YAKIMA COUNTY REQUEST FOR PROPOSAL # C11701P
COVER SHEET
THIS IS NOT AN ORDER

RFP Release Date: January 17, 2017

**Proposal Receipt:** Vendors must first register with PublicPurchase.com and Proposal shall be completely uploaded into PublicPurchase.com no later than the date and time listed below. Register as early as possible and do not wait until the due date to upload your documents, as this may take some time. Late Proposals will not be accepted or evaluated. If you try to submit a Proposal late, the electronic system will not receive it. Proposal openings are public. Proposals shall be firm for acceptance for ninety (90) days from date of Proposal opening, unless otherwise noted.

**RFP’s ARE ONLY RECEIVED THROUGH PUBLICPURCHASE.COM**

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<thead>
<tr>
<th>Purchasing For:</th>
<th>Buyer in charge of this procurement (Contact for further information):</th>
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<tr>
<td>Yakima County Department of Corrections</td>
<td>Purchasing Manager</td>
</tr>
<tr>
<td>111 North Front St.</td>
<td></td>
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<tr>
<td>Yakima, WA 98901</td>
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Proposals Must be completely uploaded by:  
**February 23, 2017 at 2:00:00 PM PST**

**PROJECT DESCRIPTION SUMMARY**

**Food and Commissary Services for Yakima County Department of Corrections (YCDOC)**

Enter Prompt Payment Discount: _____ %net_____ days

**MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD AT 8:00 A.M. ON Tuesday, February 7, 2017**

**See section J for details**

☐ I hereby acknowledge receiving addenda ____ , ____ , ____ , ____ , ____ .

In signing this Proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

We will comply with all terms, conditions and specifications required by Yakima County in this Request for Proposal and all terms of our Proposal.

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<th>Company Name</th>
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<tr>
<th>Name of Authorized Company Representative (Type or Print)</th>
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DEFINITIONS

The following definitions of terms shall apply, unless otherwise indicated:

“Buyer” means the contact person listed on page 2 of this document.

“Contract” means written agreement between the “Owner” and the “Contractor” (or “Successful Proposer”) that covers the delivery of work to be performed subsequent to this RFP.

“Contract Manager” means the individual in the Yakima County Purchasing Division (Buyer) responsible for managing this RFP and subsequent contractual issues.

“Contractor” means a proposer that is awarded a Contract under this RFP and its employees or other personnel (including officers, agents and subcontractors) provided by the Contractor to perform work under this Contract.

“County” means Yakima County, Washington. Also referred to as “Owner”.

“Department” means the Yakima County Department of Corrections

“Executive” means the Yakima County Board of County Commissioners.
“Owner” also referred to as Yakima County.

“Project Manager” means the Director of Yakima County Department of Corrections, and/or his designee, responsible for administering day-to-day operational matters of the Contract.

“Proposal” means the complete response of a proposer submitted on the approved forms and setting forth the proposer’s prices for providing the services described in the RFP.

“Proposer” means any individual, company, corporation, or other entity that responds to this RFP.

“RFP” means Request for Proposal.

“SOW” means Statement of Work.

“Subcontractor” means any entity that enters into any agreement with the Contractor to fulfill the requirements and performance obligations of the Contract.
I. GENERAL INFORMATION

A. Introduction
The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for Food Services, Commissary Services, or both for Yakima County. Yakima County (referred to as “Owner” throughout this document), Yakima County Department of Corrections (referred to as YCDOC) and Yakima County Juvenile Justice Center (YCJJC), as represented by City Purchasing, intends to use the results of this solicitation to award contracts for such services.

B. Scope and Objectives
This RFP is organized into two Schedules. Schedule A is for Food Services and Schedule B is for Commissary Services. Proposers may bid on one or both Schedules. Proposers may submit alternate proposals if price is dependent upon being awarded both schedules. Yakima County reserves the right to award both Schedules to the same vendor, or split out schedules dependent upon what is in the best interest of the County. General Terms and Conditions are applicable to both Schedules.

Schedule A – Food Services:
The current contract for food service will expire on March 31, 2017; therefore Yakima County requests proposals from qualified, licensed contractors experienced in the delivery of inmate and juvenile food services in a correctional institution environment. Contractor shall furnish well-prepared and nutritionally adequate meals that will meet all requirements prescribed by Federal, State, or Local laws and regulations.

YCJJC shall require the contractor’s daily food service operation to comply with the YCJJC’s agreement with OSPI under the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), Special Milk Program (SMP), Seamless Summer Feeding Program (SP), and Fresh Fruit and Vegetable Program (FFVP); retain control of the quality, extent, and general nature of the food service operation; and establish all non-program meal and a la carte prices. The YCJJC does not direct the day-to-day operations of the contractor’s operation. Program meal prices will be established by the YCJJC. The YCJJC shall retain overall financial responsibility for the school nutrition program. Authorized representatives of the YCJC shall have access to all portions of the food service facilities at all times, and shall monitor the performance of the contractor under this contract through periodic on-site visits. [7 CFR 210.16(a)(2)(3)(4), 210.19(a)(1)]. See Sample Contract in Section IX for further requirements.

Objectives of RFP:
To result in a contract between the successful proposer and Yakima County that will meet the following objectives:

a) To deliver high quality food service that can be audited against established nutritional and health standards.
b) To operate the food service program using corrections-experienced and professionally trained personnel.

c) To operate the foodservice program in a cost-effective manner with full reporting to the YCDOC.

d) To implement a written foodservice plan with clear objectives, policies, procedures and annual evaluation of compliance.

e) To maintain an open collaborative relationship with the administration and staff of the YCDOC.

f) To maintain standards established by the YCDOC, as well as ACA, State and Federal Correctional Food Service standards.

g) To offer a comprehensive program for continuing staff and inmate training.

h) To operate the food service program in a humane manner with respect to the inmates' rights to basic health and nutritional standards.

i) To deliver high quality food service to YCDOC staff.

Schedule B – Commissary Services

The intent of this Request for Proposal (RFP) is to search for qualified vendors who are interested in providing inmate commissary services for all YCDOC facilities on a guaranteed commission basis with proceeds payable to the Inmate Welfare Fund (IWF)

Objectives of RFP:

a) This RFP contains, in general terms, the overall objectives of the YCDOC in obtaining the services of a Commissary Services Vendor. While an attempt is made to describe the general expectations of the county officials and the anticipated work to perform, the county officials and proposing vendors may need to define a more specific scope of work. If it becomes necessary to revise any part of this RFP, written amendments will be provided to all potential contractors.

b) Each vendor providing a proposal for consideration by county officials is responsible for obtaining information on the conditions and restrictions involved in meeting the obligations and providing the services as set forth in this RFP. The failure or omission of a vendor to obtain adequate information will in no way relieve the contractor of any obligation with respect to this RFP or to an associated contract.

C. Background and Current Operations

With a population of 248,830 Yakima County covers 4,296 square miles - second largest land area and seventh largest population area in Washington State. The Major Industry is agriculture - Yakima County ranks first in the United States in the number of all fruit trees. It produces more apples, mint, winter pears, and hops than any other county. Additional agricultural products include peaches, apricots, cherries, beef, and wheat, and award winning wines. Yakima County has surpassed Whatcom County as Washington's leading county for dairy production and cow numbers.
The Mission of the YCDOC is to actively contribute to the safety and wellness of the citizens of Yakima County by providing a safe, secure and humane correctional environment.

Geographically, Yakima County is located in south central Washington and is bordered by Benton, Kittitas, and Klickitat counties.

Currently the food is cooked in the Yakima County Correctional Center (YCCC). The food is shipped to the Yakima County Department of Corrections Main Facility (YCDOC) and Yakima County Juvenile Justice Center by truck. The food at YCDOC is then served onto trays, stacked on to push carts to be transported to the floors. They currently house on average around 800 inmates and also supply meals for the Comprehensive Healthcare restoration program currently housed in a unit at the YCCC.

D. Contracting Agency and Point of Contact
This RFP is issued by the City of Yakima/Yakima County Purchasing Division, which has served both the City and County Purchasing functions since 2009. The person responsible for managing this RFP process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this RFP until a Notice of Intent to Award the Contract is issued, all contacts with Owners employees, and other personnel performing official business for the Owner regarding this RFP shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this RFP is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Proposal and disqualification of the Proposer.

E. Public Records Access
It is the intention of the Owner to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Proposal openings are public unless otherwise specified. Records will not be available for public inspection prior to issuance of the Notice of Intent to Award or the award of the contract.

F. Proprietary Information:

1. Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Owner procurement regulations and the Washington State Public Disclosure Act (RCW 42.56 et seq.). Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer’s responsibility to defend the determination in the event of an appeal or litigation.

2. Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Owner.

3. PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION
Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the Owner to post all RFP responses online and available to the public after the contract is signed.
4. If the Proposer considers any submittal document to be protected from disclosure under the law, the Proposer shall clearly identify on the page(s) affected such words as “CONFIDENTIAL,” “PROPRIETARY” or BUSINESS SECRET.” The Proposer shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. Marking the entire submittal as “confidential” or “proprietary” is not acceptable and is grounds to reject such submittal. In addition, the required electronic copy shall have any perceived confidential materials segregated into a separate electronic file, as the main RFP response may be automatically released upon contract signing without notification.

5. If a request is made for disclosure of such identified documents or portions thereof, the Owner will determine whether the material is exempt from public disclosure. If, in the Owner opinion, the material is subject to disclosure, the Owner will notify Proposer of the request and impending release and allow the Proposer 10 days to take whatever action it deems necessary to protect its interests. All expense of such action shall be borne solely by the Proposer, including any damages, attorney’s fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify Owner against same. If the Proposer fails or neglects to take such action within said period, the Owner will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the Owner on account of actions taken pursuant to such procedure.

G. Clarifications and/or Revisions to Specification and Requirements
   1. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Proposer has an affirmative duty to immediately notify the Buyer of such concern and request modification or clarification of the RFP document.

   2. Any questions, exceptions, or additions concerning the subject matter of the RFP document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (5) days prior to the submittal due date.

   3. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be provided to all known Proposers in the form of an Addendum. All Addenda are posted on www.yakimawa.gov/services/purchasing and www.publicpurchase.com and/or sent directly to interested parties who have registered for updates to this RFP.

   4. If any requirements of the RFP are unacceptable to any prospective Proposer, they may choose not to submit a proposal.

H. Lobbying:
   All firms are hereby placed on formal notice that neither the members of the YCDOC, YCJJC, County Commissioners, nor any employees, staff members or consultants from Yakima County are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit proposals for this project are hereby placed on formal notice that they are not to contact the aforementioned for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of these specifically scheduled by Yakima County. Any such lobbying activities shall cause immediate disqualification for this project.

I. News Releases
   News releases pertaining to the RFP or to the acceptance, rejection, or evaluation of Proposals shall not be made without the prior written approval of the Buyer listed on page 2.
J. MANDATORY Proposer Conference and Site Visit
MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT: A mandatory pre-proposal conference will be held 8:00 a.m., February 7, 2017. The conference will be held at the Yakima County Corrections General Administration Building (GAB), which is located at 104 No. 1st Street, Yakima WA, 98901 (click for map). Parking is available on the West side of the building and on the street. Go into the basement of the building and the conference room is directly in front of you. All prospective Proposers are required to have at least one representative attend. Proposers not in attendance will not be eligible so submit a proposal. Vendors over 15 minutes late will not be given admittance into the pre-proposal conference. Questions concerning this RFP should be submitted in writing by close of business January 27, 2017 and emailed the Purchasing Manager at: Sue.Ownby@yakimawa.gov. Telephone inquiries will not be accepted. Proposers should clearly understand that the only official answer or position of Yakima County will be the one stated in writing.

February 7, 2017 Mandatory Pre-Proposal Conference/Site Visit Agenda:
8:00 a.m. to 9:00 a.m. Introduction, RFP package review, Q &A period
9:00 a.m. to 11:00 a.m. Facility and Site tours
11:00 a.m. to noon. Post tour Q&A
(schedule may change, depending upon time needed)

K. Examining Documents & Facilities
The Proposer is hereby advised that by attending the Mandatory Pre-Proposal Conference and Site Visit, and by submitting a Proposal, he/she is deemed to have studied and examined all facilities and all relevant documents and acknowledged all requirements contained herein before proposing.

L. Calendar of Events
Listed below are important dates and times by which actions related to this RFP may be completed, and should be used as a working guide for planning purposes. Yakima County reserves the right to adjust this timetable during the course of the RFP process.

<table>
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<tr>
<th>DATE</th>
<th>EVENT</th>
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<tbody>
<tr>
<td>January 17, 2017</td>
<td>Advertisement published and RFP available to download from <a href="http://www.publicpurchase.com">www.publicpurchase.com</a></td>
</tr>
<tr>
<td>January 27, 2017</td>
<td>Pre-Proposal Conference/Site Visit Questions Due</td>
</tr>
<tr>
<td>February 7, 2017</td>
<td>Pre-Proposal Conference/Site Visit</td>
</tr>
<tr>
<td>February 9, 2017</td>
<td>Post Conference questions due</td>
</tr>
<tr>
<td>February 15, 2017</td>
<td>Addenda</td>
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<tr>
<td>February 23, 2017</td>
<td>Proposals Due Date</td>
</tr>
<tr>
<td>As Required</td>
<td>Proposal Evaluation/Interviews</td>
</tr>
<tr>
<td>As Required</td>
<td>Contract Negotiation/Execution</td>
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<tr>
<td>April 1, 2017</td>
<td>Begin Commissary Services</td>
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<tr>
<td>April 1, 2017</td>
<td>DOC Food Services Transition</td>
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The schedule of events after the Proposal due date will be handled as expeditiously as possible, but there is not a set schedule. An Evaluation Committee will be formed to evaluate proposals and may choose to interview Proposers or make site visits. Every effort will be made to notify short-listed proposers of important post-opening dates.
M. Contract Term
See Section 2 of Contract.

N. Incurring Costs
The Owner is not liable for any cost incurred by a Proposer in the process of responding to this RFP including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

O. No Obligation to Contract
This RFP does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this RFP in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee to purchase any specific quantity or dollar amount. Proposals that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. “all-or-none”).

P. Retention of Rights
Yakima County reserves the right to reject any or all proposals, to waive any informality in the proposal and to accept the proposal that, in the opinion of Yakima County, is in the best interests of the YCDOC.

All proposals become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the proposer for the proposal to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

Q. Best Modern Practices:
All work, including design, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

R. Equal/Approved Equal:
These specifications are intended to be precise where a specific make, model or trade name is requested. Whenever a make, model or trade name is used, it shall be that or equal, or approved equal. Equal or approved equal means that the make, model or trade name will be given consideration if they fulfill the same performance requirements. The County reserves the right to make the decision on acceptability. Each proposer shall clearly identify make, model or trade name of equipment proposed in their proposal. Any equipment proposed as an equal to that herein specified must be substantiated with supporting data to justify such request for substitution.

S. More or Less:
Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in this specification. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the County be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

T. Delivery of Unapproved Substitutions
Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the County reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the Vendor at no cost to the County, regardless of the time elapsed between the date of delivery and discovery of the violation.
II. PREPARING AND SUBMITTING A PROPOSAL

A. General Instructions
The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any on-site visits or best and final offers (BAFOs) where requested. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a Proposal.

B. Organization and Format of Required Proposal Elements
Proposers responding to this RFP must comply with the following format requirements. The Owner reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

1. Proposal Package for Schedule A – Food Services:
   a) Proposals shall be submitted on forms provided with these specifications.
   b) Proposals should be concise, and materials including various plans, proposals, and qualifications required to be submitted with offer shall be indexed and shall contain the following:
      I. Transmittal Letter - This letter is to be a brief letter, addressed to Yakima County, which provides the following information:
         (1) Name and address of the vendor;
         (2) Name, title and telephone number of the contact person for the vendor;
         (3) A statement that the proposal is in response to this RFP; and
      II. Proposal Signature Sheet - Including the signature, typed name and title of the individual who is authorized to commit the vendor to the proposal; and
      III. Technical Proposal - This portion of the proposal must address each item listed below:
         (1) Introduction
         (2) Company Profile
            (a) Date organized to provide food service management in the provision of institutional meals.
            (b) Corporate background and depth of support, including description of parent company, if any.
            (c) Number of employees
            (d) Number of years doing business
         (3) Describe current contracts or business with other food service facilities.
            (a) Client
            (b) Date of original contract
            (c) type/size
         (4) Corporate and regional office organizational structure.
         (5) Staff Recruiting, Motivation and Training Plans.
            (a) Qualification or Resumes of Key Personnel
            (b) Table of Organization for On-Site Staff
         (6) Five (5) references of similar type contracts, with addresses and phone contacts; and
      IV. Operational Standards - All proposals must clearly define:
         (1) Quality and inventory control methods and standards.
Specified procedures for providing safe, sanitary, and secure food service management.

