

FOOD SERVICE CONTRACT BETWEEN BROOKINGS COUNTY AND

This contract is made and entered into this _____ day of _____, 2015, by and between Brookings County (hereinafter referred to as "County"), business address 315 – 7th Ave., Brookings, South Dakota, 57006 and _____ (hereinafter referred to as "Contractor"), business address _____.

WHEREAS, Brookings County operates and maintains the Brookings County Detention Center for the housing of inmates and desires to contract for the feeding of said inmates with the Contractor:

NOW THEREFORE, Brookings County and _____ agree to the following:

1.0 Food and Supplies

1.1 Procurement of Food

The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies and shall pay for all food and direct supplies related to food production, service and management applicable to contract.

1.2 Compliance with U.S. Grades

All food and supplies purchased shall be in conformance with the specified minimum U.S. Standards for Grades. In the absence of grade labeling, the Contractor shall provide the County with packers' labeling codes or industry accepted grade equivalent standards to verify the minimum grades specified are being provided. The County shall periodically, or as necessary, inspect the Contractor's inventory of food and supplies to determine that purchase standards are maintained. Grade minimum for food items shall be as follows:

- a. Meat – USDA No.1 or choice, cut to IMP specifications.
- b. Seafood – U.S. Grade A certified.
- c. Poultry – U.S. Grade A.
- d. Eggs – U.S. Grade A medium size.
- e. Pure ground beef – USDA utility or better, not to exceed 18-22% fat.
- f. Fresh fruits, vegetables – USDA Grade A or B.
- g. Canned fruits, vegetables, juices – USDA Grade A or B.
- h. Frozen fruits, vegetables, juices – USDA Grade A or B.
- i. Dairy products, cheese – USDA Grade A or B.

1.3 Use of Natural, Low Fat Products

The Contractor shall use natural, low fat products whenever possible. Natural, low fat processed cheeses may be used for cooking purposes. Tropical oils may not be used by the Contractor for cooking purposes.

1.4 Meat Cuts

All meat cuts shall be in accordance with USDA IMP specifications. These grades are intended as minimum standards only and the Contractor is encouraged to exceed these minimums whenever possible. All other stuffs not included in the above categories shall be of comparable quality.

1.5 Meat Content

Ground beef patties may contain a maximum fat content of the finished raw patty of 18% to 22%. All menu items prefabricated, produced by others, or processed by the Contractor containing soy protein derivatives or poultry analogues shall be approved by the County prior to service.

1.6 Frequency of Meals

The Contractor shall provide three (3) meals per day with a minimum of five (5) hot breakfasts, noon meal may be hot or cold, and the evening meal to always be a hot meal. Medically indicated snacks or nutritional supplements may be required and will be charged separately per a negotiated price agreement.

Regular meal times will be established with no more than fourteen (14) hours between the evening meal and the following day's breakfast meal. The meal delivery schedule shall be as follows:

Breakfast at 7:00 AM

Lunch at 12:00 PM (noon)

Evening Meal at 5:30 PM

The Brookings County Detention Center shall provide the number of meals needed to be prepared for each meal period and call this number to the Contractor a minimum of one (1) hour prior to the above meal delivery schedule.

1.7 Menu Cycles

Meals provided by the Contractor shall follow an approved menu cycle, pre-approved by the County's Dietician who is licensed with the State of South Dakota. The menu will have a minimum cycle length of three weeks and ideally changed a minimum of two (2) times per year, typically following a "Spring/Summer" and a "Fall/Winter" cycle. A nutritional Analysis of each menu cycle shall be submitted by the Contractor to verify that all nutritional standards are being met.

1.8 Menu Planning

Contractor shall follow the menus as planned by the County's Dietician who is licensed with the State of South Dakota or the Contractor may plan menus in accordance with the National Research Council and American Corrections Association's (ACA) recommended Dietary Allowances (RDA) to meet the nutritional needs of the individuals with pre-approval of the County's Dietician who is licensed with the State of South Dakota. The Food Guide Pyramid shall serve as a basis for all menu planning to assure a variety of foods, maintenance or improvement of weight, adequate sources of essential nutrients and fiber, and appropriate amounts of fat, cholesterol, sugar, and salt/sodium. The ACA standards may be obtained from the Brookings County Sheriff's Office.

The Contractor menus shall provide a variety of foods in adequate amounts to meet the RDA's and ACA standards. These shall be adjusted for age, gender, therapeutic modifications if needed, and activity level of the inmates. The Contractor shall retain copies of pertinent standards at the facility. The menus shall have an average caloric base of 2800 to 3000 calories per day.

