with five percent or more ownership.

3. List your business segment and geographic locations.

4. List your total number of detention related units, their population and annual gross sales.

5. Specific to food service, how many regions are supervised?

d. Operating Procedures

1. Do you have effective written operating procedures that govern, in detail, your institutional food service services? Provide relevant portions of such procedures .

2. Is purchasing handled centrally by headquarters or by each location? Describe.

3. Is the accounting system computerized? Describe. Is staff available for cost analysis, research?

4. Are accounts receivable/payable handled by headquarters or by each location? Describe.

5. Regarding communication, how often are local operations visited? What is the nature of support and supervision of local operator?

e. Regional Office

1. List the name, address, phone and fax number for your regional office for Washington.

2. Describe the services available.

f. Management

1. Identify and list the education, experience, and length of service of regional management.

2. Identify the degree of participation from 0% to 100%.

g. Organization Structure

1. List your geographic area of activity.

2. What is the total number of operations and annual gross sales?

3. What is the structure of regional supervision? What areas are covered?

4. What is the ratio of regional supervisors to operations?

h. Proposed BFJJC Operation

1. What management team is proposed for the BFJJC operation? Provide the background of General and Unit Managers. Describe their experience.

2. Attach resumes for members of this proposed team.

2. STAFFING

a. Wages & Benefits / Living Wage Requirements and Calculations

Each Proposer shall calculate the total project cost and hours dedicated to each portion of this project. Hours and classifications required in this RFP shall be considered the minimum number of hours that will be evaluated for the routine services specified.

Proposers shall include in their Proposals the entire cost of the work set forth in this RFP. The Proposal shall include a breakdown summarizing the employee classifications that the Proposer intends to use; the number of hours for each classification; and the wage structure and benefits package description and cost.

b. Staffing Charts

Provide detailed staffing charts showing scheduled hours for each person by position for each day of a normal workweek must be submitted within the proposal.

c. Initial and Ongoing Management and Staff Training

Specify the type and length of orientation and training for new employees as well as ongoing/continuing education of its existing employees including length of training period, location for training, costs, and performance evaluation procedures. The Proposer is to specifically identify what initial (to include orientation) and ongoing training and amount of time will be dedicated to food handling, facility/equipment sanitation, personal hygiene, detainee contact issues and general facility security policies and procedures.

3. PRODUCT INFORMATION

a. Cycle Menus

Provide representative 28-day cycle menus and 14-day sack lunch menus as specified herein for the OSPI facility. All portions and product weights must be included.

b. Food and Supplies Specifications

Provide manufacturer or processor specifications that address the levels of quality, grade, size, pack, count, and all other relevant information for the 50 most frequently used items on the 28-day cycle menu. Those specifications shall be equal or greater than those specified in the RFP. Specifications for service ware to be used in the performance of these services shall also be included.

c. Recipes

Provide a minimum of 20 recipes for the prepared items

proposed within the 28-day cycle menu.

d. Inventory

Detail the process used for inventory. Include a statement as to how often a physical inventory of non-processed food and supply items will be taken. The method for conducting the inventory and the disposition of the data collected must be explained in detail.

e. Food Production Management

Provide a description of your food production management system. If a computerized food production management software system is to be utilized for this or any other purpose, it must be so noted. Specifications outlining the features of the proposed computer program must be submitted within the proposal. If a manual system is used, a summary of that process must be presented.

f. Quality Assurance

Provide a description of the quality assurance program to be used in regards to the purchase, delivery, storage, preparation, portioning and delivery of food for the BFJJC facility. The manner in which these records are to be assembled and stored must be addressed.

4. PRICING

a. Per Meal Cost and Fees Proposal

Each proposal must include an expenses and administrative/ management fee proposal. Within the cost proposal, the Proposer must show the cost for each meal (breakfast, lunch and dinner) as well as distinguish sack meals (if different). The meals for the OSPI facility must be proposed at a level that reflects their total actual cost including delivery, administrative / management overhead and Proposer's anticipated profit. The meal prices proposal must not include any anticipated commodity credits.

In addition, the Proposer's consolidated price proposal must reflect the per meal prices which would be in effect if the population should increase in 10 person increments beginning with the base population of 30 and showing increments up to 70. The base population numbers for each facility must be set within each cost proposal. The Proposer shall implement the new price level once the population level has been reached and sustained for a period of three (3) days or longer.

The per-meal cost proposals prepared by the Proposer <u>must include</u> year one pro forma revenue and expense projections and the following <u>separately</u> costed elements:

- Food cost (not including but showing the anticipated use of

and credit to the Counties for U.S. Government commodities separately).

- Disposables (alt non-returnable service ware and packaging directly related to the service of meals.
- Applicable local, state and federal taxes. Collection and payment of all taxes is the sole responsibility of the Proposer.
- Labor Cost **(see above)**.
- Payroll taxes and benefits (with reference to the above, to include all on-site full time management and staff).
- Controllable Expenses (<u>except equipment repairs and maintenance)</u>, all normal day-to-day expenses for operating supplies, non-equipment repairs and maintenance, uniforms and other related costs).
- Equipment and small wares expense (cost for installation and maintenance of any equipment not supplied by, but approved for use by the Counties. This includes the purchase and periodic replacement of Proposer supplied small wares).
- Administrative/Management Fee (those costs associated with the administration and management of the contract that are not shown in the labor, expenses or equipment/small wares categories. This fee is to include the proposer's profit margin.)

Miscellaneous Expenses (must be identified). The per meal price of the performance bond must be listed separately.

BFJJC will not pay for any meals that are spoiled, do not meet National School Lunch Program (NSLP) Requirements or otherwise do not fulfill specifications of the agreement between BFJJC and OSPI.

b. Auxiliary Food Services

Proposer must be agreeable to providing auxiliary food services and, if awarded a contract, negotiate a cost-plus price for these services with a specified not-to-exceed mark up percentage, include a not-to-exceed cost plus percentage for special catering functions, staff coffee service, medical purchases and related bulk purchases.

II. EVALUATION

Proposals meeting the minimum requirements as determined by the Counties will be evaluated by authorized Counties personnel. The Counties are not bound to make an award on the basis of the low proposal; the Counties may consider the overall value to the Counties and/or other factors. **By issuing this RFP and evaluating proposals, the Counties are not obligating itself to enter into any contract. The Counties reserve the right to reject any or all proposals.**

SECTION FOUR
GENERAL REQUIREMENTS

I. PROPOSAL SUBMISSION

Proposals shall be submitted, as instructed in Section Three, to the location specified by the stated due date and time or they may be rejected and returned to the Proposer unopened.

II. CLARIFICATION OF REQUEST FOR PROPOSALS

Any Proposer requiring clarification of the information specified in this RFP, or claiming objections to any provision herein, must submit specific questions/objections or comments in writing to:

Jennifer Bowe, Administrative Services Manager
Benton-Franklin Counties Juvenile Justice Center
5606 West Canal Place, Suite 106
Kennewick, Washington 99336
Phone (509) 783-2151, Extension 2721, Fax (509) 736-2728
email: Jennifer.Bowe@co.benton.wa.us

Questions may also be presented verbally at the voluntary Pre-proposal Meeting and Facilities Tour. All questions and clarification requests must be submitted by 5:00 p.m. April 17, 2015. If Benton-Franklin Counties Juvenile Justice Center determines that additional information or interpretation is necessary, such information or interpretation will be supplied in Addenda that will be mailed to all persons or firms that have attended the voluntary meeting.

III. PRE-PROPOSAL CONFERENCE

An optional Pre-Proposal Conference will be held on April 21, 2015 at 3:00 p.m., Juvenile Justice Center, 5606 West Canal Place, Suite 106, Kennewick, Washington.

This meeting is designed to clarify the information provided within this RFP and provide Proposers an opportunity to tour the kitchen. There will be an opportunity to ask questions. Please read the RFP before this meeting and be prepared to submit in writing any questions you may have.

IV. CLARIFICATION OF PROPOSALS/RESPONSES

The Counties reserve the right to request clarification of any item in a firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses will be in writing. Failure of a Proposer to respond to such a request for additional information or clarification may

result in rejection of that Proposer's proposal, response, and/or responses.

V. CANCELLATION

The Counties reserves the right to cancel this RFP and any subsequent award. In no event shall the Counties have any liability resulting there from. The Proposer assumes the sole risk and responsibility for all expenses or liabilities that have been or may be incurred in connection with this RFP.

VI. REJECTION OF PROPOSALS

Benton and Franklin Counties reserves the right to reject any or all responses to this RFP.

More than one proposal from a Proposer under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has vested interest in more than one bid will cause the rejection of all bids in which such is the case. The prohibition against the submission of more than one bid shall be interpreted to include bids from all forms of ownership and affiliation including, but not limited to, parent, and subsidiary corporations whether wholly owned or majority interest, joint ventures and partnerships having common partners and individuals presenting separate bids.

VII. SAMPLE GENERAL CONTRACT TERMS

To the extent the Counties decides in their discretion to select a Proposer to enter into contract negotiations, a sample Benton and Franklin Counties Contract, setting forth sample general contract terms not specific to this RFP, is attached to this RFP. Also attached to this RFP are the OSPI "Food Service Management Contract Checklist", OSPI advisable contract provisions, and OSPI unallowable contract provisions. If Proposer has any exceptions to any of the contract terms and conditions, they <u>must be stated in the proposal response, with an explanation for the exception request</u>. Specific project contract terms and conditions may be negotiated.

VIII. DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of Counties shall be final and binding upon all parties.

IX. COLLUSION

A Proposer, submitting a Proposal hereby certifies that no officer, agent, or employee of Benton and Franklin Counties has a financial interest in this Proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

X. PROPOSALS ARE PUBLIC RECORDS

Proposers are advised that all documents submitted by Proposers are subject to the

provisions of the Washington Public Records law. Proposers may request exemption from disclosure consistent with Washington law. All such requests shall be in writing, noting specifically which portion of the proposal the Proposer requests exemption from disclosure. Proposer will not copyright, or cause to be copyrighted, any portion of any said document submitted to the Counties as a result of this RFP.

XI. OSPI CONTRACTING REQUIRMENTS

Proposers are advised that the Food Service Provider for BFJJC must agree to the following provisions required by OSPI:

A. The proposal offered must comply with all Federal and State requirements pertaining to the National School Lunch Program (NSLP), School Breakfast Program (SBP), the Special Milk Program, Summer Food Service Program (SFSP), and the Child and Adult Care Food Program (CACFP) (7 CFR Parts 210, 215, 220, 225, 226, 250, 3015, 3017, 3018 and OMB Circular No. A-102, Attachment O).

B. PURCHASING CERTIFICATE

The Contractor agrees to the Purchasing Certificate requirements in Exhibit C as required, which is attached herein by reference, as required by O.S.P.I.

C. LOBBYING

Certification Regarding Lobbying. Contractor must sign and submit a certification regarding lobbying that conforms in substance with language in 7 CFR 3018,7 CFR 3019 Appendix A (7). The certification regarding lobbying shall be attached to the signed Agreement and kept on file at the BFJJC. A copy of the certification shall also be forwarded to the state agency with the signed Agreement 7 CFR 3018,7 CFR 3019 Appendix A (7). Contractor shall disclose lobbying activities in connection with school nutrition programs 7 CFR 3018,7 CFR 3019 Appendix A (7). The lobbying disclosure form shall be attached to the signed Agreement and kept on file at the Local Educational Agency (LEA)/BFJJC. A copy of the certification shall also be forwarded to the state agency with the signed Agreement (7 CFR 3018,7 CFR 3019 Appendix A (7)).

D. DEBARMENT / SUSPENSION CERTIFICATE

Debarment/Suspension Certificate. Contractor must sign a Debarment / Suspension Certification. This certification assures the LEA/BFJJC that Contractor has not been debarred from entering into contracts with the federal government or any entity receiving federal funds or suspended from entering contracts during a time when Contractor is being investigated for a legal action taken to debar Contractor from contracting activities. 7 CFR 3017.510,7 CFR 3019 Appendix A (8) The certification is attached to the signed Agreement and kept on file at the LEA/BFJJC. A copy of the certification will be forwarded to the state agency with a copy of the signed Agreement (7 CFR 3017.510,7 CFR 3019 Appendix A (8)).

E. CLEAN AIR ACT

Provision requiring compliance with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, and EPA regulations (7 CFR 3016.36(i)(i2), 7 CFR 3019 Appendix A (6)).

F. ENVIRONMENTAL

Environmental violations will be reported to FNS and vendor/FSMC will not utilize a facility listed on the EPA List of Violating Facilities (7 CFR 3016.36(i)(12), 7 CFR 3019 Appendix A (6)).

G ENERGY

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (*Appendix C: OMB Circular No. A-102, Attachment 0, Paragraph 14.j*).

H AFFIRMATIVE ACTION

Contractor agrees to comply with the affirmative action contract requirements for the entire performance period of this Contract, as detailed in Exhibit H, which is attached hereto and incorporated herein by reference.

I BUY AMERICAN

Contractor agrees to the "Buy American" provision in compliance with Section 12 of the National School Lunch Act 42 USC 1760.

Following pages are
Attachments
To
RFP

A) Cover Sheet and Certification of Proposal

B) General Release of Liability

C) Juvenile Food Services Proposal Form

D) Affirmation Action Contract Compliance Statement

E) Prototype – Certificate of Independent Price Determination

F) Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

G) Certification Regarding Lobbying Child Nutrition Programs

H) Instructions for Certification

I) Suspension and Debarment

J) Purchasing Certification

K) General Information

L) Financial Pro Forma

M) Contractor Food and Non-food Prices

N) Administrative and Management Fees

O) Food Services Management Contract Checklist

P) Sample Contract – General Terms

Attachment A

COVER SHEET AND CERTIFICATION OF PROPOSAL

To: THE BOARD OF BENTON COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

THE BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

The undersigned, an officer/principal partner/proprietor hereby certifies on behalf of ____ _____ that I/we have carefully read the entire Request for Proposal, including the Call, Overview and Schedule; Scope of Work; Proposal Instructions and Evaluation; General Requirements; and attachments relating to the juvenile food services for the Benton Franklin Counties Juvenile Justice Center at 5606 West Canal, Suite 106, Kennewick, WA, and thoroughly understands the same; and hereby submits the following proposal offering to provide such services.

(Please submit your price proposal as an annual amount without sales tax on this form and submit separately your pro forma statement to support the fixed price per meal calculation.

_____($)

FIRM NAME:

Circle one that applies: Proprietorship Partnership Joint Venture Corporation

ADDRESS:

STATE OF INCORPORATION (If a Corporation):

SIGNATURE(s) of AUTHORIZED OFFICIAL(s):

Signature:_____ Telephone:_____

Print Name:_____ Title:_____

Signature:_____ Telephone:_____

Print Name:_____ Title:_____

CONTACT PERSON:_____ Telephone:_____

Attachment B

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
General Release of Liability

The Benton-Franklin Superior Court operates the Detention Unit under the supervision of the Benton-Franklin Counties Juvenile Court Administrator. Access to the Detention Unit is normally restricted to criminal justice agency employees, Benton-Franklin Counties Juvenile Justice Center employees, and juvenile detainees. At times members of the public will need access to the Benton-Franklin Counties Juvenile Justice Center, Detention Unit, for various reasons.