Procedures for dealing with food complaints.

Procedures for monthly billing and inventory of food and supplies.

Operational procedures for handling food service should kitchen facilities be rendered unusable through fire, etc.

V. Submittals -

1. Inmate menus and special diet and holiday meal plan.
2. Staff meals and menus. (2 week menu)
3. The Vendor is to propose what equipment and/or facility/ decor improvements it would make at its expense, if any, to the Staff Dining Room to improve the menu, service levels and atmosphere and overall participation.
4. Contingency Plans
5. Sanitation Plan
6. Quality Control Plan
7. Vendor may also propose a separate cost for delivering food in their own vehicles.

VI. Food Service Operation Plan -

1. Nutritional Analysis
2. Transition Plan
3. All Other Requested Material

VII. Qualifications of Proposer -

1. To be considered for award of this contract, the vendor must meet the following minimum qualifications:
2. The vendor must be organized for the purpose of providing institutional and/or volume food service, and must have demonstrated experience with proven effectiveness in administering food service operations.
3. The vendor must have qualified and trained staff that will be responsible for the preparation and/or supervision of the preparation of food service provided through this contract. Personnel must include a full-time experienced Registered Dietitian available for menu development.
4. The vendor must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services. The vendor must submit certified copy of a current financial report of the company. If the company is a subsidiary or division of a corporation, the relationship of the vendor must be clearly delineated in the proposal.

a) Support Services:
1. Contractor shall provide all support services necessary to assure compliance with the terms, conditions, and specifications of the agreement.
2. Such services shall include, but not be limited to dietitians, management consultants, and training personnel for contractor’s employees.
3. Contractors are encouraged to include support personnel resumes in its proposal.

b) Vendor Requested Changes to Sample Contract and Terms and Conditions
The Sample Contract, General and Special Terms and Conditions provided with this RFP represent the terms and conditions which the Owner expects to execute in a contract with the successful Proposer. Proposers must accept or submit point-by-point exceptions along with proposed alternative or additional language for each point. The Owner may or may not consider any of the Proposer’s suggested revisions. Any changes or amendment to any of the Contract Terms and Conditions will occur only if the change is in the best interest of the Owner. Proposers may not submit their own contract document as a substitute for these terms and conditions.

c) **Required Forms**
Include here the completed forms required in the RFP. Failure to complete and/or provide any required forms may result in disqualification of proposal.

d) **Cost Proposal Information**
Provide all cost information according to the instructions provided. Include all costs for furnishing the product(s) and/or service(s) included in this proposal. Identify all assumptions. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. Also include on a separate sheet under this tab a list of all Optional Services and the price for each service. If service is not provided please state so.

**C. Submitting a Proposal**

Proposals shall be completely uploaded into PublicPurchase.com no later than the date and time listed on Page 2 of this RFP. Late Proposals will not be accepted or evaluated. If you try to submit a Proposal Late, the electronic system will not receive it.

If City Hall is closed for business at the time scheduled for opening, for whatever reasons, vendor’s response will be accepted and opened on the next business day of the City, at the originally scheduled hour.

Proposers must submit their response electronically through PublicPurchase.com where they will be kept in an electronic lockbox until date and time of opening. To register as a Vendor with Public Purchase, go to [www.publicpurchase.com](http://www.publicpurchase.com) or the [CLICK HERE](http://www.publicpurchase.com) for instructions. Registering with Public Purchase is a two-step process. It is recommended that you create a profile now and upload your documents any time before the due date, in case there are any problems. Public Purchase’s “CHAT” module is recommended if you have problems. The County is not responsible for late bids due to operator error, electronic malfunction, system errors or interruptions affecting the Public Purchase site and the processing of any bids. The Purchasing Manager reserves the right to make exceptions for extenuating circumstances.

Any sections deemed by proposer to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) shall be separated from the main document and uploaded to Public Purchase in a separate file marked “confidential”. All other sections of the response shall be made available to the public immediately after contract signing. All materials required for acceptance of the Proposal by the deadline must be uploaded to Public Purchase.

**D. Multiple Proposals**

Multiple Proposals from a Proposer will be permissible; however, each Proposal must conform fully to the requirements for proposal submission. Each such Proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on the first page of their response.
E. **Withdrawal of Proposals**

Proposers may withdraw or supplement a proposal at any time up to the proposal closing date and time. If a previously submitted proposal is withdrawn before the proposal due date and time, the Proposer may submit another proposal at any time up to the proposal closing date and time. After proposal closing date and time, all submitted Proposals shall be irrevocable until contract award.

### III. EVALUATION AND CONTRACT AWARD

A. **Preliminary Evaluation**

All Proposals shall be evaluated against the same standards. The Proposals will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements. Failure to meet mandatory requirements will result in proposal rejection as non-responsive. In the event that NO Proposer meets specified requirement(s), the Owner reserves the right to continue the evaluation of the proposals and to select the proposal most closely meeting the requirements specified in this RFP, or not select any proposals. Each schedule will be analyzed and scored separately.

B. **Proposer Presentations**

Based on evaluation of the written proposals by the Evaluation Team on the stated criteria, an estimate of two to four top scoring proposals may be short-listed. Short-listed Proposers may be required to participate in interviews and/or site visits to support and clarify their Proposals if requested by the Evaluation Team. The Evaluation Team will make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposer’s Proposal.

C. **Evaluation Criteria**

The proposals will be scored using the following criteria:

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Demonstrated experience and expertise in large-scale food services preparation. Experience shall include current services of similar size and volume, as well as experience of staff, local management, dietitian, transition team, and local and regional support network.</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Financial stability and condition.</td>
<td>20</td>
</tr>
<tr>
<td>3</td>
<td>Development of an operating plan for food service that best meets the stated objectives and needs of Yakima County. Includes Quality Assurance plan and proposed staffing and personnel plan.</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Services and menu quality offered for price proposed. Includes nutritional quality, menu acceptability and stated menu standards.</td>
<td>20</td>
</tr>
<tr>
<td>5</td>
<td>The price per meal proposed</td>
<td>20</td>
</tr>
</tbody>
</table>
D. Method of Award

1. The cost proposal section shall receive a weighted score, based upon the ratio of the lowest proposal to the highest proposal. The lowest cost Proposal will receive the maximum number of points available for the cost category and other proposals will be scored accordingly.

2. Results of reference checks will be used to clarify and substantiate information in the written proposals. The reference results shall then be considered when scoring the responses to the general and technical requirements in the RFP.

3. The points stated above are the maximum amount awarded for each category. The evaluation process is designed to recommend award of this procurement to the proposal that best meets the needs of the Owner, not necessarily the lowest cost Proposal.

4. The award will be made to the vendor whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal; the price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal, unless the County requests an additional financial proposal via a best and final offer. This does not imply a best and final offer opportunity will be available to the bidders.

E. Prompt Payment

Bidders are encouraged to offer a discount for prompt payment of invoice. Please indicate your discount proposal on page 2 of this document. If awarded by the County, period of entitlement begins only after:

1. Receipt of a properly completed invoice
2. Receipt of all supplies, equipment or services ordered
3. Satisfactory completion of all contractual requirements

F. Tax Revenues

RCW 39.34.040 allows the County to consider the tax revenue that is generated by a purchase of supplies, materials, and equipment, including those from a local sales tax or from a gross receipts business and occupation tax, it determining which bid in the lowest bid, after the tax revenue has been considered.

G. Proposal Scoring

An estimated two to four top scoring Proposals may be short-listed based on an evaluation of the written Proposal by the Evaluation Team on the stated criteria. A proposer may not contact any member of an Evaluation Team except at the Evaluation Team’s direction.

Should the Evaluation Team request any oral presentations or demonstrations from one or more of the short-listed proposers, the Evaluation Team will review the initial scoring and make adjustments based on the information obtained in the oral presentation or demonstration and site visits and to determine final scoring.

H. Award / Best and Final Offers

The Purchasing Manager will compile the final scores for all sections of each responsive proposal. The award will be granted in one of two ways. The Evaluation Team’s Recommendation of Award may be granted to the highest scoring responsive Proposal and responsible Proposer. Alternatively, Proposers with the highest scoring proposer or proposers may be requested to submit Best and Final Offers. If Best and Final Offers are requested
by the Evaluation Team and submitted by the Proposer, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The Intent to Negotiate then will be granted to the highest scoring Proposer. However, a Proposer should not expect that the Owner will request a Best and Final Offer. In case of a tied score, recommendation of award will go to the firm who was favored by the majority of the Evaluation Team members, according to their score. The Evaluation Team shall then offer an “Intent to Negotiate and/or Intent to Award” the final contract with the successful Proposer and the decision to accept the award and approve the resulting contract shall be final.

I. Offer in Effect for Ninety (90) Days
A Proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the deadline for proposal submission as defined in the Calendar of Events, or receipt of best and final offer, if required, and Proposer so agrees in submitting the proposal.

J. Notification of Intent to Negotiate/Intent to Award
Proposers will be notified in writing of the Owner's Intent to Negotiate and/or Intent to Award the contract resulting from this RFP.

K. Right to Reject Proposals and Negotiate Contract Terms
The Owner reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If substantial progress is not made in contract negotiations with the highest scoring Proposer, the Owner may choose to cancel the first Intent to Negotiate and commence negotiations with the next highest scoring Proposer.

L. Protest Procedure
Protest Receipt
Any protest must be made in writing, signed by the protestor, and state that the Vendor is submitting a formal protest. The protest shall be filed with the Yakima County’s Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the RFP shall be filed at least five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed no less than five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Vendor:

Step I. Purchasing Manager and Project Manager of solicitation try resolving matter with protester. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written decision, the protest may be appealed to the YCDOC Director by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of appeal, the protest may be appealed to the Executive. The Executive shall make a final determination in writing to the Protester.

Award Announcement
Purchasing shall announce the successful Proposer via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Intent to Negotiate is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing.

Award Regardless of Protest
When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the Owner determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the Owner.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The Owner retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

IV. GENERAL PROPOSAL REQUIREMENTS – Schedule A – FOOD SERVICES

A. Transition on Commencement of Contract
   1. The Contractor shall assume full operations on or about April 1, 2017. Prospective contractors should include a preliminary transition plan in its proposal.
   2. Contractor shall coordinate and cooperate with YCDOC and the current Contractor’s existing employees to assure a smooth and orderly transition with uninterrupted food services.
   3. Upon award of contract, the Contractor shall name a Transition Manager who shall have responsibility for transition activities.
   4. Within thirty (30) days of award of contract, the Contractor shall submit a final Transition Plan to the Director or Designee for approval. The final plan shall include, but not be limited to details for conducting inventories of on-site YCDOC owned equipment, hiring and staffing and menu plans, and coordination activity with current operations. The Director or Designee may request any additional information he/she determines is necessary to assure smooth operation of the facility.
   5. Prior to beginning meal preparation a physical inventory of capital and small wares equipment is to be taken jointly by the Contractor and Director or Designee’s representatives. The existing equipment is to be jointly inventoried prior to the Contractor beginning meal service. The food service equipment in any YCDOC facility may not be transferred from one location to another, without prior written approval signed by the Director or Designee after the initial inventory, and, at any time during the contract.

B. Transition and Continuity of Service on Expiration of Contract
   1. Continuity of service is critical to the YCDOC. The successful Contractor must agree to this philosophy and upon expiration of their contract agree to:
      a) Exercise best efforts and cooperation for an orderly and efficient transition of the food service to a new contractor or to the YCDOC.
      b) Negotiate a plan in good faith, with the successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for work described in the plan and shall be subject to the Director or Designee’s approval.
c) The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for in the contract are maintained at the required level of proficiency.

d) The Contractor will own all food items, beverage items, chemicals and food inventories used for this contract. The Contractor may negotiate with the successor any terms and conditions for sale or transfer of ownership, of any or all inventories.

C. Inventory Transition
1. The YCDOC will require the successful contractor to purchase all useable and wholesome food products now used in the operation of the YCDOC Food Service.

2. The current Contractor shall inventory all products 24 to 48 hours prior to beginning service and the successful contractor shall pay the current Contractor on a per unit basis for items at the cost to the current Contractor; unless, the successful contractor can provide evidence that it can purchase any or all items for a lower cost than that which was paid by the current Contractor.

3. In the event, any item owned by the current Contractor is damaged, spoiled or whenever product(s) do not meet the specifications document; then contractor shall not be required to purchase those items.

D. Scope of Work
1. Food service management includes, but is not limited to:

   a) The furnishing of all labor, food, beverages, materials, supplies and small-wares (to include trays, dishes, pans, washing chemicals, cups, eating cooking and portioning and service utensils, paper and Styrofoam products, hats, aprons, plastic wrap, bags and sanitation equipment) necessary to provide food services for the inmates and staff at all Department of Corrections Facilities, Comprehensive Healthcare Restoration Program and the YCJJC.

   b) Inmate food services will consist of three (3) meals per day, seven (7) days per week, and three hundred sixty-five (365) days per year for inmates, with three hundred sixty-six (366) days during leap years.

   c) The Contractor shall manage a civilian and inmate kitchen staff.

2. Delivery:

   a) Contractor is responsible for delivering meals on insulated thermal trays on carts to inmates housed in the Main Jail, Annex and Correctional Center.

   b) The contractor shall be responsible the delivery and serving of meals and snacks at the YCJJC.

   c) All meals are prepared at the Yakima County Correctional Center. The Contractor shall be responsible for delivery of meals and/or snacks in a timely and hygienic manner in a vehicle provided by the Contractor. Contractor may also submit an alternate proposal if Correctional Center vehicles are used.

3. Additional Services:

   a) Any other facility that may open during the term of this contract will require food services from the successful vendor. Costs for any additional facility will be negotiated at the time services are needed.
E. Meal Hours

1. Main Jail and Annex:
   - Breakfast: 5:00 a.m. to 6:30 a.m.
   - Lunch: 11:15 a.m. to 12:30 p.m.
   - Dinner: 5:15 p.m. to 6:30 p.m.

2. Correctional Center
   - Breakfast: 5:30 a.m. to 6:30 a.m.
   - Lunch: 11:15 a.m. to 12:30 p.m.
   - Dinner: 5:15 p.m. to 6:30 p.m.

3. YCJJC:
   - Breakfast: 7:00 a.m. to 7:45 a.m.
   - Lunch: 12:00 a.m. to 1:00 p.m.
   - Dinner: 4:30 p.m. to 5:30 p.m.
   - Snack: 2:30 p.m. to 3:00 p.m.

F. Delivery at Designated Areas

1. Main Jail and Annex:
   - a) The Main Jail’s kitchen shall be utilized to dispense bulk food delivered by the Contractor from the Yakima County Correctional Center.
   - b) Meal trays in quantities ordered by the respective Facilities shall be placed on carts for delivery to Correctional Officers at designated areas within the facility.
   - c) The Correctional Officers will verify meal counts, and supervise inmates who will distribute trays to inmates in a timely and sanitary manner in living areas.
   - d) Upon completion of meals, Correctional Officers will supervise the timely return of all trays and carts to the Kitchen for transport back to the Corrections Center.
   - e) The Contractor will be responsible for sanitizing the food service equipment for re-entry into the food delivery cycle.

2. Yakima County Correction Center:
   - a) The primary kitchen for all YCDOC facilities is located at the Yakima County Corrections Center. This kitchen shall be utilized for all food preparation for the adult population.
   - b) Meal trays in quantities ordered by the staff shall be placed on carts for delivery to Correctional Officers at designated areas within the facility.
   - c) The Correctional Officers will verify meal counts, and supervise inmates who will distribute trays to inmates in a timely and sanitary manner in living areas.
   - d) Upon completion of meals, Correctional Officers will supervise the timely return of all trays and carts to the Kitchen for cleaning.
   - e) The Contractor will be responsible for sanitizing the food service equipment for re-entry into the food delivery cycle.

3. Juvenile Justice Center (YCJJC):
   - a) The Contractor will verify meal counts, and will distribute trays to juveniles in a timely and sanitary manner in living areas.
b) Upon completion of meals, the Contractor will supervise the timely return of all trays and carts to the Kitchen.

c) The Contractor will be responsible for sanitizing the food service equipment for re-entry into the food delivery cycle.

d) Contractor staff delivering and serving juvenile meals shall be required to undergo and pass appropriate criminal background checks, and provide a current Washington State drivers record.

