

## **MEMORANDUM**

Agenda Item No. 8(P)(2)

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**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** October 21, 2025

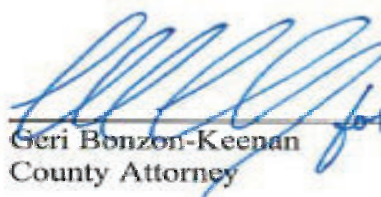
**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving award of Contract No. EVN0000173, Inmate Meal Service Program, to CSS-Summit Premier Joint Venture in the amount of \$327,946,224.00 for a five-year term with two, five-year options to renew for the Miami-Dade Corrections and Rehabilitation Department; and authorizing the County Mayor to execute the agreement and exercise all provisions of the contract, including any cancellation, renewals, or extensions, pursuant to section 2-8.1 of the Code and Implementing Order 3-38

Resolution No. R-1028-25

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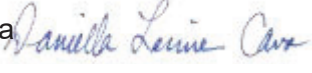
The accompanying resolution was prepared by the Strategic Procurement Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.

  
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Geri Bonzon-Keenan  
County Attorney

GBK/ks

**Date:** October 21, 2025

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava   
Mayor

**Subject:** Recommendation to Award a Contract for Inmate Meal Service Program

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### **Summary**

This item is for the purchase of meal preparation and delivery services and a food service training program for Miami-Dade Corrections and Rehabilitation Department (MDCR). The contract will provide for daily meal services for approximately 4,700 inmates and a training program designed to equip inmates with the necessary skills needed to work in the food service industry. Additionally, this contract will allow for availability of meals for purchase by MDCR staff at the correctional facilities.

Shifting inmate meal preparation to a vendor will eliminate reliance on inmate workers for food preparation and the required supervision by correctional staff which will be redeployed into other operational areas. This, along with other efficiencies, will result in significant cost savings. In the first year of the contract (Year 1), the potential contractual savings ranges between \$6.2 million to \$9.1 million, based on comparing costs associated with meal preparation utilizing in-house staff today with contracting out such operations to a third party. However, the net budgetary savings, is estimated to be lower than the contractual savings, at \$5.2 million after the first year, as the sworn officers currently supervising the inmate workers will be redeployed throughout the department. Approval of this contract will enable MDCR to continue delivering substantial, nutritious meals in accordance with the Florida Model Jail Standards (FMJS).

This contract will ensure the continued provision of daily meal services for inmates, including the on-site and off-site production and delivery of meals, as well as the operation and management of MDCR kitchen facilities and staff, including a contingency plan for emergency situations. The contract also provides for the implementation of a food service training program designed to equip inmates with marketable skills for employment upon release.

### **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0000173, Inmate Meal Service Program*, to CSS-Summit Premier Joint Venture in the amount of \$327,946,224 for a five-year term, with two, five-year options to renew for MDCR.

### **Background**

MDCR is responsible for the care, custody, and control of the County's inmate population, which includes serving three meals per day to inmates in their correctional facilities. Through its Food Service Bureau (FSB), MDCR manages the purchase of food preparation items, operates kitchens, prepares and packages meals, and delivers approximately 15,000 meals daily to various correctional facilities across Miami-Dade County, serving an average inmate population of 4,700. Meal preparation takes place at the Turner Guilford Knight Center and is then distributed to the other facilities. The FSB is currently facing significant operational challenges, including staff shortages, reliance on sworn officer overtime, aging equipment, and limited storage capacity, making it increasingly difficult to sustain in-house meal services. Transitioning from internal food preparation allows the County to reduce labor costs, lower overhead, and mitigate staff shortages. Additionally, the vendor community offers more efficient supply

chains and inventory systems, helping minimize service disruptions and better manage staffing through established recruitment practices.

A Request for Proposals was issued under full and open competition on October 3, 2022. By the closing date of February 28, 2023, the County received four proposals from three vendors which included both a primary and alternate proposal from Trinity Services Group, Inc. Upon review of the proposals received, the County identified potential responsiveness issues, and all proposals were forwarded to the County Attorney's Office (CAO) for a responsiveness determination. Multiple meetings were held to review the proposals and assess if any proposed exceptions would render a proposal non-responsive. While no proposal was deemed non-responsive, the proposal submitted by A Gentle Hand Geriatric Services, LLC was not evaluated for failure to attend the mandatory pre-proposal conference.

Due to scheduling conflicts and the formation of a new Competitive Selection Committee, the initial kick-off meeting was conducted on July 27, 2023, with a second kick-off meeting taking place on August 4, 2023. The first evaluation meeting occurred on September 18, 2023, followed by oral presentations from the two remaining vendors, Trinity Services Group, Inc. and CSS-Summit Premier Joint Venture. Final scoring was completed on October 3, 2023. The Selection Committee Coordinator's Report is attached. Following issuance of the Coordinator's Report, the County received multiple objections from both Trinity Services Group, Inc. and CSS-Summit Premier Joint Venture, all of which were thoroughly reviewed and investigated. Due to additional scheduling conflicts, the County began negotiations with the highest ranked proposer, Trinity Services Group, Inc. on January 11, 2024. Negotiations were conducted for over a year but ultimately terminated on February 7, 2025, after both parties failed to reach an agreement that aligned with the original solicitation terms. On the same day, the County invited the second-highest ranked proposer, CSS-Summit Premier Joint Venture, to enter negotiations, which concluded successfully on July 3, 2025.

Meals will primarily be prepared on-site and delivered to the various correctional facilities within Miami-Dade County for distribution to the inmate population. In emergencies, such as lockdowns or natural disasters, the vendor will be able to prepare initial meals on-site without reliance on external power sources. Should the emergency persist, the vendor will utilize its off-site facility to maintain ongoing meal production.

The food service training program will incorporate the ServSafe curriculum, hands-on instruction, and resources to support job placement following release. Additionally, the contract includes a vendor investment of \$180,000 to renovate the officer dining areas and offers MDCR staff multiple meal options for breakfast, lunch, and dinner. To ensure the vendor meets all contractual obligations, a performance bond will be provided at the outset of contract execution.

In support of Miami-Dade County's certified Small Business Enterprise (SBE) program, the vendor has committed \$5,037,000 annually to purchase products and supplies related to food service delivery from SBEs. While substitutions of SBEs or related products may occur throughout the contract term, this funding commitment will remain allocated to ensure continued SBE participation. The vendor will also prioritize the purchase of seasonal and locally produced items, such as fresh produce, whenever feasible, to help support the local economy.

The vendor has also committed to adhere to sustainable practices. As part of this contract, the vendor will use environmentally responsible cleaning and sanitizing products designed to minimize plastic packaging waste and promote water conservation. Additionally, the vendor will maintain the use of compostable trays and packaging, consistent with MDCR's current sustainability efforts. The contract includes annual price adjustment based on the Consumer Price Index and Living Wage.

To ensure no County employee is adversely impacted by this transition, current MDCR food service staff will be integrated into the vendor's operations. These employees will continue performing meal preparation and related duties under the vendor's supervision. As these employees leave County employment service, the vendor will replace them with its own personnel.

This contract will result in substantial savings to the County. The current annual meal preparation cost to the County is approximately \$27 million. This cost includes personnel salaries, benefits, overtime and purchase of all food items, equipment maintenance, groceries, trays, etc. Under the proposed contract, the County will pay the vendor approximately \$19.7 million and the vendor will reimburse approximately \$2.875 million to the County for County staff salaries and benefits. As County staff departs from service, the vendor payment to the County for staff salaries and benefits will be reduced accordingly. Once all of the staff members separate from service, there will be no reimbursement to the County.

Assuming all staff members stay with the County in Year 1, the net savings to the County is estimated to be \$9.1 million. If there are no County staff members in meal preparation under this contract in Year 1, the net savings to the County will be \$6.2 million. These savings are calculated by comparing costs associated with meal preparation utilizing in-house staff today with contracting out such operations to a third party. However, these savings cannot be simply factored in as budgetary savings because the sworn officers will be redeployed in other areas of MDCR operations thereby reducing overhead costs.

#### **Scope**

The scope of this item is countywide in nature.

#### **Fiscal Impact/Funding Source**

The fiscal impact for the initial five-year term is \$109,315,408 and includes a 10% contingency for price adjustments allowed in the contract. The reimbursement amount for utilization of County staff is not included in this amount. Should the County choose to exercise, at its sole discretion, the two, five-year options to renew, the estimated cumulative value will be \$327,946,224. The potential annual savings resulting from this contract ranges between \$6.2 million to \$9.1 million depending on the number of County staff working under the vendor's contract. The net budgetary savings for Year 1 of the contract are estimated at \$5.2 million.

| Department   | Allocation           | Funding Source | Budgeted                                                                                                | Contract Manager |
|--------------|----------------------|----------------|---------------------------------------------------------------------------------------------------------|------------------|
| MDCR         | \$327,946,224        | General Fund   | FY 2025-2026 Proposed Budget, Volume II, Corrections and Rehabilitation, Page 52, Other Operating Costs | Max Praschnik    |
| <b>Total</b> | <b>\$327,946,224</b> |                |                                                                                                         |                  |

#### **Track Record/Monitor**

Christopher Grant-Henriques of the Strategic Procurement Department (SPD) is the Procurement Division Director.

#### **Delegated Authority**

If this item is approved, the County Mayor or County Mayor's designee will have the authority to execute the agreement and exercise all provisions of the contract, including any cancellation, renewals, or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.



**Vendor Recommended for Award**

| Vendor                             | Principal Address                                   | Local Address | Number of Employee Residents    | Principal      |
|------------------------------------|-----------------------------------------------------|---------------|---------------------------------|----------------|
|                                    |                                                     |               | 1) Miami-Dade<br>2) Percentage* |                |
| CSS-Summit Premier Joint Venture** | 9250 W. Flagler Street, Suite No. 1428<br>Miami, FL | Same          | 36                              | Marlin Sejnoha |
|                                    |                                                     |               | 1%                              |                |

\*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

\*\*This Joint Venture consists of CBM Premier Management, LLC.; Concession Service Systems, Inc.; and Summit Food Service, LLC.

**Vendors Not Recommended for Award**

| Vendor                                | Local Address | Reason for Not Recommending                                                        |
|---------------------------------------|---------------|------------------------------------------------------------------------------------|
| A Gentle Hand Geriatric Services, LLC | Yes           | Proposal not evaluated due to failure to attend mandatory pre-proposal conference. |
| Trinity Services Group, Inc.          | Yes           | Negotiations terminated due to impasse.                                            |

**Due Diligence**

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. Staff found litigation history for CBM Premier Management, LLC.; Concession Service Systems, Inc.; and Summit Food Service, LLC.; however, this litigation history does not impact the vendors' responsibility or ability to perform under this contract.

Pursuant to Resolution No. R-252-25, efforts were made to explore potential piggybacking opportunities for these services. Due to the unique requirement of County employee retention and incorporation and the priority placed on small and local participation, no comparable competitive contracts were identified as accessible.

**Applicability of Ordinances and Contract Measures**

- The User Access Program applies.
- The SBE Selection Factor and Local Preference applied.
- The Living Wage Ordinance applies.

Attachment



James Reyes  
Chief Public Safety Officer

# Memorandum



**Date:** November 27, 2023

**To:** Namita Uppal, C.P.M.  
Director and Chief Procurement Officer  
Strategic Procurement Department

**Thru:** Lydia Osborne, Ph.D., CPPO, CPPB, NIGP-CPP  
Assistant Director

**From:** Christopher Grant-Henriques *Christopher Grant-Henriques*  
Selection Committee Coordinator

**Subject:** Report of Competitive Selection Committee for RFP No.EVN0000173, Inmate Meal Services Program

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The Strategic Procurement Department (SPD) issued a competitive Request for Proposals (RFP) on October 3, 2022, on behalf of the Corrections and Rehabilitation Department (MDCR), to obtain proposals from qualified firms to provide meal services and a food service training program to their inmate population. The County anticipates awarding a contract for a five-year term, with two, five-year options to renew.

On February 28, 2023, four proposals were received in response to the solicitation; one proposal was received from CSS Summit Premier Joint Venture (CSS JV), two proposals (primary and alternate) received from Trinity Services Group, Inc. (Trinity), and one proposal was received from A Gentle Hand Geriatric Services. The solicitation required all proposers to attend a mandatory pre-proposal conference and site visit to be considered. A Gentle Hand Geriatric Services did not attend the mandatory conference or site visit and SPD reached out to the County Attorney's Office (CAO) to determine if A Gentle Hand Geriatric Services' proposal was responsive. CAO opined that although it was a matter of responsibility, since the solicitation provides attendance at the pre-proposal conference to be mandatory, the County was without discretion to waive this requirement. Consequently, A Gentle Hand Geriatric Services' proposal was not evaluated.

The original Competitive Selection Committee (Committee) appointed on December 1, 2022 was replaced with a new Committee on July 6, 2023. The replacement Committee is comprised of subject matter experts within the County and Jackson Health Systems. The Committee has completed the evaluation of the three responsive proposals following the guidelines published in the solicitation.

**Competitive Selection Committee meeting dates:**

July 27, 2023 (Kick-off Meeting)

August 4, 2023 (Second Kick-off Meeting)

September 18, 2023 (Evaluation Meeting and Scoring)

October 3, 2023 (Oral Presentations, Scoring and Recommendation)

**Verification of compliance with contract measures:**

A Small Business Enterprise Selection Factor was assigned to this solicitation. CSS JV qualified for a 5% Selection Factor.