The undersigned recognizes that there are certain hazards and risks inherent with entering and/or working within the confines of the Juvenile Justice Center Detention Unit. The undersigned acknowledges that despite the recognition of such risks, he/she wishes to enter and conduct business within the Juvenile Justice Center Detention Unit as part of his/her employment with _____ and does execute this waiver in that context.

FOR AND IN CONSIDERATION FOR being allowed entry into the Benton-Franklin Counties Juvenile Justice Center, Detention Unit, I,_____ _____ _____, the undersigned, jointly and severally, hereby, for myself and the marital community if any, heirs, executors, administrators, successor and assigns, forever fully release and discharge BENTON COUNTY and FRANKLIN COUNTY, WASHINGTON and its agents, servants and officers, of and from any and all actions, causes of action, claims, suits, demands, rights, damages, costs, losses, expenses or compensation whatsoever, in law or in equity, which I or our heirs, executors, administrators, successors or assigns, now have or may hereafter have in any way resulting from or growing out of any claim that might result from my admission into the Benton-Franklin Counties Juvenile Justice Center, Detention Unit, located at 5606 W. Canal Place Suite 106, Kennewick, Washington.

I THE UNDERSIGNED, HAVE READ THE FOREGOING GENERAL RELEASE AND UNDERSTAND ITS PROVISION.

I declare under the penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

IN WITNESS WHEREOF, I, singly and severally sign on the _____

day of _____, 2009.

_____	_____
Name	Place
_____	_____
Name	Place

Attachment C

JUVENILE FOOD SERVICES PROPOSAL FORM

Proposer Note: Any deviations or alterations offered contrary to the proposal format must be expressly approved in writing by the Contracting Officer, Darryl Banks, Juvenile Court Administrator.

PRICING ANALYSIS: The following information is mandatory for all Proposers.

A. **TOTAL PROPOSAL PRICE FOR JUVENILE FOOD SERVICES FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER, DETENTION UNIT. FOR THREE MEALS PER DAY, SEVEN DAYS PER WEEK, TWELVE MONTHS PER YEAR, SACK MEALS AND SNACKS AS REQUESTED BY COUNTIES.**

ABOVE PRICE QUOTE IS FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER, DETENTION UNIT, LOCATED AT 5606 W CANAL PLACE SUITE 106, KENNEWICK, WASHINGTON, 99336.

B. Individual spot price quotes, each quote is the price to BFJJC and is to include weight (where applicable) and brand:

1) Per meal cost 70 to 119 meals per day
2) Per meal cost 120 to 149 meals per day
3) Per meal cost 150 to 179 meals per day
4) Per meal cost 180 to 210 meals per day

C. Individual spot price quotes, each quote is the price to the BFJJC and is to include weight (where applicable) and brand:

5) Per snack cost 20 to 30 snacks per day
6) Per snack cost 31 to 40 snacks per day
7) Per snack cost 41 to 50 snacks per day
8) Per snack cost 51 to 60 snacks per day
9) Per snack cost 61 to 70 snacks per day

REMARKS (add in extra pages if required)

PROPOSER:_____

SIGNATURE OF PROPOSER: _____

TITLE:_____

BUSINESS PHONE:_____

DATE OF PROPOSAL:_____

Print Name:_____ Title:_____

CONTACT PERSON:_____ Telephone:_____

Attachment D

AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT

FSMCs (Contractors) who desire to provide the _____ (LEA) with supplies and/or professional services must comply with the following affirmative action contract requirements. During performance of this contract, the Vendor agrees as follows:

1. Vendor agrees to comply with all Local, State, and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

2. The FSMC (Contractor) will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or mental or physical handicap. The FSMC (Contractor) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: 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. The FSMC (Contractor) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

3. The FSMC (Contractor) will, in all solicitations or advertisements for employees placed by or on behalf of the FSMC (Contractor), state that all qualified applicants will receive consideration or employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

4. The FSMC (Contractor) will send to each labor union or representative or workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the FSMCs (Contractors) affirmative action commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Any Vendor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from _____ (LEA), or shall be subject to other legal action or action or contract cancellation unless a satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Section 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

ACKNOWLEDGMENT: The Undersigned acknowledges that he/she has read and understands the foregoing.

_____ _____

SIGNATURE DATE

_____

FSMC NAME

Attachment E

PROTOTYPE

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the school food authority (BFJJC) and the Food Service Management Company (Proposer) shall execute this Certificate of Independent Price Determination.

_____	_____
Name of Food Service Management Company	Name of School Food Authority

(A) By submission of this proposal, the Proposer certifies and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

(1) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or contractor or with any competitor;

(2) Unless otherwise required by law, the prices that have been quoted in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other proposer or contractor or to any competitor; and

(3) No attempt has been made or will be made by the Proposer to induce any person or firm to submit or not to submit, a proposal for the purpose of restricting competition.

(B) Each person signing this proposal on behalf of the food service management company certifies that:

(1) He or she is the person in the Proposer's organization responsible within the organization for the decision as to the prices being proposed herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in the Proposer's organization responsible within the organization for the decision as to the prices being proposed herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this food service management company, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

_____	_____	_____
Signature of Food Service Management Company's Authorized Representative	Title	Date

In accepting this proposal, the SFA certifies that no representative of the SFA has taken any action, which may have jeopardized the independence of the proposal referred to above.

_____	_____	_____
Signature of School Food Authority's Authorized Representative	Title	Date

Note: Accepting a Proposer's proposal does not constitute award of the contract.

1. **Type of Federal Action:** _____

a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. **Status of Federal Action:** _____

a. bid/offer/application
b. initial award
c. post-award

3. **Report Type:** _____

a. initial filing
b. material change

For Material Change Only: Year _____ Quarter _____ Date of Last Report _____

4. **Name and Address of Reporting Entity:**
_____Prime _____Subawardee
_____Tier, if known:

Congressional District, if known:

5. **If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

Congressional District, if known:

6. **Federal Department/Agency:**

7. **Federal Program Name/Description:**

CFDA Number, if applicable: _____

8. **Federal Action Number**, if known:

9. **Award Amount**, if known:
$

10a. **Name and Address of Lobbying Entity:**
(if individual, last name, first name, middle)

10b. **Individuals Performing Services** (including address if different from No. 10,a.)
(last name, first name, middle)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary

11. **Amount of Payment** (check all that apply):
$
___ Actual ___ Planned

12. **Form of Payment** (check all that apply):

___ a. cash
___ b. in-kind; specify:

Nature _____
Actual _____

13. **Type of payment** (check all that apply):

___ a. retainer
___ b. one-time fee
___ c. commission
___ d. contingent fee
___ e. deferred
___ f. other;
specify:_____

14. **Brief Description of Services Performed or to be Performed and Date(s) of Service,**
including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. **Are Continuation Sheet(s) SF-LLL-A Attached:** Yes_____ (Number _____) No _____

16. **Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.**

Signature:
_____

Print Name:
_____

Title:
_____

Telephone:
_____

Date:
_____

Federal Use Only:	Authorized for Local Reproduction Standard Form -- LLL

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Attachment F

CONTINUATION SHEET SF-LLL-A

Reporting Entity:_____Page_____of_____

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check all that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets.

The certifying official shall sign and date the form; print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Attachment G

Certification Regarding Lobbying Disclosure of Lobbying Activities
(Complete the form that is applicable.)

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds $100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

_____
Name/Address of Organization

_____
Name/Title of Submitting Official

_____ _____

Attachment H

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the previous page in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

2. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment I

Suspension and Debarment Certification

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds $25,000.

U. S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE

3. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

4. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name | PR/Award Number or Project Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s) | Date

Purchasing Certification

Purchasing Discounts/Rebates

The company certifies as follows that it (will) or (will not) receive local, regional, state and/or national purchasing discounts and/or rebates because of the Kennewick School District's or BFJJC's added purchasing volume. Furthermore, the company certifies that if it will receive purchasing volume and/or program discounts and/or rebates due to the additional purchasing volume the District might add, those monies will be directly credited to the District on a monthly basis through either a company check, bank draft or certified cashiers check.

_____ The company **Will Not** receive purchasing and/or program volume discounts or rebates.

_____ The company **Will** receive purchasing and/or program volume discounts or rebates and will credit those to the benefit of the District. A description of the amount and kinds of the anticipated credits are to be listed below. If requested, the company agrees to provide copies of any and all purchasing agreements that would outline these discounts and rebates with all the various manufacturers and vendors it contracts with.

Basis:

Certified by Company Officer:

Name: _____

Title: _____

Signature: _____

Date: _____

Attachment K

GENERAL INFORMATION

Business Style of Proposer

The party who submits this proposal and to whom the contract may be awarded is, and notice of selection of negotiations with Counties should be mailed or delivered to:

NAME (legal name of person, firm or corporation submitting proposal)	
☐ Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation	STATE OF WASHINGTON, UBI NUMBER
ADDRESS	PHONE NUMBER
	FAX NUMBER

Signature: _____
Authorized Signature

_____ _____
Name Printed or Typed Date

Financial Pro Forma

		Dollars	CPM*
Resources:			
Local sales			
Reimbursements:	State		
	Federal		
Commodities:	USDA commodity value		
Total Resources:			
Requirements:			
Food Costs:	Food costs (include value of worker meals)		
	USDA commodity value		
	Commodity freight storage costs		
Total Food Costs			
Labor Costs:	Hourly wages		
	Hourly taxes and benefits		
	Hourly other (explain)		
Total Labor Costs			
Total Labor Costs			
Non-Food Expenses:			
	Office		
	Mileage (in-district)		
	Insurance bonding expenses		
	Non-food supplies (paper/janitorial, etc.)		
	Equipment repairs/replacement		
	Satellite transportation cost		
	Other:		
	Other:		
	Other:		
	Other:		
Total Non-Food Costs			
Contract Services:			
	Contractors supervisory cost		
	Contractors management fee		
	Contractors general and administrative		
Total Contract Services			
Total Requirements:			
Net Gain/(Loss) to District			

* CPM = Cost Per Meal, include: Program lunches, breakfasts, snacks, and equivalent meals in calculations.

Attachment M

CONTRACTOR: FOOD AND NON-FOOD PRICES

Describe below how the Proposer will achieve the lowest possible prices for BFJJC purchases. Include example prices and comparisons. Attach additional sheets if necessary.

Attachment N

ADMINISTRATIVE AND MANAGEMENT FEES

General and Administrative Charges:

Please detail the amount and basis for any general and administrative fees and/or costs which will be charged to the BFJJC during the (contract period) _____ contract:

Year 1 _____

Basis _____

_____

_____

Please detail the amount of general and administrative costs which are projected if the contract is renewed in:

Year 2 _____

Year 3 _____

Year 4 _____

Year 5 _____

Management Fee:

Please detail the amount of the management fee which will be charged on the Pro Forma meals. Please also explain the amount and basis for any incentive fees, and the extent to which they will change if the contract is renewed.

	Meals/Sales	Fee Meals
Lunch:	_____	_____
Breakfast	_____	_____
Equivalent:	_____	_____

Management per Meal Fee
on _____ Fee Meals: _____

Please detail the management per meal fee that will be charged if the contract is renewed in:

Year 2 _____

Year 3 _____

Year 4 _____

Year 5 _____

Attachment O

OSPI FOOD SERVICE MANAGEMENT COMPANY
CONTRACT CHECKLIST

Local Education Agency (LEA)	
Food Service Management Company (FSMC)	
School Year	
Contract Number	

This checklist is based on the requirements contained in Federal Regulation 7 CFR Parts 210, 215, 220, 225, 226, 240, 250, 3016, 3017, 3018, and 3019 and RCW Chapter 28A. These provisions must be included in the Food Service Management Company (FSMC) contract in order to comply with state and federal regulations. In the blanks provided, indicate the page number or section in the FSMC contract where the provision is located.

Contract Reference	Compliance Requirement
	Meal Programs: Within the scope of the agreement, the FSMC will provide meals under the following programs (*Choose programs below*):
	National School Lunch Program (NSLP) - Including After School Snack Programs
	School Breakfast Program (SBP)
	Special Milk Program (SMP)
	Summer Food Service Program (SFSP)
	Seamless Summer Feeding Program (SP)
	Fresh Fruit and Vegetable Program (FFVP)
	Child and Adult Care Food Program (CACFP) - Including At-Risk After School Snack Programs
	Other: _____
	Agreement Term: One year with four one-year renewal options. (7 CFR 210.16(d)) Initial contract year is:
	Health Benefits: Specific clause indicating this work has previously been performed by classified LEA employee(s) and that health benefits are similar to those provided for LEA employees, who would otherwise perform the work (Initial contract year only). (RCW 28A.400.285) See OSPI Bulletin No. B063-11 Student Support, dated August 31, 2011.
	21-Day Cycle Menu: The LEA develops the 21-day cycle menu for the FSMC bid/proposal. If the LEA is unable to develop a cycle menu, the LEA may allow the FSMC to develop the cycle menu as long as doing so was a requirement of the solicitation. (7CFR 210.16(b)(1))
	Termination Clause for 60-day notification of termination with cause, specifying manner of notification. (7 CFR 210.16(d))
	Sanctions for violation or breach of the contract and benefits thereof. (7 CFR 3016.36(i)(1), 7 CFR 3019.48(a))
	Provisions for termination specifying manner and basis for settlement - for contracts greater than $10,000. (7 CFR 3016.36(i)(2), 7 CFR 3019.48(b))

	USDA Donated Foods
	a. The LEA retains title to USDA donated foods and ensures that all USDA donated foods received by it and made available to the FSMC, including processed USDA donated foods, accrue only to the benefit of the LEA's nonprofit school food service and are fully utilized therein. (7 CFR 210.16(a)(6))
	b. The FSMC must credit the LEA for the value of all USDA donated food, entitlement and bonus, received for use in meal service in the school year, including the value of USDA donated foods in processed end products. (7 CFR 250.51(a))
	c. In accordance with 7 CFR 250.51(b), the FSMC shall list on the invoice for the period, the value of USDA donated foods received, and deduct the amount of value from the total owed by LEA for the meals/meal equivalents served.
	d. In accordance with 7 CFR 250.51 (c) the FSMC will credit the LEA for the value of USDA donated foods. The value of USDA donated foods is determined by OSPI in accordance with 7 CFR 250.58(d). The value of USDA donated foods for entitlement and bonus is the average USDA purchase price as listed by OSPI. For processed USDA donated foods, it is the processing agreement value.
	e. In coordination with and on behalf of the LEA, the FSMC shall be responsible for ordering, selecting, storing, and managing USDA donated foods, procuring processed end products, paying processing fees or submitting refund requests, or remitting funds for the value of USDA donated foods in processed end products to the LEA in accordance with 7 CFR 250.
	f. The FSMC will use all other USDA donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA donated foods in the LEA's food service. (7 CFR 250.51(d))
	g. Assurance that the FSMC will not enter into the processing agreement with a processor as required in subpart C of 7 CFR part 250.
	h. Assurance that the FSMC will comply with the storage and inventory requirements for USDA donated foods. (7 CFR 250.14(b))
	i. The LEA, OSPI, Comptroller General, USDA or their duly authorized representatives may perform an onsite review of the food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA donated foods.
	j. The LEA and FSMC must maintain records of receipt of donated foods and processed end products, of crediting for the value of USDA donated foods, and other records relating to USDA donated foods, in accordance with 7 CFR 250.54.
	k. The LEA shall ensure that the FSMC complied with USDA donated food provisions before contract renewal.
	l. Under cost-reimbursable contracts, the FSMC must ensure that its system of inventory management does not result in the LEA being charged for USDA donated foods.
	m. USDA donated foods are not to be used for special functions conducted outside the nonprofit school food service (e.g., catered meals).
	Nonpayment for Meals: LEA is not to pay for meals that are spoiled at delivery, do not meet detailed specifications as developed by the LEA, or otherwise do not fulfill specifications of agreement. (7 CFR 210.16(c)(3))
	Advisory Board: LEA to establish advisory board of parents, teachers, and students to assist in menu planning. (7 CFR 210.16(a)(8))
	Records: FSMC to maintain records the LEA will need to support reimbursement claims. FSMC should report to LEA at the end of each month. (7 CFR 210.16(c)(1))