4. **Comprehensive Healthcare Restoration program** is currently operating in the Yakima County Correctional Center (YCCC). Food services are provided to this program through Yakima County Department of Corrections (YCDC). The Restoration program is served the Juvenile menu plan to include a snack in the evening. The Restoration program is provided an average of 60 meals per day which includes Breakfast, Lunch and Dinner. On average 20 evening snacks are provided per day.

G. **Facility Locations and Size**

1. **Main Jail and Annex** - (854 beds) located at 111 North Front Street, Yakima WA.

2. **Correctional Center (YCCC)** - located at 1500 Pacific Ave, Yakima WA. 60 “Juvenile” meals per day which includes Breakfast, Lunch and Dinner. On average 20 evening snacks are provided per day.

3. **Juvenile Justice Center**, (57 beds) located at 1711 Englewood Avenue, Yakima WA.

H. **Food Service Requirements**

1. The Contractor shall serve from a twenty-eight (28) day cycle menu, at proper temperature, nutritious, wholesome, and palatable meals and special diets to the inmates, staff and designated visitors to any of the YCDC Facilities or Juvenile Justice Center in accordance with the terms of the agreement.

2. Contractor will provide meals and food service three (3) times per day, seven (7) days per week, at an estimated quantity of 1,200,000 meals per year (this estimate will vary based on the inmate population). YCDC does not and will not guarantee the number of meals required annually.

3. The Contractor shall furnish all labor, food, beverages, materials, gloves, hairnets and chemicals necessary to provide food service for the inmates and staff at all Yakima County Department of Correction Jail Facilities and the Yakima Valley Juvenile Justice Center.

4. The Contractor agrees to provide additional menu items for Inmate Workers. These items will be included in the total proposal price.

I. **Industry Standards**

1. Food Service and Meals shall meet or exceed all present local, county, state, and federal laws and standards, for food service in correctional facilities. Standards include, but are not limited to:

   a) American Correctional Association (ACA) standards for food service in Adult and Juvenile Correctional Institutions. Contractor shall maintain ACA accreditation. More information can be found at: [http://www.aca.org/standards/healthcare/Standards.asp](http://www.aca.org/standards/healthcare/Standards.asp).

   b) Dietary allowances outlined by the National Academy of Sciences Institute of Medicine, Food & Nutrition Board at: [http://fnic.nal.usda.gov](http://fnic.nal.usda.gov)

   c) Standards for medical diets as designated by the National Commission on Correctional Healthcare (NCCHC) at:
d) No more than thirteen (13) hours shall pass between the evening meal and breakfast served.

e) Juvenile (YCJJC) shall require the contractor’s daily food service operation to comply with the YCJJC’s agreement with OSPI under the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), Special Milk Program (SMP), Seamless Summer Feeding Program (SP), and Fresh Fruit and Vegetable Program (FFVP); retain control of the quality, extent, and general nature of the food service operation; and establish all non-program meal and a la carte prices. The YCJJC does not direct the day-to-day operations of the contractor’s operation. Program meal prices will be established by the YCJJC. The YCJJC shall retain overall financial responsibility for the school nutrition program. Authorized representatives of the YCJJC shall have access to all portions of the food service facilities at all times, and shall monitor the performance of the contractor under this contract through periodic on-site visits. [7 CFR 210.16(a)(2)(3)(4), 210.19(a)(1)]. See Sample Contract in Section IX for further requirements.

J. Caloric Requirements

1. Meals served must meet the standard 2,800 calories per day per ADULT inmate appropriately distributed between three (3) meals per day.

2. JUVENILE inmates will receive 3,200 calories per day distributed between three (3) meals per day including 8 ounces of milk with each meal, as well as a separate snack, to be served after the dinner meal.

3. Should these minimum standards change during the term of this contract, the Provider shall adjust meals accordingly at no increase in the contract unit price per meal charged to the County.

K. Menu Review and Authorization

1. A registered dietician directly employed by the provider must review all menus on a semi-annual basis. The registered dietician must provide an annual statement of nutritional menu adequacy, based on the products and recipes used by the provider. Dietician must provide certification applicable to the State of Washington.

2. A nutritional analysis of each menu based on the standard recipes used by provider must be provided by the provider.

3. Contractor warrants that all meals provided will be nutritious and served in a manner that makes them wholesome and palatable.

4. Proposed monthly menus by the Contractor shall be reviewed and approved by authorized YCDOC personnel in advance of implementation. Detailed standard recipes for menu items served in portions are required.

5. The Contractor shall base its Proposal and serve the menus based upon the menus written and submitted with its proposal.

6. Contractor’s are required to include in their proposal a twenty-eight (28) day cycle menu, which shall be used for not less than the first six months of operation. The nutritional values, variety, quality, and appearance of meals shall be consistent with the Recommended Dietary Allowances and the American Correctional Association Standards. Proposals shall be prepared based on the menus submitted with the contractor’s proposal. (A current YCDOC sample menu is included in the attachment section of the Request for Proposal for reference only).
a) A signed nutritional statement by a registered dietitian must accompany each proposed menu. The nutritional statement must indicate that the menu meets all requirements of the Yakima County Jail Standards, ACA, and the YCDOC Contract. The “Contractor” shall submit nutritional analyses for each menu with its Proposal.

L. Breakfast and Lunch Menus
1. Breakfast Menus will consist of a minimum of three (3) meat days. Any and all menu substitutions must be approved in advance, in writing, by the Director or Designee.
2. All written menu portion sizes shall be identified as cooked weight or raw. Any change in portion size or additional items or substitutions, shall meet American Correctional Association Certification Standards for Food Service Programs and be subject to the approval of the Director or Designee.
3. Menus shall be available for a minimum of four (4) weeks in advance and kept on file a minimum of three (3) years, with records of meal actually served.
4. Lunch Menus may be all hot meals, all cold meals or a combination of both.

M. Sack Meals
1. Sack (cold) meals may be required for inmates being transported to another facility and may also be temporarily required for a portion of general population.
2. The YCDOC sends inmates and officers off-site for various projects requiring them to eat their lunch (meal) away from the facility. The Contractor will provide food and beverage items for these "Sack Lunches" in accordance with the following: (subject to change)
   a) These lunches will include additional portions and beverage items such as double meat portions and Gatorade, during the hot summer weather.

N. Additional Menu Requirements
1. No pork, pork derivatives, gelatins with pork derivatives, seafood or peanut products will be served to the inmate population.
   a) The YCDOC may require manufacturer's statement of ingredients for items used by Contractor.
2. A minimum of one (1) hot meal will be served daily, seven days per week. Fresh vegetables are required at least three (3) times per week.
3. One (1) eight ounce (8 oz.) portion of fresh whole milk (minimum 1% milk fat) will be served daily either served as a beverage and/or the remaining portion in food preparation.
4. Only United States Department of Agriculture (USDA) grade acceptable meats, poultry, and vegetables shall be used. Foods shall be wholesome and free from spoilage.
5. All beverage products served with meals and snacks shall be FDA-approved and must be served prior to the stated date of expiration, whether marked on the container or not.
6. All food products used for distribution to inmates shall be domestic products (grown or produced within the United States).
7. Food containers that are damaged, including cans that are dented, are not acceptable.
8. Entrée portions are cooked weight.
9. Potato chips served are weight portions.
10. Other food items are volume portions or counts as indicated.
11. Required cooked meat and/or cheese weights in combination recipes are listed in parenthesis.

12. Cakes, biscuits, and pizza slices are to be indicated as cuts from standard sheet pans.

13. A daily beverage provided with one of the three-(3) meals served daily must be fortified with the RDA for vitamin C.

14. Food products, including meat items, must meet general inmate acceptance standards of the American Correctional Association (ACA).

15. Ground beef and ground beef patties shall be provided with a minimum lean to fat ratio of 75/25. Ground beef shall not contain any: gland meat, bull meat, stag meat, nor head meat. Only USDA inspected meat is acceptable. During grinding, meat should remain below 40°, but not less than 30°. Meat should be double ground. Soy or other extenders are acceptable up to 6%.

O. **Contingency Planning**
   1. Each contractor shall provide in its Proposal, a Contingency Plan for providing service in the event of lockdowns, strikes by Contractor’s employees, riots, fire, power failure or other catastrophic events that may curtail or impact on the normal operation of the Facilities.

   2. Contingency Plans shall include the Contractor’s plans for providing uninterrupted food services including, but not limited to:
      a) Designation of off-site locations for food preparation where necessary
      b) Alternative staffing plans;
      c) And any other proposals to demonstrate Contractor's capability of responding to catastrophic occurrences.

   3. The plan included in the Proposal will be finalized by the Contractor within thirty (30) days after the commencement of the Agreement and submitted to the Director or Designee for approval.

   4. The Contractor will be required to have on site, not less than five (5) days of three (3) complete meals, in case of emergency.

   5. The Contractor may, in furtherance of its obligations under the Agreement, utilize preparation and storage facilities located other than at the Facilities only on an emergency basis and with the prior approval of the Director or Designee, consistent with Contingency Plans. Meals are to be prepared on site except during emergencies.

P. **Surplus Food Items**
The successful contractor agrees to assist the Department of Corrections in securing surplus food items when minimum quality standards are satisfied and when costs of a given surplus item are less than that available to the contractor. If surplus food is used, the contractor agrees, to fully utilize all appropriate surplus food commodities obtained by the Department of Corrections from the US Department of Agriculture.

Q. **Same Meals**
Same meals, except upon the approval of the Director or designee, the Contractor will be required to serve the same meals, i.e. the same food items and beverage items to all inmates at any meal, with the exception of special medical, or religious diets.
R. **Sample Tray Retention**  
A sample tray with items that are prepared, mixed, cooked or baked, is to be retained at each kitchen where the food cooking is performed, in a frozen state for 72 hours. For large casserole dishes, a minimum of 2 oz. of the casserole will be sufficient. Each tray is to be covered with plastic film or aluminum foil. All trays are to be labeled with the date, menu cycle and meal number and the tray preparers’ initials.

S. **Restricted Medical and Religious Diets**  
1. Contractor shall be required to provide all restricted medical and religious diets consistent with the general population cycle menu, to include:
   a) Medical diets approved by the County’s authorized inmate medical health services provider.
   b) The Contractor shall serve all restricted diets ordered in compliance with Department policies.
   c) Within an hour of Sleep/Bedtime snack shall be supplied for all insulin dependent diabetics as delineated in medical diet standards for diabetics. (The diabetic snack or sack supplement provided on Saturday and Sunday is not to be considered a meal and shall not be charged as such).
   d) Special dietary snacks for pregnant females, adolescents, and any other medical specialty requirement will be prepared as required by Contractor upon the request of authorized YCDOC personnel. These snacks shall be provided at no additional cost to the County.
   e) With a written order from the County’s authorized inmate medical services provider (including County’s authorized inmates dental provider), the Contractor shall supply regular restricted, medical diets as specified in accordance with medical Restricted Diet Guidelines.
   f) Religious diets commensurate with religious requirements at the direction of authorized YCDOC personnel.
      (1) All religious meals shall be ordered and served in compliance with County’s policies and menus.
   2. The Food Service Liaison shall provide the Restricted and Religious Diet Roster to be utilized by the Contractor.

T. **Records**  
Records of all special medical, religious diets served, substitutions and diet orders, shall be retained at the site office pursuant to the retention requirements established by the State of Washington.

U. **Special Functions/Holidays**  
The Contractor shall prepare at a minimum of eight (8) nationally recognized holiday meals shall be provided annually at contract rates.  
These holidays include:
1. Easter
2. Memorial Day
3. July 4th
4. Labor Day
5. Thanksgiving
6. Christmas
7. Discretion of authorized YCDOC personnel with one-month advance notice to Contractor
V. **Staff Dining**
1. The Contractor agrees to provide additional high quality menu items for staff. These items will be included in the total meal price.
2. The Vendor may not use any inmate workers to assist with the preparation or service of food in the staff dining room.
3. The vendor will have responsibility for the cleaning and sanitation of the staff dining room in all facilities.
4. The Vendor shall submit a representative two-week staff menu with portions.
5. The Vendor is to propose what equipment and/or facility/decor improvements it would make at its expense, if any, to the Staff Dining Room to improve the menu, service levels and atmosphere and overall participation.

W. **Inmate Workers and Indemnification**
1. YCDOC will make available without cost to the Contractor, a pool of inmates per shift (three (3) shifts per day) at the Yakima County Correctional Center and a pool of inmates per shift (two (2) shifts per day) at the Main Jail. Contractor may elect to assign any or all such inmates to food service operations.
2. Inmate workers will be available to assist in the food preparation for inmates. The Contractor should state, in its proposal, the number of kitchen inmates required for its operation of this Agreement.
3. The Contractor shall be fully responsible for the training and supervision of all assigned inmates.
4. The Department of Corrections will require the Contractor to use YCDOC's administrative procedures for the discipline of or removal of inmates from any kitchen.
5. Inmate workers will not be permitted to ride in any Contractor's Vehicle at any time.
6. Kitchen inmates are to receive one and one half portions of the standard meat as well as any additional food portions as determined by the Contractor.
7. Inmates are not to be paid by Contractor nor become employees of the Contractor.

X. **Contractor’s Employees**
1. The YCDOC is specifically interested and concerned about the quality and ability of Contractors employees, including the Food Service Director, Assistant Director, Chefs, Cooks, etc. The management and control of inmates, quality, portions, and timelines are generally related to the performance of the on-site staff.
2. The Contractor should address in its proposal, how employees will be recruited, hired, trained, supervised, and motivated to meet the needs of the Department. (YCDOC is not interested in a voluminous response to this issue, but rather specifically - what, when, and how these functions will be accomplished.)
3. There will be no YCDOC Jail employees assigned to the kitchen.
4. On-site employees of the food service provider must be trained by the contractor to supervise these inmates.
5. The Director or his designee must approve all on-site employees. The Director or his designee may also require that an employee be moved from his facility without stating cause. The Director or
Designee shall be responsible for security and shall be entitled to remove any or all inmate(s) at any time from kitchen or food service assignment, if in his/her discretion the inmate(s) presence poses or creates a security risk.

6. The Contractor should include within its proposal, a list of positions and the corresponding range of wages per hour to be paid. YCDOC will require the Contractor to pay the minimum wage stated in the range for each position. The Contractor should allow at least seven days for YCDOC to process new employees for security clearances prior to the employment of any new person.

Y. Food Services Staffing:
1. The Contractor shall provide a Food Service Director and not less than two full-time supervisor(s) or three full-time supervisor(s), to be in attendance whenever the Correction Center’s kitchen is in operation to assure quality performance. Delivery personal shall be considered as one of these staffing levels.

2. The Contractor shall provide not less than two full-time supervisor(s), to be in attendance whenever the Main Jail kitchen is in operation to assure quality performance.

3. YCDOC retains the right to approve or reject the Food Service Director and any Assistant Food Service Manager assigned to any YCDOC Facility.
   a) The Contractor shall not remove or reassign the Food Service Director from any Facility for a minimum period of one (1) year, without the advance written approval of the Director of Correction or Designee or unless requested by the Director or Designee.

4. The Contractor and its employees will follow all YCDOC regulations, rules, and standards.

5. All Contractor employees shall be required to attend and successfully complete an orientation prior to beginning work. All Contractor employees training by the Contractor must be documented and meet current published ACA guidelines. Training must include Prison Rape Elimination Act (PREA). A Training Plan shall be submitted as part of the Proposal, demonstrating how Contractor would comply with the requirements of this section. The final plan to be used for employee training must be approved by the Director or Designee.

6. The Contractor shall advise the YCDOC of any Contractor’s employees charged with any crime during the life of the contract. The Director of Correction or Designee shall have sole discretion in refusing to allow an employee of the contractor on the jail premises.

7. The contractor shall indemnify and hold harmless, YCDOC, its officials, officers, employees and agents from and against all liability for loss, costs, damages, injuries and claims which may result from the Contractor's use of inmates in the food service operation at the Facilities when such liability is attributable to any act of negligence or omission by Contractor, its officers, employees, agents, consultants, sub-contractors, contractors, owners, or shareholders. The indemnities herein provided for are in addition to all other indemnities.