**Verification of compliance with minimum qualification requirements and responsiveness:**

The solicitation had minimum qualification requirements which were reviewed by the Selection Committee Coordinator and MDCR staff. Both proposers, CSS JV and Trinity, met the requirements.

During the process, staff received three letters from both proposers claiming issues with each other's proposal. CSS JV's letters stated that Trinity's proposals were non-responsive as the proposals did not

meet the 2,500 caloric requirement and the meal price offered was based off of a scaled pricing model, as introduced during oral presentations, which was not allowed in the solicitation. Trinity's letter stated that CSS JV did not qualify for local preference and called into question the small business certification status of Concession Service Systems, a party of the joint venture agreement. The letters were reviewed and investigated, including verification of Concession Service System's certified small business status with the Office of Small Business Development, CSS JV and Trinity's local business tax searches via tax collector website, and a review of Trinity's past and current contracts. All proposals were forwarded to the County Attorney's Office (CAO) for review and responsiveness determination; no issues were identified.

#### **Local Certified Veteran's Business Enterprise Preference:**

Veteran's Preference was considered. None of the proposers qualified for the preference.

#### **Office of the Inspector General (OIG) and/or Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):**

Staff submitted a request to OIG and COE on March 1, 2023. A response was received on the same day and no report or findings associated with the proposers.

#### **Summary of scores:**

Price proposals were reviewed in conjunction with the technical proposals. The preliminary scores are as follows:

#### **Pre-Oral Presentations**

| <b>Proposer</b>                          | <b>Technical Score</b><br>(max. 8500) | <b>Selection Factor Score</b><br>(max. 850) | <b>Price Score</b><br>(max. 1500) | <b>Total Combined Score</b><br>(max. 10850) | <b>Price/Cost Submitted</b><br>(Price per meal*) |
|------------------------------------------|---------------------------------------|---------------------------------------------|-----------------------------------|---------------------------------------------|--------------------------------------------------|
| Trinity Services Group, Inc. (Alternate) | 7190                                  | -                                           | 1440                              | 8630                                        | \$2.85                                           |
| Trinity Services Group, Inc. (Primary)   | 7190                                  | -                                           | 1410                              | 8600                                        | \$2.94                                           |
| CSS Summit Premier Joint Venture         | 6845                                  | 342.25                                      | 1285                              | 8472.25                                     | \$2.93                                           |

\*Prices shown above are for General Population meals, including breakfast, lunch, and dinner. Prices for Boot Camp, Faith Based, Therapeutic, and Staff Meals were also submitted but are not shown on the table.

During the evaluation of proposals, SPD staff noted that the scores of Committee members varied in excess of 33% of the average score by all Committee members for several criteria. Variances occurred in the three proposals being evaluated as follows: CSS Summit Premier Joint Venture showed variances for three of the criteria, *Proposer's hiring, training, and retention plans and procedures, including wage structure and benefits and plan to incorporate current County staff, Proposer's food service training program for inmates, and Small and Local Business utilization*; Trinity Services Group, Inc. (Primary) and Trinity Services Group, Inc. (Alternate) each showed score variances for one of the criteria, *Small and Local Business utilization*. The Committee was instructed to address all scoring variances, discuss the relevant criteria, and reconsider their scores. Following discussions, the Committee re-scored, and although numerous variances remained, there was no change in overall ranking.

The Committee decided to hold oral presentations. Technical and price proposals were reviewed in conjunction with the clarifications provided during oral presentations. The final scores are as follows:

### Post-Oral Presentations

| <b>Proposer</b>                          | <b>Technical Score</b><br>(max. 8500) | <b>Selection Factor Score</b><br>(max. 850) | <b>Price Score</b><br>(max. 1500) | <b>Total Combined Score</b><br>(max. 10850) | <b>Price/Cost Submitted</b><br>(Price per meal*) |
|------------------------------------------|---------------------------------------|---------------------------------------------|-----------------------------------|---------------------------------------------|--------------------------------------------------|
| Trinity Services Group, Inc. (Alternate) | 7450                                  | -                                           | 1445                              | 8895                                        | \$2.85                                           |
| CSS Summit Premier Joint Venture         | 7195                                  | 359.75                                      | 1315                              | 8869.75                                     | \$2.94                                           |
| Trinity Services Group, Inc.             | 7450                                  | -                                           | 1405                              | 8855                                        | \$2.93                                           |

\*Prices shown above are for General Population meals, including breakfast, lunch, and dinner. Prices for Boot Camp, Faith Based, Therapeutic, and Staff Meals were also submitted but are not shown on the table.

After the presentation but before the post-oral scoring, the Selection Committee was instructed to evaluate proposals based on the information included in the proposal and was directed to not consider any information presented in the orals but was not included in the proposal.

For Trinity's presentation of their alternate proposal, Trinity introduced the concept of scaled pricing, which was not originally included in their proposal. SPD staff consulted with CAO to determine if Trinity's introduction of scaled pricing during oral presentations warranted additional considerations since the solicitation requested fixed and firm prices for a period of one year from the commencement of the contract. CAO opined that based upon the "four-corners" of Trinity's proposal, Trinity's alternate proposal remained responsive, however, was now a matter of vendor responsibility. See attached opinion dated November 8, 2023.

#### Local Preference:

Both Proposers, CSS JV and Trinity, claimed Local Preference, however, SPD staff conducted a review to determine if they qualify for the preference. Outreach was performed to validate local preference with both proposers. CSS JV indicated that their claim was made in error. Trinity indicated that the firm was eligible for local preference to which staff requested additional documentation, after consultation with CAO, to substantiate their eligibility. Trinity has not yet provided documentation to support their claim for local preference and is not eligible for the preference at this time.

#### Administrative Leave Eligibility:

The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days after receipt from the Selection Committee Coordinator and attendance at all meetings where proposals were evaluated and vendor presentations within 75 calendar days from completion of all reviews, and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34:

| <b>Employee's Name*</b> | <b>Employee's Department</b>        |
|-------------------------|-------------------------------------|
| Christopher Moreno      | Corrections and Rehabilitation      |
| Eddie Denson            | Corrections and Rehabilitation      |
| Gato Jackson            | Corrections and Rehabilitation      |
| Rani Panchanathan       | Community Action and Human Services |

\*The fifth Committee Member is not an employee of Miami-Dade County.

#### Negotiations:

The Committee recommends that the County enter into negotiations with the highest ranked proposer, Trinity Services Group, Inc. The following individuals will participate in the negotiations:

Christopher Grant-Henriques, Procurement Contracting Manager, Strategic Procurement Department  
Gato Jackson, Chief, Corrections and Rehabilitation Department  
Omar Fernandez, Chief, Corrections and Rehabilitation Department  
Max Praschnik, Commander, Corrections and Rehabilitation Department

Technical and operational assistance and feedback will be requested from appropriate staff as needed during the negotiation process.

**Consensus Statement:**

The Committee recommends moving forward to negotiate a contract with Trinity. Trinity's alternate proposal was complete and has shown that the firm is capable of performing the work needed for this contract.

Based on the proposal, Trinity has over 40 years of experience in providing food services to inmate and correctional staff, of which the key personnel assigned to this contract will contribute with their knowledge and support. For hiring, training, and retention of staff, Trinity will utilize technology, taking into consideration social norms within the ever-changing workplace environment. The plan to incorporate County staff within the daily operations outlines ways to ensure a seamless transition, including no relocations and utilization in similar roles. In addition to the personnel systems, Trinity will use a web-based application and tools to assist in menu planning, food production and forecasting, waste tracking, inventory management and nutritional analysis. Trinity's quality assurance plan provides details how they will comply with the requirements for food preparation, sanitation, inventory control, contraband, and security with support from the corporate levels of the organization. The firm's inmate food services training Program contains examples of competencies that will supply inmates with instruction on safely handling food to operating kitchen equipment, seeking to reduce inmate recidivism. Trinity also identified a number of local and small businesses they would utilize for the provision of disposable items, kosher products, and produce.

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet. Your approval of the Committee's recommendation is requested.

Approved

*Namita Uppal*

Digitally signed by Namita Uppal  
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US  
Date: 2023.11.29 14:13:01 -05'00'

Namita Uppal, C.P.M.  
Director and Chief Procurement Officer

\_\_\_\_\_  
Date

# **COMPOSITE & FINAL SCORES**



RFP No. EVN000173  
TITLE: INMATE MEAL SERVICE PROGRAM  
EVALUATION OF PROPOSALS

**COMPOSITE**

| EVALUATION CRITERIA                                                                                                                                                                          | PROPOSERS                 |  | Maximum Total Points<br>(5 members) | CSS - Summit Premier Joint Venture | Trinity Services Group, Inc. | Trinity Services Group, Inc. (Alternate) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--|-------------------------------------|------------------------------------|------------------------------|------------------------------------------|
|                                                                                                                                                                                              | Maximum Points Per Member |  |                                     |                                    |                              |                                          |
| Proposer's relevant experience, qualifications, and past performance                                                                                                                         | 150                       |  | 750                                 | 710                                | 740                          | 740                                      |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractor, that will be assigned to this project, and experience and qualifications of subcontractor | 150                       |  | 750                                 | 715                                | 735                          | 735                                      |
| Proposer's hiring, training, and retention plans and procedures, including wage structure and benefits and plan to incorporate current County staff                                          | 250                       |  | 1250                                | 1140                               | 1170                         | 1170                                     |
| Proposer's approach to providing the services requested in this Solicitation, to include overall plan, schedule, equipment, maintenance, and facility.                                       | 300                       |  | 1500                                | 1320                               | 1480                         | 1480                                     |
| Proposer's contingency plan, to include continuity of operations during disasters and catastrophic events, etc.                                                                              | 100                       |  | 500                                 | 470                                | 485                          | 485                                      |
| Proposer's Quality Assurance plan                                                                                                                                                            | 100                       |  | 500                                 | 490                                | 495                          | 495                                      |
| Proposer's technology plan and systems                                                                                                                                                       | 100                       |  | 500                                 | 470                                | 470                          | 470                                      |
| Proposer's food service training program for inmates                                                                                                                                         | 100                       |  | 500                                 | 460                                | 460                          | 460                                      |
| Proposer's Sustainable Practices (environmental, social/fair labor standards, and economic)                                                                                                  | 200                       |  | 1000                                | 955                                | 955                          | 955                                      |
| Small and Local Business utilization                                                                                                                                                         | 100                       |  | 500                                 | 465                                | 460                          | 460                                      |
| Proposer's Financial Capability                                                                                                                                                              | 150                       |  | 750                                 | 670                                | 715                          | 715                                      |

|                                                         |      |       |         |         |         |
|---------------------------------------------------------|------|-------|---------|---------|---------|
| Total Technical Points                                  | 1700 | 8500  | 7195    | 7450    | 7450    |
| Selection Factor<br>(10% of the Total Technical Points) | 170  | 850   | 359.75  |         |         |
| Total<br>(Technical & Selection Factor)                 | 1870 | 9350  | 7554.75 | 7450.00 | 7450.00 |
| Price Points                                            | 300  | 1500  | 1315    | 1405    | 1445    |
| TOTAL POINTS                                            | 2170 | 10850 | 8869.75 | 8855.00 | 8895.00 |
| Ranking                                                 |      |       | 2       | 3       | 1       |

Signature:  
*Christopher Grant-Henriques*  
Coordinator

Print Name:  
Christopher Grant-Henriques

Signature:  
*Jonathan Desvergne*  
Reviewer

Print Name:  
Jonathan Desvergne

Date:  
10/3/2023

Date:  
10/3/2023

|                                                                                             |         |      |  |  |  |
|---------------------------------------------------------------------------------------------|---------|------|--|--|--|
| Local Preference*<br>(Highest ranked proposer's total points - 5% = Local Preference range) | 8450.25 | 8895 |  |  |  |
| Is any firm within 5% of the highest ranked? Y / N                                          | Y       | Y    |  |  |  |
| Is highest ranked local? Y / N                                                              | Y       | Y    |  |  |  |
| Is firm within 5% local? Y / N                                                              | N       | N    |  |  |  |

RFP No. EVN0000173  
TITLE: INMATE MEAL SERVICE PROGRAM  
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: *GATO B. JACKSON*

| EVALUATION CRITERIA                                                                                                                                                                          | PROPOSERS | Maximum Points | CSS - Summit Premier Joint Venture | Trinity Services Group, Inc. | Trinity Services Group, Inc. (Alternate) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|------------------------------------|------------------------------|------------------------------------------|
| Proposer's relevant experience, qualifications, and past performance                                                                                                                         |           | 150            | <i>130</i>                         | <i>140</i>                   | <i>140</i>                               |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractor, that will be assigned to this project, and experience and qualifications of subcontractor |           | 150            | <i>140</i>                         | <i>145</i>                   | <i>145</i>                               |
| Proposer's hiring, training, and retention plans and procedures, including wage structure and benefits and plan to incorporate current County staff                                          |           | 250            | <i>240</i>                         | <i>250</i>                   | <i>250</i>                               |
| Proposer's approach to providing the services requested in this Solicitation, to include overall plan, schedule, equipment, maintenance, and facility.                                       |           | 300            | <i>250</i>                         | <i>300</i>                   | <i>300</i>                               |
| Proposer's contingency plan, to include continuity of operations during disasters and catastrophic events, etc.                                                                              |           | 100            | <i>80</i>                          | <i>95</i>                    | <i>95</i>                                |
| Proposer's Quality Assurance plan                                                                                                                                                            |           | 100            | <i>90</i>                          | <i>95</i>                    | <i>95</i>                                |
| Proposer's technology plan and systems                                                                                                                                                       |           | 100            | <i>80</i>                          | <i>80</i>                    | <i>80</i>                                |
| Proposer's food service training program for inmates                                                                                                                                         |           | 100            | <i>85</i>                          | <i>85</i>                    | <i>85</i>                                |
| Proposer's Sustainable Practices (environmental, social/fair labor standards, and economic)                                                                                                  |           | 200            | <i>175</i>                         | <i>175</i>                   | <i>175</i>                               |
| Small and Local Business utilization                                                                                                                                                         |           | 100            | <i>90</i>                          | <i>85</i>                    | <i>85</i>                                |
| Proposer's Financial Capability                                                                                                                                                              |           | 150            | <i>120</i>                         | <i>150</i>                   | <i>150</i>                               |
| <b>Total Technical Points</b>                                                                                                                                                                |           | <b>1700</b>    |                                    |                              |                                          |
| <b>Price Points</b>                                                                                                                                                                          |           | <b>300</b>     | <i>250</i>                         | <i>290</i>                   | <i>290</i>                               |
| <b>TOTAL POINTS</b>                                                                                                                                                                          |           | <b>2000</b>    |                                    |                              |                                          |