A variety of food flavors, textures, temperatures, and appearances shall be used. The Contractor shall provide a method to monitor inmate preferences and to make acceptability adjustments.

Therapeutic modifications are prescribed on an individual basis by physician/medical staff order only and include, but are not limited to low fat/low cholesterol, low sodium, protein controlled, diabetic, and bland.

To avoid excessive fat calories which result in more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall not exceed ½ ounce per serving. These high fat items shall not be added to meals or menus when they are not appropriate. For example, margarine shall not be added for meals with entrees such as hot dogs when using a more appropriate condiment such as mustard is warranted.

1.9 Menu Review and Approval

The menus prepared by the Contractor shall be reviewed and approved by the County Registered Dietician who is licensed by the state of South Dakota, in order to ensure compliance with all the above mentioned regulations and RDA's for age and gender of all groups.

1.10 Recipes and Production Standards

The Contractor shall maintain standardized recipes and portion control procedures for the County. Standardized recipes must be followed for all food preparation to ensure medical nutrition therapy, nutritional adequacy, and nutrient requirements. All recipes and production directions shall be in writing and followed implicitly to assure consistency of taste and quality in food products served. Production such as grilling, French frying, steam cooking, etc., of items shall be continuous through each meal period with large quantities prepared as close as possible to the time they will be served, while still maintaining quality and adequate stock to avoid delay of service.

The County shall have free access to any and all records of recipes, production sheets, product specifications, and quantities of food issued to the facility served by this contract.

1.11 Menu Modifications and Substitutions

Contractor shall make modifications in the menu to accommodate medical nutrition therapy as prescribed by the physician/medical team for individuals. Modifications in the menu made to accommodate altered consistency needs for the individuals will be provided as prescribed by the medical team.

Contractor shall maintain documentation of all meals served, including substitutions. A written method for food substitutions shall be maintained and shall be reviewed by the County Registered Dietician who is licensed in the state of South Dakota to assure nutrient content of substituted food is comparable. Food substitutions must be available to accommodate food avoidances due to religious beliefs/practices/observances and inmate needs in compliance with Medicare/Medicaid standards. Vegetarian food substitutions may be needed. Food allergies which are medically documented or are intolerances must be accommodated and a substitution provided as part of the meal service.

1.12 Meal Preparation and Service

The Contractor shall supervise all meal preparation and service to ensure quality, sanitation, texture, consistency, appearance, therapeutic modifications, and temperatures are adequate and maintained throughout preparation, service, and delivery of food.

Meals will be delivered in disposable dishes and containers at the Contractor's expense. Contractor, also at their expense, will supply napkins, disposable forks, spoons and knives, ketchup, mayonnaise, single serving sugar packets, single serving packets of salt and pepper.

1.13 Holiday Meals

The Contractor shall provide a minimum of three (3) holiday or special meals each year as requested by the County. Additional holiday or special meals may be requested by the facility and shall be determined by mutual agreement of the County and the Contractor.

1.14 Processing of Complaints

The County shall provide a complaint resolution process for addressing complaints from inmates.

2.0 Special Terms and Conditions

2.1 Contract Cancellation

The County may cancel the contract for breach by the Contractor, as determined by the County which shall consider such items as, but not limited to, insufficient insurance coverage, failure to provide required period statements, and/or failure to enforce required standards of sanitation or quality of service including, but not limited to, failure to maintain adequate personnel (whether arising from labor disputes) or any substantial change in ownership or proprietorship of the Contractor which in the opinion of the County is not in its best interest or failure to comply with the terms of the contract.

The County shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the County may cancel the contract by giving thirty (30) days notice in writing by registered or certified mail of its intention to cancel the contract.

Should the County breach any terms or provisions of the contract, the Contractor shall serve written notice on the County setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements made for corrections, the Contractor may cancel the contract by giving thirty (30) days notice in writing by registered or certified mail of its intention to cancel the contract.

The contract may be terminated by either party on the anniversary of the effective date in any subsequent year of the contract, if either party provides the other party with written notice one hundred and twenty (120) days prior to such anniversary date.

2.2 Excused Performances

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, or labor disturbance or strike, business operations at the County are interrupted or stopped, performance of the contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the contract may be extended for period of time equal to the time that such default in performance is excused.

2.3 Additional Items

It is specifically understood and agreed that such items relative to food service operations that are not herein covered may be added to this proposal and resulting contract by the County without voiding in any manner the provisions of the existing contract. Such additional items shall be furnished to the County by the Contractor with such additional consideration as is necessary to make it legally enforceable.