	Buy American: LEA or FSMC agrees to purchase to the maximum extent practicable domestic commodities or products. (7 CFR 210.21 (d)(2))
	Allowable Costs - Applicable only to the Fresh Fruit and Vegetable Program (FFVP).
	a. The LEA must include the following statement in their cost reimbursement contracts and RFPs: Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates, and other applicable credits accruing to or received by the contractor. (7 CFR 210.21(f))
	b. The contractor must identify and document which costs are allowable and unallowable, or exclude unallowable costs from the billing documents and certify that only allowable costs have been submitted for payment and establish records that maintain the visibility of unallowable costs. The contractor must identify and document the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the LEA for payment. The contractor must furnish such documentation upon request to the LEA, OSPI, or USDA. (7 CFR 210.21(f))
	c. The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Mgmt and Budget (OMB) costs circulars. (7 CFR 210.21(f))
	d. The contractor must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract. (7 CFR 210.21(f))
	Record Retention. FSMC to retain records for three years plus the current year and make records available to appropriate agencies. (7 CFR 210.23)
	Food Preparation. If food is prepared in facility not located on LEA premises, the FSMC shall ensure health certification of facility and assure all state and local regulations are being met. If food preparation is at a LEA facility, the school district shall ensure health certification requirements are met.
	Monitoring. LEA shall monitor food service operations of FSMC through periodic on-site visits. (7 CFR 210.16(a)(3))
	Control. LEA shall retain control of the quality, extent, and general nature of its food service and prices to be charged. (7 CFR 210.16(a)(4))
	Signature Authority. LEA shall retain signature authority for the Child Nutrition Program Food Services Agreement, Free and Reduced-Price Policy Statement, and any and all claims made for reimbursement. (7 CFR 210.16(a)(5))
	Free and Reduced-Price Meal Process. LEA shall maintain approval and signatory responsibility for free and reduced-price meals and free milk in accordance with 7 CFR Part 245. Such responsibilities include the approval of applications for such meals and/or milk, conduct of any hearings related to such determinations, and verification of applications for free and reduced-price meals.
	Energy Policy. Contracts shall recognize mandatory standards and policies relating to energy efficiency. (7 CFR 3016.36(i)(13))
	This certification may be met through the use of the **Certification of Independent Price Determination** form.
	Payment Types - Allowable (7 CFR 210.16(c))
	Fixed Price - It covers all management and administrative costs with no additional charges to LEA; includes consultant fee.
	Fixed Price - It does not include management and administrative costs.
	Fixed Fee Per Meal - To cover administrative and/or management costs on a per meal basis.
	Cost Reimbursement - FFVP only.

	Other (describe):
	Non-allowable (7 CFR 210.16(c), 7 CFR 3016.36(f)(4))
	Cost plus a percentage of cost
	Cost plus a percentage of income
Contract Exceeding $75,000 (Public school districts only per RCW 28A.335.190)	
	Follow the public bid process as outlined in RCW 28A.335.190 - includes sealed bids.
	Must advertise bid in a newspaper of general circulation within the district once each week for two consecutive weeks.
Contract Exceeding $150,000	
	Provision for compliance with Section 1 03 and 1 07 of the **Contract Work Hours and Safety Standards Act**, which addresses overtime and compensation for contracts exceeding $2,500. (7 CFR 3016.36(i)(6), 7 CFR 3019 Appendix A (4))
	Provision for **Civil Rights/Discrimination Compliance**.
	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (7 CFR 3017.510, 7 CFR 3019 Appendix A (8))
	Provision requiring compliance with Section 306 of the **Clean Air Act**, Section 508 of the **Clean Water Act**, and **EPA regulations.** (7 CFR 3016.36(i)(12), 7 CFR 3019 Appendix A (6))
	Environmental violations will be reported to FNS and vendor/FSMC will not utilize a facility listed on the EPA List of Violating Facilities. (7 CFR 3019 Appendix A (6))
	Certification Regarding Lobbying. (7 CFR 3018, 7 CFR 3019 Appendix A (7)) A new certification is also required for each renewal period.
	Number of Proposals Solicited. Proposals were solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The RFP identified all significant evaluation factors, including price or cost where required and their relative importance. Submitted FSMC Fact Sheet with bid quotes and buy decision. The RFP was publicized and reasonable requests by other sources to compete were honored to the maximum extent practicable.
	Technical Evaluation. The LEA provided mechanisms for technical evaluation of the proposals received. Negotiations with the top ranking offerors were conducted.
	Awards were made to the responsible offeror whose proposal was most advantageous to the LEA, price and other factors considered. Unsuccessful offerors were notified promptly.
	Contract bid package. Copy to be submitted with new agreements. (7 CFR 3016.36(d)
	RFP requirements define the meal service: NSLP , SBP , SMP , FFVP , FSP , S , CACFP , Other
FOR OSPI ONLY	
Reviewed By:	
Approved By:	

Notes:	
	OSPI will review the contract to ensure guaranteed return provisions do not require repayment from the nonprofit food service account in subsequent years.
	OSPI will review the contact to ensure it was signed by both parties prior to the effective date.

Log: Actions Taken (Show date, contact person, and subject matter.)

Attachment P

FOOD SERVICES CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION AND

THIS CONTRACT is made and entered into by and among Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center ("BFJJC"), a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter, collectively referred to as, "Counties"), and (hereinafter "Contractor").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract includes the following exhibits, which are incorporated herein by reference:

A. Scope of Services and Contractor Responsibilities
B. Certification Regarding Lobbying Child Nutrition Programs
C. Instructions for Completion of SF-LLL Disclosure of Lobbying Activities
D. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
E. Instructions for Certification
F. Affirmative Action Contract Compliance Statement
G. Certificate of Independent Price Determination
H. Kitchen Capital Equipment Inventory
I. Small Ware Inventory
J. Sample Market Basket of Products Calculation

2. DURATION OF CONTRACT

The term of this Contract shall begin on , and shall expire on . The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

Upon agreement of both parties, this Contract may be continued for up to four one-year renewal options (7 CFR 210.16(d)) subject to agreement between both parties regarding cost adjustments. The Counties reserve the right to compare prices to ensure that the Counties are receiving the best possible value for the services provided.

3. SERVICES PROVIDED AND CONTRACTOR RESPONSIBILITIES

The Contractor shall perform the following services:

A. A detailed description of the services to be performed by the Contractor and Contractor responsibilities is set forth in Exhibit A, "Scope of Services and Contractor Responsibilities", which is attached hereto and incorporated herein by reference.

B. The Contractor warrants that the food services and all other items supplied pursuant to this Contract conform to the Counties specifications as stated herein and are fit for the purpose for which such service/product is intended if any are ordinarily employed, except that if a particular purpose is stated the service/product must then be fit for the particular purpose.

C. The Contractor must be properly licensed to do business in the state where doing business and in the State of Washington. The Contractor must have all applicable federal, state, and/or local licenses required.

D. The Contractor (to include any subsidiary or parent corporations/holding companies) warrants that it is not in any form of bankruptcy.

E. The Contractor agrees to provide its own labor and materials adequate to perform all requirements of this Contract. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the Counties.

(1) **Contractor Staffing:** The Contractor's services under this Contract shall be furnished as an independent contractor and not as an agent, employee, or servant of the Counties, as set forth in Section 12 of this Contract, "Independent Contractor." Contractor, at its expense, must staff its operations with the optimum number of its employees at all times for the efficient operation of the BFJJC kitchen facility under this Contract. Contractor shall adhere to the following staffing schedule:

Position	*Mon*	*Tues*	*Wed*	*Thur*	*Fri*	*Sat*	*Sun*
Lead Supervisor / Manager	*0400-1200*	*0400-12000*	*0400-1200*	*0800-1700*	*1130-1930*	*Off*	*Off*
Cook/Supervisor	*1130-1930*	*Off*	*Off*	*0400-1200*	*0400-1200*	*0400-1200*	*0400-1200*
Cook/Supervisor	*Off*	*1130-1930*	*1130-1930*	*1130-1930*	*Off*	*1130-1930*	*1130-1930*

Any reductions in the total number of hours proposed by Contractor for the BFJJC kitchen facility must be approved in writing by the BFJJC Food Service Contract Administrator. Contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, which addresses overtime and compensation as required by 7 CFR 3016.36(i)(6) and 7 CFR 3019 Appendix A(4). Contractor also must comply with Executive Order 11246- Equal Employment Opportunity as required by 7 CFR 3016.36(i)(3) and 7 CFR 3019 Appendix A(1).

(2) **Utilities:** The Counties agree to provide adequate utilities for the BFJJC kitchen facility, including heat, air conditioning, lights, natural gas, water, garbage and all other utility services.

(3) **Space / Office Equipment:** The Counties will provide a facility and current equipment required for the Contractor to produce the required number of meals. Space will also be provided to the Contractor for a desk and related equipment to allow the Contractor to conduct business. The Counties will furnish a phone with basic service at no cost to the Contractor. If the Contractor makes any long distance calls on the phone provided by the Counties, the Contractor will be liable for all cost associated with such calls. Contractor will be responsible for supplying all other necessary office furniture (desk, chair, etc.), equipment (computer, monitor, printer, etc.), and all office supplies. The Contractor shall furnish all computer hardware and software needed to fulfill its duties and obligations pursuant to this Contract at no expense to the Counties. All hardware and software provided pursuant to this Contract are the property of the Contractor.

F. The Contractor shall perform the work specified in this Contract according to standard industry practice.

G. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

H. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the Counties.

I. The Contractor agrees and acknowledges that the Counties at all times maintain the right to access and use the following materials, equipment and kitchen areas as deemed necessary by the Counties:

a. The facility/cleaning room, with mop and sinks, at the far end of the walk-in freezer, on the south wall.
b. The 2-door refrigerator located on the north wall by the hallway entry door.
c. The ice machine.
d. The washtubs.
e. Access to the entire kitchen facility in the event of an emergency and/or evacuation.

4. FOOD SERVICE CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Food Service Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. For Contractor:

B. For Counties: **Darryl Banks**
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336

5. COMPENSATION

For the services performed hereunder, the Contractor shall be paid as follows:

A. The Contractor shall submit to the BFJJC Administrative Services Manager, by Tuesday of each week, a day-by-day invoice for the previous week (7 days) food service with the number and classification of the greater of the number of meals ordered or served to:

1. Juvenile Detainees
2. Staff meals served (breakfast, lunch and dinner)
3. Regular meals served (breakfast, lunch and dinner)
4. Sack meals served
5. Special diet meals served (vegan, vegetarian, religious, etc.)
6. Medical diet meals served
7. Auxiliary Food Services (prior written authorization and separate billing required)
8. Rate per meal
9. Subtotal for each section
10. Grand total owing

Per meal charge on each invoice shall reflect no more than the following per meal cost scale (7 CFR 210.16(c)):

# of Meals Served Including Youth and Staff	Cost Per Meal	Cost Per Meal Including Sales Tax at 8.3%
1 - 39		
40 - 49		
50 – 59		
60 - 70		

The Counties will not pay for unconsumed meals prepared in excess of the counts provided by Master Control.

Per snack charge on each invoice shall reflect no more than $.50 (fifty cents) per snack. (7 CFR 210.16(c))

Special catering functions, staff coffee service, medical purchases and other auxiliary food services requested of the Contractor in advance by the Counties

may be provided by the Contractor and billed to the Counties at a price agreed upon prior to each requested function.

The Counties will not pay for any meals that are spoiled, nor will the Counties pay for any meals that do not meet National School Lunch Program (NSLP) Requirements.

B. The maximum total amount payable by the Counties to the Contractor for the term of this Contract shall be determined solely on the basis of the greater of the number of meals ordered or served and authorized by BFJJC personnel plus authorized auxiliary services.

C. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract or work agreed to by the parties in writing.

D. The Counties shall pay the Contractor for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

E. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the reasonable satisfaction of the Counties.

F. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within thirty (30) days following notice from the Counties, the Counties may, in their sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor for the obligations which it has failed to perform, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

G. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the Contractor will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

H. To the extent the parties enter into negotiations to continue this Contract beyond the .....expiration date set forth in Section 2 of this Contract, any cost adjustments are subject to the following terms: Contractor guarantees that its rate increase will not exceed 5.0% annually. Any rate increases for subsequent 12-month periods shall be made on the anniversary of the Effective Date by an amount to be mutually agreed upon by the parties and set forth in a written amendment to this Agreement.

Except as otherwise agreed by the parties, any per meal price increases will be determined by the greater of (a) the yearly percentage change in the Consumer Price Index, All Urban Consumer, U.S. City Average, Food Away From Home

Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below), which approximates the products served at BFJJC (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be April of the immediately preceding year to April of the then-current year.

The "Market Basket of Products" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("BLS") category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above.

An example of the Market Basket of Products calculation is attached as Exhibit J.

6. AMENDMENTS AND CHANGES IN WORK

A. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.

B. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Counties.

7. HOLD HARMLESS AND INDEMNIFICATION

A. The Contractor shall hold harmless, indemnify and defend the Counties, their officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever that may be asserted against Counties, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract.

The Counties agree to hold harmless, indemnify and defend the Contractor, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever that may be asserted against Contractor, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Counties' acts, errors or omissions in the performance of this Contract.

If the damages, injury, loss or claim is caused by the negligence of both parties, the apportionment of said damages, injury, loss of claim shall be shared between both parties based upon the comparative degree of each party's negligence and each party shall be responsible for its own defense and its own costs including but not limited to the cost of defense, attorney's fees and witnesses' fees and expenses incident thereto.

B. In any and all claims against the Counties, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder. Counties shall promptly notify Contractor of any claim for which indemnity is sought, and shall cooperate with Contractor in the investigation of such claim. When indemnifying the Counties, Contractor shall have the sole discretion to make litigation and settlement decisions.