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

*Gato B. Jackson*      *10/04/23*  
SIGNATURE      DATE

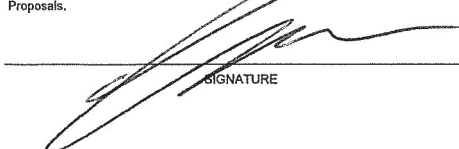
MDC013

RFP No. EVN0000173  
 TITLE: INMATE MEAL SERVICE PROGRAM  
 EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: *Christopher Moreno*

| EVALUATION CRITERIA                                                                                                                                                                          | PROPOSERS | Maximum Points | CSS - Summit Premier Joint Venture | Trinity Services Group, Inc. | Trinity Services Group, Inc. (Alternate) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|------------------------------------|------------------------------|------------------------------------------|
| Proposer's relevant experience, qualifications, and past performance                                                                                                                         |           | 150            | 130                                | 150                          | 150                                      |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractor, that will be assigned to this project, and experience and qualifications of subcontractor |           | 150            | 150                                | 150                          | 150                                      |
| Proposer's hiring, training, and retention plans and procedures, including wage structure and benefits and plan to incorporate current County staff                                          |           | 250            | 225                                | 225                          | 225                                      |
| Proposer's approach to providing the services requested in this Solicitation, to include overall plan, schedule, equipment, maintenance, and facility.                                       |           | 300            | 250                                | 300                          | 300                                      |
| Proposer's contingency plan, to include continuity of operations during disasters and catastrophic events, etc.                                                                              |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's Quality Assurance plan                                                                                                                                                            |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's technology plan and systems                                                                                                                                                       |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's food service training program for inmates                                                                                                                                         |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's Sustainable Practices (environmental, social/fair labor standards, and economic)                                                                                                  |           | 200            | 200                                | 200                          | 200                                      |
| Small and Local Business utilization                                                                                                                                                         |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's Financial Capability                                                                                                                                                              |           | 150            | 125                                | 150                          | 150                                      |
| <b>Total Technical Points</b>                                                                                                                                                                |           | <b>1700</b>    |                                    |                              |                                          |
| <b>Price Points</b>                                                                                                                                                                          |           | <b>300</b>     | 200                                | 250                          | 275                                      |
| <b>TOTAL POINTS</b>                                                                                                                                                                          |           | <b>2000</b>    |                                    |                              |                                          |

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10/11/23  
 DATE

MDC014

RFP No. EVN0000173  
 TITLE: INMATE MEAL SERVICE PROGRAM  
 EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: *Adam Grob*

| EVALUATION CRITERIA                                                                                                                                                                          | PROPOSERS | Maximum Points | CSS - Summit Premier Joint Venture | Trinity Services Group, Inc. | Trinity Services Group, Inc. (Alternate) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|------------------------------------|------------------------------|------------------------------------------|
| Proposer's relevant experience, qualifications, and past performance                                                                                                                         |           | 150            | 150                                | 150                          | 150                                      |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractor, that will be assigned to this project, and experience and qualifications of subcontractor |           | 150            | 150                                | 150                          | 150                                      |
| Proposer's hiring, training, and retention plans and procedures, including wage structure and benefits and plan to incorporate current County staff                                          |           | 250            | 225                                | 225                          | 225                                      |
| Proposer's approach to providing the services requested in this Solicitation, to include overall plan, schedule, equipment, maintenance, and facility.                                       |           | 300            | 240                                | 280                          | 280                                      |
| Proposer's contingency plan, to include continuity of operations during disasters and catastrophic events, etc.                                                                              |           | 100            | 90                                 | 90                           | 90                                       |
| Proposer's Quality Assurance plan                                                                                                                                                            |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's technology plan and systems                                                                                                                                                       |           | 100            | 90                                 | 90                           | 90                                       |
| Proposer's food service training program for inmates                                                                                                                                         |           | 100            | 75                                 | 75                           | 75                                       |
| Proposer's Sustainable Practices (environmental, social/fair labor standards, and economic)                                                                                                  |           | 200            | 180                                | 180                          | 180                                      |
| Small and Local Business utilization                                                                                                                                                         |           | 100            | 75                                 | 75                           | 75                                       |
| Proposer's Financial Capability                                                                                                                                                              |           | 150            | 125                                | 125                          | 125                                      |
| <b>Total Technical Points</b>                                                                                                                                                                |           | <b>1700</b>    |                                    |                              |                                          |
| <b>Price Points</b>                                                                                                                                                                          |           | <b>300</b>     | 275                                | 275                          | 280                                      |
| <b>TOTAL POINTS</b>                                                                                                                                                                          |           | <b>2000</b>    |                                    |                              |                                          |

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*Adam Grob*  
 SIGNATURE  
*Adam Grob*

10/4/23  
 DATE

10/4/23  
 MDC015



RFP No. EVN0000173  
 TITLE: INMATE MEAL SERVICE PROGRAM  
 EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME:

RANI PANCHANATHAN

| EVALUATION CRITERIA                                                                                                                                                                          | PROPOSERS | Maximum Points | CSS - Summit Premier Joint Venture | Trinity Services Group, Inc. | Trinity Services Group, Inc. (Alternate) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|------------------------------------|------------------------------|------------------------------------------|
| Proposer's relevant experience, qualifications, and past performance                                                                                                                         |           | 150            | 150                                | 150                          | 150                                      |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractor, that will be assigned to this project, and experience and qualifications of subcontractor |           | 150            | 125                                | 140                          | 140                                      |
| Proposer's hiring, training, and retention plans and procedures, including wage structure and benefits and plan to incorporate current County staff                                          |           | 250            | 200                                | 220                          | 220                                      |
| Proposer's approach to providing the services requested in this Solicitation, to include overall plan, schedule, equipment, maintenance, and facility.                                       |           | 300            | 280                                | 300                          | 300                                      |
| Proposer's contingency plan, to include continuity of operations during disasters and catastrophic events, etc.                                                                              |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's Quality Assurance plan                                                                                                                                                            |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's technology plan and systems                                                                                                                                                       |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's food service training program for inmates                                                                                                                                         |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's Sustainable Practices (environmental, social/fair labor standards, and economic)                                                                                                  |           | 200            | 200                                | 200                          | 200                                      |
| Small and Local Business utilization                                                                                                                                                         |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's Financial Capability                                                                                                                                                              |           | 150            | 150                                | 140                          | 140                                      |
| <b>Total Technical Points</b>                                                                                                                                                                |           | <b>1700</b>    | <b>1605</b>                        | <b>1650</b>                  | <b>1650</b>                              |
| <b>Price Points</b>                                                                                                                                                                          |           | <b>300</b>     | <b>290</b>                         | <b>290</b>                   | <b>300</b>                               |
| <b>TOTAL POINTS</b>                                                                                                                                                                          |           | <b>2000</b>    | <b>1895</b>                        | <b>1940</b>                  | <b>1950</b>                              |

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R. Panchanathan

10/4/23

SIGNATURE

DATE

MDC016



RFP No. EVN0000173  
 TITLE: INMATE MEAL SERVICE PROGRAM  
 EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME:

*Edie A. Chen*

| EVALUATION CRITERIA                                                                                                                                                                          | PROPOSERS | Maximum Points | CSS - Summit Premier Joint Venture | Trinity Services Group, Inc. | Trinity Services Group, Inc. (Alternate) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|------------------------------------|------------------------------|------------------------------------------|
| Proposer's relevant experience, qualifications, and past performance                                                                                                                         |           | 150            | 150                                | 150                          | 150                                      |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractor, that will be assigned to this project, and experience and qualifications of subcontractor |           | 150            | 150                                | 150                          | 150                                      |
| Proposer's hiring, training, and retention plans and procedures, including wage structure and benefits and plan to incorporate current County staff                                          |           | 250            | 250                                | 250                          | 250                                      |
| Proposer's approach to providing the services requested in this Solicitation, to include overall plan, schedule, equipment, maintenance, and facility.                                       |           | 300            | 300                                | 300                          | 300                                      |
| Proposer's contingency plan, to include continuity of operations during disasters and catastrophic events, etc.                                                                              |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's Quality Assurance plan                                                                                                                                                            |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's technology plan and systems                                                                                                                                                       |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's food service training program for inmates                                                                                                                                         |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's Sustainable Practices (environmental, social/fair labor standards, and economic)                                                                                                  |           | 200            | 200                                | 200                          | 200                                      |
| Small and Local Business utilization                                                                                                                                                         |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's Financial Capability                                                                                                                                                              |           | 150            | 150                                | 150                          | 150                                      |
| <b>Total Technical Points</b>                                                                                                                                                                |           | <b>1700</b>    |                                    |                              |                                          |
| <b>Price Points</b>                                                                                                                                                                          |           | <b>300</b>     | 300                                | 300                          | 300                                      |
| <b>TOTAL POINTS</b>                                                                                                                                                                          |           | <b>2000</b>    |                                    |                              |                                          |

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*Edie A. Chen*  
 SIGNATURE

10/4/23  
 DATE

MDC017

10/4/23

# **PRELIMINARY SCORES**

RFP No. EVN000173  
TITLE: INMATE MEAL SERVICE PROGRAM  
EVALUATION OF PROPOSALS

**COMPOSITE**

| <b>EVALUATION CRITERIA</b>                                                                                                                                                                   | <b>PROPOSERS</b> | <b>Maximum Points Per Member</b> | <b>Maximum Total Points (5 members)</b> | <b>CSS - Summit Premier Joint Venture</b> | <b>Trinity Services Group, Inc.</b> | <b>Trinity Services Group, Inc. (Alternate)</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------|-----------------------------------------|-------------------------------------------|-------------------------------------|-------------------------------------------------|
| Proposer's relevant experience, qualifications, and past performance                                                                                                                         |                  | 150                              | 750                                     | 710                                       | 740                                 | 740                                             |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractor, that will be assigned to this project, and experience and qualifications of subcontractor |                  | 150                              | 750                                     | 690                                       | 740                                 | 740                                             |
| Proposer's hiring, training, and retention plans and procedures, including wage structure and benefits and plan to incorporate current County staff                                          |                  | 250                              | 1250                                    | 970                                       | 1045                                | 1045                                            |
| Proposer's approach to providing the services requested in this Solicitation, to include overall plan, schedule, equipment, maintenance, and facility.                                       |                  | 300                              | 1500                                    | 1265                                      | 1400                                | 1400                                            |
| Proposer's contingency plan, to include continuity of operations during disasters and catastrophic events, etc.                                                                              |                  | 100                              | 500                                     | 470                                       | 480                                 | 480                                             |
| Proposer's Quality Assurance plan                                                                                                                                                            |                  | 100                              | 500                                     | 490                                       | 490                                 | 490                                             |
| Proposer's technology plan and systems                                                                                                                                                       |                  | 100                              | 500                                     | 470                                       | 470                                 | 470                                             |
| Proposer's food service training program for inmates                                                                                                                                         |                  | 100                              | 500                                     | 435                                       | 460                                 | 460                                             |
| Proposer's Sustainable Practices (environmental, social/fair labor standards, and economic)                                                                                                  |                  | 200                              | 1000                                    | 955                                       | 955                                 | 955                                             |
| Small and Local Business utilization                                                                                                                                                         |                  | 100                              | 500                                     | 390                                       | 410                                 | 410                                             |
| Proposer's Financial Capability                                                                                                                                                              |                  | 150                              | 750                                     | 555                                       | 620                                 | 620                                             |

|                                                         |      |       |         |         |         |
|---------------------------------------------------------|------|-------|---------|---------|---------|
| Total Technical Points                                  | 1700 | 8500  | 6845    | 7190    | 7190    |
| Selection Factor<br>(10% of the Total Technical Points) | 170  | 850   | 342.25  |         |         |
| Total<br>(Technical & Selection Factor)                 | 1870 | 9350  | 7187.25 | 7190.00 | 7190.00 |
| Price Points                                            | 300  | 1500  | 1285    | 1410    | 1440    |
| TOTAL POINTS                                            | 2170 | 10850 | 8472.25 | 8600.00 | 8630.00 |
| Ranking                                                 |      |       |         |         |         |