2.4 Right of Inspection

The County shall have the right of inspection of all food service areas, storage and auxiliary service rooms and the operation of the Contractor with respect to the quality and quantity of food service and the method of service. All areas shall be maintained at a level satisfactory to the County. The County shall have the right to establish reasonable regulations from time to time with regard to such matters and the Contractor agrees to comply with such regulations.

2.5 Profit or Loss

Any profit or loss from the Contractor food service operation resulting from this contract shall remain with the Contractor.

2.6 Contract Signatory Authority

a. Responsibility

The individual signing the contract is the person in the Contractor's organization responsible for the decision as to the prices being offered herein.

b. Agent Authorization

The individual signing the contract is the person in the Contractor's organization responsible for the decision as to the prices being offered herein, and he/she has been authorized in writing to act as agent for the persons responsible for such decisions.

2.7 News Releases

News releases pertaining to this contract shall not be made without the prior written approval of the County.

2.8 Employment

The Contractor will not engage the services of any persons while such persons are employed by Brookings County.

2.9 Insurance

The Contractor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever and shall not penalize the County for any losses incurred related to the contract.

2.9.1 Coverages and Minimum Limits

Coverage

Minimum Limits

Worker's Compensation

Statutory

Employer's Liability Coverage (B)

\$1,000,000.00/ \$1,000,000.00/

\$1,000,000.00

Commercial General Liability (CGL)

General Aggregate \$2,000,000.00

Each Occurrence \$1,000,000.00

Automobile Liability (including hired/non-owned)

Combined Single Limit \$1,000,000.00

2.9.2 Insurance Requirements

- a. The Contractor is required to maintain the above insurances and keep said insurances in effect during the course of this contract.
- b. Prior to beginning work on January 1st, 2016, the Contractor shall provide the County a current certificate of insurance with the required coverages and limits of insurance issued by an insurance company licensed to do business in the State of South Dakota and signed by an authorized agent.
- c. Commercial General Liability included but is not limited to consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The Contractor shall bear the full and complete responsibility for all risk of loss of premises or damage to equipment or products resulting from any cause, including that of sub-contractors, and shall not penalize the County for any losses incurred related to the contract.
- d. These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to the Brookings County before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of three (3) years and shall be extended by the Contractor for each subsequent renewal period of the contract. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from the contract until specified coverage requirements are revised.
- e. In the event of non-renewal, cancellation or expiration of insurance, the Contractor shall provide the County evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the County's receipt of the sixty (60) day notice. In the event the Contractor fails to maintain and keep in force the insurance herein required, the County shall have the right to cancel and terminate the contract without notice.

2.10 Indemnification

The parties hereto agree to hold harmless and indemnify each other, their officers, agents and employees, from or against any and all actions, suits, damages, liability, or other proceedings which may arise solely as the result of the acts or omissions of one party, its officers, agents, or employees in the performance of service hereunder.

2.11 Regular Meetings on Performance

Recognizing that the successful performance of the contract is dependent on favorable response from the users, the Contractor shall meet regularly with authorized agents of the County to effect adjustments in operations and shall cooperate at all times to maintain maximum efficiency and good public relations with inmates and staff.

2.12 Permits/Licenses/Bonds

The Contractor shall be financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent municipal, county, state, and federal laws and regulations. The Contractor shall assume liability for all applicable taxes including, but not restricted to, sales tax and excise tax.

2.13 Contractor Furnished Items

The Contractor shall furnish all food supplies and commodities, supplies and other necessary equipment herein specified and all management and labor necessary for the efficient, sanitary and economically sound operation of the specified services included in this contract, and any subsequent extensions or amendments.

2.14 County Supplemental Food Service

The County may supplement food service in the contract with other means of dispensing food and beverage items by additional manual or vending food services as determined by the County.

2.15 Advertising

The County shall approve in writing all design, advertising, and/or lettering of textile, polystyrene or paper goods such as paper cups, plates, napkins, prepackaged condiments, menus and similar items, prior to purchase of items by the Contractor. The Contractor shall use recyclable packaging materials, cups, plates, and similar items when possible.

2.16 Personnel

The Contractor will ensure an adequate staff of employees shall be on duty for the efficient, prompt and sanitary service of food. An adequate staff of employees shall also be in place to guarantee the efficient and accurate handling of financial records.

2.16.1 The Contractor shall identify headquarters management staff by name who shall routinely review and inspect operation, fill staff vacancies, consult with the County on current and future food service programs, and act with full authority on the Contractor's behalf in any and all matters pertaining to the specifications of the contract.