C. The indemnifying party's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from actions, errors or omissions, or breach of any common law, statutory or other delegated duty by the indemnifying party, the indemnifying party's employees, agents or subcontractors.

8. INSURANCE

A. **Excess Liability Insurance:** Any liability insurance requirement may be met through any combination of primary and excess insurance, provided that the excess insurance shall be at least as broad as the requirements of this Agreement.

B. **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and by any subcontractor of Contractor for its employees. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, each party waives all rights of subrogation against the other party for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Counties incurs fines or are required by law to provide benefits to or obtain coverage for such employees, Contractor, subcontractor, or sub-subcontractor shall reimburse the Counties for the cost of all fines, payment of benefits to Contractor or subcontractor employees, respectively, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees, provided that the Counties have made reasonable efforts to avoid or reduce the fine incurred by the Counties. Any amount owed to Counties by Contractor pursuant to this section 8.B. may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

C. **Commercial General Liability and Employers Liability Insurance**: Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of five million dollars ($5,000,000) per occurrence.

The Contractor will provide commercial general liability coverage for losses arising out of Contractor's negligent acts or omissions during any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

Contractor also shall maintain employers liability insurance with limits of five million dollars ($5,000,000) each incident for bodily injury by accident or five million dollars ($5,000,000) each employee for bodily injury by disease.

D. **Automobile Liability**: The Contractor shall maintain business automobile liability insurance with a limit of five million dollars ($5,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage

shall cover liability arising out of "Any Auto." Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability, except to the extent that such losses may be caused by the negligence of the Counties.

E. **Other Insurance Provisions**:

(1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents for losses arising out of Contractor's negligent acts or omissions in its performance under this Agreement.

(2) The Counties, its officers, officials, and employees shall be included as additional insureds with respect to performance of services on certificates evidencing all required insurance policies, except for any required automobile liability policy and worker's compensation.

(3) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

(4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) The Contractor shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein, except that limits of liability may be less upon prior written consent of the Counties.

(6) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

(7) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a claims made policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

F. **Verification of Coverage and Acceptability of Insurers**: All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A: VII. Any exception to this requirement must be reviewed and approved by the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted,

all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(1) The Contractor shall furnish the Counties with properly executed and unaltered certificates of insurance which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled except on thirty (30) days prior written notice to the Counties. Any certificate limiting or negating the insurer's obligation to notify the Counties of cancellation or changes shall be altered so as not to negate the intent of this provision.

(2) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. An acceptable form of evidence is a certificate of insurance for the policy showing the Counties as an additional insured, where required herein.

(3) Certificates of insurance shall show the certificate holder as "Benton-Franklin Counties" and include "c/o" the Counties' Food Service Contract Administrator. The address of the certificate holder shall be shown as the current address of the Counties' Food Service Contract Administrator, provided that such address has been provided to Contractor in writing by the Counties. In the absence of such notification, certificates of insurance shall be delivered to the address shown in Paragraph 4 below.

(4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.

(5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:

Juvenile Court Administrator
Benton-Franklin Juvenile Justice Center
5606 W Canal PL STE 106
Kennewick WA 99336-1388

(6) If Contractor is self-insured for worker's compensation coverage, evidence of its status, as a self-insured entity shall be provided to Counties. If requested by Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

9. TERMINATION

In the event of a breach by the Contractor of any of the provisions of this Contract, and/or that which causes breach of the Agreement and/or benefits between BFJJC and

OSPI (7 CFR 3016.36(i)(1), 7 CFR 3019.48(a)), the Counties may terminate this Contract forthwith upon giving thirty (30) days written notice to Contractor, in which case the Counties shall pay Contractor only for the costs of services accepted by Counties, in accordance with the Compensation Section of this Contract. Upon such termination, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all reasonable costs and expenses incurred by the Counties in completing the work and any and all damages sustained by the Counties by reason of the Contractor's breach.

Either party may terminate this Contract for any reason by providing sixty (60) days written notice to the other party, effective sixty (60) days from the date indicated on the overnight courier service delivery confirmation, fax delivery confirmation, or email delivery confirmation (7 CFR 210.16(d)), unless a later date is specified in such notice. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the effective date of termination specified. Payment shall be made in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

A. The Contractor shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, Contractor.

B. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

12. INDEPENDENT CONTRACTOR

A. The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.

B. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section Five of this Contract, and the Contractor, its employees, agents, and representatives are not entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Counties' employees.

C. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.

D. Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.

E. Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the Counties' Food Service Contract Administrator or designee.

13. COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state and local laws, rules and regulations in performing its duties and responsibilities under this Contract.

A. All services offered under this proposal shall be in accordance with all applicable local, state and federal laws and regulations regarding but not limited to equal opportunity employment, prevailing wages, overtime compensation, licensing and training of FSMCs (Contractors) employees, sanitation, and quality and quantity of materials supplied.

B The proposal and contract offered must comply with all Federal and State requirements pertaining to the National School Lunch Program (NSLP), School Breakfast Program (SBP), the Special Milk Program, Summer Food Service Program (SFSP), and the Child and Adult Care Food Program (CACFP) (7 CFR Parts 210, 215, 220, 225, 226, 250, 3015, 3017, 3018).

14. ANTI-TRUST

The Contractor and Counties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the Counties. Therefore, Contractor assigns to the Counties any and all claims for such overcharges.

15. OTHER PROVISIONS

A. The Contractor shall comply with the following other provisions for all services provided under this Contract.

1) **Background Check/Criminal History Clearance/Access to BFJJC Facility**

a) In accordance with Chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW, all personnel being considered for hire by a Contractor to work in the BFJJC must complete the Counties' Authorization for Records Check form. Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b) The Counties reserve the right to pull Contractor management, third-party repair and staff security clearances without notice for any reason at any time. Contactor must notify the Counties promptly in the event a Contractor employee is arrested or the Contractor learns an employee is under criminal investigation. Contractor shall also require any Contractor employee to notify Contractor immediately when the employee is taking prescription medication that may adversely affect their job performance or safety.

c) Security clearances shall be granted or revoked at the sole discretion of BFJJC or his designee, and revocation shall be permitted for reasons including any reason related to the trustworthiness, morality or fitness for duty of the subject of the investigation regardless of whether or not the subject has been arrested or convicted of an actual criminal offense. Counties reserve the right to condition security clearances on any condition it reasonably sees fit at any time prior to or after granting of such clearance.

d) The background investigation process may involve requiring Contractor's employees to fill out statements which may or may not be under oath. Contractor shall ensure that such statements are filled out as a pre-condition to passing the background investigation and receiving a security clearance. Contractor shall maintain employees who are recipients of County security clearances above and beyond those actually required to fill current shifts, of such a number as would be sufficient to allow for filling in for absences, emergency staffing or similar needs without resorting to employees who are not the recipient of security clearances.

e) Contractor shall implement policies pertaining to employees who are the subject of Counties security clearances requiring them to report to Contractor within 24 hours of: being arrested or convicted of any crime, being told they are a suspect in any crime, becoming

aware of any complaint being lodged against them with the Washington State Criminal Justice Commission, being served with a summons and complaint relating to their duties pursuant to this Contract or being served with a summons and complaint, whether relating to or not relating to their duties, where an allegation of the complaint relates to allegedly inappropriate sexual conduct including, but not limited to sexual harassment, sexual assault or lewd conduct. Contractor shall, in turn, notify Counties in writing within 24 hours of receiving any such notification from one of its employees.

f) In the event BFJJC determines that it is appropriate to revoke any person's security clearance, BFJJC shall do so in writing directed to Contractor and may also precede such written notice with verbal notification to the subject of the revocation. Revocation shall become effective immediately upon verbal notification, if made, as long as it is followed by written notification to Contractor. Upon such notification, it shall be Contractor's duty to replace the employee whose security clearance is revoked with another suitable employee.

g) Nothing in this section shall be construed as infringing in any way upon Contractor's discretion to hire and retain employees of its own choosing.

h) While performing food services on Counties premises, Contractor employees shall not possess any firearms or other deadly weapons, and shall not bring into BFJJC any weapon or implement prohibited by law or court order.

i) Contractor employees shall not store any personal items unrelated to the performance of their work in or upon Counties premises at any time.

j) The Contractor must notify the BFJJC Director and the Food Service Contract Administrator in writing whenever any management or staff employee has been terminated, permanently transferred, or newly hired. The Contractor has sole responsibility for assuring return to the Counties of an employee's security identification badge, keys, and electronic entry device within 24 hours of the employee's final shift.

2) <u>Sexual Misconduct</u>

a) The Contractor shall ensure all employees, subcontractor, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.

b) The Contractor shall ensure that written notification occurs within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

B. The Contractor agrees to the following provisions required by OSPI:

1) State and Federal Regulations

The Contractor must comply with all Federal and State requirements pertaining to the National School Lunch Program (NSLP), School Breakfast Program (SBP), the Special Milk Program, Summer Food Service Program (SFSP), and the Child and Adult Care Food Program (CACFP) (7 CFR Parts 210, 215, 220, 225, 226, 250, 3015, 3017, 3018).

2) Lobbying

Contractor must sign and submit a certification (attached to this Contract as Exhibit B, with instructions at Exhibit C). The signed certification is attached to this Contract and will be kept on file at the Local Educational Agency/BFJJC. A copy of the certification will also be forwarded to the state agency with the signed Contract (7 CFR 3018, 7 CFR 3019 Appendix A (7)). Contractor shall disclose lobbying activities in connection with school nutrition programs (7 CFR 3018, 7 CFR 3019 Appendix A (7)).

3) Debarment / Suspension Certificate

Contractor must sign a Debarment / Suspension Certification (attached to this Contract as Exhibit D, with instructions at Exhibits E). This certification assures BFJJC that Contractor has not been debarred from entering into contracts with the federal government or any entity receiving federal funds or suspended from entering contracts during a time when Contractor is being investigated for a legal action taken to debar Contractor from contracting activities (7 CFR 3017.510,7 CFR 3019 Appendix A (8)). The certification is attached to the signed Contract and kept on file at BFJJC. A copy of the certification will be forwarded to the state agency with a copy of the signed Contract (7 CFR 3017.510,7 CFR 3019 Appendix A (8)).

4) Clean Air Act

Contractor must comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, and EPA regulations (7 CFR 3016.36(i)(i2), 7 CFR 3019 Appendix A (6)).

5) Environmental

Environmental violations will be reported to Federal Network for Sustainability (FNS), and Contractor agrees that it will not utilize a facility listed on the EPA List of Violating Facilities (7 CFR 3016.36(i)(12), 7 CFR 3019 Appendix A (6)).

6) Energy

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (7 CFR 3016.36li)(13)).

7) Affirmative Action

Contractor agrees to comply with the affirmative action contract requirements for the entire performance period of this Contract, as detailed in Exhibit F, which is attached hereto and incorporated herein by reference.

8) Buy American

Contractor agrees to the "Buy American" provision in compliance with Section 12 of the National School Lunch Act 42 USC 1760.

16. INSPECTION OF BOOKS AND RECORDS

The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Contract. Contractor shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

17. NONDISCRIMINATION

Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, the presence of any disability, or any other protected status.

18. OWNERSHIP OF MATERIALS/WORKS PRODUCED

A. All reports, specifications, all forms of electronic media, and data and documents produced exclusively for the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Counties. Ownership does not include the right to copyright, patent, register, nor the ability to transfer these rights. The Counties may not use any materials prepared by the Contractor for purposes other than those intended by this Contract. If the Counties violate this provision, in addition to remedies available at law, the Counties shall hold the Contractor harmless for any claims,

suits, or damages related to the Counties' use of such materials to the extent such use is not agreed to in writing by the Contractor.

B. An electronic copy of all word processing documents created exclusively for the performance of the work under this Contract shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

19. INFRINGEMENTS

Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on an alleged infringement of any third party right by Contractor, except to the extent Counties expressly required or directed Contractor to act in violation of such right. Contractor shall be notified promptly in writing by the Counties of any notice of such claim. This term shall remain in force for five years from the date of termination or lapse of this Contract.

20. DISPUTES

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. If the parties cannot agree on a resolution to the dispute, the parties may seek appropriate legal remedies.

21. CONFIDENTIALITY

Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. Contractor shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.

All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Contractor's business (collectively, the "Contractor Proprietary Information") are and shall remain confidential and the sole property of Contractor and constitute trade secrets of Contractor. The County shall keep all Contractor Proprietary Information confidential and shall use the Contractor Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any Contractor Proprietary Information without the prior written consent of Contractor. Upon the expiration or any termination of this Agreement, all materials containing any Contractor Proprietary Information shall be returned to Contractor.

22. ADVERTISING

Award of this Contract does not grant any right to the Contractor to utilize the award in any advertising media without the written consent of the Counties, nor may the Counties or any Counties official or employee endorse a product or service covered by this Contract.

23. CHOICE OF LAW, JURISDICTION AND VENUE

A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the federal and state courts of competent jurisdiction in Benton or Franklin County, Washington.

24. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

25. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

26. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

27. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, or by overnight courier service to the addresses set out in the Food Service Contract Administrator Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

IN WITNESS WHEREOF, the above and foregoing contract has been executed by the parties hereto and made effective on the day and year indicated above:

	Benton Franklin Counties **Juvenile Justice Center** 5606 W Canal Dr STE 106 Kennewick, WA 99336-1388
	Darryl Banks **Date**
BENTON COUNTY APPROVAL Approved as to Form: _____ Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chairman, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: _____ Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chairman, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

EXHIBIT A
SCOPE OF SERVICES
AND
CONTRACTOR RESPONSIBILITIES

I. INTRODUCTION

BFJJC houses juveniles from Benton and Franklin Counties, and contracts with the State of Washington, Department of Social Services (DSHS), Juvenile Rehabilitation Administration (JRA), for beds for various State programs, at 5606 West Canal Place, Suite 106, Kennewick, Washington. BFJJC has the capacity to house up to 108 persons but currently serves an average daily population of 20 - 35 youth.

Contractor will be responsible for all procurement, preparation, traying, clearing and cleaning associated with food service at BFJJC. Contractor will operate BFJJC's kitchen with Contractor's personnel only. No youth or BFJJC staff will be assigned food service related tasks in this facility without prior written approval from the Juvenile Court Administrator.

BFJJC contracts with the FSMC to offer a food service program that meets or exceeds all minimum National Academy of Science Recommended Dietary Allowances (RDA) and the Recommended Dietary Intakes (RDI) for males and females under the age of 18 based on their daily physical activity and nutritional and medical requirements.

Contractor must comply with all Federal and State requirements pertaining to the National School Lunch Program (NSLP), School Breakfast Program (SBP), the Special Milk Program, Summer Food Service Program (SFSP), and the Child and Adult Care Food Program (CACFP) (7 CFR Parts 210, 215, 220, 225, 226, 250, 3015, 3017, 3018).