Signature:  
*Christopher Grant-Henriques*  
Chairperson

Signature:  
*Jonathan Desverguenat*  
Reviewer

Print Name:  
Christopher Grant-Henriques

Print Name:  
Jonathan Desverguenat

Date:  
9/18/2023

Date:  
9/18/2023

|                                                                                             |        |      |  |  |  |
|---------------------------------------------------------------------------------------------|--------|------|--|--|--|
| Local Preference*<br>(Highest ranked proposer's total points - 5% = Local Preference range) | 8198.5 | 8630 |  |  |  |
| Is any firm within 5% of the highest ranked? Y / N                                          | Y      | Y    |  |  |  |
| Is highest ranked local? Y / N                                                              | Y      | Y    |  |  |  |
| Is firm within 5% local? Y / N                                                              | N      | N    |  |  |  |

F

| RFP NO. EVN000173<br>INMATE MEAL SERVICE PROGRAM<br>EVALUATION OF PROPOSALS                                                                                                                  |                |                                    |                              |                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------|------------------------------|------------------------------------------|
| COMMITTEE MEMBER NAME:<br><u>GATE B. JACKSON</u>                                                                                                                                             |                |                                    |                              |                                          |
| EVALUATION CRITERIA                                                                                                                                                                          | Maximum Points | CSS - Summit Premier Joint Venture | Trinity Services Group, Inc. | Trinity Services Group, Inc. (Alternate) |
| Proposer's relevant experience, qualifications, and past performance                                                                                                                         | 150            | 130                                | 140                          | 140                                      |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractor, that will be assigned to this project, and experience and qualifications of subcontractor | 150            | 140                                | 140                          | 146                                      |
| Proposer's hiring, training, and retention plans and procedures, including wage structure and benefits and plan to incorporate current County staff                                          | 250            | 245                                | 245                          | 245                                      |
| Proposer's approach to providing the services requested in this Solicitation, to include overall plan, schedule, equipment, maintenance, and facility.                                       | 300            | 250                                | 275                          | 275                                      |
| Proposer's contingency plan, to include continuity of operations during disasters and catastrophic events, etc.                                                                              | 100            | 80                                 | 90                           | 90                                       |
| Proposer's Quality Assurance plan                                                                                                                                                            | 100            | 90                                 | 90                           | 90                                       |
| Proposer's technology plan and systems                                                                                                                                                       | 100            | 80                                 | 80                           | 88                                       |
| Proposer's food service training program for inmates                                                                                                                                         | 100            | 85                                 | 85                           | 85                                       |
| Proposer's Sustainable Practices (environmental, social/fair labor standards, and economic)                                                                                                  | 200            | 175                                | 175                          | 175                                      |
| Small and Local Business utilization                                                                                                                                                         | 100            | 90                                 | 85                           | 85                                       |
| Proposer's Financial capability                                                                                                                                                              | 150            | 130                                | 145                          | 145                                      |
| <b>Total Technical Points</b>                                                                                                                                                                | <b>1700</b>    | <b>0</b>                           | <b>0</b>                     | <b>0</b>                                 |
| <b>Selection Factor</b><br>(10% of the Total Technical Points)                                                                                                                               |                | <b>0</b>                           | <b>0</b>                     | <b>0</b>                                 |
| <b>Total</b><br>(Technical & Selection Factor)                                                                                                                                               | <b>1700</b>    | <b>0</b>                           | <b>0</b>                     | <b>0</b>                                 |
| <b>Price Proposal Points</b>                                                                                                                                                                 | <b>300</b>     | <b>260</b>                         | <b>285</b>                   | <b>290</b>                               |
| <b>TOTAL POINTS</b>                                                                                                                                                                          | <b>2000</b>    | <b>0</b>                           | <b>0</b>                     | <b>0</b>                                 |
| <i>Gate B. Jackson</i><br>SIGNATURE                                                                                                                                                          |                | <u>9/18/23</u><br>DATE             |                              |                                          |

MDC021



| RFP NO. EVN0000173<br>INMATE MEAL SERVICE PROGRAM<br>EVALUATION OF PROPOSALS                       |                                                                                                                                                                                              |                |                                    |                              |                                          |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------|------------------------------|------------------------------------------|
| COMMITTEE MEMBER NAME: <u>Christopher Moreno</u>                                                   |                                                                                                                                                                                              |                |                                    |                              |                                          |
| EVALUATION CRITERIA                                                                                | PROPOSERS                                                                                                                                                                                    | Maximum Points | CSS - Summit Premier Joint Venture | Trinity Services Group, Inc. | Trinity Services Group, Inc. (Alternate) |
|                                                                                                    | Proposer's relevant experience qualifications, and past performance                                                                                                                          | 150            | 130                                | 150                          | 150                                      |
|                                                                                                    | Relevant experience and qualifications of key personnel, including key personnel of subcontractor, that will be assigned to this project, and experience and qualifications of subcontractor | 150            | 150                                | 150                          | 150                                      |
|                                                                                                    | Proposer's hiring, training, and retention plans and procedures, including wage structure and benefits and plan to incorporate current County staff                                          | 250            | 200                                | 225                          | 225                                      |
|                                                                                                    | Proposer's approach to providing the services requested in this Solicitation, to include overall plan, schedule, equipment, maintenance, and facility.                                       | 300            | 250                                | 300                          | 300                                      |
|                                                                                                    | Proposer's contingency plan, to include continuity of operations during disasters and catastrophic events, etc.                                                                              | 100            | 100                                | 100                          | 100                                      |
|                                                                                                    | Proposer's Quality Assurance plan                                                                                                                                                            | 100            | 100                                | 100                          | 100                                      |
|                                                                                                    | Proposer's technology plan and systems                                                                                                                                                       | 100            | 100                                | 100                          | 100                                      |
|                                                                                                    | Proposer's food service training program for inmates                                                                                                                                         | 200            | 200                                | 200                          | 200                                      |
|                                                                                                    | Proposer's Sustainable Practices (environmental, social/fair labor standards, and economic)                                                                                                  | 100            | 100                                | 100                          | 100                                      |
|                                                                                                    | Small and Local Business utilization                                                                                                                                                         | 150            | 125                                | 150                          | 150                                      |
|                                                                                                    | Proposer's Financial capability                                                                                                                                                              |                |                                    |                              |                                          |
|                                                                                                    | Total Technical Points                                                                                                                                                                       | 1700           | 0                                  | 0                            | 0                                        |
|                                                                                                    | Selection Factor<br>(10% of the Total Technical Points)                                                                                                                                      |                | 0                                  | 0                            | 0                                        |
|                                                                                                    | Total<br>(Technical & Selection Factor)                                                                                                                                                      | 1700           | 0                                  | 0                            | 0                                        |
|                                                                                                    | Price Proposal Points                                                                                                                                                                        | 300            | 200                                | 250                          | 275                                      |
|                                                                                                    | TOTAL POINTS                                                                                                                                                                                 | 2000           | 0                                  | 0                            | 0                                        |
| <br>SIGNATURE |                                                                                                                                                                                              |                | 8630<br>9/18/23<br>DATE            |                              |                                          |

| RFP NO. EVN000173<br>INMATE MEAL SERVICE PROGRAM<br>EVALUATION OF PROPOSALS                                                                                                                  |                |                                    |                              |                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------|------------------------------|------------------------------------------|
| COMMITTEE MEMBER NAME: <u>RANI SANCHANATHAN</u>                                                                                                                                              |                |                                    |                              |                                          |
| EVALUATION CRITERIA                                                                                                                                                                          | Maximum Points | CSS - Summit Premier Joint Venture | Trinity Services Group, Inc. | Trinity Services Group, Inc. (Alternate) |
| Proposer's relevant experience, qualifications, and past performance                                                                                                                         | 150            | 150                                | 150                          | 150                                      |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractor, that will be assigned to this project, and experience and qualifications of subcontractor | 150            | 100                                | 150                          | 150                                      |
| Proposer's hiring, training, and retention plans and procedures, including wage structure and benefits and plan to incorporate current County staff                                          | 250            | 100                                | 150                          | 150                                      |
| Proposer's approach to providing the services requested in this Solicitation, to include overall plan, schedule, equipment, maintenance, and facility.                                       | 300            | 300                                | 300                          | 300                                      |
| Proposer's contingency plan, to include continuity of operations during disasters and catastrophic events, etc.                                                                              | 100            | 100                                | 100                          | 100                                      |
| Proposer's Quality Assurance plan                                                                                                                                                            | 100            | 100                                | 100                          | 100                                      |
| Proposer's technology plan and systems                                                                                                                                                       | 100            | 100                                | 100                          | 100                                      |
| Proposer's food service training program for inmates                                                                                                                                         | 200            | 200                                | 200                          | 200                                      |
| Proposer's Sustainable Practices (environmental, social/fair labor standards, and economic)                                                                                                  | 100            | 50                                 | 50                           | 50                                       |
| Small and Local Business utilization                                                                                                                                                         | 150            | 100                                | 100                          | 100                                      |
| Proposer's Financial capability                                                                                                                                                              | 1700           | 0                                  | 0                            | 0                                        |
| <b>Total Technical Points</b>                                                                                                                                                                |                | 0                                  | 0                            | 0                                        |
| <b>Selection Factor</b><br>(10% of the Total Technical Points)                                                                                                                               |                | 0                                  | 0                            | 0                                        |
| <b>Total</b><br>(Technical & Selection Factor)                                                                                                                                               | 1700           | 0                                  | 0                            | 0                                        |
| <b>Price Proposal Points</b>                                                                                                                                                                 | 300            | 300                                | 300                          | 300                                      |
| <b>TOTAL POINTS</b>                                                                                                                                                                          | 2000           | 0                                  | 0                            | 0                                        |
| <u>Planned</u>                                                                                                                                                                               |                | 1600                               | 1700                         | 1700                                     |
| SIGNATURE                                                                                                                                                                                    |                | DATE <u>9/18/23</u>                |                              |                                          |

| RFP NO. EVN000173<br>INMATE MEAL SERVICE PROGRAM<br>EVALUATION OF PROPOSALS<br>COMMITTEE MEMBER NAME: <i>Adam G. 2024</i>                                                                    |           |                |                                    |                              |                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|------------------------------------|------------------------------|------------------------------------------|
| EVALUATION CRITERIA                                                                                                                                                                          | PROPOSERS | Maximum Points | CSS - Summit Premier Joint Venture | Trinity Services Group, Inc. | Trinity Services Group, Inc. (Alternate) |
| Proposer's relevant experience, qualifications, and past performance                                                                                                                         |           | 150            | 150                                | 150                          | 150                                      |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractor, that will be assigned to this project, and experience and qualifications of subcontractor |           | 150            | 150                                | 150                          | 150                                      |
| Proposer's hiring, training, and retention plans and procedures, including wage structure and benefits and plan to incorporate current County staff                                          |           | 250            | 225                                | 225                          | 225                                      |
| Proposer's approach to providing the services requested in this Solicitation, to include overall plan, schedule, equipment, maintenance, and facility.                                       |           | 300            | 240                                | 275                          | 275                                      |
| Proposer's contingency plan, to include continuity of operations during disasters and catastrophic events, etc.                                                                              |           | 100            | 90                                 | 90                           | 90                                       |
| Proposer's Quality Assurance plan                                                                                                                                                            |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's technology plan and systems                                                                                                                                                       |           | 100            | 90                                 | 90                           | 90                                       |
| Proposer's food service training program for inmates                                                                                                                                         |           | 100            | 75                                 | 75                           | 75                                       |
| Proposer's Sustainable Practices (environmental, social/fair labor standards, and economic)                                                                                                  |           | 200            | 180                                | 180                          | 180                                      |
| Small and Local Business utilization                                                                                                                                                         |           | 100            | 75                                 | 75                           | 75                                       |
| Proposer's Financial capability                                                                                                                                                              |           | 150            | 125                                | 125                          | 125                                      |
| <b>Total Technical Points</b>                                                                                                                                                                |           | <b>1700</b>    | <b>0</b>                           | <b>0</b>                     | <b>0</b>                                 |
| <b>Selection Factor</b><br>(10% of the Total Technical Points)                                                                                                                               |           |                | <b>0</b>                           | <b>0</b>                     | <b>0</b>                                 |
| <b>Total</b><br>(Technical & Selection Factor)                                                                                                                                               |           | <b>1700</b>    | <b>0</b>                           | <b>0</b>                     | <b>0</b>                                 |
| <b>Price Proposal Points</b>                                                                                                                                                                 |           | <b>300</b>     | <b>275</b>                         | <b>275</b>                   | <b>275</b>                               |
| <b>TOTAL POINTS</b>                                                                                                                                                                          |           | <b>2000</b>    | <b>0</b>                           | <b>0</b>                     | <b>0</b>                                 |
| <i>Adam G.</i><br>SIGNATURE                                                                                                                                                                  |           |                | 9/18/23<br>DATE                    |                              |                                          |