2.16.2 Personnel Relations

Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

2.16.3 Staff Listing

The Contractor shall supply the County with a complete list of employees, supervisors, and management assigned to the delivery of food to the jail, at the start of the contract and as frequently thereafter as requested by the County. The list may be reviewed annually or at anytime during the year by the County. All employees of the Contractor shall be subject to the approval of the County to include law enforcement background checks. All employees of the Contractor must comply with the Brookings County Sheriff's Office Department written policy and procedures relating to facility security. The County will provide security training.

2.16.4 Vehicle

The Contractor shall supply vehicle(s) to transport food service items to the facility. The Contractor shall provide qualified staff to operate the vehicle(s). The Contractor shall be liable for damages or injuries caused by the negligent operation of said motor vehicle(s) by the employees or agents of the Contractor. Each supply vehicle will be allowed a parking space in the vehicle unloading area.

2.17 Equipment and Facility Maintenance, Replacement and Sanitation

2.17.1 Cleanliness and Sanitation

The Contractor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions of matters related to the execution of the terms of the contract including food handlers' appearance and performance in the preparation, service, transport, and storage of food and related items.

2.17.2 Waste Containers

The County shall provide waste containers in sufficient quantity to maintain sanitary standards for trash disposal. The County shall provide trash bag liners as needed. Waste containers shall be kept in a clean and satisfactory condition at all times and emptied by the County.

2.18 Statements, Audits, Payments, and Billings

2.18.1 Monthly Billings

The Contractor shall submit to the County, at least monthly, an invoice for meals served at the jail to inmates of the facility. A breakdown of types of meals served, number of meals served, special meals, and partial day meals must be included. Specific counts for each day must be included. In the event of a conflict between the Contractor's and the County's meal count the official Jail Log will take precedence.

2.18.2 Reporting Period

The Contractor's year-to-date reports shall correspond with the County's fiscal reporting period of January 1 through December 31. A month shall be a calendar month. A week shall run from Saturday through Friday.

2.18.3 Review of Yearly Operating Statements

Upon request of the County, the Contractor shall meet with the County and review each yearly operating statement, the food service operation, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in the contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.

2.18.4 Record Retention/Audits

The Contractor shall retain all financial records and statements pertaining to the contract for a period of one (1) year from the close of each year's operation. All records pertaining to the operations of manual food service shall be readily available and open for inspection and/or audit by the County. Unresolved audits require retention of records for as long as necessary for resolution of issue raised by the audit.

The County's representative or selected auditors may annually or more often if deemed necessary, examine all financial and operational phases of the Contractor's services. Periodic reviews, conducted jointly by representatives of the County and the Contractor, shall be made to ensure that the staffing pattern, menu pricing structure and other phases of the operation are conducted in the most efficient manner. The purpose of the review is to ensure that the County is provided with quality, convenient food service, under sanitary and healthful conditions, at the most reasonable prices possible.

2.18.5 Purchases and Expenses

The taxes or costs described below which are applicable are components of the financial consideration of the contract.

a. Payroll taxes for the Contractor's employees shall be paid by the

Contractor to the appropriate Federal, State and local authorities.

- b. Licenses and permits, such as health and food service permits, shall be paid by the Contractor to the appropriate County and local authorities.
- c. All purchases of non-food supplies for use in the performance of the contract are subject to the State sales and use tax and Contractor shall pay the tax to the supplier or to the proper government agency.

3.0 Standard Terms and Conditions

3.1 Deviations and Exceptions

Deviations and exceptions from terms, conditions, or specifications shall be described fully on the Contractor's letterhead, signed and attached to the request. In the absence of such statement, the contract shall be accepted as in strict compliance with all terms, conditions and specifications and the Contractor shall be held liable.

3.2 Applicable Law

This contract shall be governed under the laws of South Dakota. The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances and regulations that are in effect during the period of the contract and which in any manner affect the work or its conduct.

3.3 Contract Assignment

No right or duty in whole or in part of the Contractor under the contract may be assigned or delegated without the prior written consent of the County.

3.4 Recycled Materials

Brookings County has a commitment to encourage the purchase of recycled materials whenever technically or economically feasible or required by law. Contractor is encouraged to use recycled materials.

3.5 Commissary

Commissary operations are not part of this contract.

3.6 Contract Term

The effective date of this contract is January 1st, 2016 at 7:00 AM. The contract is for three (3) years beginning on the effective date.

3.7 Contract Modifications

Once the initial Contract has been approved, no modifications or amendments to the Contract shall be permitted or effective unless approved in writing and executed by both parties.

I, Martin E. Stanwick, Brookings County Sheriff and _____ do
hereby agree to this contract on the _____ day of _____, 2015 to be in effect for
the period of three (3) years.

Martin E. Stanwick, Brookings County Sheriff Contractor - _____

Brookings County Commissioner - Chairman