Contractor shall ensure that each individual youth's nutritional needs are met. Breakfast, lunch and after school snack (served in the evening) meals must meet or exceed the minimum Traditional Food-Based Menu pattern requirements of the USDA's School Nutrition Program, Code of Federal Regulations (CFR) Title 7, Parts 210 and 220. The philosophical and functional objective is to use the service of quality food that is "Kid Friendly" as part of a positive oriented detention experience. In addition to three meals per day, the Contractor will provide nutritious snacks. The overall objective is to serve three well-balanced meals.

It is the intent of BFJJC that the Contractor shall provide food services under this Contract in a manner that best fulfills the following program objectives:

- To provide an appealing and nutritionally sound program for detained youth as economically as possible.
- To maintain reasonable, competitive prices in the program.
- To demonstrate environmental and energy awareness and responsibility by minimizing waste in any form.

- To maintain a stable, well-trained, and supportive food service staff.
- To provide catering as requested for BFJJC activities.

II. MEAL SERVICE AND MENU REQUIREMENTS

A. DELIVERY REQUIREMENTS

Meals for BFJJC youth and authorized staff shall follow a cycle menu of no less than 28-days. Meal counts are estimated at 25 - 40 juvenile and staff meals and snacks three times a day or from 530 – 850 meals per week. In addition a par stock of 3-5 sack meals that meet the National School Lunch Program Recommended Traditional Food-Based lunch meal requirements for Grades 7-12 (USDA Manual, "A Menu Planner for Healthy Schools") is to be maintained in the Common refrigerator located on the hall entry wall of the kitchen for juveniles retained in the intake/holding area, and a par stock of 10-24 sack meals that meet the National School Lunch Program Recommended Traditional Food-Based lunch meal requirements for Grades 7-12 (USDA Manual, "A Menu Planner for Healthy Schools") shall be maintained in the Common refrigerator located on the hall entry wall of the kitchen for juveniles serving on the Work Crew Program as requested by authorized staff of BFJJC. It is anticipated that the projected population levels and meal requirements will remain as projected during the initial or any subsequent contract years.

B. MENUS

A 28-day cycle menu is required and the meal planning option for breakfast, lunch and After School snack used by the Contractor will be the Traditional Food-Based Menu Planning. A no less than two-week menu for sack meals must be presented as well. Accompanying each menu must be a list of nutritionally equivalent substitutions in the event one or more of the menu items is not available. This menu must meet or exceed both the Counties' standards outlined herein and American Correctional Association (ACA) mandatory requirements for food service in accredited juvenile correctional facilities whichever is more stringent.

All menu items shall meet all nutritional requirements established by and in accordance with Washington Administrative Codes (WAC), United States Department of Agriculture (USDA), and the Residential Child Care Institution (RCCI) Food Services requirements. Any changes to the menu shall be approved by BFJJC as the school food authority (SFA). (7 CFR 210.16(b)(1)). Contractor will follow the Buy America Provision for food purchases as required by 7 CFR 210.21(d). At a minimum, the National School Breakfast and Lunch Program minimum menu specifications must be met. The intent is to serve high quality nutritious food items that will appeal to young men and women. In addition, there should be a far greater number of whole muscle/unprocessed meat or fish items rather than those with ground and/or processed meat or fish content. No hot or cold drinks with caffeine may be served to youth. The menu must be assessed and periodically revised by OSPI's Registered Dietitian to

successfully meet the dietary preferences of the youth. In addition to each meal, but part of the overall caloric limitation, the Contractor is to deliver a snack to be served prior to the next meal. The menu composition intent is to provide as wide a variety of food items and appropriate size portions for youth, depending on their individual needs. Contractor is to provide a fresh or processed fruit item according to the morning and afternoon meal snack menu. Contractor will follow the After School Snack 28-day cycle menu for the evening snack. Menu changes shall be approved by BFJJC as the school food authority (SFA) (7 CFR 210.16(b)(1)). The Menu shall meet the requirements stated in Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Changes thereafter may be made with the approval of the LEA. Any changes must equal or exceed the choice selection, quality, grades, and specifications contained in the original menu cycle. The FSMC shall provide a reimbursable lunch and breakfast meal pattern which meets the nutrition standards stated in Section 201 of the Healthy, Hunger-Free Kids Act of 2010 (Pub. L. 111-296, HHFKA) amended Section 4(b) of the NSLA, 42 USC 1753(b). Refer to Exhibit D titled "Nutrition Standards in the National School Lunch and School Breakfast Programs" for meal pattern requirements.

C. NUTRITION REQUIREMENTS

1. **Menu Certification:** Menus must be reviewed and certified by an OSPI Registered Dietitian and adjusted for age, sex and activity according to the RDA and RDI stated by the National Academy of Sciences. The menus must conform to the United States Department of Agriculture (USDA) National School Lunch Program, School Breakfast Program and After School Snack Traditional Food-Based Menu Pattern requirements and the current Dietary Guidelines for Americans relative to food composition, especially those relative to the amount of total fat and saturated fat (trans-fat free is preferable), calories, protein, iron, calcium, vitamin A, vitamin C, cholesterol, sodium and dietary fiber. The menus proposed must contain no more than 4,000 mg. sodium and no more than 30% calories from total fat (saturated fat is to be lower than or equal to 10% of total calories) averaged over the 7-day menu week. Contractor must provide to BFJJC written certification of this review for each cycle menu prior to implementation. The OSPI Registered Dietitian must, at a minimum, independently review and approve the menu bi-yearly. Expenses for such review shall be borne by Contractor.

   All meals served in the facility shall be hot meals unless an emergency circumstance exists that causes a deviation or BFJJC has agreed in advance to a deviation from this requirement.

   Sack meals will be provided, as required, to juveniles who spend part of their time outside the facility. Facility supervision may request sack meals to be served in the facility for purposes of internal controls.

   Snacks will be prepared and provided, as requested, for evening use.

The Counties will not pay for any meals that are spoiled, nor will the Counties pay for any meals that do not meet National School Lunch Program (NSLP) Requirements.

4. Documentation: Nutritional documentation for all of the breakfast, lunch and snack menus is required. The format may vary with computer programs but the data must meet the USDA nutrient requirements and recommendations. At a minimum, the analysis must provide weekly summaries and list all RDA vitamins and nutrients as well as total fat, saturated fat, cholesterol, sodium and fiber contents. Contractor must submit the specified nutritional documentation and the USDA Food-Based breakfast, lunch, dinner and After School snack menu pattern for any new and/or revised 28-day cycle menus with an OSPI Registered Dietitian's certification submitted for BFJJC's approval.

Contractor will agree to provide meal recipes, product information, and production records to BFJJC Administrative Services Manager as required for OSPI meal reimbursement program, and to Washington State Office of Superintendent of Public Instruction (OSPI), or other entity as directed by BFJJC. (7 CFR 210.16(c)(1 & 3))

5. Daily Calorie Requirement: The minimum daily calorie requirement for the base BFJJC menu shall be 2,800. Only one standard size condiment package and one 8 oz beverage may be applied to the caloric and nutritional content requirement.

D. PORTIONING

All food portion sizes listed on the menus shall be the cooked weight or shall be specifically identified as raw weight. The meat and/or meat alternative portions in casserole or combination dishes must be listed. The contents for all sack meals must be clearly indicated by item and weight. All portions must be listed on the menus that are submitted in the proposal response. They must include the number and portion size of condiment packages. Contractor will provide, at a minimum, 1% white milk for breakfast and lunch. The milk served for the After School snack meal may be nonfat chocolate or 1%, to be determined by BFJJC staff.

The hot and cold food portions of the meal are to be placed on the specified appropriate insulated trays and placed on tray carriers for transport to each housing pod. Contractor may not place any hot or cold food in insulated containers until one-half hour before the specified cart pick-up time. Prior to those times the hot and cold food is to be held in equipment designed for this purpose.

Youth, under the supervision of detention staff, may accept or decline a tray located on the carrier by initialing by their name on the Meal Roster. The Meal Roster will serve as the official count for the breakfast and lunch meals that are reimbursable according to the USDA Manual, "Menu Planner for Healthy School Meals for the Traditional Food-Based Menu Pattern. Contractor is to provide sufficient portions of all food items so that each detainee will receive no less than the specified portion.

When there is a specific medical or religious diet ordered, the Contractor may place the specified portion in a paper-serving container and label that meal or item for receipt by a specified detainee.

E. THERAPEUTIC DIETS

Therapeutic or restricted diets must be available upon medical authorization. Specific diets must be prepared and served to juveniles according to the orders of the attending physician, dentist, nurse or registered dietitian or as directed by the responsible health authority official. Medical diets, and their menus will be developed and verified by a Registered Dietician. Therapeutic and restricted diets must be specific and complete and will be furnished in writing to the Contractor by authorized BFJJC or Contract personnel. Restricted diets must conform as closely as possible to the food served to other youth. The source book to be used is the Nutrition Care Manual with subscription update service (formerly the Manual of Clinical Dietetics Fifth Edition), published by the American Dietetic Association or comparable source that will be subject to the approval of BFJJC. Medically prescribed food snacks must be served upon request at no additional cost. Medically prescribed dietary supplements must be provided as requested at cost.

F. RELIGIOUS ORDERS

Religious orders must be prepared and served to youth according to the orders of the authorized administration staff, classification officer, or chaplain following a verification procedure confirming the detainee is practicing dietary laws for established religious purposes, not personal food preferences. Detainees shall not be permitted to switch on and off religious diets. Religious transmittal diet orders will be issued on completed forms to food service, classification, and if appropriate, detention officers with required information including: correct diet terminology, date of transmittal, authorization signature, detainee's housing area, identification number. Religious orders and menus will be developed and verified by a Registered Dietitian and shall meet all nutritional requirements. Religious meals should be simple and conform as closely as possible to the food served other youth.

G. VEGAN / VEGETARIAN DIETS

Vegan/vegetarian diets must be available to be prepared and served to youth according to the orders of the attending physician, dentist, nurse, registered dietitian or as directed by the responsible health authority official. Vegan/vegetarian diets and menus will be developed and verified by a Registered Dietitian and shall meet all nutritional requirements. Vegan/vegetarian meals should be simple and conform as closely as possible to the food served to other youth.

H. CONTINGENCY MEALS

Contractor will be required to provide food service in the event of lockdowns, riots, severe weather conditions, fire, power failure, labor strikes, ice storms, acts of God or other events that would cripple the normal operations of the detention facility. Emergency meals shall be planned so that no additional cost will be borne by the Counties. At a minimum, the Contractor must maintain an on-premise inventory sufficient to prepare and serve three (3) days of scheduled meals. Contractor will be required to submit a BFJJC approved contingency plan that will address this requirement within thirty (30) days of contract execution.

I. COMMODITIES FOOD USAGE

Contractor must be registered with the Washington Department of Education prior to contract execution.

Contractor shall provide for the utilization of Federal commodities, which shall be strictly accounted for and used only for the benefit of BFJJC food service operations to the maximum extent allowed. The liability for proper use and accountability for these commodities shall be the responsibility of the Contractor.

To accrue benefit to BFJJC's food service program, the Contractor agrees to fully utilize all appropriate surplus food commodities obtained by the Counties from the U.S. Department of Agriculture surplus commodities as distributed by the Washington Donable Food Section. (7 CFR 210.16(a)(6)) Surplus food must be ordered through the Food Service Contract Administrator. All such food items must only be served to the juvenile population. Responsibility for receipt, storage and accountability will reside with the Contractor. Contractor will submit weekly orders to BFJJC Food Service Contract Administrator according to dates provided by BFJJC Food Service Contract Administrator.

Contractor's use of surplus commodity foods each month shall be reflected in its monthly productivity reports. Contractor will pay to the Counties, in the form of a credit against meal charges, the State of Washington approved entitlement value of the surplus commodities less the amount of the State of Washington fees/handling charges for the surplus foods.

The goal of BFJJC is to use the full amount of commodity credits available each year. Contractor will submit copies of the purchasing list as furnished by the respective Food Service Contract Administrators with its billing to BFJJC. In the event that spoiled commodities are delivered to the Contractor, these commodities must be returned in order for a credit to be made to the Contractor's commodity usage records.

It will be the Contractor's sole responsibility to regularly access and place orders for standard and bonus commodities through the State of Washington Office of Superintendent of Public Instruction.

All USDA commodities shall accrue to the benefit of BFJJC and ownership shall remain with BFJJC as required by USDA regulations.

J. MANAGEMENT OF DONATED FOODS – FIXED-PRICE CONTRACTS

In accordance with 7 CFR 250.53, the following provisions relating to the use of donated foods must be included, as applicable, in a recipient agency's fixed-price contract with a food service management company. Such provisions must also be included in procurement documents. The required provisions are:

1. Contractor must credit BFJJC for the value of all donated foods received for use in BFJJC's meal service in the school year or fiscal year (including both entitlement and bonus foods), including the value of donated foods contained in processed end products, in accordance with the contingencies in Sec. 250.51(a);

2. The following are the method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all donated foods has been credited:

   Contractor will apply commodity inventory credits on monthly invoices to BFJJC.

3. The following is the method of determining the donated food values to be used in crediting, in accordance with Sec. 250.51(c), or the actual donated food values:

   Contractor will determine the value of commodities received based on the OSPI Statement of Commodities Shipped Report.

4. The following are the activities relating to donated foods that the Contractor will be responsible for, in accordance with 7 CFR Sec. 250.50(d), and Contractor hereby assures that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250:

   (A) Prepare and serve meals;

   (B) Order and select donated foods, in coordination with BFJJC and in accordance with 7 CFR Sec. 250.58(a);

   (C) Store and perform inventory management for donated foods, in accordance with 7 CFR Sec. 250.52; and

   (D) Pay processing fees and submit refund requests to a processors on behalf of BFJJC, and remit refunds for the value of donated foods in processed end products to BFJJC, in accordance with 7 CFR Part 250, subpart C.

5. Contractor will use all donated ground beef and ground pork products, and all processed end products, in BFJJC's food service;

6. Contractor will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal of better quality than the donated foods, in BFJJC's food service;

7. Contractor will ensure that the procurement of processed end products on behalf of BFJJC, as applicable, will comply with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing agency or BFJJC processing agreements, and will ensure crediting of BFJJC for the value of donated foods contained in such end products at the processing agreement value;

8. Contractor agrees that it will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;

9. Contractor agrees to comply with the storage and inventory requirements for donated foods;

10. The distributing agency, sub distributing agency, or BFJJC, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of Contractor's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods;

11. Contractor will maintain records to document its compliance with requirements relating to donated foods, in accordance with Sec. 250.54(b); and

12. Extensions or renewals of this Contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

K. ACCOUNTING / AUDITING

ACCOUNTING CYCLE: Contractor must comply, for accounting cycle purposes, with the Counties' fiscal year of January 1st to December 31st, and calendar month periods.

RIGHT TO AUDIT: The Counties reserves the right to audit any aspect of its food service program, as performed by the Contractor, and Contractor will keep accurate and complete records thereof for at least three (3) years.