COMMITTEE MEMBER NAME: Edith Davis

| EVALUATION CRITERIA                                                                                                                                                                          | PROPOSERS | Maximum Points | CSS - Summit Premier Joint Venture | Trinity Services Group, Inc. | Trinity Services Group, Inc. (Alternate) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|------------------------------------|------------------------------|------------------------------------------|
| Proposer's relevant experience, qualifications, and past performance                                                                                                                         |           | 150            | 150                                | 150                          | 150                                      |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractor, that will be assigned to this project, and experience and qualifications of subcontractor |           | 150            | 150                                | 150                          | 150                                      |
| Proposer's hiring, training, and retention plans and procedures, including wage structure and benefits and plan to incorporate current County staff                                          |           | 250            | 200                                | 200                          | 200                                      |
| Proposer's approach to providing the services requested in this Solicitation, to include overall plan, schedule, equipment, maintenance, and facility.                                       |           | 300            | 225                                | 250                          | 250                                      |
| Proposer's contingency plan, to include continuity of operations during disasters and catastrophic events, etc.                                                                              |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's Quality Assurance plan                                                                                                                                                            |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's technology plan and systems                                                                                                                                                       |           | 100            | 100                                | 100                          | 100                                      |
| Proposer's food service training program for inmates                                                                                                                                         |           | 200            | 200                                | 200                          | 200                                      |
| Proposer's Sustainable Practices (environmental, social/fair labor standards, and economic)                                                                                                  |           | 100            | 75                                 | 166                          | 100                                      |
| Small and Local Business utilization                                                                                                                                                         |           | 150            |                                    |                              |                                          |
| Proposer's Financial capability                                                                                                                                                              |           | 1700           | 0                                  | 0                            | 0                                        |
| Total Technical Points<br><i>(10% of the Total Technical Points)</i>                                                                                                                         |           |                | 0                                  | 0                            | 0                                        |
| Selection Factor<br><i>(Technical &amp; Selection Factor)</i>                                                                                                                                |           | 1700           | 0                                  | 0                            | 0                                        |
| Price Proposal Points                                                                                                                                                                        |           | 300            | 250                                | 300                          | 300                                      |
| TOTAL POINTS                                                                                                                                                                                 |           | 2000           | 1380                               | 1794                         | 1790                                     |

SIGNATURE \_\_\_\_\_ DATE 9/18/22

SIGNATURE

DATE \_\_\_\_\_



# Memorandum



**Date:** April 24, 2023

**To:** Christopher Grant-Henriques  
Procurement Contracting Officer  
Strategic Procurement Department

**From:** Melanie Spencer  
Assistant County Attorney

**Subject:** Request for Responsiveness Determination RFP No. EVN0000173- Inmate Meal Service Program

---

You have asked this office if three proposals provided in response to RFP No. EVN0000173 (the “Solicitation”) are responsive. I rely on the information provided in your amended memorandum dated April 21, 2023. I will address each proposer in turn.

## **BACKGROUND**

The purpose of the Solicitation was to solicit proposals from qualified culinary management firms to provide meal services to an average daily population of 4,700 inmates, and a food service training program (FSTP) and related job-skills training to inmates to provide them with the skills needed to work in the food service industry with future placement opportunities. The Proposals were to be evaluated and ranked based on several criteria including but not limited to pricing and experience.

## **DISCUSSION**

### **Trinity Services Group, Inc.**

You have identified three potential issues with Trinity Services Group, Inc.’s (“Trinity”) proposal and have asked if Trinity’s proposal is responsive.

A. Trinity labeled their financial statements as part of their submittal as confidential.

However, Trinity also executed the following waiver of confidentiality and trade secrets as provided in Submittal Form included with its bid.

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF PROPOSAL The Proposer acknowledges and agrees that the submittal of the Proposal is governed by Florida’s Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the proposal will be available for public inspection after opening of proposals and may be considered by the County or a selection committee in public. By submitting a proposal pursuant to this Solicitation, Proposer agrees that all such materials may be considered to be public records. The Proposer shall not submit any information in response to this Solicitation which the

Proposer considers to be a trade secret, proprietary or confidential. In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, by signing below, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

While Trinity included language asserting that portions of its bid were considered confidential, Trinity knowingly and expressly waived all claims that portions of its proposal were confidential. Trinity's bid is responsive irrespective of the language included on its financial statements of its bid because it waived any claim to confidential treatment by its execution of the Solicitation's Confidentiality Waiver.

**B. Trinity did not complete percentage of price per meal**

The second issue identified in your memorandum relates to Table 2 of the Revised Price Proposal Schedule. The instructions in the Solicitation for Table 2 provide that "Proposer shall indicate what percentage of the price per meal is composed of the categories below. This percentage will be used during annual price adjustment analysis." The table also indicated that it was "for informational purposes only" and would not be scored for evaluation. Trinity completed the breakdown of the price components associated with each category and you have informed me that you are able to easily calculate the percentages despite Trinity not providing this calculated number. As such Trinity's failure to complete to the percentage of price per meal calculation does not render their bid non-responsive especially given that this calculation was for informational purposes only.

**C. Trinity submitted a primary and alternate proposal along with two sets of revised price proposal schedule forms**

The third issue identified in your memorandum is Trinity's inclusion of an alternate proposal along with two price proposal forms. Alternate proposals were encouraged by the Solicitation, however, to protect the integrity of the price proposal schedule forms, the excel document was locked, precluding Trinity from marking its price proposal as being for the primary or alternate proposal.

Procurement staff should match a proposal form to a corresponding proposal on whatever rational basis presents itself in Trinity's submission. For example, Procurement staff could match the first sequential price form in its submission with the first sequential proposal in Trinity's submission package. Trinity can clarify or correct staff's determination on which price form corresponds with which proposal. To allow Trinity to do so would not provide Trinity a competitive advantage over other proposers as Trinity's pricing proposal and alternate pricing proposal would not be modified or altered in any way through such clarification and correction.

**A Gentle Hand Geriatric Services, LLC**

A Gentle Hand Geriatric Services, LLC ("Gentle Hand") completed the Revised Price Proposal Schedule and required forms. However, Gentle Hand failed to provide a technical proposal with their submittal. You have informed me that there were no lost files before or after the proposal submittal deadline



The purpose of the competitive bidding process is, among other things, “to secure fair completion upon equal terms to all bidders . . . and to afford an equal advantage to all desiring to do business with the county, by affording an opportunity for an exact comparison of bids.” *Harry Pepper & Assocs., Inc. v. City of Cape Coral*, 352 So. 2d 1190, 1192 (Fla. 2d DCA 1977). In general, a bid may be rejected or disregarded if there is a material variance between the proposal and the advertisement. A minor variance, however, will not invalidate the proposal. *See Robinson Elec. Co. v. Dade Cnty*, 417 So. 2d 1032, 1034 (Fla. 3d DCA 1982). It is established that responses to a solicitation must be capable of assuring the County that, if accepted, the proposal will result in a contract that can be performed in accordance with the requirements of the solicitation. *See, e.g., Glatstein v. City of Miami*, 399 So. 2d 1005, 1007-08 (Fla. 3d DCA 1981).

Here Gentle Hand has provided a Revised Price Proposal and has completed the required forms required in the Solicitation but has failed to provide a proposal to be evaluated. Technically, Gentle Hand has complied with the requirements of the Solicitation and can be considered responsive as the County can be assured that Gentle Hand intends to be bound by its proposal and the pricing provided. However, when the selection committee reviews the submittal by Gentle Hand, the evaluation will likely reflect that Gentle Hand has limited points available to be awarded because of the failure to provide a proposal. For instance, it will be impossible for the selection committee to evaluate Gentle Hand’s approach to providing services as no approach was provided. Despite the fact that Gentle Hand failed to provide a proposal beyond pricing, this failure does not render their submittal non-responsive.

#### **CSS-Summit Premier Joint Venture**

##### **A. CSS-Summit Premier Joint Venture initialed the Scrutinized Companies List**

The Solicitation offers two selections for bidders related to the Scrutinized Companies List. The Bid Submittal Form states that:

By executing this Bid through a duly authorized representative, the Bidder certifies that the Bidder is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, as those terms are used and defined in Sections 287.135, 215.473, and 215.4725 of the Florida Statutes. The County shall have the right to terminate any contract resulting from this Solicitation for default if the Bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

OR

In the event that the Bidder is unable to provide such certification, but still seeks to be considered for award of this Solicitation, the Bidder shall execute the Bid through a duly authorized representative and shall also initial this space:

Company Initial:

In this event, the Bidder shall furnish together with its Bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 and/or 215.4725 of the Florida Statutes. The Bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception could be applicable.

CSS initialed the form but did not provide a duly executed written explanation of the facts supporting any exception to the requirement for certification. Because the terms of the Solicitation allow for the County to determine whether the exception is applicable, the County can inquire whether CSS intended to initial the Scrutinized Companies List or whether they intend to avail themselves of any applicable exceptions. Clarifying this issue with CSS does not provide CSS with any competitive advantage and the failure to provide the written explanation does not render their bid non-responsive.

#### B. Issue of Confidentiality

CSS included a delivery and Installation of software application scheduled with a label of CBORD confidentiality and a letter of Bondability which states “the information contained herein is furnished as a matter of courtesy for your confidential use and is merely an expression of opinion as of the date of this letter.”

However, CSS also executed the following waiver of confidentiality and trade secrets as provided in Submittal Form included with its bid.

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF PROPOSAL The Proposer acknowledges and agrees that the submittal of the Proposal is governed by Florida’s Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the proposal will be available for public inspection after opening of proposals and may be considered by the County or a selection committee in public. By submitting a proposal pursuant to this Solicitation, Proposer agrees that all such materials may be considered to be public records. The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, by signing below, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

While CSS included language asserting that portions of its bid were considered confidential, CSS knowingly and expressly waived all claims that portions of its proposal were confidential. CSS’s bid is

responsive irrespective of the language included on its financial statements of its bid because it waived any claim to confidential treatment by its execution of the Solicitation's Confidentiality Waiver.

### C. Final Proposal Pricing

CSS stated in its proposal under the heading "MDCR Employee Cost Reimbursement" that "[a]s the start of this assignment is not anticipated [sic] June/July 2023 and changes to the actual pay rates and or benefits associated with Union negotiations, County benefits plans, or change in classification of employees may occur, CSS-Summit Premier Joint Venture will need to adjust the final proposal pricing that has been provided with this response in February of 2023 prior to the start of service to capture that increase/decrease."

The MDCR Employee Cost Reimbursement relates to the information provided to potential proposers in Attachment C, the Revised FSB Workforce Pay Rates to assist proposers in determining the financial impact utilizing County personnel would have on proposer's operations. The Solicitation provides "final reimbursement amount may be negotiated based on position responsibility. Refer to Attachment C." Corresponding Form 1E of the Revised Price Proposal Schedule instructed proposers to "state any costs associated with the reimbursement of County staff labor as stated in Section 2.0 - Scope of Services." Additionally Form 1E states "[t]his table is for informational purposes only and will not be evaluated."<sup>1</sup>

As CSS's language related to price-adjustments was only for MDCR employee cost reimbursements, their statement that they could be adjusted at a later date does not render CSS's proposal non-responsive. This statement indicates that the re-imbursement will be negotiable as stated in the Solicitation and will change only in relation to any re-imbursement of County staff labor increase or decrease as provided in the Solicitation. Additionally the numbers provided by proposers on Form 1E were intended for informational, rather than evaluative purposes. The statement is interpreted to mean that their prices will only change only in relation to any increase or decrease contemplated by the Solicitation but does not allow CSS to adjust their overall pricing.

Accordingly, CSS-Summit Premier Joint Venture's proposal should not be considered non-responsive based upon the issues raised in your amended April 21, 2023 memorandum

  
\_\_\_\_\_  
Melanie J. Spencer

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<sup>1</sup> Because there are several pricing forms that are included in the Solicitation, some of which are for informational purposes only, the selection committee should be advised as to which pricing forms are intended to be evaluated for pricing criteria.

# Memorandum



**Date:** September 5, 2023

**To:** Christopher Grant-Henriques  
Procurement Contracting Officer  
Strategic Procurement Department

**From:** Melanie Spencer  
Assistant County Attorney

**Subject:** Request for Responsiveness Determination RFP No. EVN0000173- Inmate Meal Service Program

---

You have asked this office if a proposal received in response to RFP No. EVN0000173 (the “Solicitation”) is responsive. I rely on the information provided in your memorandum dated August 2, 2023.

## **BACKGROUND**

The purpose of the Solicitation was to solicit proposals from qualified culinary management firms to provide meal services to an average daily population of 4,700 inmates, and a food service training program (FSTP) and related job-skills training to inmates to provide them with the skills needed to work in the food service industry with future placement opportunities. The Proposals were to be evaluated and ranked based on several criteria including but not limited to pricing and experience.

## **DISCUSSION**

The Solicitation states that attendance at a Pre-Proposal Conference is mandatory and “proposers who do not attend the Pre-Proposal Conference will not have their proposals considered.” The Solicitation goes on to clarify that:

A mandatory pre-proposal conference and site visits for all three kitchen facilities will be held on Thursday, October 20, 2022, at 10:00 A.M. (local time). Proposers are required to attend the conference and site visits to become familiar with any conditions which may, in any manner, affect the services to be provided. No additional allowances will be made because of lack of knowledge of these conditions. Proposers will be given access to view and inspect the current equipment at the three locations.