Z. Quality Assurance and Control Plan:
The Contractor shall establish and maintain a quality control plan to assure that the requirements of the Agreement are met. The plan shall be submitted as part of the Proposal. An updated copy must be submitted to the Director or Designee within six (6) weeks after the start of service and as changes occur. The original plan and any future amendments shall include, but not be limited to the following:
   a) An inspections system covering all the services required by these specifications.
b) The methods of identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

c) A file of all inspections conducted by the Contractor or an inspection agency and, where necessary, the corrective action taken.

d) Random temperature checks of food on the tray assembly or serving line are to be taken not less than every 10 minutes, while meals are being assembled on to the trays.

   (1) This documentation shall be available as requested by the Director or Designee during the term of this Agreement.

AA. Security:

1. In consideration of the security responsibility of YCDOC, YCDOC reserves the right to observe Contractor’s operations and inspect the kitchen-related areas. Moreover, Contractor agrees to abide by any and all YCDOC rules and regulations, procedures and General Orders, as well as any directives by the Director or Designee regarding Contractor’s performance under these contract documents.

2. All employees shall be thoroughly screened by YCDOC before commencing work in the facility, due to their contact with inmate, and other matters relating to security in any YCDOC facility. YCDOC shall have the sole right, at any time, to reject any such employee whom, in the Director or Designee’s judgment poses a risk or potential risk to the security or operations of any YCDOC facility. The Director or Designee reserves the right to require all of the Contractor’s employees, to submit to photographing, and fingerprinting, at the YCDOC sole expense.

3. YCDOC shall issue photo identification cards and require same to be worn by the Contractor's employees whenever they are present in any YCDOC facility. Persons not previously screened for admittance shall not be admitted to any YCDOC facility without proper notification to the Contractor and authorization from the Director or Designee.

4. Any unusual occurrences shall be reported immediately by the Contractor's supervisors to the Director or Designee. It shall be the responsibility of the Contractor to secure its assigned areas and lock all doors before exiting the facility, unless notified in writing by the Director or Designee to do otherwise. The Contractor shall review the YCDOC "contraband" policies with employees to familiarize them with prohibited items.

5. **Key Control:** The YCDOC shall have control of all perimeter keys, locks, and security. The Contractor shall have keys/access cards and access to those areas where food and supplies are stored and processed.

   a) It is YCDOC’s intent for the Contractor to have control of and access to the Kitchen, except for matters related to security, fire protection, and building repair; in these specific instances, YCDOC shall have absolute control and shall maintain a master set of all keys/access cards.

6. **Uniforms and Laundry:** Each contractor shall submit a detailed description of the uniforms proposed to be worn by on-site paid civilian personnel. Employee uniforms shall not be similar in color, to that of inmate uniforms. All uniform costs for employees shall be borne by the Contractor. YCDOC reserves the right to approve or reject the color of uniforms proposed for personnel.

   a) The Contractor shall furnish kitchen towels, aprons, tablecloths, and cloth napkins and other linen items for special functions as may be required, and will launder or have these items laundered at its expense. New employees are required to wear smocks until fitted with uniforms. All Contractor employees are required to wear an approved uniform when in the Facilities. Contractor's management staff will be permitted to wear business attire.
b) The Contractor will provide proper hair and beard nets, plastic gloves, and aprons for the inmates serving working in the kitchens and serving the inmates at all YCDOC facility.

BB. Maintenance of Facilities and Equipment:
1. YCDOC will furnish repairs to the Facility’s structure, including roof, ceilings, walls, floors, docks exterior surfaces, plumbing and sewers behind floors or walls, elevators and general fire protection systems, security monitoring systems, HVAC, exhaust systems and all other structural components of the buildings.

2. Repairs due to failure to properly supervise kitchen inmate workers, negligence or abuse by the Contractor’s employees will be charged to the Contractor. The Contractor shall define and document the need for building repairs by initiating a work order through the YCDOC' established procedures.

3. YCDOC shall provide general maintenance, but not janitorial services, to all work areas occupied by the Contractor.

CC. Equipment:
1. YCDOC will furnish to the Contractor existing owner owned inventory of equipment in both Jail Kitchens for use by Contractor during the term of this Agreement. All such equipment shall remain the property of the YCDOC. The Contractor and the Director or Designee shall jointly conduct an initial inventory of the equipment provided by YCDOC assessing both the quantity and condition of such equipment, as well as any serial and/or model numbers. Unless otherwise, expressly noted, it shall be presumed that Contractor accepts the equipment as initially inventoried, as in good working order and sufficient for the purpose of performing this Agreement.

2. The Contractor shall be responsible for maintaining records of all equipment including additions, replacements and removal from the initial inventory.

3. At the end of the contract term or upon termination, Contractor shall return all equipment in good condition, normal wear and tear expected. Contractor and Director or Designee shall jointly conduct a closing inventory, documenting additions and deletions from the initial inventory and condition of equipment.

4. No food, supplies, materials or equipment provided, acquired or utilized in the performance of the contract shall be removed from any YCDOC facility for personal use or used in any manner not provided within the contract.

5. Any equipment purchased by Contractor outside the scope of this Agreement for use at any YCDOC facility must have the prior, written approval of the Director or Designee. Any such equipment shall remain the property of the Contractor when purchased by the Contractor.

6. On a quarterly basis, the Contractor shall report to the Director or Designee on the status and condition of the equipment. Such report shall state with specificity, the Contractor’s recommendations for equipment additions and/or replacement. The Contractor shall use its knowledge and judgment to anticipate the need for equipment and the timing of contractors’ recommendations for procurement.

7. YCDOC shall make the final determination for the purchase of any and all equipment.

DD. Small wares, Trays and Supplies:
1. Contractor is responsible for providing small wares, trays and supplies, which are defined as:
a) Thermal trays and cups, dishes, pan washing chemicals, eating, cooking, portioning and serving utensils, pots, pans, paper & Styrofoam products, hats, hairnets, aprons, plastic wrap, bags, and sanitation equipment.

2. Contractor’s staff will ensure all kitchen utensils are properly inventoried and stored. All knives will be stored within a lockable “shadow box” container, which will be inventoried after each shift.

EE. Delivery to Premises:
1. Contractor’s employees will comply with facilities’ rules concerning the use of the loading dock areas. These include, but are not limited to:
2. Not permitting the storage or accumulation of off-loaded disposable pallets on food or kitchen supply deliveries.
3. Prompt relocation of food and other supplies to proper storage areas.
4. Not using the dock areas for storage of returnable food containers.
5. Other practices, which interfere with the utilization of the loading, dock areas.
6. Providing timely notification to YCDOC designated personnel of all deliveries to be made to the loading dock areas, all of which will be subject to search by YCDOC designated personnel.
7. The Contractor shall be solely responsible for the quantities, weights, counts, and quality of all foodstuffs, goods and other materials delivered to the Facilities. No deliveries will be accepted on Saturdays, Sundays, and Holidays.
8. No product shall be received or stored at the facility for use at any other facility or location, other than YCDOC, without written permission from the Director or Designee.

FF. Facilities:
1. The YCDOC shall provide the Contractor with adequate ingress and egress to the kitchens and storage facilities, including sanitary toilet and facilities for use by food service employees. The Contractor shall use such facilities in the performance and delivery of food services.
2. The facilities made available to the Contractor under the Agreement may not be used in connection with operations unrelated to this Agreement, unless approved in writing by the Director of Correction or Designee.
3. The Contractor is not permitted to make any alterations to, additions to, or removal of any walls, windows, floors, ceilings, doors, or fixtures, without prior written approval from the Director or Designee. Windows and other openings will not be covered with any blinds or drapes without prior approval from the Director or Designee.
4. The Contractor will furnish its own computers, modems, auxiliary telephone lines, and office equipment at its own expense; the Contractors shall reimburse the Department of Corrections for existing monthly telephone services.
5. The Contract must have the ability to send and receive e-mail.

GG. Sanitation:
1. The Contractor shall be responsible for the sanitation and cleaning of the food service preparation areas, food storage areas, restrooms, and inmate break rooms, office and dock areas, and in conformity with all applicable federal, state, and local regulations and requirements.
   a) A cleaning log of each area will be maintained.
2. The Contractor agrees to submit to inspections by YCDOC staff and by the County, State Health Department or other similar County, State or Federal agencies upon the request of the Director or Designee.

3. The Contractor shall be responsible for proper removal of trash and garbage from the facilities to receptacles located adjacent to the kitchen; this may include utilization and installation of paper recycling apparatus.

4. The Contractor will be responsible for all chemicals and other materials required for the proper sanitation in this contract will be provided for and paid for by the Contractor. The Director or Designee will approve any chemical prior to its use.

   a) The Contractor will purchase a minimum of $500.00 per month from Ecolab Institutional chemical products or an approved distributor. (www.ecolab.com)

5. YCDOC will provide dumpsters and will thereafter have responsibility for disposal. The Contractor's Food Service Director shall participate in periodic facility inspections with the Director or Designee. The Contractor shall maintain hazardous chemical logs and comply with all applicable laws and standards concerning the use, storage and handling of hazardous substances/chemicals.

6. Grease will not be disposed of in drains. Grease will be disposed of in accordance with local health codes. Sink disposals will be not used for disposal of food products. Excess food products and tray leftovers will be disposed of in the normal refuse containers.

7. The YCDOC shall maintain an effective program for extermination and control of vermin and rodents in all areas assigned to the Contractor, including kitchen facilities storage areas, and docks.

V. GENERAL PROPOSAL REQUIREMENTS – Schedule B – COMMISSARY SERVICES

A. Locations
   1. Main Jail and Annex (854 beds) located at 111 North Front Street, Yakima WA.
   2. Correctional Center, (60 beds) located at 1500 Pacific Ave, Yakima WA.

B. Scope of Work and Commissary Service
   1. Kiosks: The successful bidder shall provide a sufficient number of kiosks in each inmate housing pod for ordering commissary, providing balance inquire, filing grievances and other departmental documents. Kiosks must provide an adequate electronic inmate law library. Lexus Nexus is currently used by YCDOC for the purposes of law library. The law library must be regularly updated as new versions are published. YCDOC will provide the updates to be loaded into the Kiosks. It shall also be the responsibility of the successful contractor to provide cabling or wireless network along with electrical connections as designated by Yakima County Technology Services Division.
   2. TouchPay Payment System: Yakima County must have a TouchPay system that accepts credit and debit cards for account deposits. The system must provide the following:

      a) Acceptance of Credit and Debit Cards;
      b) Real Time Account Validation;
      c) On-Site Deposit Funding;
      d) Immediate Availability of Funds;
e) On Demand Reporting;
f) End to End 128 SSL Encryption;
g) PCI Data Compliant;
h) Allows Funding for all Types of Accounts or Personal Bail or Bonds;
i) Self-Funding at Time of Booking;
j) Easy Setup with No Hardware Fees;
k) User-Friendly ATM-Style interface;
l) Additional Kiosk in the lobby area and Public Visiting.

C. Orders/Delivery:
   1. The Contractor shall collect individual commissary orders prepared by the Department of Corrections four times a week (Monday through Thursday), and deliver the Department filled individual orders four times a week (Tuesday through Friday).
   2. Pick-up and delivery shall be to the Main Jail and Annex, located at 111 North Front Street, Yakima Washington 98901 and the Correctional Center, located at 1500 Pacific Avenue, Yakima Washington, 98901.

D. Contractor shall provide:
   1. Commissary orders which will be delivered to the inmates. Individual orders must be delivered in clear sealed plastic bags;
   2. Contractor shall provide name brand, quality products, which will be recognizable by a jail population at regular retail prices;
   3. Contractor shall provide a system, which produces a receipt on each and every transaction;
   4. All food and beverage products sold and delivered to the Department must be delivered for consumption prior to the expiration date, when so dated;
   5. Delivery of commissary orders to each housing unit; and,
   6. Debit cards for sale to the inmates on a weekly basis. The debit cards shall be used to make purchases from the vending machines. Inmates may not have more than three (3) debit cards in their possession at one time;
   7. Mobile merchandising system.

E. Contractor will be responsible for the following:
   1. The distribution of commissary bags between completion of the lunch meal and lights out;
   2. Checking off inmate’s names from the commissary distribution list;
   3. Ensuring all products ordered by inmates are delivered to the properly identified inmate;
   4. Providing an approved commissary order form to receive orders from inmates and using the listed prices shown on the order form;
   5. Adhering to the agreed upon delivery dates and times;
6. Maintaining inmates debit card accounts to contain no more than a maximum of one-hundred dollars ($100.00) per week;
7. Maintenance and operation of the debit card system and resolution of all disputes regarding encoded dollar values;
8. Programming debit cards;
9. Operation and maintenance of computer hardware and software for a computerized inmate account system;
10. Verification inmate fund balances, and distribution and service of the debit cards;
11. Accurate and complete records of all commissary activity and balances of individual inmate accounts using a system approved by YCDOC.

F. Deliverables/Reports: The Contractor shall provide the following:
   1. Contractor shall supply preprinted order forms for inmate commissary orders.
   2. Contractor shall maintain and provide to YCDOC the original completed commissary order form immediately upon completion of delivery of commissary orders. The inmates must sign the completed order form.
   3. Contractor shall make a product sales and price list available to the YCDOC at the start of the contract. The Director and/or designee shall approve any changes to the product and price list.
   4. A monthly sales report shall be provided to YCDOC on the fifth (5th) working day of each month for the previous month’s activity. Reports must be available in an electronic format that can be stored, printed, and electronically transmitted.

G. Other Contractor Requirements:
   1. The Contractor and its employees will follow all YCDOC regulations, rules, and standards.
   2. The Contractor will obtain prior approval from the Director or Designee for the use of any item and any design, lettering, or advertising of any type on items such as paper plates, or cups and portion-control packets of any kind.
   3. The Contractor will furnish its own computer modems, auxiliary telephone lines, and office equipment at its own expense; the Contractor shall reimburse the Department of Corrections for existing monthly telephone services.
   4. The Contractor is not permitted to make any alterations to, additions to, or removal of any walls, windows, floors, ceilings, doors or fixtures, without prior written approval from the Director or Designee. Windows and other openings will not be covered with any blinds or drapes without prior approval from the Director or Designee.
   5. The Contractor at no cost to Yakima County will provide integration to YCDOC’s computer system with the Contractor’s commissary system.

H. Brand Names and Approved Equivalents:
   Any references to manufacturers, trade names, brand names and/or catalog numbers are intended to be descriptive, but not restrictive, unless otherwise stated, and are intended to indicate the quality level desired. Bidders may offer any equivalent product that meets or exceeds the specifications.
I. **Bids based on equivalent products must be:**
   1. Clearly describe the alternate offered and indicate how it differs from the product specified; and,
   2. Include complete descriptive literature and/or specifications as proof that the proposed alternate will be equal to or better than the product named in this bid.
   3. The County reserves the right to be the sole judge of what is equal and acceptable and may require Bidder to provide additional information and/or samples.
   4. If Bidder does not specify otherwise, it is understood that the referenced brand will be supplied.

J. **Quantities:** Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

K. **Commission Rate:** Commission rate as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.

L. **Hardware and Software:**
   1. During the term of this agreement, the successful vendors shall supply Yakima County with such computer equipment and software to enable Yakima County and its inmates to access the Vendor’s Commissary Network to account for inmate welfare funds maintained by Yakima County and effect purchases by inmates from commissary supplies by the vendor.
   2. During the term of this agreement, such hardware will be installed and maintained by the vendor shall remain the sole property of Yakima County.
   3. At the termination of this agreement, all such computer hardware and software shall be returned by Yakima County to the vendor in the same condition, reasonable wear and tear excepted, as existed at the time the equipment was installed.

M. **Software Capabilities:** The software provided must be Windows XP compatible Inmate Management and Trust Fund accounting system with multiple levels of security. At a minimum the software must have the following features:
   1. Resident controls - Intake/Release software must maintain records of inmates to be entered with booking number, name, all vital statistics available, initial deposit, order from assignment, spending limit and any additional comments that need to be addressed.
   2. Integrated accounting, point-of-sales and inventory control functionality;
   3. System must interface with any JMS system. YCDOC currently uses Spillman.
   4. Detailed offender account audits trails;
   5. Flexible reporting capabilities;
   6. Biometrics, mug-shot, and electronic signature verification;
   7. Automatic recovery feature that applies to incoming funds to pay debt.
   8. Banking features - Records deposits, withdraws refunds, purchases, and closeout of inmate accounts. Allows us to add own transaction at a site level (i.e. haircuts, newspapers, and medical visits). Each transaction entered will create and print a receipt and be tracked in all reports for accounting purposes.
9. Check writing - Includes a check register, works with either computer generated or bank issued check numbers, continuous form or single checks. Checks can be used for third party or closing out inmate accounts. The check registry creates a listing of all checks.