Counties shall be the applicant and reimbursement recipient for the OSPI meal and snack reimbursement program. Contractor agrees to maintain and make readily available records needed to support reimbursement claims as required by Contractor's agreement with OSPI for not less than three years plus the current

year. Contractor agrees to provide meal recipes, product information, and production records to the Juvenile Administrative Services Manager or other Juvenile Management staff, as required for OSPI meal reimbursement program, and to OSPI, or other entity as directed by the Counties. (7 CFR 210.16(c)(1 & 3))

The Counties will not pay for any meals that are spoiled, nor will the Counties pay for any meals that do not meet National School Lunch Program (NSLP) Requirements.

BFJJC shall retain signature authority for the Child Nutrition Program Food Services Agreement, Fee and Reduced-Price Policy Statement, and any and all claims made for reimbursement. (7 CFR 210.16(a)(5)) BFJJC shall maintain approval and signatory responsibility for free and reduced-price meals and free milk in accordance with 7 CFR Part 245. Such responsibilities include the approval of applications for such meals, snacks, and/or milk, conduct of any hearings related to such determinations and verification of applications for free and reduced-price meals.

III. FOOD PRODUCTION, PREPARATION AND SERVICE

A. FOOD PREPARATION

Food services prepared under this contract will be prepared utilizing BFJJC detention kitchen facility at 5606 W. Canal Pl., Suite 106, Kennewick, WA.

B. QUALITY ASSURANCE

Contractor must maintain a comprehensive quality assurance program that implements Hazard Analysis Critical Control Points (HACCP) based on the USDA Guidance, Developing a School Food Safety Program based on the Process Approach to HACCP Principles, June 2005 and the School Food Safety Inspection Requirements, July 2002.

HACCP is the delivery of safe food by controlling hazards (biological, chemical, and/or physical) that may occur or be introduced into foods along the flow of food during receiving, storing, preparing, cooking, cooling, reheating, holding, assembling, packaging, transporting and serving. If the Contractor has a HACCP program that addresses, but is not limited to the purchase, delivery, storage, preparation, portioning and delivery of food as well as facility and equipment sanitation and staff food handling practices, this HACCP program may be submitted to BFJJC for approval.

All such records must be filed in an orderly, chronological fashion to permit easy access and audit by the respective Food Service Contract Administrators. Contractor must have a minimum of two Food Safety Inspections each School Year by the local Counties Health Inspector. Contractor must post their food safety inspections and must give members of the public copies of their food safety inspections if requested.

Contractor shall ensure health certification of facility. (7 CFR 210.16(a)(7) and 7 CFR 210.16(c)(2)) BFJJC may monitor food service operations of Contractor through periodic visits (7 CFR 210.16(a)(3)), which may include other appropriate County and State personnel. Meals provided by Contractor shall be prepared, put on trays and trays put on carts for transport to the detention pods by BFJJC staff, and shall be maintained at their required temperatures and precautions taken for control and prevention of food-borne illness. Contractor shall keep all required daily storage, temperature, and other production records.

All foods used by Contractor shall meet USDA standards of quality, sanitation and safety, applying to foods that are processed commercially and purchased by the program. Contractor will be responsible for all costs associated with any and all meals that do not meet National School Lunch Program (NSLP) requirements or otherwise do not fulfill specifications of agreement between Counties and OSPI, (costs include food and personnel). Counties shall retain control of the quality, extent, and general nature of its food service and prices to be charged. (7 CFR 210.16(a)(4)).

All food purchased for use under the final contract with the Counties shall meet at least the following minimum specifications:

7. Beef, veal, pork and lamb shall be of at least USDA Good. The fat and/or soy content of all ground meat products to be used cannot be in excess of 20% and 6% respectively. All breaded products must have a product weight of 3 oz. before breading.

8. Poultry shall be at least USDA Grade B. Chicken quarters can be no less than 8 oz. raw weight. Legs or thighs must be 6 oz. minimum raw weight. All breaded products must have a product weight of 3 oz. before breading.

9. Canned fruits and vegetables shall be at least USDA Grade C (or standard).

10. Frozen fruits and vegetables shall be at least USDA Grade B.

11. Fresh produce shall be at least USDA No. 2. Some **minimum** counts are as follows:

a.	Apples	113
b.	Oranges	113
c.	Bananas	3-4 (petite)
d.	Pears	90-100

Contractor may serve comparable portions of other popular fresh fruits.

12. Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine if it is a commodity item.) 2% skim and nonfat chocolate fresh, fluid milk fortified with Vitamins A and D shall be served at breakfast, lunch and dinner and snacks if applicable. Dry/powdered milk may be used in cooking/baking.

Eggs shall be at least USDA Grade B Large.

10. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of 3 oz before breading.

11. Bakery products - A minimum of 60 percent whole-grain products must be used. As long as they are within their "sell-by" dates, day-old breads may be purchased but must be used within 48 hours or frozen until the time of use (seven day maximum hold).

12. Contractor may not purchase "second market" or distressed food items without the prior written approval of the Counties. The Counties must approve, in writing, any changes from the stated specifications.

C. STORAGE

Contractor must provide for the correct receiving, prompt storage, rotation and issue of food items purchased for use in BFJJC. Products that have been frozen in excess of one year or are past the manufacturers or processors pull or freshness expiration date may not be served. All food products must be marked with a date when they were received and stored on a first-in-first-out (FIFO) rotation basis.

D. INVENTORY

For the purpose of maintaining a regular supply of fresh foods and for cost control and accurate reporting purposes, the Contractor shall conduct physical inventories of all food and supply items.

All products required to serve the published menu will be on hand at the BFJJC kitchen location in time to properly prepare the food. Contractor shall keep on hand sufficient food products as to be able to prepare and serve a minimum of three days of meal and snack service

E. PRODUCTION CONTROL TECHNIQUES

The food production techniques and hold methods used in BFJJC facility must be in accordance with all applicable health and sanitation mandates. It is the specific responsibility of the Contractor to accurately maintain its food production records (whether manual or computer software driven) to conclusively prove that all food items are being prepared in accordance with the terms and conditions of this RFP and the resultant contract.

Sulfites: No sulfite additives are to be added on premises to any foods served under the resultant contract.

F. FOOD PREPARATION

4. **Method:** Contractor shall utilize the traditional cook and serve methodology. Recipes, menus and production schedules must all be designed to minimize the risk of spoilage.

5. **Recipes:** A file of tested bulk recipes adjusted to a yield appropriate for the population counts specified must be maintained on the premises.

6. **Optimum Temperature Ranges**: All chilled food must be held and served at no more than 41 degrees Fahrenheit and all hot food items held and served at no less than 140 degrees Fahrenheit. (Washington State Manual, School Food Safety inspection Manual)

G. DATE CODES

A code system acceptable to the respective Food Service Contract Administrators must be utilized to date all sack meals to prevent consumption of dated or spoiled foods. After 48 hours, all unused sack meals must be discarded.

H. SANITATION, SAFETY, AND RISK MANAGEMENT

7. **Laws and Regulations:** Contractor shall comply with all federal, state and local laws and ordinances regarding health, sanitation, safety and environmental disposal regulations. Contractor shall be subject to inspections in the kitchen by the Benton-Franklin Counties Environmental Health Services, Benton-Franklin Counties Health District, OSPI, State of Washington Health Inspectors, and authorized personnel from BFJJC.

8. **Food Handlers Cards and Medical Exams:** Contractor will provide medical examinations as required by law and appropriate records for each employee will be kept on file with the respective Food Service Contract Administrator. This includes a current food handler's card on file for all the Contractor's staff and management. All Contractor management and supervisory staff must successfully complete the National Restaurant Association sponsored "ServSafe" program within six months of contract initiation and within three months of employment thereafter.

9. **Food Samples:** Contractor shall save samples of all meals, including sack meals, in a freezer at all facilities for a period of not less than 72 hours for testing in the event of an outbreak of food poisoning or contamination. Samples must be clearly marked as to the dates and times of preparation, service and storage.

10. **Emergency Situation Reports:** Contractor shall be responsible for immediately notifying the on duty supervisor of any fires in the kitchen or related areas and of any accidents involving Contractor personnel.

11. **Employee Physical Health:** Contractor shall not permit employees with communicable health problems (including open sores) to work.

12. **Worker's Compensation / L&I:** Contractor is responsible for processing all Workers Compensation reports relating to its employees.

7. **Risk Management Plan and Practices:** Contractor shall provide a detailed plan of food service program risk management. Contractor shall provide a detailed plan of Hazard Analysis Critical Control Point (HACCP) practices.

I. FOOD DELIVERY AND SERVICE

The American Correctional Association guidelines recommend that from the service of dinner, the last meal, to breakfast, no more than 14 hours elapse. To comply with these standards, both parties shall agree upon serving times that respectfully satisfy BFJJC and the aforementioned recommended standards. A policy for the feeding of late or early "bookings" shall also be established.

Upon mutual agreement of a schedule, serving meal carts carrying the specified meal trays, will be available to detention staff to deliver to pod areas 15 to 30 minutes prior to the scheduled meal service times.

All food must be held in the appropriate hot or cold holding units or properly temped insulated carriers.

A BFJJC reporting form is filled out at each meal. The reporting form enables BFJJC staff to quickly ascertain that all meal items have been provided. This form will be used for billing reconciliation purposes. The form must show the following information:

9. Number of meals ordered
10. Number of meals received
11. Number and type of special meals ordered with space for recipient signature
12. The number of trays and beverages provided
13. The menu, specified portions and temperature at loading
14. Any special instructions
15. Signature line for staff person receiving cart
16. Signature line for Contractor staff receiving cart upon its return to the kitchen.

The carts will be returned to the kitchen within one (1) hour of the scheduled meal service time. Contractor should be aware that there are no facilities in the service areas to allow for the rinsing of dirty dishes. Unused food (i.e., not served to youth) that is returned to the kitchen may not be reused.

J. DISPOSABLES / EXPENDABLES

Contractor shall furnish all paper, plastic ware, sacks, paper towels, hand soap and all other disposable kitchen related supplies for the kitchen area operation and food service. BFJJC reserves the right to request that samples of disposable goods be submitted prior to contract execution. Styrofoam products may not be used in the BFJJC.

K. RECEIVING / DELIVERY / SHIPPING

Contractor shall be responsible for scheduling product delivery and for assuring that qualified personnel are on site and available for all kitchen product deliveries. The Contactor should notify its Vendors that there is only space in the receiving area for one large truck at a time.
Unless otherwise specified, all shipment of merchandise will F.O.B. at the following:

Benton-Franklin Counties Juvenile Justice Center
5606 West Canal, Suite 106
Kennewick, WA 99336

L. SALESPERSONS

Contractor should encourage all salespersons to call at their district offices. No salesperson will be permitted in the secured portions of the facilities. If a salesperson must call on the Contractor's unit managers, the managers must meet the salesperson in the public reception areas. [Contractor shall minimize the use of this area as much as possible.] Note: Exceptions may be made for equipment repairs, deliveries or installations.

M. EQUIPMENT OWNERSHIP & RESPONSIBILITY

Requirement: Contractor warrants that it will take all reasonable and prudent measures necessary to assure the Counties that its equipment is being properly used and maintained. Contractor will assume full fiscal responsibility for any damage incurred due to its employee's negligent handling of Counties owned fixtures, furniture and equipment.

Acquisitions: In the event that the Contractor purchases any capital equipment during the term of this Contract for use at the BFJJC site, it is hereby agreed that at such time that said equipment is fully amortized by the Contractor, that upon such event, any such equipment shall become the sole and exclusive property of the Counties and title to said equipment shall hereby vest in and to the Counties. In addition, in the event any equipment so purchased is not fully amortized within the term of this Contract, as may be renewed, then and in that event, the Contractor hereby agrees to sell all such equipment to the Counties for the purchase price less any amount amortized to date which shall include any amount eligible for amortization but not yet amortized.

Preventative Maintenance & Equipment Repairs: Contractor agrees to provide quarterly preventative maintenance to the kitchen equipment.

Contractor will keep separate records on maintenance and repairs for each piece of equipment and provide a written report and relevant documentation to the Counties at least quarterly as to what preventive maintenance/repairs have been performed on each piece of equipment. A report of all preventative maintenance and repair work performed will be sent to the Food Service Contract Administrator within the 120 days of the end of each fiscal year.

A Preventive Maintenance System is concerned with minor adjustments, lubrication, cleaning and inspection. If the Preventive Maintenance regular inspection indicates the need of a more comprehensive overhaul or parts replacement, the Preventive Maintenance Inspector takes action to protect the equipment and then reports his findings to the Food Service Contract Administrator and Facilities Supervisor, for assignment and repair.

Basic Preventive Maintenance Functions

5. Cleaning
   - Clean machines are easier to maintain, operate better, and leaks / defects are more readily detected.
   - The image portrayed by clean equipment builds pride and morale in the department.
   - Cleanliness is important, even mandatory, during accreditation inspection.
   - Dirt gets into bearings and seals and results in wear and leakage. Dirt absorbs moisture and causes electrical problems.
   - Dirty electrical contacts tend to arc and burn.
   - Belts slip and overheat when dusty or wet, thus reducing the life of the belt and its efficiency. Dirty chain drives wear faster, rust, or sometimes freeze and break.

6. Inspection
   - The Preventive Maintenance employee must understand the importance of close and complete inspection in great detail.
   - To properly inspect a machine, it is necessary to know what it is doing inside so proper instruments are provided.
   - Refrigeration pressure gauges, a pyrometer, and electric listening device, a tension scale, voltammeter, a long-handled shop mirror and a ohmmeter are a few of the more important tools or instruments.
   - All of these are essential to "seeing" what is going on inside and around a piece of mechanical equipment.
   - The results obtained through the use of these and by visual observations are reported and recorded, either as a routine inspection for the record or as defects to be corrected.

7. Lubrication
   - Although this function normally is performed in accordance with manufacturer's specifications, experience may alter lubrication requirements. Over-lubrication can be as dangerous as too little.
   - Excess lubricant must be removed.

8. Adjustment

- The tension and alignment of belt and chain drives must be maintained at specified limits.
- Drives cannot be over tightened or allowed to run slack.
- Sheaves and sprockets must be properly aligned with a straight edge.

Preventative Maintenance Systems

Preventative Maintenance Systems require:

4. An inventory list of all equipment
5. A complete library of individual machine brochures, if available, outlining manufacturers specifications and maintenance
6. A preventative maintenance log book

Cooking Related Ventilation Systems: The Counties will assume responsibility for the proper maintenance and steam cleaning of the hood ventilation and stack systems a minimum of twice annually at the Counties expense.

Counties Maintenance Assistance: Contractor may, upon request, utilize Counties maintenance personnel for minor electrical and equipment repairs. The decision to repair or not repair rests solely with the Counties.

Contractor will be expected to inform the BFJJC Facilities Supervisor immediately of any equipment problems or deliberate mistreatment of same by a Contractor's employee.

Inventory Procedures: Contractor shall inventory, at least annually, all capital equipment and Counties-owned service wares under the Contractor's direct control. Counties may conduct such an inventory at any time, at its option. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. Contractor will be liable for the replacement cost for all unaccounted items. A separate list of all Contractor supplied equipment must be maintained and submitted to BFJJC annually.