A Gentle Hand Geriatric Services, LLC (“Gentle Hand”) failed to attend the mandatory Pre-Proposal Conference. The issue of Gentle Hand’s failure to attend the Pre-Proposal Conference is a matter of vendor responsibility, not responsiveness as it relates to Gentle Hand’s ability to perform in accordance with the Solicitation, not whether Gentle Hand has submitted a proposal that the County can evaluate. *See* Implementing Order 2-13 (“In general, solicitation requirements for information relating to a bidder or proposer’s financial condition, capability, experience and past performance pertain to responsibility....The term responsible is not limited in its meaning to financial resources and capabilities but includes a bidder or proposer’s honesty and integrity, skill and business judgment, experience and capacity for carrying out the proposed work, previous conduct under other contracts and the quality of

previous work performed...Determination of bidder or proposal responsibility are ultimately made by the Board of County Commissioners, or in those instances of delegated authority, by the County Mayor or Mayor's designee, with the advice of the County's professional staff and/or selection and negotiations committee....Issues of responsibility are fundamentally ones of business judgment and policy and should not be covered in responsiveness determinations of the County Attorney's Office"). Implementing Order 2-13 also provides that "[t]he terms of a solicitation document cannot ordinarily change an issue of responsibility into one of responsiveness." Accordingly, while Gentle Hand's failure to attend the Pre-Proposal Conference is a matter of responsibility, because the Solicitation provides that attendance at the Pre-Proposal Conference is mandatory, the County is without discretion to waive this requirement.<sup>1</sup>



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Melanie J. Spencer

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<sup>1</sup> Please refer to the responsiveness opinion dated April 24, 2023 for a discussion on other defects identified in Gentle Hands' proposal.



# Memorandum



**Date:** November 8, 2023

**To:** Christopher Grant-Henriques  
Procurement Contracting Officer  
Strategic Procurement Department

**From:** Melanie Spencer  
Assistant County Attorney

**Subject:** October 18, 2023 Request for Responsiveness Determination RFP No. EVN0000173-  
Inmate Meal Service Program

---

You have asked this office if a proposal received in response to RFP No. EVN0000173 (the “Solicitation”) is responsive. I rely on the information provided in your memorandum dated October 18, 2023.

## **BACKGROUND**

The purpose of the Solicitation was to solicit proposals from qualified culinary management firms to provide meal services to an average daily population of 4,700 inmates, and a food service training program and related job-skills training to inmates to provide them with the skills needed to work in the food service industry with future placement opportunities. The Proposals were to be evaluated and ranked based on several criteria including but not limited to pricing and experience.

## **DISCUSSION**

Forms 1A-1D, the Revised Price Proposal Schedule the Solicitation state that “the initial negotiated contact prices shall prevail until the anniversary of the commencement of the contract.” Article 9, Pricing of the Draft Form of Agreement states that “the initial contract prices resultant from this solicitation shall remain firm and fixed, pursuant to Appendix B, for a period of one (1) year (initial term) from the commencement of the contract.”

On November 14, 2022, a representative from proposer, Trinity Services Group, Inc. (“Trinity”) asked the following question at a question and answer period: “The pricing page only asked for a fixed price. Can the vendor propose scaled pricing to account for population changes?” The County responded via Addendum No. 6 to the Solicitation, stating “No-proposers shall provide a fixed price for meals for the first year of service. Each subsequent year, prices will be subject to adjustments based off the Living Wage Ordinance and applicable Price Index. Please refer to Article 9 of the Draft Agreement labeled Prices for further information.” Trinity included an acknowledgement of having received and reviewed the addendum with its alternate proposal.

In accordance with the Solicitation, on February 28, 2023, Trinity submitted two proposals, a primary and an alternate proposal. The Strategic Procurement Department (“SPD”) reviewed both proposals submitted by Trinity and was able to identify pricing as the only difference between the two proposals submitted by Trinity.

Neither the technical nor price proposal submitted by Trinity contained any information regarding scaled pricing and there was no exception taken in either proposal related to pricing or scaled pricing.

On October 3, 2023, oral presentations were held for proposers to present any clarifications or explanations regarding their proposals to the selection committee. Importantly, the proposers were instructed that the oral presentations could not be used to materially change the contents of their proposals. During the oral presentation for the alternate proposal, Trinity explained that the only difference between the primary and alternate proposal was the scaled pricing included in the alternate proposal. In fact, slide 17 of Trinity's presentation for the alternate proposal labeled "Pricing" says the pricing will be scaled and that scaled pricing "provides a lower price due to less risk than a fixed price number."

The purpose of the competitive bidding process is, among other things, "to secure fair competition upon equal terms to all bidders . . . and to afford an equal advantage to all desiring to do business with the county, by affording an opportunity for an exact comparison of bids." *Harry Pepper & Assocs., Inc. v. City of Cape Coral*, 352 So. 2d 1190, 1192 (Fla. 2d DCA 1977). It is established that responses to a solicitation must be capable of assuring the County that, if accepted, the proposal will result in a contract that can be performed in accordance with the requirements of the solicitation. *See, e.g., Glatstein v. City of Miami*, 399 So. 2d 1005, 1007-08 (Fla. 3d DCA 1981).

Here, Trinity has not taken exception to any material terms of the Solicitation in its proposal, and there is nothing in Trinity's proposal that would cause the County to question whether Trinity intends to be bound by its proposal. Trinity's alternate proposal is responsive on its face. Indeed "the responsiveness of a bid is to be determined by the intention of the bidder manifested within the 'four-corners' of the bid documents." *Parker-Hannifin Corporation*, B-186385, 1976 WL 9939 at \*1 (Comp. Gen. Aug. 3, 1976). The County can only evaluate Trinity's alternate proposal based upon the information provided in its written proposal, and Trinity is bound by the contents of its alternate proposal.

Despite the fact that Trinity's alternative proposal is responsive, it may be an issue of responsibility should Trinity disavow their pricing during negotiations or state that they are not able to perform the contract using the pricing provided in their alternate proposal. The proposal submitted by Trinity is not an invitation to negotiate a material change in pricing clearly disallowed by the terms of the Solicitation. The question that remains is whether Trinity is able to honor the pricing provided in its alternate proposal. As this is a question of whether Trinity is capable of performing in accordance with the contract, it is one of vendor responsibility. *See* Implementing Order 2-13 ("In general, solicitation requirements for information relating to a bidder or proposer's financial condition, capability, experience and past performance pertain to responsibility....The term responsible is not limited in its meaning to financial resources and capabilities but includes a bidder or proposer's honesty and integrity, skill and business judgment, experience and capacity for carrying out the proposed work, previous conduct under other contracts and the quality of previous work performed...Determination of bidder or proposal responsibility are ultimately made by the Board of County Commissioners, or in those instances of delegated authority, by the County Mayor or Mayor's designee, with the advice of the County's professional staff and/or selection and negotiations committee....Issues of responsibility are fundamentally ones of business judgment and policy and should not be covered in responsiveness determinations of the County Attorney's Office").

## CONCLUSION

Based upon the four-corners of Trinity's proposal, the alternate proposal should not be considered non-responsive for the reasons raised in your October 18 memorandum. The issue of whether Trinity is able to perform under the terms of the Solicitation is a question of vendor responsibility.



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Melanie J. Spencer



## MEMORANDUM (Revised)

**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** October 21, 2025

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(P)(2)

Please note any items checked.

- \_\_\_\_\_ **“3-Day Rule” for committees applicable if raised**
- \_\_\_\_\_ **6 weeks required between first reading and public hearing**
- \_\_\_\_\_ **4 weeks notification to municipal officials required prior to public hearing**
- \_\_\_\_\_ **Decreases revenues or increases expenditures without balancing budget**
- \_\_\_\_\_ **Budget required**
- \_\_\_\_\_ **Statement of fiscal impact required**
- \_\_\_\_\_ **Statement of social equity required**
- \_\_\_\_\_ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- \_\_\_\_\_ **No committee review**
- \_\_\_\_\_ **Applicable legislation requires more than a majority vote (i.e., 2/3’s present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5’s \_\_\_\_, unanimous \_\_\_\_, majority plus one \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) \_\_\_\_, CDMP 9 vote requirement per 2-116.1(4)(c) (2) \_\_\_\_ ) to approve**
- \_\_\_\_\_ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(P)(2)  
10-21-25

RESOLUTION NO. R-1028-25

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0000173, INMATE MEAL SERVICE PROGRAM, TO CSS-SUMMIT PREMIER JOINT VENTURE IN THE AMOUNT OF \$327,946,224.00 FOR A FIVE-YEAR TERM WITH TWO, FIVE-YEAR OPTIONS TO RENEW FOR THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWALS, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

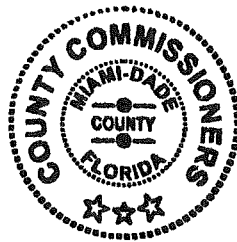
**Section 1.** This Board approves award of Contract No. EVN0000173, Inmate Meal Service Program, in substantially the form attached and made a part hereof, to CSS-Summit Premier Joint Venture in a total amount not to exceed \$327,946,224.00 for a five-year term with two, five-year options to renew for the Miami-Dade Corrections and Rehabilitation Department.

**Section 2.** This Board authorizes the County Mayor or County Mayor's designee to execute the agreement and exercise all provisions of the contract, including any cancellation, renewals, or extensions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

The foregoing resolution was offered by **Sen. René García**,  
 who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez**  
 and upon being put to a vote, the vote was as follows:

|                                 |               |                        |            |
|---------------------------------|---------------|------------------------|------------|
| Anthony Rodriguez, Chairman     | <b>aye</b>    |                        |            |
| Kionne L. McGhee, Vice Chairman | <b>absent</b> |                        |            |
| Marleine Bastien                | <b>aye</b>    | Juan Carlos Bermudez   | <b>aye</b> |
| Sen. René García                | <b>nay</b>    | Oliver G. Gilbert, III | <b>aye</b> |
| Roberto J. Gonzalez             | <b>aye</b>    | Keon Hardemon          | <b>aye</b> |
| Danielle Cohen Higgins          | <b>absent</b> | Eileen Higgins         | <b>aye</b> |
| Natalie Milian Orbis            | <b>aye</b>    | Raquel A. Regalado     | <b>aye</b> |
| Micky Steinberg                 | <b>aye</b>    |                        |            |

The Chairperson thereupon declared this resolution duly passed and adopted this 21<sup>st</sup> day of October, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA  
 BY ITS BOARD OF  
 COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**  
 Deputy Clerk

Approved by County Attorney as  
 to form and legal sufficiency.

*mjs*

Melanie J. Spencer



**INMATE MEAL SERVICE PROGRAM  
CONTRACT NO. EVN0000173**

THIS AGREEMENT for the provision of culinary management services, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between CSS-Summit Premier Joint Venture, a contractual joint venture existing under the laws of the State of Florida, having its principal office at 9250 W. Flagler Street, No. 1428, Miami, Florida 33174 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide culinary management services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0000173 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated February 22, 2023 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such culinary management services for the County, in accordance with the terms and conditions of this Agreement.

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- A. Common Carrier or Contracted Carrier Attestation Form
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- D. Food Service Equipment List
- E. FSB Staff Position Descriptions

Miami-Dade County, FL

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- F. FSB Workforce Pay Rates
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*MCS*

In consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

## ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be interpreted as follows, except when it is clear from the context that another meaning is intended:

- a. The words "Alpha-Bravo shifts" mean a mandatory directive for officers to remain on duty for a 12-hour shift during emergencies.
- b. The word "Article" or "Articles" means the terms and conditions delineated in this Agreement.
- c. The word "Beverage" or "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral, purified, flavored or enhanced), (viii) liquid concentrate teas and brewed teas, (ix) frozen carbonated and non-carbonated beverages, (x) bar mixers, including shelf stable juices and other mixers, and (xi) any future categories of nonalcoholic beverage products that may be distributed. Note: The definition of Beverage(s) is undergoing continued updates and is subject to change.
- d. The words "Cell Rep Meeting" mean meetings with staff and inmate representatives regarding complaints related to operations.
- e. The words "Common Carrier/Contracted Carrier" mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
- f. The word "Contract" or "Agreement" means collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- g. The words "Contract Manager" mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- h. The word "Contractor" means CSS-Summit Premier Joint Venture and its permitted successors.
- i. The words "Cook-Chill System" means a food preservation technology in which foods are fully cooked, rapidly chilled, refrigerated for storage, and reheated before serving.
- j. The word "County" means Miami-Dade County, a political subdivision of the State of Florida.
- k. The word "Days" means calendar days.
- l. The word "Deliverables" means all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- m. The words "Developed Works" mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- n. The words "Food Service Training Program" or "FSTP" mean the program established by the Contractor to provide inmates with the skills needed to work in the food service industry when released.
- o. The words "General Population" mean inmates consuming regular meals with no dietic restrictions.
- p. The words "Heightened Security Review" mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.
- q. The words "Inmate Housing Units" mean the living environment inmates reside in.

- r. The words "Inmate Meal Services" mean any meals prepared for persons housed at correctional facilities, the Community Action & Human Services Department's – New Directions Residential Treatment Center and for any juveniles detained at Juvenile Services Department's Juvenile Assessment Center.
- s. The words "Material Change" mean federal, state, local legislation, and/or adopted written policy that adversely impacts the provisions and operating conditions of the Services in this Contract including, but not limited to, meal requirements and/or jail conditions that may alter the manner in which the Services will be delivered. Living Wage adjustments based on existing legislation shall not be considered a Material Change.
- t. The words "Licensed Software" mean the software component(s) provided pursuant to the Contract.
- u. The words "Pouring Rights" mean the right to make available, sell, dispense, and serve Beverages, which right may or may not be to the exclusion of certain Beverage makers and distributors.
- v. The words "Project Manager" mean the County Mayor or the duly authorized representative designated to manage the Project.
- w. The words "Scope of Services" mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- x. The word "Service" or "Services" means the provision of culinary management services in accordance with the Scope of Services.
- y. The word "Subcontractor" or "Subconsultant" means any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- z. The word "Work" means all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 65, 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. EVN0000173 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

## **ARTICLE 3. RULES OF INTERPRETATION**

- a. References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b. Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c. The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d. The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e. The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.