10. Debit Cards – Software must also have the ability to issue debit cards when closing inmate accounts at release.

11. Order entry: For processing inmate orders. The inmate’s current balance needs to display on the same screen. Order numbers must be automatically assigned to each individual order for further tracking as well as provide the date of the order.

12. Closing accounts - Close out function must include a function, which will print out a complete transaction history as a receipt disclosing all transactions with amounts, and dates the departing inmate has incurred since being incarcerated. The report must show the total fund additions, debits, and credits for commissary purchases, total draws, and net balance due the inmate and all him to be paid by check, cash or combination.

13. Tracking inmates: Software must have the ability to reassign cell location as well as facility changes as the inmate is moved.

14. System must also have the ability to search for the individual inmate by last name and/or master file number.

15. Security: System must require an Officer’s ID and password in order to gain entry into the system.

16. All transactions and entries must be tracked by ID and password.

17. Cost Recovery: Program must all for an accurate on-line Inmate Trust Fund account balance, The system must all for the collection of a percentage of the incoming deposits and automatically take 100% of remain funds and apply to recoverable charges before releasing an inmate.

18. Reports;
   a) Daily balance report;
   b) Summary report;
   c) Inmate reports;
   d) Show funds;
   e) List transactions;
   f) Total sales;
   g) Indigent totals;
   h) Indigent tracking

N. Sample Commissary Menu: All proposals shall include a sample commissary menu including the cost for items offered, including all applicable taxes, insurance or other charges (Washington State Sales Tax for the YCDOC is 8.2 %). In the event of any changes in the tax laws that would make sales tax not applicable, the Contractor agrees to adjust prices accordingly.

O. Pricing:
   1. Pricing is provided for evaluation purposes. If items in the list are not available or if bidder does not agree to these prices, bidder may propose an alternate equivalent of the item and include package size, brand name, and price of each alternate product to be supplied. Samples may be requested at no charge.
2. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.

3. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.

4. Price quotes shall include any and all payment incentives available to the County.

VI. Proposer Capabilities

The purpose of this section is to provide the Owner with a basis for determining a Proposer’s capability to undertake this Contract.

A. Organizational Capabilities:
   1. Describe your company’s experience providing services similar to those required by this RFP to customers of comparable size, scope and circumstance.

   2. Provide an organizational chart for your company and include an issue escalation process used to resolve any potential issues between the Owner and the Contractor during the Contract term.

B. Staff Qualifications:
   1. Identify and provide a resume for the Project Manager that will be assigned to this project and any additional projects they will be involved in during the Contract term. The Project Manager will be the primary point of contact for Owner and must be available on an as-needed basis. Describe how the Project Manager will guarantee availability to Owner during the entire duration of the project.

   2. Identify additional key personnel from your company that will be assigned to this contract, including their current job title and the role they will play in the project. For each staff person, attach a brief resume with any pertinent licenses or accreditations and give at least one (1) example of a project where the staff provided similar services to an organization with needs similar to those described in this RFP.

   3. Identify the Account Manager who will be handling all invoices and billing and will serve as the account main point of contact for this contract.

   4. If any of these contacts change during the contract term, the Contractor shall verbally notify the Owner within twenty-four (24) hours of change and follow up in writing within five (5) business days of the date of change.

C. Points not addressed:
   Proposers are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their unit.

D. Financial Capability to perform contract:
   Proposer shall submit a current Financial Review or Compilation Report by a CPA firm, which is not to be older than one (1) year.
E.  Proposer References
Using the attached reference form, provide at least three (3) references for organizations with whom your company has provided similar services over the last five (5) years. Include a contact name, email address, telephone number, and a clear, concise description of the project.

The Owner will determine which, if any, references are contacted to assess the quality of work performed. The results of any reference checks will be provided to the Evaluation Team for this RFP and will be used when scoring the written proposal.

F.  Questionnaire
Proposer must complete the Vendor Questionnaire Form in Section I and submit it in accordance with Section 2.

VII.  COST PROPOSAL

A.  General Instructions for Preparing Cost Proposals
Proposer must submit a cost proposal under Tab 9 of their proposal. If proposer agrees to allow other governmental agencies to purchase goods or services from the awarded Contractor under the resulting contract, price accordingly so other jurisdictions can perform an apples to apples comparison for their resulting contract.

B.  Total Project Cost
Proposer must provide a total project cost to include all requisite services, materials, work products and ancillary expenses.

Contractor and any subcontractors’ travel expenses (e.g. airfare, lodging, and meals, insurance) and other miscellaneous expenses related to the provision of on-site services must be included in the proposed cost and cannot be an additional charge.

Contractor’s expenses related to providing on-site services (e.g. computer, printer, miscellaneous equipment) must be included in the proposed cost and cannot be at an additional charge.

Owner will coordinate and provide any requisite meeting space for on-site services.

Alternate language: Work related travel expenses will be reimbursed at the current OFM published per diem rates which can be viewed at: http://www.ofm.wa.gov/policy/10.90a.pdf

C.  Pricing and Discount
The Owner qualifies for governmental discounts. Unit prices shall reflect these discounts. Unit prices shall reflect these discounts. Unit prices shown on the proposal or contract shall be the price per unit of sale (e.g., hour, ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the proposal evaluation and contract administration.
D. **Price Clarifications**

The Owner reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Proposers. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.
VIII. SAMPLE CONTRACT FOR YCDOC

PROFESSIONAL SERVICES AGREEMENT
FOR INMATE FOOD SERVICES AND COMMISSARY SERVICES

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, hereinafter “County”, through the Yakima County Department of Corrections, whose business address is 111 North Front Street, Yakima Washington 98901 hereinafter denominated the “Department” and ___________ whose address is ___________________________________________________________________________________ hereinafter denominated the “CONTRACTOR”

WITNESSETH:

1. Term
The period for which food service shall be provided in accordance with specifications shall be one year, commencing on April 1, 2017 and concluding on May 31, 2017 with the option to renew for four (4) additional one (1)-year periods and shall not exceed five (5) years in length. If there are no changes, contract extensions shall be automatic, and shall go into effect without written confirmation, unless the County provides advance notice of the intention to not renew. The option to renew shall be at the sole discretion of Yakima County. Any price adjustments shall be requested per the terms in the RFP.

2. Work
Contractor agrees to do all work and furnish all materials necessary for performing the work in accordance with and as described in the attached proposal documents.

3. Contract Documents
The executed contract, the Request for Proposals, conditions, addenda and modifications, and the Contractor’s proposal (to the extent consistent with Yakima County’s documents) constitute the Contract Documents and are hereby incorporated herein by this reference. Specific federal and state laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. This Contract is on file in the Office of the Clerk of the Board, 128 No. 2nd St., Yakima, WA.

Specific Federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions.

4. Changes
Any proposed change in this Contract shall be submitted to the other party, as listed herein for its prior approval. If approved, change will be made by a contract modification that will become effective upon execution by the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

5. Compensation
The County agrees to pay the Contractor according the attached specifications and payment schedule of itemized prices as listed in the Contractor’s RFP submittal at the time and in the manner and upon the conditions provided for the Contract.
As full and complete compensation to the Contractor for all food, labor and materials furnished and all services performed pursuant to this agreement, the County shall pay the contractor upon the submission of properly certified invoices approved by the Project Manager. It is understood and agreed that the Contractor shall be compensated on the basis of the applicable daily per meal costs expressed in its proposal, determined by the number of meals served each day. Invoices must be submitted weekly for services provided the preceding week. Invoices must itemize the total number of meals served each day, the number of breakfast, lunch and dinner meals served each day and the cost to County per meal for each day of the week invoiced.

6. **Independent contractor**
   The parties agree that, for the purposes of this agreement, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

7. **Nondiscrimination Provision**
   During the performance of this Contract, the Contractor agrees as follows:
   The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran’s status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

   This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement.

   In the event of the Contractor’s noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for any future County contracts.

8. **Performance Bond**
   Performance Bond: The successful bidder shall furnish a duly-executed bond upon a form approved by the County, signed by approved surety or sureties in the amount of $50,000.00 for food services and $10,000 for commissary services, conditioned upon the faithful performance of the contract by the Contractor within the time prescribed thereon. At the option of the successful bidder, a savings account in the same amounts may be assigned to the County for the term of the contract in lieu of a performance bond. At any time and as often as may be deemed necessary, the County may require any or all sureties or any surety company to appear and qualify them upon the bond, or show continued assignment of the prescribed savings account. Whenever such surety or sureties are deemed by the County to have become insufficient, the County may demand in writing that the Contractor furnish additional surety in an amount not exceeding that originally required as may be deemed necessary considering the work remaining to be done. No further service shall be allowed until such additional surety as required is furnished.

9. **Agency Relationship between County and Contractor**
   Contractor shall, at all times, be an independent Contractor and not an agent or representative of County with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of the County. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on, behalf of the County.

10. **Successors and Assigns**
Neither the County, nor the Contractor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other.

The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

11. Property Rights
All records or papers of any sort relating to the County and to the project will at all times be the property of the County and shall be surrendered to the County upon demand. All information concerning the County and said project which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the County.

12. Inspection and Production of Records
The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the County, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the County’s knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Company shall provide the County sufficient, safe, and proper facilities, and/or send copies of the requested documents to the County. Company’s records relating to the Services will be provided to the County upon the County’s request.

Contractor shall promptly furnish the County with such information and records which are related to the Services of this Contract as may be requested by the County. Until the expiration of six (6) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington State Secretary of State’s record retention schedule, Contractor shall retain and provide the County access to (and the County shall have the right to examine, audit and copy) all of Contractor’s books, documents, papers and records which are related to the Services performed by Contractor under this Contract.

All records relating to Contractor’s services under this Contract must be made available to the County, and the records relating to the Services are County of Yakima records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to Contractor’s services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington State Secretary of State’s records retention schedule.

The terms of this section shall survive any expiration or termination of this Contract.

13. Work Made for Hire
All work the Contractor performs under this Contract shall be considered work made for hire, and shall be the property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Contract. On completion or termination of the Contract, the Contractor shall deliver these materials to the County.

14. Guarantee
Contractor warrants the Services will be free from defects in material and workmanship for a period of one year following the date of completion and acceptance of the Services.

15. Compliance with Law
Contractor agrees to perform all Services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or
regulatory body, whether federal, state, local, or otherwise, including but not limited to the provisions of chapter 49.28 RCW relating to hours of labor and Chapter 49.60 RCW, the Washington State law against discrimination. Contractor shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

a. Procurement of a City Business License. If applicable, successful vendor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

b. Contractor must provide proof of a valid Washington department of Revenue state excise tax registration number, as required in Title 85 RCW.

c. Contractor must provide proof of a valid Washington Unified Business Identification (UBI) number. Contractor must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06.101 or 36.12.065(3).

d. Contractor must provide proof of a valid Washington Employment Security Department number as required by Title 50 RCW.

e. Foreign (Non-Washington) Corporations: Although the Owner does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in the Yakima County, at their own expense, without regard to whether such corporation is actually awarded the contract, and in the event that the award is made, prior to conducting any business in the Owner.

16. Pay Transparency Nondiscrimination Provision:
The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor’s legal duty to furnish information.

17. Accessibility
The Contractor and subcontractor for all web site designers shall agree that information featured on its web site is accessible to all individuals, including individuals with disabilities in accordance with Section 508 of the Rehabilitation Act. Section 508 requires Yakima County to ensure that employees with disabilities, and members of the public with disabilities seeking information or services from Yakima County, have access to and use of information and data that is comparable to the access and use by employees, or members of the public who are not individuals with disabilities, unless an undue burden would be imposed. In all cases, the contractor and subcontractor should incorporate provisions of the WCAG 2.0 AA as published by the World Wide Web Consortium (W3C) available at www.w3.org/TR/WCAG.

18. Indemnification and Hold Harmless
Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. Contractor agrees to defend, indemnify and hold harmless the County, its elected and appointed officials, officers, employees, attorneys, agents, and volunteers from any and all claims, demands, losses,
liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) which result or arise out of the sole negligent acts or omissions of Contractor, its officials, officers, employees or agents.

If any suit, judgment, action, claim or demand arises out of, or in conjunction with, the negligent acts and/or omissions of both the Contractor and the County, or their elected or appointed officials, officers, employees, agents, attorneys or volunteers, pursuant to this Contract, each party shall be liable for its proportionate share of negligence for any resulting suit, judgment, action, claim, demand, damages or costs and expenses, including reasonable attorneys' fees.

The contractor assumes full responsibility for and shall indemnify the County for any damage to or loss of any County property, including buildings, fixtures, furnishings, equipment, supplies, accessories, or parts resulting in whole or in part from any negligent acts or omission of the contractor, any subcontractor or any employee, agent or representative of the contractor or subcontractor.

The contractor shall defend, hold harmless and indemnify the County against any and all liability, claims, costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor. The contractor does not indemnify the County for damages resulting from negligence of the County.

Contractor’s Waiver of Employer’s Immunity under Title 51 RCW. If any design or engineering work is done pursuant to this Contract, Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in Section A shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington’s Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor’s indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its elected and appointed officials, officers, employees, attorneys, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement, to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

The terms of this section shall survive any expiration or termination of this Contract.

19. Contractor’s Liability Insurance

At all times during performance of the Services and this Contract, Contractor shall secure and maintain in effect insurance to protect the County and Contractor from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. Contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The County reserves the right to require higher limits should it deem it necessary in the best interest of the public.

Contractor will provide a Certificate of Insurance to the County as evidence of coverage for each of the policies and outlined herein. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the County, prior to commencement of work.
The following insurance is required:

a. **Commercial Liability Insurance**
   Before this Contract is fully executed by the parties, Contractor shall provide the County with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Three Million Dollars ($3,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Six Million Dollars ($6,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the County, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the County of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the County of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the County prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best’s Guide and admitted in the State of Washington. The requirements contained herein, as well as County of Yakima’s review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

b. **Automobile Liability Insurance**
   Before this Contract is fully executed by the parties, Contractor shall provide the County with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of One Million Dollars ($1,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the County, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the County of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the County prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best’s Guide and admitted in the State of Washington. The requirements contained herein, as well as County of Yakima’s review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.

c. **Employer’s Liability (Stop Gap)**
   Contractor and all subcontractor(s) shall at all times comply with all applicable workers’ compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer’s Liability insurance with a limit of no less than $1,000,000.00. The County shall not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Contract. Contractor agrees to assume full liability for all claims arising from this Contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractors(s) to comply with insurance requirements does not limit Contractor’s liability or responsibility.

Contractor’s insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Contract. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be in excess of the Contractor’s insurance and shall not contribute to it.
If at any time during the life of the Contract, or any extension, Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the County to terminate the Contract.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and the County, its officers, elected and appointed officials, employees, agents, attorneys and volunteers, Contractor's liability hereunder shall be limited to the extent of the Contractor's negligence.

20. Severability
If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

21. Contractor’s Failure to Perform
Failure to perform the work as provided herein may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of the contract. To the event of such termination, the County may at its sole option have the services performed by other means and the Contractor shall be liable to the County for any excess costs for such services. The County’s selection of the means for performance of services shall be conclusively presumed to be reasonable.

22. Suspension of Work
The Owner may suspend, in writing by certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond the Owner’s control are interfering with normal progress of the Service. The Contractor may suspend, in writing by certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond Contractor’s control are interfering with normal progress of the Service. The Contractor may suspend Service on the Project in the event the Owner does not pay invoices when due, except where otherwise provided by this Agreement. The time for completion of the Service shall be extended by the number of days the Service is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted the option to terminate the Service on the suspended portion of Project.

23. Termination
Termination for Cause: The Owner may terminate the Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor’s right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate the Contract after providing the Owner sixty (60) calendar days’ notice of the Owner’s right to cure a failure of the Owner to perform under the terms of the Contract.

Upon the termination of the Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration

Termination for Convenience: Either party may terminate the Contract at any time, without cause, by providing a written notice; the Owner by providing at least ninety (90) calendar days’ notice to the Contractor, and the Contractor providing at least sixty (60) calendar days’ notice to the Owner in advance of the intended date of termination.
In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the Owner, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the Owner, the Contractor may be compensated for the actual service hours provided. The Owner shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Contractor requesting the refund.