Contractor has sole responsibility for properly securing and maintaining this equipment in accordance with all health codes, food service industry best practices and specified security procedures.

N. SMALL WARES

1. The small wares inventory will be made available for the Contractor's use upon execution of this Contract.

2. Contractor shall, at its expense, maintain at 125% of the Average Daily Population (ADP) for the facility all small wares such as knives, spatulas, ladles, spoons, whips and related cooking utensils. Service wares such as insulated trays, cups, permanent flatware, delivery carts, insulated

bulk food carriers, straps, and related items are considered small wares. Additionally, the Contractor will provide and replace all sanitation and janitorial equipment. Once purchased, all small wares become the property of the Counties.

O. AUXILIARY FOOD SERVICE

Contractor must be available to provide food for visitors and other Counties functions, including but not limited to catering functions, staff coffee service, medical purchases and related bulk purchases. Contractor should not proceed with such functions without written authorization from the Juvenile Court Administrator or respective Food Service Contract Administrator. The costs for auxiliary food services will be subject to individual requirements under terms written and agreed to by both parties. Such arrangements and price charged shall be agreed upon prior to each function.

IV. OTHER TERMS

A. VEHICLES

Any vehicles required by the Contractor in the performance of services under this Contract shall be purchased, used and maintained at Contractor's own expense. All vehicles used for food transport are to be maintained in a clean, sanitary condition at all times.

B. JANITORIAL

1. **Garbage:** Contractor shall remove all trash to the assigned compactors/dumpster locations a minimum of twice a day. Contractor shall ensure that garbage is removed whenever any trash containers are full, at the end of a meal period or at the end of the workday.

2. **Cleaning:** Contractor shall be responsible for all day-to-day as well as periodic major cleaning of the entire kitchen area including walk-in refrigerators/freezers, storerooms, dish wash areas, cart depot/dispatch areas, kitchen restrooms, offices and receiving areas. BFJJC janitorial personnel will not be assigned any work in kitchens/food service areas assigned to the Contractor.

3. **General Janitorial and Personal Sanitation Supplies:** Contractor shall supply all cleaning equipment and approved chemicals as well as hand soap, paper towels and toilet tissue for all restrooms and hand washing sinks in the kitchen.

C. PEST EXTERMINATION

Contractor shall be responsible for the cost and implementation of a regular monthly program for the extermination of rodents, vermin and other unsanitary vectors in the kitchen areas only. AH/Chemical reports will be forwarded to the respective Food Service Contract Administrator. Contractor may opt to select the service the Counties use. Arrangements must be made with the BFJJC Facilities Supervisor prior to the start of the contract.

D. ENERGY CONSERVATION

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

EXHIBIT B
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
Child Nutrition Services
Old Capitol Building, PO Box 47200
Olympia. WA 98504-7200

CERTIFICATION REGARDING LOBBYING CHILD NUTRITION PROGRAMS

Applicable to grants, subgrants, cooperative agreements, and contracts exceeding $100,000 in federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization or SFA

Child Nutrition Programs
Name FNS Grant/Cooperative Agreement

_____
Signature

_____
Name/Title

_____
Date

EXHIBIT C
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

2. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

4. Identify the status of the covered Federal action.

5. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

15. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

16. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

17. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

18. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

19. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

20. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

21. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

22. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

23. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

24. Check all that apply. If other, specify nature.

25. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets.

The certifying official shall sign and date the form; print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

EXHIBIT D
U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017-5 10. Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ FOLLOWING INSTRUCTIONS)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Organization Name

_____

Names and Titles of Authorized Representatives

_____

Signatures Date

EXHIBIT E
Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side with accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the debarment or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered Transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may, but is not required to, check the Non-procurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters onto a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT F
AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT

Contractors who desire to provide the Benton Franklin Counties Juvenile Justice Center with supplies and/or professional services must comply with the following affirmative action contract requirements. During performance of this contract, the Vendor agrees as follows:

1) The Contractor agrees to comply with all local, state, and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

2) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration or employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

4) The Contractor will send to each labor union or representative or workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractors affirmative action commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Any Contractor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from BFJJC, or shall be subject to other legal action or action or contract cancellation unless a satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Section 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

ACKNOWLEDGEMENT: The Undersigned acknowledges that he/she has read and understands the foregoing.

_____ _____

SIGNATURE DATE

_____

FIRM NAME

EXHIBIT G
Certificate of Independent Price Determination

Both the school food authority and the Food Service Management Company (contractor) shall execute this Certificate of Independent Price Determination.

_____	_____
Name of Food Service Management Company	Name of School Food Authority

(A) By submission of this offer, the FSMC (Contractor) certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with the procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other FSMC (Contractor) or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the FSMC (Contractor) and will not knowingly be disclosed by the FSMC (contractor) prior to opening in case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other FSMC (contractor) or to an competitor; and

(3) No attempt has been made or will be made by the FSMC (Contractor) to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each Person signing this offer on behalf of the FSMC (Contractor) certifies that:

(1) He or she is the person in the FSMC's (Contractor's) organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A) (1) through (A) (3) above; or

(2) He or she is not the person in the FSMC's (Contractor's) organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A) (1) through (A) (3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A) (1) through (A) (3) above.

To the best of my knowledge, the FSMC, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state of federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

_____	_____	_____
Signature of Food Service Management Company's Authorized Representative	Title	Date

In accepting this offer, SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

_____	_____	_____
Signature of School Food Authority's Authorized Representative	Title	Date

Note: Accepting a bidder's offer does not constitute award of the contract.

EXHIBIT H
KITCHEN CAPITAL EQUIPMENT INVENTORY

ITEM	DESCRIPTION	SERVICE AGENCY	PHONE	MODEL
1	PROOFING/HOLDING CABINET	INTERMETRO-WESTERN	(714) 987-4731	C175-CL4N
2	CONVECTION OVEN	HOBART SALES & SERVICE	(509) 922-3123	SG2
2.1	QUICK DISCONNECT W/CABLE	DORMONT	(800) 367-6668	SSC-1675B-36
3	RANGE W/OVEN	HOBART SALES & SERVICE	(509) 922-3123	36L
3.1	QUICK DISCONNECT W/CABLE	DORMONT	(800) 367-6668	SSC-1675B-36
4	GRIDDLE	HOBART SALES & SERVICE	(509) 922-3123	936A
4.1	QUICK DISCONNECT W/CABLE	DORMONT	(800) 367-6668	SSC-1675B-36
5	BRAISING PAN	HOBART SALES & SERVICE	(509) 922-3123	G30O
5.1	QUICK DISCONNECT W/CABLE	DORMONT	(800) 367-6668	SSC-1650B-36
6	CONVECTION STEAMER	HOBART SALES & SERVICE	(509) 922-3123	VSX4
7	CONVEYOR TOASTER	RESTAURANT APPLIANCE SERVICE	(800) 433-9390	TC120
8	WAFFLE BAKER (TOASTER ?)	RESTAURANT APPLIANCE SERVICE	(800) 433-9390	7000-2S
9	HOT FOOD TABLE W/TRAY SLIDE	RESTAURANT APPLIANCE SERVICE	(800) 433-9390	KH-4-NU
10	COLD FOOD TABLE W/TRAY SLIDE	RESTAURANT APPLIANCE SERVICE	(800) 433-9390	KCSC-60-NU
11	OVERSHELF	KRUEGER SHEET METAL	(509) 489-0221	
12	CAN OPENER	EDLUND	(802) 862-9661	S-11
13	MIXER-20 QUART	NORTH IDAHO COMMERCIAL	(208) 664-3030	B-20
14	SLICER	NORTH IDAHO COMMERCIAL	(208) 664-3030	909/1
15	TRAY CART	BOB BARKER	(800) 334-9880	ZNTR-48S
16	HOT TRAY	BOB BARKER	(800) 334-9880	HT
16.1	STAINLESS STEEL CAP	KRUEGER SHEET METAL	(509) 489-0221	
16.2	TRAY WASH RACK	SECO	(800) 544-3057	6WR19
17	ICE MACHINE	THERMAL SUPPLY	(509) 535-7000	BY-0604A
17.1	ICE BIN	THERMAL SUPPLY	(509) 535-7000	C-570
18	REFRIGERATOR-REACH IN	RESTAURANT APPLIANCE SERVICE	(800) 433-9390	6051-HG
19	MICROWAVE OVEN	RESTAURANT APPLIANCE SERVICE	(800) 433-9390	RFS11B
20	WASTE CONTAINER	RUBBERMAID	(703) 667-8700	3526 W/3530
21	SANDWICH GRILL	RESTAURANT APPLIANCE SERVICE	(800) 433-9390	A710

22	SPARE NUMBER			
23	BAKERS TABLE	KRUEGER SHEET METAL	(509) 489-0221	
23.1	WALL SHELF	KRUEGER SHEET METAL	(509) 489-0221	
24	INGREDIENT BIN	RUBBERMAID	(703) 667-8700	3603
25	WORK TABLE W/SINK	KRUEGER SHEET METAL	(509) 489-0221	
25.1	WALL SHELF	KRUEGER SHEET METAL	(509) 489-0221	
25.2	FAUCET	RESTAURANT APPLIANCE SERVICE	(800) 433-9390	3510
26	WORK TABLE	KRUEGER SHEET METAL	(509) 489-0221	
27	COOLING RACK	INTERMETRO-WESTERN	(714) 987-4731	RT183N
28	EXHAUST HOOD-TYPE II	BY MECHANICAL		
29	WORK TABLE	KRUEGER SHEET METAL	(509) 489-0221	
30	EXHAUST HOOD-TYPE I	BY MECHANICAL		
31	FIRE SUPPRESSION SYSTEM	BY MECHANICAL		
32	SPARE NUMBER			
33	WORK TABLE	KRUEGER SHEET METAL	(509) 489-0221	
34	BEVERAGE TABLE W/TROUGH	KRUEGER SHEET METAL	(509) 489-0221	
35	JUICE DISPENSER	BY PURVEYOR		
36	SPARE NUMBER			
37	WORK TABLE W/HAND SINK	KRUEGER SHEET METAL	(509) 489-0221	
37.1	WALL SHELF	KRUEGER SHEET METAL	(509) 489-0221	
37.2	FAUCET	RESTAURANT APPLIANCE SERVICE	(800) 433-9390	3510
38	WORK TABLE	KRUEGER SHEET METAL	(509) 489-0221	
39	WORK TABLE W/PREP SINKS	KRUEGER SHEET METAL	(509) 489-0221	
39.1	FAUCET	RESTAURANT APPLIANCE SERVICE	(800) 433-9390	3313
40	DISPOSER	RESTAURANT APPLIANCE SERVICE	(800) 433-9390	SS-100-5-CC101
41	SPARE NUMBER			
42	WALK-IN COOLER	KOLPAK	(800) 826-7036	
42.1	REFRIGERATION SYSTEM	CAMPBELL & BRUCE	(509) 545-9848	
43	COOLER SHELVING	INTERMETRO-WESTERN	(714) 987-4731	METROSEAL
44	PREP CART	INTERMETRO-WESTERN	(714) 987-4731	MW103
45	WALK-IN FREEZER	KOLPAK	(800) 826-7036	
45.1	REFRIGERATION SYSTEM	CAMPBELL & BRUCE	(509) 545-9848	PR299LOP

46	FREEZER SHELVING	INTERMETRO-WESTERN	(714) 987-4731	CHROME
47	SOILED DISHTABLE	KRUEGER SHEET METAL	(509) 489-0221	
47.1	PRE-RINSE FAUCET	RESTAURANT APPLIANCE SERVICE	(800) 433-9390	2110WB
48	DISPOSER	RESTAURANT APPLIANCE SERVICE	(800) 433-9390	SS-200-5-CC101
49	SLANT RACK SHELF	KRUEGER SHEET METAL	(509) 489-0221	
50	CLEAN DISHTABLE	KRUEGER SHEET METAL	(509) 489-0221	
51	WALL SHELF	KRUEGER SHEET METAL	(509) 489-0221	
52	DISHMACHINE	HOBART SALES & SERVICE	(509) 922-3123	C-44A
53	BOOSTER HEATER	RESTAURANT APPLIANCE SERVICE	(800) 433-9390	C-54
54	DISHMACHINE HOOD	BY MECHANICAL		
55	THREE COMPARTMENT SINK	KRUEGER SHEET METAL	(509) 489-0221	
55.1	FAUCET	RESTAURANT APPLIANCE SERVICE	(800) 433-9390	13277
56	POT RACK	KRUEGER SHEET METAL	(509) 489-0221	
57	MOBILE SHELVING	INTERMETRO-WESTERN	(714) 987-4731	BRITE
58	STORAGE SHELVING	INTERMETRO-WESTERN	(714) 987-4731	BRITE
59	CORNER GUARD	KRUEGER SHEET METAL	(509) 489-0221	
60	END CAP	KRUEGER SHEET METAL	(509) 489-0221	
61	WALL PANELING	KRUEGER SHEET METAL	(509) 489-0221	

EXHIBIT I
SMALL WARE INVENTORY

ATTACHMENTS FOR UNIVEX MIXING UNIT			
Qty	**Description**	**Color / Composition**	**Dimensions / Size / Shape**
3	Spatulas	Rubber	
3	Whisk		
3	Spade Style		
1	Corkscrew Style		
1	Curved		
3	Mixing bowls	Stainless steel	
2	Spouts for mixing bowls	Plastic	
1	Accessory Rack for Attachments		
MIXING / MEASURING			
Qty	**Description**	**Color / Composition**	**Dimensions / Size / Shape**
1	Mixing bowl	Stainless steal	16" diameter
2	Mixing bowl with handles	Plastic	2 L, round
2	Mixing bowl	Metal	9"
2	Mixing bowl	Metal	11"
2	Mixing bowl	Metal	13"
1	Measuring cup	Metal	1 cup
1	Measuring cup with small handle	Metal	¼ cup
1	Measuring cup with long handle	Metal	¼ cup
2	Measuring cup with small handle	Metal	1/3 cup
1	Measuring cup with long handle	Metal	1/3 cup
1	Measuring spoons	Stainless steel	Set
SERVING TRAYS			
Qty	**Description**	**Color / Composition**	**Dimensions / Size / Shape**
49	Trays with Lids – 6 compartment	Tan tray, clear lid	
73	Trays – 5 compartment – bottom only (no lids)	Tan	Very Old
77	Trays with lids – insulated – 5 compartments	Tan & Crimson	Old
8	Tray bottoms – insulated – 5 compartments	Tan & Crimson	Old
80	Trays with lids – insulated – transport style – 5 compartments	Crimson	1 Year old
BAKING			
Qty	**Description**	**Color / Composition**	**Dimensions / Size / Shape**
6	Muffin Tin – 14 sections	Stainless steel	19½" L x 10" W x 1¼" D, Square
7	Muffin Tin – 24 sections	Stainless steel	20½" L x 14" W, Round