- f. The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

#### **ARTICLE 4. NATURE OF THE AGREEMENT**

- A. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- B. The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- C. The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- D. The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- E. The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on the date set forth on the first page (the "Effective Date") and shall continue through the last day of the sixtieth (60<sup>th</sup>) month, thereafter. The County, at its sole discretion, may renew this Contract for two, five-year periods. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

#### **ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

**(1) To the County**

- a) to the Project Manager:

Miami-Dade County  
Corrections and Rehabilitation Food Services Bureau  
Attention: Commander Max Praschnik  
1351 NW 78th Avenue

Doral FL 33126  
Phone: (786) 263-6359  
Fax: (786) 263-6363  
E-mail: [Max.Praschnik@miamidade.gov](mailto:Max.Praschnik@miamidade.gov)  
and

b) to the Contract Manager:

Miami-Dade County  
Strategic Procurement Department  
Attention: Director, Chief Procurement Officer  
111 NW 1st Street, Suite 1300  
Miami, FL 33128-1974  
Phone: (305) 375-4900  
Email: [cpo@miamidade.gov](mailto:cpo@miamidade.gov)

**(2) To the Contractor**

CSS Summit-Premier Joint Venture  
Attention: Marlin Sejnoha  
5559 S. Archer Avenue, Suite 3  
Chicago, IL 60638  
Phone: (605) 310-4950  
E-mail: [marlinsejnoha@gmail.com](mailto:marlinsejnoha@gmail.com)

with required copies (which alone shall not constitute notice) to:

Simpson Dattilo, LLC.  
Attention: Matthew Thomas Dattilo  
1 Oakbrook Terrace, Suite 801  
Oakbrook, IL 60181  
Phone: 312-416-1953 ext. 2  
E-mail: [matt@simpsondattilo.com](mailto:matt@simpsondattilo.com)

and to:

Summit Food Service, LLC  
Attention: Brittany Mayer-Schuler  
4920 Westway Park Boulevard, Suite 150  
Houston, TX 77041  
Phone: (612) 382-8485  
E-mail: [brittany.schuler@summitfoodservice.com](mailto:brittany.schuler@summitfoodservice.com)

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 7. PERFORMANCE BOND**

The Contractor shall provide a Performance Bond in the amount of 25% of the total agreed upon annual (52 week) contract price for Services. A Performance Bond shall be delivered to the County within fifteen (15) calendar days after the effective date of the resolution awarding this Contract, if any. Performance Bond may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. No other forms shall be accepted. If the Contractor fails to deliver the Performance Bond within this specified timeframe, included granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty, and the County shall not accept any Proposal from the Contractor for a twelve (12) month period following such default.

**ARTICLE 8. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

- A. The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B, *Price Schedule*. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.
- B. All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.
- C. With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

**ARTICLE 9. PRICING****A. Unit Prices**

The County shall reimburse the Contractor for services rendered pursuant to the prices reflected in Appendix B. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

**B. Stipulations for Prices**

1. A cost not specifically identified in Appendix B, *Price Schedule*, shall be deemed non-compensable by the County unless otherwise agreed in writing.
2. Meals provided during emergencies shall be purchased at the same rate applicable to Table 1 for Breakfast, Lunch, and Dinner prices, in accordance with Appendix B, *Price Schedule*, subject to the Force Majeure provisions of Article 44.
3. The Parties acknowledge that during the term of the Agreement, the use of County Staff will generate a credit to be applied to County's invoices ("County Staff Credit"). As the division of labor between the County and the Contractor shifts, the County Staff Credit will be adjusted, in accordance with the calculation in Paragraph C below.

**C. The calculation of the County Staff Credit is as follows:****i. Initial Calculation**

Prior to the effective date, the County will provide the Contractor with a current Budgeting Analysis Tool that provides the total benefits and labor costs for County Staff and broken down by individual County Staff member. The total amount for all employees for a year shall be the "Initial Labor Cost". For illustrative purposes, the Initial Annual Labor Cost is estimated to be \$3,535,502.

- The Initial Annual Labor Cost will then be divided by the estimated total number of meals served as depicted in Appendix B, *Miscellaneous Costs* ("Annual Meals"). For illustrative purposes, the 2025 Annual Meals are 5,250,525. The 2025 Annual Labor Cost (\$3,535,502) divided by the 2025 Annual Meals (5,250,525) is equal to \$0.673 (the "Initial County Staff Surcharge").
- The Initial County Staff Surcharge will be added to the applicable price per meal above to create one per meal price per year, ("2025 Total Price Per Meal"). For the purposes of illustration, the 2025 Total Price Per Meal is \$3.523.

**ii. Calculation of Credit**

- The Total Price Per Meal is intended to represent the cost if no County Staff were utilized. In order to account for the use of County Staff, the County will receive a County Staff Credit on each invoice for the labor and benefit costs of the County Staff.



- For each invoice period, the County will provide to the Contractor a breakdown of hours worked, by individual, and a total amount of compensation paid to County Staff during that invoice period ("Monthly County Staff Compensation").
- On the following month's invoice, the Contractor shall credit the County the amount of the previous month's Monthly County Staff Compensation.
- If an individual County Staff employee leaves at any time during a calendar year, that employee's compensation and benefits will be removed from the Annual Labor Cost on a prorated basis.
- The Parties agree that the County Staff Credit paid to the County for a calendar year will not exceed the applicable "Adjusted Annual Labor Cost" (which will be calculated by removing employees' from the Annual Labor Costs) as necessary provided to Contractor.
- Once all County Staff have been separated from the Contractor's labor force, the County Staff Credit shall no longer be included in future invoices.

D. The County Staff Surcharge will be recalculated by October 1<sup>st</sup> of every year of the contract.

If the current year's Annual Labor Costs exceeds the prior year's "Adjusted Annual Labor Costs, the County Staff Credit will be calculated as follows:

- i. The current year's Annual Labor Costs will be reduced by the amount of the prior year's Adjusted Annual Labor Costs.
- ii. That amount will be divided by the Annual Meals (5,250,525).
- iii. This amount will be the new County Staff Surcharge and will be added to the Price Per Meal, the total of which will be the new Total Price Per Meal.

## ARTICLE 10. PRICE ADJUSTMENTS

### A. Standard Price Adjustments

The County shall consider a request from the Contractor for a price adjustment prior to the annual anniversary date of contract commencement based on the Consumer Price Index – Food Away from Home (All Urban Consumers, Not Seasonally Adjusted, Miami-Ft. Lauderdale-West Palm Beach, FL). The Contractor's request for adjustment shall be submitted at least sixty (60) days prior to the annual anniversary date. The CPI price adjustment shall apply to the costs associated with the Component Meals Costs Category.

Price adjustments or modifications to contract prices related to scaled pricing models are strictly prohibited.

### B. Price Adjustments Pursuant to Living Wage

Adjustments to staff wages may be requested at such time that there is an increase in the Living Wage, in accordance with the Living Wage Ordinance effective October 1st of each year. The Contractor may request an adjustment based on the Living Wage at least sixty (60) days prior to October 1 of each calendar year. Price adjustments related to Living Wage shall be applied only to the Personnel Costs Category.

Living Wage rates in effect are available via the link below:

<https://www.miamidade.gov/global/business/smallbusiness/living-wage.page>

### C. Price Adjustments for Material Change

- i. The Parties recognize and acknowledge that Contractor Employees may seek to unionize during the duration of this Agreement. Should Contractor employees successfully unionize and a resultant collective bargaining agreement results in material increases in costs for the Contractor, the Contractor may request a price adjustment to offset the additional costs. The Parties may negotiate such increase.
- ii. The Contractor may request an amendment (Request for Equitable Adjustment) to the Contract in the event that there is a Material Change. The request shall set forth in writing: (a) a description of the Material Change; (b) a description of how the

event or circumstance materially expands the scope or delays or increases the cost of performing the contract services; (c) a request for an adjustment in the contract which the Contractor determines necessary for equitable treatment in light of the Material Change; (d) documentation to support the request. The County shall review and approve or reject the Request for Equitable Adjustment within thirty (30) days or receipt. By exception, if the Request for Equitable Adjustment requires the approval of the Board of County Commissioners, such period shall be extended as necessary to obtain such approval. The provisions in this Section shall be without prejudice to the right of the Contractor to seek redress under Article 17 of this Agreement.

## **ARTICLE 11. LIVING WAGE**

The Contractor shall comply with the provisions of Section 2-8.9 of the Code of Miami-Dade County, also known as the Living Wage Ordinance (<https://www.miamidade.gov/business/library/ordinances/living-wage-code.pdf>) and hereby acknowledges awareness of the penalties for non-compliance.

## **ARTICLE 12. METHOD AND TIMES OF PAYMENT**

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein. Additionally, the County shall deduct the labor contribution provided by County staff from any amounts due to the Contractor.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to [invsubp@miamidade.gov](mailto:invsubp@miamidade.gov); or
- Hard copy format mailed to:  
Miami-Dade County, Finance Shared Services  
111 NW 1<sup>st</sup> Street, 26 Floor  
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Miami-Dade County Corrections and Rehabilitation  
Food Services Bureau

1351 NW 78th Avenue  
Doral FL 33126  
Attention: Commander Max Praschnik  
E-mail: [Max.Praschnik@miamidade.gov](mailto:Max.Praschnik@miamidade.gov)

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

### ARTICLE 13. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of County, its agents or employees.. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including products/completed operations. **Miami-Dade County must be shown as an additional insured.** CG 2037 or CG 2010 11/85 endorsements are required.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

**The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:**

**Miami-Dade County  
111 NW 1st Street  
Suite 2340  
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.



Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

#### **ARTICLE 14. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder, provided all such requests for removal of personnel shall be for lawful, non-discriminatory reasons. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position. The County shall make reasonable efforts to ensure applicants' background checks are completed in a timely manner.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.
- g) The Contractor or County may request an amendment to the contract in the event there is a Material Change in the operating conditions of the contract. Material Changes may require negotiations, and further Board approval. There shall be no impact to current services while the negotiations and Board approval are ongoing.
- h) The Contractor represents and warrants that as of the effective date of this Agreement, the Contractor intends to utilize one or more certified Miami-Dade County Small Business Enterprises (SBEs) to supply product and/or services related to the

Contractor's provision of the Services. The anticipated target amount of such relationships is \$5,037,000 annually. The parties acknowledge that during the term of this Agreement, the Contractor may vary the products and/or services supplied or change the SBE(s) used as the business requires, however, the amount allocated for SBE participation shall remain largely unchanged.

i) Supplemental Headcounts at Extra Cost When Absence Occurs:

The Parties recognize that the County is responsible for performance management and discipline of County staff utilized as Contractor staff, including but not limited to overseeing attendance, administering corrective action, and terminating individuals. Given that the provision of a sufficient number of competent and qualified professionals/personnel may be directly impacted by such County managerial decisions, if County staff utilized as Contractor staff is absent, the Contractor may supplement its regularly assigned staff with additional Contractor-employed headcounts to fill the absence. In such circumstance, the County will not be due a credit for the time of service provided by the Contractor's staff.

j) The County Project Manager shall serve as the point of contact with the Contractor regarding County Staff, available at any given time. The County Project Manager shall advise Contractor on all County Staff personnel issues relevant to the performance of the Services. This may include, but not limited to, status of disciplinary actions, no-shows, terminations, and other activities related to performance of the Services. The Contractor shall also notify the County Project Manager of any performance issues or problems regarding County Staff.

The parties acknowledge the importance of proper staffing to perform the Services. To that end, the County Project Manager will provide the Contractor with any absences, scheduled time-off or vacancies, as soon as they are informed and before the start of any shift. This will allow the Contractor proper time to ensure any necessary replacements.

#### **ARTICLE 15. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. County staff utilized as Contractor staff under this Contract will **not** be considered employees of the Contractor. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

The County shall provide the Contractor a list of all County staff employees who will be utilized to perform the Services. Such list shall be provided four (4) months prior to the full transition of the meal preparation operations. The County agrees that the Contractor will not cover County staff under its Worker's Compensation Program, and to the extent County staff suffers workplace injury, unless caused by the Contractor's intentional act, subject to the limitations set forth in Section 768.28 Florida Statute, the County will indemnify and defend any and all claims brought by County staff against the Contractor. To fully effectuate the intent herein, the County and/or its insurer will also execute a waiver of subrogation in favor of the Contractor.

For the avoidance of doubt, the Parties agree and intend that under no circumstance shall the Contractor be construed to be an employer or joint employer of County staff in that the Contractor neither shares nor codetermines the essential terms and conditions of employment for County staff. As stated herein, the County employs County staff and is responsible for overseeing attendance, administering corrective action, responsibly directing, and terminating County staff. Moreover, the County has solely determined County staff wages, benefits, schedules, duties, and work rules, having bargained over and agreed to the same, prior to this Contract and without involvement of the Contractor.

#### **ARTICLE 16. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons employed by the Contractor and engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

**ARTICLE 17. DISPUTE RESOLUTION PROCEDURE**

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit.**
- d) In the event of such dispute the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive. Exhaustion of these procedures shall be a condition precedent to any lawsuit. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the completion of the procedures set forth in Article 17(c) above.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. In addition to such remedies that may exist within this Agreement, the Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

**ARTICLE 18. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.



- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

#### **ARTICLE 19. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

#### **ARTICLE 20. AUDITS**

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Upon Contractor's request and reasonable prior notice, the County shall make pertinent non-exempt public records regarding the County Staff, including but not limited to terminations, disciplinary actions, and relevant union negotiations, available to Contractor. Such documents may be made available upon ordinary business hours for the purposes of verifying County's compliance with the terms of the Agreement. Nothing herein shall be deemed to grant Contractor the right to audit internal records of the County generally.