**Contract Cancellation:** The Owner reserves the right to cancel the Contract in whole or in part without penalty if the Contractor:

a. Breaches or defaults an obligation under the Contract;
b. Fails to perform any material obligation required under the Contract;
c. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
d. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
e. Makes an assignment for the benefit of creditors;
f. Fails to follow the sales and use tax certification requirements of the State of Washington;
g. Incurs a delinquent Washington tax liability;
h. Becomes a State or Federally debarred Contractor;
i. Is excluded from federal procurement and non-procurement Contracts;
j. Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;
k. Fails to maintain the confidentiality of the Owner information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or
l. Contractor performance threatens the health or safety of a County or municipal employee.
m. Change in Funding: If the funds upon which the Owner relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the Owner may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

**24. Dispute Resolution**

In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If the afore mentioned methods are either not successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

**25. Re-Award**

When the contract is terminated by the vendor upon 30 days’ notice as herein provided, the Owner, may re-award the contract to the next most responsible Proposer.

When a vendor is unable to supply goods and/or services to the Owner and is in breach of the contract, or when the contract is terminated by the Owner for cause as herein provided, the Owner reserves the right to re-award the contract to the next most responsible Proposer.

**26. Substitution**

The Contractor shall not substitute or deviate from said specifications of this Contract without a written agreement amendment, signed by the Executive, or pursuant to Section 60 below entitled “Change or
Notice”. Any violation of this procedure by the Contractor will be considered cause for immediate cancellation of the Contract for cause by the Owner.

27. Contractor Shall Furnish
Except as otherwise specifically provided in this Contract, Contractor shall furnish the following, all as the same may be required to perform the services described in accordance with this Contract: personnel, labor and supervision; and technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Contractor under this Contract are sometime collectively referred to in this Contract as the “(Services).”

All provisions of this Contract are intended to be complementary, and any services required by one and not mentioned in another shall be performed to the same extent as though required by all. Details of the services that are not necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed or furnished by Contractor as part of the services, without any increase in the compensation otherwise payable under this Contract.

29. Invoices
The Owner will use its best efforts to pay each of Contractor’s invoices within thirty (30) days after the Owner’s receipt and verification thereof; provided, however, that all such payments are expressly conditioned upon Contractor providing services hereunder that are satisfactory to the Owner. The Owner will notify the Contractor promptly if any problems are noted with the invoice. To insure prompt payment, each invoice should cite purchase order number, bid number, description of item purchased, unit and total price, discount term and include the vendor’s name and return remittance address.

Contractor will mail invoices to:
Yakima County Department of Corrections
111 North Front St.
Yakima, WA 98901

30. Credit Card Acceptance
The Owner, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement. The Owner’s preferred method of payment is by procurement (credit) card. Proposers may be required to have the capability of accepting the Owner’s authorized procurement card as a form of payment. No price changes or additional fee(s) may be assessed when accepting the procurement card as a form of payment.

31. Prime Contractor
Contractor is the Prime Contractor hereunder. The Prime Contractor shall be the sole point of contact with regard to all contractual matters arising hereunder, including the performance of services and the payment of any and all charges resulting from its contractual obligations.

32. Delegation of Professional Services
The services provided for herein shall be performed by Contractor, and no person other than regular associates or employees of Contractor shall be engaged on such work or services. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any services to any other person or entity without the prior written consent of the Owner. Any such delegation or subcontracting without the Owner’s prior written consent shall be voidable at the Owner’s option.

No delegation of subcontracting of performance of any of the services, with or without the Owner’s prior written consent, shall relieve Contractor of its responsibility to perform the services in accordance with this Contract. Contractor shall be fully responsible for the performance, acts and omissions of Contractor’s
employees, Contractor’s subcontractors, and any other person who performs or furnishes any services (collectively, the “Support”).

Contractor shall at all times be an independent contractor and not an agent or representative of the Owner with regard to performance of the services. Contractor shall not represent that it is, nor hold itself out as, an agent or representative of the Owner. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the Owner. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that the Owner provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer’s liability insurance as required by state law. The Contractor will have an active account with the Department of Revenue, other state agencies as needed, and a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.

Contractor shall perform the services in a timely manner and in accordance with the standards of the profession. At the time of performance, Contractor shall be properly licensed, equipped, organized, and financed to perform the services in accordance with this Contract. Subject to compliance with the requirements of this Contract, Contractor shall perform the services in accordance with its own methods.

33. Removal of Subcontractor
If dissatisfied with the background, performance, and/or general methodologies of any subcontractor, the Owner may request in writing that the subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the subcontractor for any further work/services under this Contract.

34. Taxes and Assessments
Contractor shall be solely responsible for and shall pay all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury insurance, and other deductions from income which may be required by law or assessed against either party as a result of this Contract. In the event the Owner is assessed a tax or assessment as a result of this Contract, Contractor shall pay the same before it becomes due. The Owner and its agencies are exempt from payment of all federal excise taxes and, but not sales tax (currently at 8.2%).

35. Vendor Tax Delinquency
Vendors who have a delinquent Washington tax liability may have their payments offset by the State of Washington.

36. Inspection: Examination of Records
The Contractor agrees to furnish the County with reasonable periodic reports and documents as it may request and in such form as the County requires pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith, and any other matter are to be covered by this Agreement. The records relating to the services shall, at all times, be subject to inspection by and with the approval of the Owner, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the services in accordance with this Contract, notwithstanding the Owner’s knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the Owner sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

37. Recordkeeping and Record Retention
The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

38. Confidential, Proprietary and Personally Identifiable Information
Contractor shall not use Confidential, Proprietary or Personally Identifiable Information of Owner for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the Owner in writing, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the Owner, as directed.

Contractor shall maintain all Confidential Information as confidential for a period of three (3) years from the date of termination of this Contract, and shall return or destroy said Confidential Information as directed by the Owner in writing.

Contractor may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent such disclosure is required under law or a court order, provided that the Owner shall be given prompt written notice of such proceeding if giving such notice is legally permissible.

39. Price Adjustments
The price per meal shall remain firm for the first year following award of the contract. Thereafter, the Contractor or YCDOC shall be entitled to request an annual price adjustment, which shall be calculated in the manner provided by this paragraph.

The request for price adjustment by the Contractor shall be submitted to the Director or designee within ninety (90) days before the contract anniversary date of each year, beginning with the end of the 1st year of the contract term. YCDOC shall notify the Contractor of its desire for an extension of the terms of the agreement within the same time period.

Price adjustment shall be based upon the Index for "Food Away From Home, for All Urban Consumers, for United States City Average" of the Consumer Price Index (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics. A price increase or decrease will be determined by dividing the current index for a contract anniversary month by the same prior year month’s index. All calculations will be carried to two places only, with rounding to the next digit. Increases shall not exceed five percent (5%) annually.

40. Provision of Services
The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the Owner’s
satisfaction; the Owner decision in that regard shall be final and conclusive. The Owner may inspect, observe and examine the performance of the services performed on the Owner premises at any time. The Owner may inspect, observe and examine the performance of Contractor’s services at reasonable times, without notice, at any other premises.

If the Owner notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the Owner's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the Owner specifies. This remedy shall be in addition to any other remedies available to the Owner by law or in equity.

The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and Owner work rules.

41. Assignment
This Contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Contractor to any other person or entity without the prior written consent of the Owner. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor stated herein.

42. No Conflict of Interest
Contractor represents that it or its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Contract.

43. Material Safety Data Sheet
If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200 or WAC 296-62, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

44. Contract Preservation
If any provision of the Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

45. Promotional Advertising / News Releases
Reference to or use of the Owner, any of its departments, agencies or other subunits, or any official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the Owner. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

46. Time is of the Essence
Timely provision of the services required under this Contract shall be of the essence of the Contract, including the provision of the services within the time agreed or on a date specified herein.

47. Expansion clause
Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the vendor, as long as the price of such additional products is based on the same cost/profit formula as the listed item/service.

48. Patent Infringement
The contractor selling to the Owner the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the Owner (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

49. Ownership
All material produced as a result of this Contract shall be the exclusive property of the Owner. Additionally, the Owner shall have unrestricted authority to reproduce, distribute, and use any submitted report, template, data, or material, and any associated documentation that is designed or developed and delivered to the Agency as part of the performance of the Contract.

50. Safety Requirements
All materials, equipment, and supplies provided to the Owner must comply fully with all safety requirements, federal, state and local laws, ordinances, rules, regulations as set forth by the State of Washington RCW’s, WAC’s and all applicable OSHA Standards.

51. Warranty
Unless otherwise specifically stated by the Proposer, vendor warrants that all goods and services furnished under this contract are warranted against defects by the Proposer for one (1) year from date of receipt, are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor’s warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

52. Access and Review of Contractor’s Facilities
The County may visit and view any of the offices, premises, facilities and vehicles of the Contractor and/or Contractor’s Subcontractor upon request and reasonable notice during the term of the contract and contract renewals/extensions.

53. Notice of Change in Financial Condition
If, during the Contract Term, the Contractor experiences a change in its financial condition that may affect its ability to perform under the Contract, or experiences a change of ownership or control, the Contractor shall immediately notify the Owner in writing. Failure to notify the Owner of such a change in financial condition or change of ownership or control shall be sufficient grounds for Contract termination.

54. Facility Security
The Owner may prohibit entry to any secure facility, or remove from the facility, a Contract employee who does not perform his/her duties in a professional manner, or who violates the Jail’s security rules and procedures. The Owner reserves the right to search any person, property, or article entering its facilities.

55. Waiver of Breach
A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
56. Force Majeure
   Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the County immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

57. Governing Law
   This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

58. Venue
   The venue for any action to enforce or interpret this Contract shall lie in a competent jurisdiction in Yakima County, Washington.

59. Authority
   The person executing this Contract, on behalf of Contractor, represents and warrants that he/she has been fully authorized by Contractor to execute this Contract on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Contract.

60. Change or Notice
   Any alterations made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made.

   In no event shall the Contractor be paid or be entitled to payment for services that are not authorized herein or any properly executed amendment.

   Notice of Business Changes: Contractor shall notify the County in writing within three (3) business days of any change in ownership of the facilities of the successful bidder or of the facilities of any subcontractor. The successful bidder shall notify the County in writing as soon as possible, and in no event later than three (3) business days, after any decision by the successful bidder to change or discontinue service that will affect services provided to the County under this Contract.

   The Owner shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the Owner, either substantially and unreasonably enlarges the Contractor’s duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary. Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

   TO OWNER: AND ALSO TO: TO CONTRACTOR:
   Ed Campbell, Director Sue Ownby
   YCDOC Purchasing Manager
   111 North Front St. City of Yakima
   Yakima, WA 98901 129 North 2nd street
   ____________
   ____________

61. Survival
   The foregoing sections of this Contract, 18 and 19 inclusive, shall survive the expiration or termination of this Contract in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto execute this Contract as of the day and year first above written.
CONTRACTOR:

By___________________________________
Name, Title

Date:__________________________________

Deputy Prosecuting Attorney
IX. SAMPLE CONTRACT FOR JUVENILE

CONTRACT

ARTICLE I

INTRODUCTION

1. Date of and Parties to the Contract. This contract, effective as of the last dated signature below, is between Yakima County Juvenile Justice Center, hereafter called “YCJJC”, and ___________________________, having its principal place of business at the ________________________________, hereafter called the “Contractor”.

2. Purpose of Contract. This contract sets forth the terms and conditions upon which the YCJJC retains the CONTRACTOR to manage and operate the YCJJC’s food service for the YCJJC’s students, employees, visitors, and guests.

3. Term of the Contract. The term of this contract shall be for one year beginning on the date of the last dated signature below, and continuing until one year thereafter. The contract is subject to four (4) additional one-year renewals upon the written, dated consent of both parties, unless terminated by either party as provided herein. [7 CFR 210.16(d)]

4. Contract Documents. YCJJC Request For Proposals No. C11701P, including the Scope of Work, Addenda, Acknowledgements, Technical Proposal, Technical Plan, modifications, all other attachments to the RFP, and the Contractor’s proposal (to the extent consistent with YCJJC’s documents) are hereby incorporated herein by this reference. Specific federal and state laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. This Contract is on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, Washington, 98901.

5. Termination.
   A. Termination for Convenience. This contract may be terminated at any time by the mutual written consent of the parties. The parties shall give each other not less than sixty (60) days written dated notice of their intention to terminate for convenience. [7 CFR 210.16(d)]
   B. Termination for Cause. If either party fails to comply with any of the obligations required of it in this contract, the injured party may give a written notice of termination in accordance with Section 6 of this Contract. If this Contract is terminated under any circumstances, YCJJC shall pay Contractor for all juvenile and staff meals, and other services, provided by Contractor to and including the date of termination.
   C. Penalty Provision. If either party has breached the terms of this contract and has not cured the breach, the non-breaching party may elect to pursue any available administrative, contractual, or legal remedy including, but not limited to, termination. [7 CFR Part 3016]
   D. Surrender of Program Records. At the point of termination of this contract, the CONTRACTOR will give to the YCJJC all original non-proprietary program records pertaining to the contract period and renewals. These documents include, but are not limited to: daily meal counts by meal benefit category by school/site for each program; monthly benefit issuance rosters with student start and withdrawal dates; and daily menu production records by program.
6. **Remedy.** If either party, YCJJC or CONTRACTOR, commits any material breach or default of any covenant, warranty, obligation, or contract under this contract, or fails to perform the work under this contract in accordance with its terms, such breach, default, or failure shall be cured within thirty (30) business days of written dated notice from the injured party. Failure to cure or remedy within thirty (30) days receipt of notice shall be grounds for termination for cause.

7. **Rights Beyond Termination.** The rights of termination referred to in this contract are not intended to be exclusive, and are in addition to any other rights available to either party at law or in equity.

8. **Cure Period.** After a request for termination is made, if the parties mutually agree to a cure or remedy, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in Section 1.4, paragraph B above. This letter should be counter-signed and dated by the receiving party and the letter should become an amendment to this contract, attached to the party’s respective copies of this contract.

9. **Construction and Effect.** A waiver of any failure under this contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This contract supersedes all prior negotiations, representations, or contracts.

10. **Amendments to the Contract.** Each of the Articles, Appendixes, and any amendments shall remain in effect throughout the term of this contract unless the parties mutually agree, in a written dated signed document attached to this contract, to amend, add, or delete an Article, Appendix, or prior Amendment. Any amendment to this contract shall become effective at the time specified in the amendment.

11. **Sanctions.** For breach of the contract and associated benefits:
   
   A. The Office of Superintendent of Public Instruction (OSPI) shall be notified immediately in a signed, dated writing by the party or parties seeking any form of termination action, and reasons for termination.
   
   B. The name of any party who has caused a material breach that resulted in termination action shall be kept on record by OSPI for information and action if necessary.
   
   C. If the CONTRACTOR causes the breach, the CONTRACTOR assumes liability for any and all damages, including excess cost to the YCJJC in procuring similar services, and is liable for administrative, contractual, and legal remedies as applicable.
ARTICLE II
RELATIONSHIP OF THE PARTIES

1. **Limited Agency.** To the extent that state or federal statutes or regulations require that the CONTRACTOR to be an agent of the YCJJC for certain regulatory purposes, such statutes and regulations shall be controlling, and the CONTRACTOR shall be the YCJJC’s agent for such purposes. Otherwise, CONTRACTOR shall be an independent contractor and not an officer, agent, employee, partner, joint venture, or servant of the YCJJC.

2. **Responsibilities of CONTRACTOR.**
   A. The CONTRACTOR shall prepare and serve a variety of high quality, wholesome, and nutritious food and beverages for students, faculty, staff, employees, and others as designated by the YCJJC in accordance with the terms and conditions of this contract.

   B. The CONTRACTOR agrees that it will perform the work described in this contract in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.

   C. The CONTRACTOR agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this contract.

   D. The CONTRACTOR agrees to furnish the YCJJC, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

3. **Responsibilities of YCJJC.**
   A. The YCJJC shall require the CONTRACTOR’s daily food service operation to comply with the YCJJC’s agreement with OSPI under the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), Special Milk Program (SMP), Seamless Summer Feeding Program (SP), and Fresh Fruit and Vegetable Program (FFVP); retain control of the quality, extent, and general nature of the food service operation; and establish all non-program meal and a la carte prices. The YCJJC does not direct the day-to-day operations of the CONTRACTOR’s operation. Program meal prices will be established by the YCJJC. The YCJJC shall retain overall financial responsibility for the school nutrition program. Authorized representatives of the YCJJC shall have access to all portions of the food service facilities at all times, and shall monitor the performance of the CONTRACTOR under this contract through periodic on-site visits. [7 CFR 210.16(a)(2)(3)(4), 210.19(a)(1)]

   B. The YCJJC shall retain signature authority on the Child Nutrition Program Food Services Agreement, Free and Reduced-Price Policy Statement, and all claims for reimbursement. [7 CFR 210.9(a)(b); 210.16(a)(5)]

   C. The YCJJC shall be responsible for all contracts entered into in connection with the school nutrition program. [7 CFR 210.21; 210.19(a)(1); and 3015]
D. The YCJJC shall ensure resolution of program review and audit findings. \[7 CFR 210.9(b)(17)\ and 210.18(k)(1)(2).\]

E. The YCJJC shall establish an advisory board composed of parents, teachers, and students to assist in menu planning. \[7 CFR 210.16(a)(8)\]

F. The YCJJC shall maintain applicable health certification. \[7 CFR 210.16(7)\]

G. Both the YCJJC and the CONTRACTOR shall be responsible for protecting the anonymity of students receiving free or reduced-price meals.