2	Loaf Pan	Stainless steel	9¼" L x 5¼" W x 2¾" D
21	Cookie Sheets	Metal	26" L x 18" W x 1" D
11	Cookie Sheets	Metal	18" L x 12" W x 1" D
6	Cake Pan	Metal	23½" L x 15½" W x 2" D
1	Cake Pan	Galvanized steel	20½" L x 18½" W x 2" D

UTENSILES

Qty	Description	Color / Composition	Dimensions / Size / Shape
2	Prong Fork	Wooden	Medium size
1	Potato Masher	Metal with wooden handle	7" L x 6" W (head)
1	Cheese Slicer, hand held	White / Plastic handle	
1	Knife Sharpener	White / Plastic handle	
1	Bottle brush	White / Plastic handle	
1	Grater, hand-held	Stainless steal	
1	Basting brush	White / Plastic	
1	Pizza Cutter, Dexter/Russell	Stainless Steel blade, White/Plastic handle	
1	Spreader	Stainless Steel blade, White/Plastic handle	
1	Juicer, hand-held	Yellow / Plastic	
1	Egg slicer	Stainless steel	Round
1	Slicer	Stainless steel	Oblong
1	Cheese slicer	Wooden bottom	Small Rectangle
1	Portion Controller, Pelouze Junior		1-15
3	Melon scoops	Metal-yellow w/ black handle	
2	Melon scoops	Metal-red w/ black handle	
1	Melon scoop	Metal-blue w/ black handle	
4	Melon scoops	Metal-black w/ black handle	
3	Melon scoops	Metal-purple w/ black handle	
1	Bread slicer	Brown handle	12"
1	Knife	White / Rubber handle	9½" blade
2	Knife sharpener	Black/white handle	12" sharpener
1	Knife	White rubber handle	11½" blade
1	Ice-cream scoop	Plastic	
4	Spoon - serving	Metal	Large
11	Tongs	Metal	Small
1	Tongs	Metal	Large
2	Ladle	Red / Plastic	Small
2	Ladle	Metal	8 ox/236
1	Spoon – mixing	Wooden	Large
1	Spoon – mixing	Wooden	Small
2	Spatulas	Rubber / White w/ broken	Medium

		handles	
1	Can opener – manual	White	
1	Spoon – strainer	Metal	
1	Rolling pin	Wooden	Large
1	Fork		Large
2	Whisks, wire	Metal	Large
1	Whisk, wire	Metal	Small
8	Spatula	Rubber / Black handles	9½" (small)
5	Spatula	Rubber / Black handles	13 5/8" (medium)
4	Spatula	Rubber / Black handles	16¾" (large)
3	Spatula	White / Rubber	
5	Spatula	Rubber / White	Small
1	Spatula – square shaped	Rubber / White	Small
1	Colander / Strainer w/black handle		
WARMING / SERVING			
Qty	**Description**	**Color / Composition**	**Dimensions / Size / Shape**
3	Warming Trays	Stainless steel	1 Qt 11 ¾ L x 6 W x 4 D
2	Warming trays	Stainless steel	5.7 Qts 19 ½ L x 5 ¼ W x 4 D
7	Warming trays	Stainless steel	8.3 Qts 19 ½ L x 11 ½ x 2 ½ D
4	Warming tray strainers	Stainless steel	8.3 Qts 19 ½ L x 11 ½ x 2 ½ D
7	Warming trays	Stainless steel	19 ½ L x 11 ½ x 4 D
1	Food Processor (with attachments) (Warning brand)		
1	Warming tray	Stainless steel	12" L x 9½" W x 6" D
2	Warming trays with handles	Stainless steel	20¼" L x 16½" x 15½" D
1	Warming tray with lid (super pan)	Stainless steel	6 ½ Qt
1	Warming tray with lid (super pan)	Stainless steel	4.3 Qt
1	Warming tray with lid (super pan)	Stainless steel	10.5 Qt
1	Warming tray (super pan)	Stainless steel	6.5 Qt
FACILITY			
Qty	**Description**	**Color / Composition**	**Dimensions / Size / Shape**
1	Floor mat – Cushionease	Black / Rubber	3' x 3'
COOKING			
Qty	**Description**	**Color / Composition**	**Dimensions / Size / Shape**
1	Skillet	Black / Iron	9" diameter
1	Pot, Revere Ware #227-2609	Stainless steel with copper bottom	10 1/2" diameter, 5" D

1	Pot, Revere Ware	Stainless steel with copper bottom	10" diameter, 7½" D
1	Pan w/lid, round, shallow	Galvanized steel	18" diameter
1	Pan w/lid, round, shallow	Galvanized steel	20" diameter
1	Pot / Sauce Pan #351	Metal	4½ Qt
2	Pot / Sauce Pan #348	Metal	2¾ Qt
1	Pot / Sauce Pan	Stainless steel, Black handle	2¾ Qt
3	Strainers #4616	Metal	16" diameter
1	Frying pan #912	Metal	12" diameter
1	Pot with lid (Wear-Ever brand)	Galvanized steel	20 Qt
2	Pot with lid (Sysco brand)	Galvanized steel	20 Qt
1	Pot with lid (Dura-Ware brand)	Galvanized steel	9 Qt
1	Pot with lid (Toro-Ware brand)	Galvanized steel	10 Qt
1	Pot with lid (Ware-Ever brand)	Galvanized steel	8 Qt
1	Cambro Lid, clear round		
1	Pot with lid		1 Qt

STORAGE / MOBILITY CARTS

Qty	Description	Color / Composition	Dimensions / Size / Shape
1	Storage Bin with lid	White / Plastic	16" L x 9 ½" W x 5" D
2	Storage cans	White / Plastic	30 gallon
4	Storage / Measuring tub with lid	Clear Plastic	18 qt, round
3	Storage / Measuring tub	Clear Plastic	4 qt, round
1	Storage / Measuring tub with lid	Clear Plastic	12 qt, round
6	Storage / Measuring tub with lid	Clear Plastic	2 qt, round
2	Storage / Measuring tub with handle	Clear Plastic	6 L, round
2	Cart, 2 shelves	Stainless steal	24" L x 16" W x 32" H
1	Bucket with spout	White / Plastic	9" diameter, 10" tall
1	Bucket with spikit, round	White / Plastic	8 L
1	Cart, 3 shelves	Stainless steal	27" L x 18" W x 32" H
1	Storage bin with 2 lids	Clear / Plastic	22" L x 16½" W x 5" D
1	Storage bin	Gray / Plastic	19" x 13 ½" W x 7" D
3	Garbage can	Black / Plastic	18" L x 18" W x 22" H
1	Garbage can	Black / Plastic	Small
2	Cart, 3 shelves	Tan / Plastic	30½" L x 2½" W x 33½" T
2	Storage bin with 4 lids	White / Plastic	19" L x 14" W x 7" D
2	Storage bin with lid	Blue / Plastic	17" x 12" W x 6" D
9	Storage bins – stacking - condiment	White / Plastic	
1	Measuring tub		2 qt
6	Storage bins – on wheels	White / Plastic	29" x 17 ½" x 19" D

1	4-Shelf Rack	Metal	
3	"Camwear" Storage bin,	Clear Plastic	18 qts, square
1	"Camwear" Storage bin,	Clear Plastic	½ size x 2.5", square
1	"Camwear" Storage bin,	Clear Plastic	1/6 size x 6", square
1	"Camwear" Storage bin,	Clear Plastic	½ size x 4", square
3	"Camwear" Storage bin,	Clear Plastic	1/1 size x 2.5", square
4	"Camwear" Storage bin,	Clear Plastic	1/1 size x 4", square
1	Bucket	White / Plastic	5 gallon
	SMALL EQUIPMENT		
Qty	**Description**	**Color / Composition**	**Dimensions / Size / Shape**
1	Toaster, 4-slice		
1	Food Processor, Cuisinhart with Disc Holder		
1	Serving Tray Holder with Wheels	Stainless steal	18 slot cake sheet racks
1	Serving Tray Holder with Wheels	Stainless steal	20 slot cake sheet racks
2	Serving Tray Holder with Wheels	Stainless steal	12 slot
1	Roaster with lid	Stainless steel / White	12" L x 9" W oval
1	Roaster with lid	Stainless steel / Green	15" L x 11¼" W
1	Kitchen Aid Mixer w/following attachments		
2	Mixing bowls	Stainless steel	
2	Mixing blades	Stainless steel	
1	Whisk blade	Stainless steel	
1	Sealwrap dispenser	Metal	14"
1	Sealwrap dispenser	Metal	120"
6	Mixing circular slicers	Stainless steel	
	DISHWWASHER		
Qty	**Description**	**Color / Composition**	**Dimensions / Size / Shape**
3	Dishwasher racks	Light blue / Plastic	
3	Dishwasher racks	Light brown / Plastic	
1	Dishwasher racks	Dark brown / Plastic	
4	Dishwasher racks	Dark blue / Plastic	
4	Dishwasher racks	Dark brown / Plastic & Metal	
4	Floor mats with holes	Soft rubber	
	MISCELLANEOUS		
Qty	**Description**	**Color / Composition**	**Dimensions / Size / Shape**
2	Cup Dispensers	Light blue / Rubbermaid	16" L
1	Thermometer, food		Small
1	Thermometer, oven (Sysco brand)	Stainless steel	Small
1	Clock		

1	Hot Plate Holder, Dove	Cast Iron	
1	Cutting board	White / Plastic	Sheet size
1	Sandwich Baggie Sack Holder	White Vinyl Coated	
12	Hooks (to hang pots, pans, utensils)	Hooks	S-shape
3	Hot pads	Tan / Fire resistant material	6 ½" x 6 ½"
1	Oven mitt	Gray / Fire resistant material	12" L
1	Oven mitt	Gray / Fire resistant material	24" L
2	Carafs – (Millstone brand)	Black	
2	Food scale	Metal	Small
1	Timer	White / Plastic	
5	Cookie cutters (misc. shapes)	Plastic	
1	CAMPRO, insulated tray	Hard plastic	
3	Lids	Stainless	7", 7 ½", 10"
1	Cutting board with handle	Hard plastic	Small
3	Seal-wrap, Clear-slide #2667422	Tan / F-PVC	Use with 12" wrap
1	Seal-wrap, Clear-slide #267442	Tan / F-PVC	Use with 18" wrap

EXHIBIT J
SAMPLE MARKET BASKET OF PRODUCTS CALCULATION

XYZ County
Market Basket Price Redetermination Statement
Period Ended August 22, 2008

MENU CATEGORY	CATEGORY WEIGHTING	AUGUST CATEGORY BLS%	WEIGHTED BLS %
Baked Goods	12.20%	11.54%	1.41%
Beverage	5.91%	2.73%	0.16%
Dairy	19.81%	2.25%	0.44%
Grocery*	22.44%	6.15%	1.38%
Produce	16.97%	12.26%	2.08%
Meat	22.67%	4.94%	1.12%
TOTAL	**100%**		**6.59%**

August 2008 CPI-FAH (Food Away from Home Index) 4.48%

Greater of Market Basket or August CPI – Food Away from Home 6.59%

* This category includes all menu items that are not otherwise included in another Menu Category. .....applies the BLS catch-all category called "Food" to the "Grocery" Menu Category for the calculation. The "Food" category encompasses the items included in all Menu Categories in addition to food items not used at the facility or facilities covered by this Agreement.

JUDGES
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner
Hon. Alexander C. Ekstrom

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

DARRYL BANKS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

JOSEPH R. SCHNEIDER
JERRI G. POTTS
JACQUELINE STAM
Court Commissioners

ADDENDUM TO REQUEST FOR PROPOSAL

To: All potential firms responding to the "Juvenile Food Services" RFP

From: Jennifer Bowe
Administrative Services Manager

Date: March 20, 2015

Subject: Addendum No. 1 - Juvenile Food Services"

ADDENDUM NO. 1

The Request for Proposals (RFP) document for the "Juvenile Food Services" contract is further clarified as set forth in this addendum. The RFP remains in full force and effect, including this addendum, which is hereby made a part of the RFP document. Vendors shall take into consideration this addendum when preparing and submitting their proposals.

1) Section Two "Scope of Work" II.C.1 states that "All meals served in the facility shall be hot meals unless an emergency circumstance exists that causes a deviation or the BFJJC has agreed in advance to a deviation from this requirement".

   In addition to a cost proposal for hot breakfast, hot lunch, hot dinner, and snack the BFJJC is requesting an additional proposal be submitted for cold breakfast, hot lunch, hot dinner, and snack. Contractor shall ensure that cold breakfast meals meet or exceed the minimum traditional food-based menu pattern requirements as outlined in the RFP No. CB 15-2015.

2) The following questions and/or clarifications have been generated regarding the RFP:

   <u>Question/Clarification - 01</u>
   We are requesting clarification on the following for RFP CD 15-2015 Benton Franklin Counties Juvenile, WA:

   On January 26, 2012, the USDA issued a Final Rule on Nutrition Standards in the National School Lunch and School Breakfast Programs (the "Final Rule") which revises and clarifies requirements for the nutritional standards in the National School Lunch and School Breakfast Programs (7 C.F.R. Parts 210 and 220). The Final Rule imposes revised fruits, vegetables, grains, meat/meat alternatives and milk components; dietary specifications; menu planning; age-grade groups; offer vs. serve and weighted nutrient analysis monitoring of National School Lunch Program meals effective for the 2012-2013 year. The Final Rule further revises the grains components, dietary specifications, sodium restrictions; menu

planning; age-grade groups; and monitoring of the School Breakfast Program meals effective for the 2014-2015 year.

Please confirm the following:

- that the County will require bidders to price their bids using menus and specifications which are compliant with the 2014/2015 school year Final Rule requirements for the National School Lunch Program for grades 9-12; and

- that the County will require bidders to price their bids using menus and specifications which are compliant with the 2014/2015 Final Rule requirements for the National School Breakfast Program for grades 9-12

Response to Question/Clarification - 01
The two bullet points are fine. The meal pattern phase in requirements were complete in 14-15 which means that there are no changes for next year.

Question/Clarification - 02
What time in the day is the current HS reimbursable snack being served?

Response to Question/Clarification - 02
Reimbursable snacks are served in the evenings around 7:30 p.m.

Question/Clarification – 03
Is there a bid bond? If so, what is the amount required?

Response to Question/Clarification - 03
No

Question/Clarification – 04
What percentage or dollar amount will you be requiring for the performance bond?

Response to Question/Clarification – 04
In accordance with RFP language, the counties reserve the right to require a performance bond for a resulting contract. Section One, IV – Performance Bond - Proposers shall include the per meal cost to provide a performance bond in the miscellaneous section of the Per meals Cost and Fees Proposal, as requested in Section Three, Part I.C.4.

(Attachment)

ACKNOWLEDGMENT FORM

I have read and fully understand Addendum No. 1 for the “Juvenile Food Services” RFP.

Firm Name: _____

Signature : _____

Date :_____

For firms that have submitted their responses to this RFP prior to April 20th, 2015, please check one box:

- ☐ I have read and understand the addendum No. 1 and do not wish to alter my submittal.
- ☐ I have read and understand the addendum No. 1 and I wish to rescind my submittal for this portion of the project.