ARTICLE III

FOOD SERVICE PROGRAM

1. Location. The CONTRACTOR shall prepare and serve meals for the Yakima County Juvenile Detention Center. Additional schools/sites may be added via a signed, dated document agreed to by both parties.

   A. Programs. The CONTRACTOR shall prepare and serve meals for the YCJJC acting as a sponsor of one or more of the following USDA Child Nutrition Programs: \(\text{delete programs which don’t apply}\)
      i. National School Lunch Program (NSLP)
      ii. School Breakfast Program (SBP)
      iii. After School Snack Program

2. Calendar. All meals will be provided year round, 365 days per year. The CONTRACTOR shall provide a 21-day cycle menu. The CONTRACTOR must adhere to the cycle menu for the first twenty-eight (28) days of meal service, and any changes made thereafter may be made only with approval of the YCJJC. \[7 CFR 210.16(b)(1)\]

3. Meal Program. The CONTRACTOR shall provide nutritional, high-quality breakfasts, lunches, snacks, and dinners in accordance with the following terms:

   A. All reimbursable lunches, breakfasts, and snacks shall meet the requirements for USDA reimbursement as described in 7 CFR 210.10, 220.8, 225.16, 226.20 as applicable.

   B. Prices to be charged for meals and snacks during the current contract year shall be established by the YCJJC and the Contractor. \[7 CFR 210.16(a)(4)\]

   C. The contractor shall meet new meal patterns and nutrition standards as defined in the final rule for Nutrition Standards in the National School Lunch and School Breakfast Programs (7 CFR Parts 210 and 220). The contractor shall use food based menu planning for NSLP effective July 1, 2012 and for SBP effective July 1, 2013.
4. **Dietary Exceptions for Disability Reasons.** The CONTRACTOR must make substitutions in breakfasts, lunches, and/or afterschool snacks for students who are considered to have a disability (as defined under 7 CFR 15b.3) and whose disability restricts their diet. Substitutions must be made on a case by case basis only when supported by a signed written statement from a licensed physician. [7 CFR 210(g)(1), 7 CFR 220.8(d)(1)]

5. **Dietary Exceptions for Non-Disability Reasons.** The CONTRACTOR may make substitutions for students without disabilities who cannot consume the regular breakfast, lunch and/or afterschool snack because of medical or other special dietary needs. Substitutions must be made on a case by case basis only when supported by a signed written statement from a recognized medical authority. [7 CFR 210(g)(2), 7 CFR 220.8(d)(2), 7 CFR 225.16(f)(4)]

The CONTRACTOR may choose to offer a milk substitute for a non-disabled student with a medical or special dietary need. The product that is offered as part of the reimbursable meal must meet established nutrient standards. YCJJC must inform OSPI if any of its schools choose to offer fluid milk substitutes. YCJJC will need to accept either a written prescription from a recognized medical authority or a written note from a parent/guardian unless milk substitute is offered to all students. [7 CFR 210.10(g)(2)(i)]

6. **Environmental Protection Agency Compliance.** In performance of this contract, the CONTRACTOR shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 117389, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture (USDA) and US Environmental Protection Agency (EPA) Assistant Administrator for Enforcement. The CONTRACTOR agrees not to utilize a facility listed on the EPA’s “List of Violating Facilities.”

7. **Energy Policy and Conservation Act Compliance.** Both parties shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act, to be found at: [http://www.commerce.wa.gov/site/526/default.aspx](http://www.commerce.wa.gov/site/526/default.aspx).

8. **Debarment Certification.** The CONTRACTOR shall complete and submit to YCJJC the USDA Suspension and Debarment Certification. The YCJJC shall submit the certification to OSPI for review with the contract.

9. **Lobbying.** Pursuant to section 1352, Title 31, US Code, the CONTRACTOR shall complete and submit to the YCJJC a Certification Regarding Lobbying and a Disclosure of Lobbying Activities. The YCJJC shall submit the certification to OSPI for review with the contract.

10. **“Buy American” Provision.** Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP, SBP, or any of the Child Nutrition Programs in the contiguous United States with non-profit school food service account funds to purchase, to the maximum extent practicable, domestic commodities or products. The CONTRACTOR shall comply with this requirement.

**ARTICLE IV**

**MANAGEMENT AND PERSONNEL**

1. **Management Services.** CONTRACTOR shall provide all management, administrative, and dietetic services required for the efficient supervision and operation of the YCJJC’s Food Service Program. CONTRACTOR shall inform the YCJC prior to hiring senior management positions for the YCJJC’s Food Service Program. All persons to be hired as food service directors, assistant directors, and supervisors must be presented for the YCJJC’s evaluation and
approval. Noncompliance will be considered a breach of this contract. Résumés and work histories were included with the bid.

2. **Personnel Obligations.** The CONTRACTOR shall be responsible for employees on its payroll including, but not limited to, responsibility for recruitment, employment, promotion, payment of wages, pension benefits, layoffs, and termination. The CONTRACTOR shall comply with all related applicable laws and regulations. The CONTRACTOR shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security and unemployment taxes and worker's compensation costs and charges.

3. **Current Employees.** CONTRACTOR shall give first consideration to current employees of the YCJJC when hiring employees to provide services pursuant to this contract; but the CONTRACTOR shall not be obligated to hire such employees.

4. **Non-Management Employees.** All non-management food service employees are to be employees of the YCJJC. The CONTRACTOR manager(s) shall direct and supervise the food service employees.

5. **Equal Opportunity Employer.** Both parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in US Department of Labor Regulations. [7 CFR Part 3016.36(i)(3)]

6. **Work Hours.** CONTRACTOR and the YCJJC shall comply with Section 103 and 107 of the contract Work Hours and Safety Standards Act as set forth in 40 USC 327-330 and supplemented by US Department of Labor Regulations as set forth in 29 CFR Part 5. [7 CFR Part 3016(i)(6)]

7. **Emergency Devices.** All food service personnel assigned to the YCJJC shall be instructed on the use of all emergency switches and fire and safety devices in the Facility.

8. **Background Checks.** CONTRACTOR shall adhere to applicable state and federal regulations in screening prospective employees. CONTRACTOR shall comply with criminal background checks and fingerprint regulations required by law for all new hires, which shall include:
   1. A background investigation which shall include at a minimum:
      i. An arrest and current warrants and warrants records check.
      ii. References check.
      iii. Application verification.
      iv. Not have been convicted of a felony within five (5) years of application.
      v. Not have been convicted of a misdemeanor within two (2) years of application.
      vi. Individuals with convictions for violent felonies or delivery of controlled substances shall have their application reviewed and approved by the YCJJC Manager.
      vii. Not have any pending criminal charges.
      viii. Not have been released from community supervision, due to a criminal matter, within two years of application. Monetary supervision shall not be viewed as community supervision.

9. **Employee Behavior and Conduct.** CONTRACTOR shall enforce strict discipline and good order among their employees and other persons carrying out the services, including observance of the rules, regulations, and policy and procedures established by the YCJJC and Yakima County as reasonable and necessary for its operations,
including drug testing and smoking, tobacco, alcohol, parking, safety, weapons, and other rules governing the conduct of personnel on the premises. The CONTRACTOR shall ensure that all persons performing the work do not engage in inappropriate conduct or inappropriate contact with students or staff. CONTRACTOR shall remove from the work and work site any employee or other person who has engaged in such actions or who the YCJJC reasonably considers objectionable without change in the contract sum or contract time. Any objection raised by the YCJJC shall be made in writing.

10. **Criminal Record.** CONTRACTOR shall not utilize any employee on the premises or permit any contact between school children and any employee who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction. Failure to comply with these requirements is grounds for immediate termination of the contract for cause.

**ARTICLE V**

**INVENTORIES, FACILITIES, EQUIPMENT, AND MAINTENANCE**

1. **Small Wares.** The CONTRACTOR shall furnish the necessary small wares, including trays, dishes, glassware, flatware, serving utensils, and the like.

2. **Office Facilities.** The YCJJC shall provide, without cost to the CONTRACTOR, a suitable food staging area, for use by the CONTRACTOR in performance of this contract. The CONTRACTOR shall take reasonable care of the facilities and equipment, and shall return them to the YCJJC in good condition upon termination of this contract, ordinary wear and tear excepted. The food staging area and equipment shall be provided by the YCJJC only for the management staff employed to carry out school food service operations for the YCJJC. No office facilities or equipment shall be provided for CONTRACTOR regional or area managers or other CONTRACTOR corporate officers.

3. **Sanitation.** The CONTRACTOR shall be responsible for usual and customary cleaning and sanitization of the YCJJC’s food service area.

   A. The CONTRACTOR shall be responsible for housekeeping and sanitation in areas used by the CONTRACTOR for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.

   B. The CONTRACTOR shall be responsible for complying with all applicable federal, state, and municipal laws related to food preparation and sanitation and all rules and regulations promulgated thereunder. The YCJJC shall be responsible for compliance relating to structural and equipment matters.

   C. Contractor has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to YCJJC or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the “Hazardous Substances”) at the Facility or the surrounding premises. YCJJC will comply with all applicable federal, state, and local laws and
regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the YCJJC’s premises. YCJJC will inform Contractor of the presence of such Hazardous Substances and acknowledges that Contractor employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Contractor has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by YCJJC or a third party retained by YCJJC. In no case will any Contractor employee act in the capacity of a “Designated Person” (within the meaning of the Asbestos Hazard Emergency Response Act, “AHERA”), which duties remain solely with YCJJC.

D. Contractor will not be responsible for any conditions that existed in, on, or upon the Facility before the commencement date of this Agreement (“Pre-Existing Conditions”), including, without limitation, environmental impairments, and other conditions. Notwithstanding the general indemnity provision contained below in Article VII, Section 7, YCJJC shall indemnify and hold harmless Contractor, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facility or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facility, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of Contractor, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

4. **Condition of Contractors Facilities and Equipment.** The CONTRACTOR shall obtain and pay for necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this contract shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. CONTRACTOR shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and recordkeeping requirements. If at any time the CONTRACTOR is notified by an authorized government agency that the YCJJC’s premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the CONTRACTOR shall immediately inform the YCJJC of such notification.

5. **Transportation Equipment and Vehicles.** The Contractor shall provide transportation vehicles and equipment to be used in the delivery of meals to YCJJC. The CONTRACTOR shall be responsible for maintenance, fuel, insurance, and equipment for transportation.

6. **Food Staging Area:** The YCJJC shall make all necessary repairs, alterations, modifications, or replacements to correct any conditions of its premises or equipment which violate applicable building, sanitation, health, or safety laws, ordinances, rules or regulations.

**ARTICLE VI**

**FINANCIAL AND PAYMENT TERMS**

1. **Billing for Fixed Price Per Meal.** The parties have mutually agreed upon a fixed price (Per proposed OPTION 1 of the RFP) of $____ for each meal and meal equivalent $____ for snacks, provided by the CONTRACTOR. Per meal
prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by the percentage of change in the Consumer Price Index for All Urban Consumers.

2. Meal Equivalent Defined. For fixed price per meal purposes, the number of meal equivalents shall be determined by dividing the total of all food sales except reimbursable meal and snack sales (including meals and snacks, and any other function sales) by the current USDA free lunch meal reimbursement rate plus the USDA donated foods value.
   A. For reimbursable meal and snack sales, meal equivalent lunches are calculated using the following conversion rates, which meet the National Food Services Management Institute requirements:
      i. The number of lunches served.
      ii. Breakfasts are converted to equivalent lunches by dividing the number of breakfasts served by 1.50.
      iii. Snacks are converted to equivalent lunches by dividing the numbers of snacks served by three.

3. Billings to YCJC. No sales tax applies to CONTRACTOR invoices for managing the food service operation of the YCJC.

4. Invoice Due Date. Invoices submitted to the YCJC by the CONTRACTOR by the 5th day of the month will be paid Net 30. The YCJC shall pay all amounts Net 30. If the YCJC does not make a payment when due, the CONTRACTOR may charge interest up to one percent (1%) per month on the past due receivable as allowed by state law (RCW 39.76.011). However, the YCJC may not pay interest with funds from the nonprofit school food service account funds, pursuant to 7 CFR 210.16(c).

5. Taxes. If during the term of this contract any taxes are added or deleted, or there is a revision of an existing law or regulation such that the responsibility for any tax is shifted or altered, any of which results in increased or decreased costs to the CONTRACTOR, then the financial terms of this contract shall be adjusted to reflect the cost change retroactive to the commencement of the change. The obligations described in this paragraph shall survive any termination of this contract, and will continue until the applicable statute of limitations, including legal extensions, has expired. Both parties shall indemnify each other against any:
   A. Liability or assessment, including related interest and penalties, resulting from a tax responsibility of the indemnifying party.
   B. Reasonable collection expense, attorney’s fees, and costs incurred in connection with the collection of any such amount from the indemnifying party.

Nothing herein is intended to absolve the CONTRACTOR from payment of taxes.

6. Documents to YCJC. The CONTRACTOR shall submit the following supporting documents to the YCJC monthly:
   A. Daily meal counts in order to meet claim deadlines.
   B. Special Diets to include number and type of diet.
   C. Daily menu production records.
   D. Monthly summary of revenues from other sales.
   E. Monthly operating statements to the YCJC by the 5th of the next month. This statement shall reflect all activity for the previous calendar month.
7. **Inspection of Books and Records.** The books and records of the CONTRACTOR pertaining to operations under this contract shall be available to representatives of the YCJJC, OSPI, USDA, and the US General Accounting Office at any reasonable time and place.

8. **Renegotiation of Financial Terms.** The renegotiation of price terms under this contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of the parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract are based, then those price terms so affected may be renegotiated by the parties. Renegotiation of price terms under such conditions must be mutual, and any changes in price terms must be agreed upon by both parties. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the contract. If the renegotiation exceeds twenty percent (20%) of the original contract value, the contract must be re-bid.

**ARTICLE VII**

**GENERAL TERMS AND CONDITIONS**

1. **Compliance with Law.** The CONTRACTOR shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county and city governments, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations. The CONTRACTOR shall comply with all requirements of the National School Lunch Program, the School Breakfast Program, and shall procure and maintain all necessary licenses and permits. The CONTRACTOR shall conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 245, 250 and FNS instructions and policies.

2. **Recovery of Overclaims.** CONTRACTOR shall pay the YCJJC any overclaims assessed by OSPI due to CONTRACTOR negligence or noncompliance with regulations, including those overclaims based on review or audit findings.

3. **Spoiled Meals.** No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the YCJJC, or do not otherwise meet the requirements of this contract. [7 CFR 210.16(c)(3)] No deduction in payment shall be made by the YCJJC unless the YCJJC notifies the CONTRACTOR in writing within forty-eight (48) hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.

4. **Record Keeping.** The CONTRACTOR shall make available, as required by state and federal regulations, all facilities, books, and records pertaining to food service operations available for onsite review by the YCJJC, OSPI, the Washington State Auditor, the USDA, and the Comptroller General, or their duly authorized representatives, to ensure compliance with program requirements and the management and use of USDA donated foods. The CONTRACTOR shall maintain such records, for a period of not less than three (3) years after submission of the final claim for reimbursement for the fiscal year, as are needed by the YCJJC to support its claims for federal and state reimbursements. [7 CFR 210.16(c)(1), 7 CFR 210.23(c)]
A. **Comprehensive Insurance.** The CONTRACTOR shall obtain and keep in force during this contract, for the protection of the YCJJC and the CONTRACTOR, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of no less than one million dollars ($1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the CONTRACTOR under this contract. The CONTRACTOR shall deliver to the YCJJC a certificate evidencing such policies and coverage within thirty (30) days after the execution of this contract by the parties. Contractor’s General Liability and Auto Liability policies are non-cancellable. The policies for one million dollars ($1,000,000) coverage shall also include the YCJJC as an Additional Insured, but only with respect to operations of the CONTRACTOR under this contract. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.

5. **Vendor’s Waiver of Employer’s Immunity under Title 51 RCW**
   
i. Vendor intends that its obligations to indemnify, defend, and hold harmless set forth shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington’s Industrial Insurance Act. Accordingly, the Vendor specifically assumes all potential liability for actions brought by employees of the Vendor against Yakima and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Vendor’s obligations to indemnify, defend, and hold harmless set forth, the Vendor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Vendor shall similarly require that any subcontractor it retains in connection with its performance of the Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

6. **Waiver of Insurance Subrogation.** Absent negligence of either party, neither party has any obligation or responsibility for loss or damage to the other’s real or personal property that is caused by fire, extended coverage perils, vandalism, or malicious mischief.

7. **Indemnity.** Unless otherwise expressly provided, both parties shall defend, indemnify, and hold each other harmless from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney’s fees incurred, which arise by reasons of the negligent act or omission of the indemnifying party, its agents, or its employees in the performance of its obligations under this contract. However, it is expressly understood that Contractor shall not be responsible for damages, injuries, losses or claims caused by juvenile offenders.

8. **Damages:** Notwithstanding anything to the contrary contained in this Contract, in no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

9. **Trade Secrets.** During the term of this contract, all CONTRACTOR’s confidential or proprietary, including, but not limited to, recipes, surveys and studies, management guidelines, operating manuals, and similar documents
regularly used in the operation of the CONTRACTOR’s business shall be treated as confidential by the YCJJC, and the YCJJC shall exercise the same level of care in maintaining the confidences of the CONTRACTOR as it would employ in maintaining its own confidences. All recipes, files, records, compilations, manuals, and similar items shall remain the exclusive property of the CONTRACTOR and shall be returned to the CONTRACTOR immediately upon termination of this contract. The YCJJC shall have no right to the use trademarks, service marks, copyrights, or trade names of the CONTRACTOR following termination of this contract. In the event of a public records request, Yakima County will not assert a trade secret exemption for the Contractor, but will give the Contractor notice that they have received such a public records request. Nothing in this section prohibits the federal government’s rights of reproduction or distribution for any material developed with nonprofit school food service account funds or for any materials in which the CONTRACTOR purchases an ownership interest.

10. **Assignment.** This contract may not be assigned by either party, in whole or in part, without the written dated consent of the other party except that 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.

11. **Governance.** This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this contract shall be construed to conform to those laws.

12. **Discrimination.** In accordance with Federal law and USDA policy, the CONTRACTOR and the YCJJC are prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability. [AD-475C] Further, the Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, veteran status, political affiliation, religious belief, or the presence of any sensory, mental or physical disability in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

13. **Notice.** Any notice or communication required or permitted under this contract shall be dated, in writing, and shall be served personally or sent by US registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

**Notices to the YCJJC:**

Sue Ownby, Purchasing Manager  
129 North 2nd Street  
Yakima, WA 98901

**Notices to the CONTRACTOR:**

Other persons or places may also be designated, in writing, by either of the parties, during the term of this contract. Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the US mail.
14. **Catastrophe.** With the exception of payment obligations for prior performance under this contract, neither party shall be liable for the failure to perform their respective obligations under this contract when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or other like causes beyond the reasonable control of the party, nor for any real or personal property destroyed or damaged due to such causes. The CONTRACTOR shall resume food service operations as soon as possible.

15. **Best Commercial Practices.** Any silence, absence, or omission from the contract specifications concerning any point must be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of quality that would normally be specified by the YCJC is to be used.

16. **Authority of Signators.** Each of the parties represents that the persons whose signatures appear on their behalf at the end of this contract have the authority to enter into and do bind them by this contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the dates written below:

BOARD OF YAKIMA COUNTY COMMISSIONERS

By: ____________________________  ____________________________

(Agreement name & number)

DONE this _____ day of _________________ 2017

BOARD OF YAKIMA COUNTY COMMISSIONERS

____________________________

J. Rand Elliott, Chairman

____________________________

Ron Anderson, Commissioner

____________________________

Attest: Tiera L. Girard

Clerk of the Board

Michael D. Leita, Commissioner

*Constituting the Board of County Commissioners*
Approved as to form:

____________________________________

Deputy Prosecuting Attorney
X. PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _________________ as Principal, and _________________ a corporation organized and existing under the laws of the State of _____________ as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Vendors with municipal corporations, as surety, are jointly and severally held and firmly bound to YAKIMA COUNTY in the penal sum of $ _____________ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of YAKIMA COUNTY.

DATED at Yakima, Washington, this ______ day of ______, 20____.

Nevertheless, the conditions of the above obligations are such that:

WHEREAS, pursuant to action taken by the Board of County Commissioners on ________, 20____., the Board of County Commissioners and Clerk of the Board of YAKIMA COUNTY has let or is about to let to the said _________________, a certain contract, the said contract being numbered _________________ and providing for _________________ (which contract is referred to herein and is made a part hereof as though attached hereto), and,

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _________________ shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or with such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, sub-Vendors and material men, and all persons who shall supply said principal of sub-Vendors with provisions and supplies for the carrying on of said work, and shall hold said YAKIMA COUNTY harmless from any loss or damage occasioned to any person or shall supply said principal or sub-Vendors with provisions and supplies for the carrying on of said work, and shall hold said YAKIMA COUNTY, its officers, employees and agents, harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal, or any sub-Vendor in the performance of said work, and shall indemnify and hold YAKIMA COUNTY, its officers, employees and agents, harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by YAKIMA COUNTY, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

____________________________________

____________________________________

____________________________________

Approved:
____________________________________
XI. VENDOR QUESTIONNAIRE

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Proposer to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Proposal. **Failure to submit this form fully complete, may result in disqualification of Proposal.**

<table>
<thead>
<tr>
<th>VENDOR INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Proposer's Legal Name:</strong></td>
</tr>
<tr>
<td><strong>Company's dba:</strong> (if applicable)</td>
</tr>
<tr>
<td><strong>CEO/President Name:</strong></td>
</tr>
<tr>
<td><strong>Business License No.</strong></td>
</tr>
<tr>
<td><strong>Phone</strong> ( )</td>
</tr>
<tr>
<td><strong>FAX</strong> ( )</td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td><strong>City</strong></td>
</tr>
<tr>
<td><strong>Physical Address</strong></td>
</tr>
<tr>
<td><strong>City</strong></td>
</tr>
</tbody>
</table>

**Name the person to contact for questions concerning this proposal.**

<table>
<thead>
<tr>
<th>Name</th>
<th><strong>Title</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phone</strong> ( )</td>
<td><strong>Toll Free Phone</strong> ( )</td>
</tr>
<tr>
<td><strong>FAX</strong> ( )</td>
<td><strong>E-Mail Address</strong></td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
<td></td>
</tr>
<tr>
<td><strong>City</strong></td>
<td><strong>State</strong></td>
</tr>
<tr>
<td><strong>Physical Address</strong></td>
<td></td>
</tr>
<tr>
<td><strong>City</strong></td>
<td><strong>State</strong></td>
</tr>
</tbody>
</table>
**OWNERSHIP**

Is your firm a subsidiary, parent, holding company, or affiliate of another firm?  
Yes: ________  No: ________  
*Please explain:*  
______________________________________________________________________________  
______________________________________________________________________________  

**FINANCIAL RESOURCES AND RESPONSIBILITY**

Within the previous five years, has your firm been the debtor of a bankruptcy?  
Yes: ________  No: ________  
*Please explain:*  
______________________________________________________________________________  

Is your firm in the process of or in negotiations toward being sold?  
Yes: ________  No: ________  
*Please explain:*  
______________________________________________________________________________  

Within the previous five years, has your firm been debarred from contracting with any local, state, or federal government contract?  
Yes: ________  No: ________  
*Please explain:*  
______________________________________________________________________________  

Within the previous five years, has your firm been determined to be a non RESPONSIBLE bidder for a proposal for any government contract?  
Yes: ________  No: ________  
*Please explain:*  
______________________________________________________________________________  

Within the previous five years, has a governmental or private entity terminated your firm’s contract prior to contract completion?  
Yes: ________  No: ________  
*Please explain:*  
______________________________________________________________________________  

Within the previous five years, has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?  
Yes: ________  No: ________  
*Please explain:*  
______________________________________________________________________________
DISPUTES

Within the previous five years, has your firm been the defendant in court on a matter related to any of the following?

- Payment to subcontractors?  
  Yes: ______  No: ______

  Please explain ____________________________________________

- Work performance on a contract?  
  Yes: ______  No: ______

  Please explain ____________________________________________

Does your firm have any outstanding judgments pending against it?  
Yes: ______  No: ______

  Please explain ____________________________________________

Within the previous five years, has your firm been assessed liquidated damages on a contract?  
Yes: ______  No: ______

  Please explain ____________________________________________

Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the county?  
Yes: ______  No: ______

  Please explain ____________________________________________

COMPLIANCE

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity?  
This does not include owners of stock if your firm is a publicly traded corporation.  
Yes: ______  No: ______

  Please explain ____________________________________________

License(s) are required to perform the services sought by this solicitation.  Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?  
Yes: ______  No: ______
BUSINESS INTEGRITY

Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?   
Yes:   No:   

Please explain

________________________________________________________________________

Within the previous five years, has a governmental entity or public utility determined your firm made a false claim or material misrepresentation?   
Yes:   No:   

Please explain

________________________________________________________________________

Within the previous five years, has your firm or any of its owners, partners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery?  *This does not include Owners of stock if your firm is a publicly traded corporation.*  
Yes:   No:   

Please explain

________________________________________________________________________
XII. PROPOSER REFERENCES

1) Company Name ______________________________________________________________

Address (include Zip + 4) _____________________________________________________________

Contact Person ___________________________ Phone No. ____________________________

Describe experience with reference

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

2) Company Name ______________________________________________________________

Address (include Zip + 4) _____________________________________________________________

Contact Person ___________________________ Phone No. ____________________________

Describe experience with reference

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

3) Company Name ______________________________________________________________

Address (include Zip + 4) _____________________________________________________________

Contact Person ___________________________ Phone No. ____________________________

Describe experience with reference

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________
### SCHEDULE A – Food Services

#### Section 1 - Meal Cost for Main Jail, Annex and Correctional Center:

<table>
<thead>
<tr>
<th></th>
<th>Cost Per Meal</th>
<th>Through</th>
<th>Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
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<td>$</td>
<td>2400</td>
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<td>2450</td>
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<td>2800</td>
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<td>$</td>
<td>2950</td>
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</tr>
<tr>
<td>$</td>
<td>3000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Section 2 - Meal cost for Juvenile Justice Center

To provide food service of three meals per day, seven days per week, twelve months per year for inmates and staff at the Juvenile Justice Center which is located at 1711 Englewood Avenue, Yakima Washington.

<table>
<thead>
<tr>
<th></th>
<th>Cost Per Meal</th>
<th>Through</th>
<th>Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$</td>
<td>25</td>
<td></td>
<td></td>
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<tr>
<td>$</td>
<td>35</td>
<td></td>
<td></td>
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<tr>
<td>$</td>
<td>45</td>
<td></td>
<td></td>
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<tr>
<td>$</td>
<td>55</td>
<td></td>
<td></td>
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<td>$</td>
<td>65</td>
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<td></td>
</tr>
<tr>
<td>$</td>
<td>75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$</td>
<td>85</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE B – COMMISSARY SERVICE

COST FORM - RFP No. C11701-P

COMMISSION RATE

Commission rate on Net Sales shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted without the approval of the Director or his designee. The bid with the highest estimated grand total for 5 years will receive the highest score in the evaluation cost.

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate % Year 1</th>
<th>Rate % Year 2</th>
<th>Rate % Year 3</th>
<th>Rate % Year 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commission Rate on *Net Sales for Commissary Products</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Net Sales = Total vendor gross sales based on quoted prices on Exhibit B-1 without sales tax.

Totals below should equal the totals for each category in Exhibit B-1

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>Estimated Total Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Candy</td>
<td>$</td>
</tr>
<tr>
<td>2. Snack Items</td>
<td>$</td>
</tr>
<tr>
<td>3. Inmate Worker Items</td>
<td>$</td>
</tr>
<tr>
<td>4. General Merchandise</td>
<td>$</td>
</tr>
</tbody>
</table>

Estimated Grand Total for 5 Years (1+2+3+4) $
Vendor will be required to provide the items below or a reasonable alternative to the inmates. Use the table at the end of each category to calculate estimated commission amounts. Transfer the table totals to Exhibit B, Bid Form.

<table>
<thead>
<tr>
<th>Description</th>
<th>Weight</th>
<th>Current Price</th>
<th>Alternatives Description</th>
<th>Alternative Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUTTERFINGER BAR</td>
<td>1.9oz</td>
<td>$1.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BTRSCOTCH BUTTONS</td>
<td>4.5oz</td>
<td>$1.49</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOLLY RANCHER</td>
<td>4oz</td>
<td>$1.49</td>
<td></td>
<td></td>
</tr>
<tr>
<td>M&amp;M PEANUT</td>
<td>1.74oz</td>
<td>$1.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MILKY WAY BAR</td>
<td>1.84oz</td>
<td>$1.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SKITTLES</td>
<td>17oz</td>
<td>$1.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SNICKERS BAR</td>
<td>1.86oz</td>
<td>$1.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STARLIGHT MINTS</td>
<td>4.5oz</td>
<td>$1.49</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SF HARD CANDY</td>
<td>2oz</td>
<td>$1.49</td>
<td></td>
<td></td>
</tr>
<tr>
<td>KIT KAT BAR</td>
<td>1.5oz</td>
<td>$1.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HERSHEY ALMOND</td>
<td>1.45oz</td>
<td>$1.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHOC PNUT DBL DIP</td>
<td>5oz</td>
<td>$2.89</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOUR BALLS</td>
<td>4.5oz</td>
<td>$1.49</td>
<td></td>
<td></td>
</tr>
<tr>
<td>REESES FAST BREAK</td>
<td>1.8oz</td>
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Average Candy Price: $1.47
<table>
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<th>(C) Estimated Total Sales (A x B)</th>
<th>(D) Commission Rate %</th>
<th>Commission Amount (C x D)</th>
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Estimated Total Candy Commission for Five Years

RFP No. C-11701-P

Price Sheet for Snack Items (2)

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<th>Description</th>
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<th>Alternatives Description</th>
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<td>SOUP BEEF</td>
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<td>SOUP CHICKEN</td>
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<td>CHEETOS JALAPENO</td>
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<td>FRITOS CHILI CHEESE</td>
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**Average Snack Item Price**  $1.54

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<th>(B) Average Price</th>
<th>(C) Estimated Total Sales ( =A x B )</th>
<th>(D) Commission Rate %</th>
<th>Commission Amount ( =C x D )</th>
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<td>%</td>
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**Estimated Total Snack Commission for Five Years**  $
### RFP No. C-11701-P

#### Price Sheet – other (3)

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<td>CREAMER 10PK</td>
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<td>$0.19</td>
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<td>ORANGE COOL OFF</td>
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3. **Estimate** | (A) | (B) | (C) Estimated | (D) Commissio | Commission
<table>
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<tr>
<th>Items</th>
<th>d Quantity</th>
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<th>Total Sales ( =A x B )</th>
<th>n Rate %</th>
<th>Amount ( =C x D )</th>
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Estimated Total Pastries Commission for Five Years $
## Price Sheet for General Merchandise (4)

<table>
<thead>
<tr>
<th>Description</th>
<th>Weight</th>
<th>Current Price</th>
<th>Alternatives Description</th>
<th>Alternative Price</th>
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<tr>
<td><strong>General Merchandise</strong></td>
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<tr>
<td><strong>Stationery &amp; Misc Items</strong></td>
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<tr>
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<td>T-Shirt (M, L,XL,2XL, 3XL, 4XL)</td>
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<tr>
<td>Shoes (SZ 7,8,9,10,11,12)</td>
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<tr>
<td>Shower shoes (SM, MED, LGR)</td>
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Average General Merchandise Price $2.63

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<tr>
<th>Year</th>
<th>(A) Estimated Quantity</th>
<th>(B) Average Price</th>
<th>(C) Estimated Total Sales ( =A x B )</th>
<th>(D) Commission Rate %</th>
<th>Commission Amount ( =C x D )</th>
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Estimated Total General Merchandise Commission for Five Years

88 -- 4/14/2017