#### **ARTICLE 21. SUBSTITUTION OF PERSONNEL**

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

#### **ARTICLE 22. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

Notwithstanding anything to the contrary in this Agreement, including any work orders, amendments or addendums thereto, the Contractor agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Agreement or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected County Constitutional Officer, (i.e., Sheriff, Supervisor of Elections, Property Appraiser, Tax Collector or Clerk of Courts) upon the creation of such office in Miami-Dade County without any further consent from the Contractor. Upon the assignment, transfer or conveyance of the Agreement, or a portion thereof, to the elected County Constitutional Officer and the acceptance of such by the elected County Constitutional Officer, the County shall be relieved of all obligations under this Contract, or such portions of the Agreement assumed by the elected County Constitutional Officer.

Should the County assign, transfer or convey only a portion of this Agreement to an elected County Constitutional Officer, the Agreement shall be divided into two separate Agreements and the elected County Constitutional Officer shall assume all pro-rata rights, benefits and obligations of the portion of the Agreement assigned, transferred or conveyed to the elected County Constitutional Officer as if such portion was a separate agreement entered into between the Contractor and the elected County Constitutional Officer. The elected County Constitutional Officer shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for

notice of such action to the Contractor within thirty (30) days of any such assignment, transfer, or conveyance.

#### **ARTICLE 23. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

#### **ARTICLE 24. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

#### **ARTICLE 25. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### **ARTICLE 26. TERMINATION AND SUSPENSION OF WORK**

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 27) and fails to cure said Event of Default (as delineated below in Article 28), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.

- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County, provided that the County will provide at least sixty (60) days for any such termination for convenience.
- c) If County terminates this Agreement for cause under Article 26(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop Work on the date specified in the notice (the "Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
  - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
  - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.
- i) The Contractor shall provide the County with a capital investment in the amount of one hundred eighty thousand dollars (\$180,000.00) for the purpose of upgrading the three Officer Dining Rooms during the initial five (5) year term of the agreement and shall be amortized over the same period. The improvements shall be based on the mutual agreement of both parties and take into consideration the needs of the facilities. Should this Agreement be terminated for any reason, including for Convenience, by the County prior to end of the fifth (5th) year following the effective date, the County agrees to repay Contractor the unamortized value of the Capital Investment within thirty (30) days of the Contract's date of termination.



All equipment purchased under this provision will be the property of the County, subject to the repayment obligations of this Article, and the County will be responsible for paying all sales taxes assessed on the equipment unless the County is exempt from the payment of sales tax.

#### **ARTICLE 27. EVENT OF DEFAULT**

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
  - vii. the Contractor has failed in the representation of any warranties stated herein; or
  - viii. the Contractor fails to comply with Article 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

#### **ARTICLE 28. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the party claiming such deficiency, the party claiming such deficiency shall notify the breaching party (the "Default Notice"), specifying the basis for such default, and advising the breaching party that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the party claiming such deficiency may, in its sole discretion, allow the breaching party to rectify the default to the party claiming such deficiency's reasonable satisfaction within a thirty (30) day period. The party claiming such deficiency may grant an additional period of such duration as it shall deem appropriate without waiver of any of its rights hereunder, so long as the breaching party has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the party claiming such deficiency prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

#### **ARTICLE 29. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;

- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

#### **ARTICLE 30. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

#### **ARTICLE 31. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing

if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.
- d) To the extent permitted under applicable law, the County similarly agrees to not sell, transfer, publish, disclose, display, license, or otherwise make available to others any part of the Contractor's Confidential Information without the prior written consent of the Contractor.

## **ARTICLE 32. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

## **ARTICLE 33. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the

Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect. Notwithstanding anything contained herein to the contrary, the Contractor and its Subcontractor shall not be required to grant to the County any license or right to Licensed Software which the Contractor itself does not possess, or is otherwise not transferrable on its terms.

#### **ARTICLE 34. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST**

a) **Supplier/Vendor Registration**

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.

b) **Conflict of Interest and Code of Ethics**

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

**ARTICLE 35. INSPECTOR GENERAL REVIEWS****Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

**Exception:** The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.



**ARTICLE 36. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- b) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- c) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- d) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- e) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- f) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- g) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- h) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- i) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- j) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Any other laws prohibiting wage rate discrimination based on sex.
- o) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **ARTICLE 37. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 38. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information

to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

#### **ARTICLE 39. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County or as required for compliance with a subpoena or court order; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

#### **ARTICLE 40. BANKRUPTCY**

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

#### **ARTICLE 41. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

#### **ARTICLE 42. COUNTY USER ACCESS PROGRAM (UAP)**

##### **a) User Access Fee**

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

##### **b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

#### **c) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

### **ARTICLE 43. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES**

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

### **ARTICLE 44. FORCE MAJEURE**

Under applicable law, "Force Majeure" shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

### **ARTICLE 45. FIRST SOURCE HIRING REFERRAL PROGRAM**

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

### **ARTICLE 46. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public

records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, [ISD-VSS@MIAMIDADE.GOV](mailto:ISD-VSS@MIAMIDADE.GOV), 111 NW 1<sup>st</sup> STREET, SUITE 1300, MIAMI, FLORIDA 33128.**

#### **ARTICLE 47. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION AND/OR PROTECTED HEALTH INFORMATION**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security, and electronic transfer standards, include but are not limited to:

1. Use of information only for performing Services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically a description of the types of uses and disclosures that would be made with protected health information.

#### **ARTICLE 48. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)**

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: <http://www.uscis.gov/e-verify>

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall



terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

#### **ARTICLE 49. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER or CONTRACTED CARRIER**

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the common carrier or contracted carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section [908.111](#), Florida Statutes ("F.S."), "Prohibition against governmental entity contracts with common carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section [908.111](#), F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attestation by the Contractor shall be in the form attached to this Contract as **Exhibit A - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section [908.111](#), F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

#### **ARTICLE 50. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT**

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

#### **ARTICLE 51. PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS**

The Contractor shall adhere to Payment Card Industry (PCI) Data Security requirements. Contractor is responsible for security of cardholder data in its possession. Such data can ONLY be used for the purpose of providing the services in this Agreement, providing fraud control services or for other uses specifically required by law.

The Contractor shall provide business continuity in the event of a major disruption, disaster or failure. Contractor will contact the County's Chief Security Officer immediately to advise of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor shall provide, at no cost to the County, a PCI representative, or a PCI approved third party with full cooperation and access to conduct a thorough security review. The review will validate compliance with the PCI Data Security Standard for protecting cardholder data.

The Contractor shall properly dispose of sensitive cardholder data when no longer needed and shall treat all cardholder data as confidential, including after the expiration of this Agreement. Contractor shall provide the County's PCI Compliance Officer, Finance Department at (305) 375-5245, documentation showing PCI Data Security certification has been achieved. Contractor shall advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements. Failures include but are not limited to system scans and self-assessment questionnaires and if requested provide a timeline for corrective action.

## **ARTICLE 52. PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE**

The Contractor shall comply with the Payment Card Industry Data Security Standards in effect throughout the term of this agreement. If at any time any of the components, including but not limited to the Contractor's system, equipment, hardware, software, or policies, becomes non-PCI compliant, the Contractor is responsible for all costs related to upgrading the system so that PCI compliance is maintained throughout the term of the agreement.

- a. The Contractor confirms its knowledge of and commitment to comply by providing the following proof that the Contractor's devices/applications/processes meet current, published, PCI compliance requirements:
  1. The Contractor's current annual PCI Compliance certification, if applicable. The County has the right to audit Contractor compliance by requesting copies of the Contractor's PCI compliance certifications at any time.
  2. During an installation or a major system upgrade, the Contractor must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across MDC/s systems and networks, the internet, and the processor network.
- b. Provide Security Matrix for new systems (Attachment B - Information Technology Security Matrix). The Contractor shall resubmit the aforementioned passing, updated, completed, and signed PCI compliance documents annually to the County. Furthermore, the Contractor shall update its solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Security Council and remediate any critical security vulnerabilities within thirty (30) days of identification.
- c. Contractor with third-party payment solutions shall provide the following upon County Department request in accordance with PCI requirement 12.9.2:
  - a. PCI DSS compliance status information for any service the third-party Contractor performs on behalf of the department (PCI Req# 12.8.4).
  - b. Documentation indicating which PCI DSS requirements are the responsibility of the Contractor, and which are the responsibility of the County Department, including any shared responsibilities (PCI Req# 12.8.5).
- d. Sensitive Authentication data and Primary Account number shall not be stored by the Contractor's application at any point, even if masked. Any other Card holder data should not be stored by the Contractor's application unless it is absolutely needed for County's operations.
- e. POS (Point of Sale) must be routed directly to Miami-Dade County's merchant provider and must be Europay, Mastercard and Visa (EMV) compliant. All POS devices must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, Apple Pay, or Samsung Wallet.
- f. For payment processing applications, proof of validation must be countersigned by the PCI Council. Documentation to be submitted is as follows:
  1. AOC for the application - Attestation of Compliance

## 2. Most current AOV – Attestation of Validation (when applicable)

- g. Cashiering Application systems that utilize MDC network for payment processing must be a validated PCI Point-to-Point Encryption (P2PE) solution and transactions routed through our approved County merchant processor. The County's approved P2PE solution is Elavon's PCI Safe T P2PE Link Protect services. Confirmation of validated P2PE solution shall be provided as found on the PCI Council's P2PE Solutions website.

[https://listings.pcisecuritystandards.org/assessors\\_and\\_solutions/point\\_to\\_point\\_encryption\\_solutions?agree=true](https://listings.pcisecuritystandards.org/assessors_and_solutions/point_to_point_encryption_solutions?agree=true)

Prior to production going live, the P2PE Instruction Manual shall be provided as found on PCI website.

[https://www.pcisecuritystandards.org/documents/P2PE\\_v3.0\\_PIM\\_Template.docx?agreement=true&time=1645920000555](https://www.pcisecuritystandards.org/documents/P2PE_v3.0_PIM_Template.docx?agreement=true&time=1645920000555).

- h. Internet transactions and all other applications must be routed through Miami-Dade County's Internal Payment Gateway (Payment Card).
- i. Exceptions to any of these requirements shall require written justification by the Department Director **prior to** purchase of software/hardware, including a cost/benefit analysis, and require written approval by both the Miami Dade County Finance Director.
- j. Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting / processing PIN numbers for security reasons. Miami-Dade County provides two basic services that allow the Contractor's application to interact with its Payment Gateways:
  1. Web-based Credit Card Transaction Service
  2. Recurring Payment Service (for monthly or yearly recurring payments). This service will allow merchants to develop recurring credit card payments on behalf of their payers. This is a SOAP Web Service, and Miami-Dade County will provide the service WSDL and the necessary documentation. The Recurring Payment Service is PCI-compliant, and all the sensitive credit card data is stored offsite in the County's clearinghouse.

There are three different ways that a merchant customer can handle the Credit Card transaction processing:

## a. Option #1:

The Contractor's application interfaces directly with Miami-Dade County's Payment Gateway via a RESTful web-service. Miami-Dade County will provide the XML schemas to all basic services: web payment processing, void, refund, and recurring payments. Miami-Dade County will also provide all the necessary URLs for these services, as well as documentation detailing fields and response codes. All services will respond with the same XML receipt.

This solution will require the Contractor's application to fully interact with Miami-Dade County's Payment Gateway, reacting to processing and system errors. Even though this solution requires more development and integration from the Contractor, it will offer the greatest flexibility and customization level. This option also requires for the Contractor's application to be hosted on a server inside the County's managed network, since Miami-Dade County's Payment Gateway is not accessible from the Internet. If the application is outside of the County's Managed network, Miami-Dade County can develop a Payment Module Application (option #2) that will service the Contractor's application.

## b. Option #2:

The Contractor's application will utilize a Payment Module Web Application developed and maintained by Miami-Dade County. This solution can be a standard web application, a mobile web application, or both. A link will be provided on the Contractor's application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the Contractor's application), there would be a "Pay Now" button that will redirect the payer to the Miami-Dade County Payment Module via HTTPs post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires only minor development effort on the Contractor's side. The Contractor will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted; SSL protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process

the transaction via the Miami-Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the Contractor's application. This solution will not require the Contractor's application to be hosted in the County's managed network. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the Contractor's side.

c. Option #3:

If the Contractor's solution cannot interface directly with Miami-Dade County's Payment Gateway, provided the solution is compliant with the current version of the PCI Data Security Standards (PCI DSS 4.0.1 or later), the Contractor must provide independent validation of its compliance, including but not limited to attestation of compliance, vulnerability assessments, and penetration testing results from a qualified security assessor (QSA) for review and approval. This evidence must demonstrate that the Contractor's solution meets all relevant PCI DSS requirements for secure cardholder data environments (CDEs) and maintains appropriate security controls and monitoring mechanisms.

For approval, the Contractor must submit a detailed technical architecture, including data flow diagrams showing all interactions with Miami-Dade County systems and a comprehensive description of the security measures in place to protect cardholder data by the Contractor and any sub-contractors included in the process. This documentation will be reviewed by the Miami-Dade County PCI Committee, which must approve the solution before submitting for County Senior Management's final authorization along with a memorandum and cost benefit analysis from the County Department requesting this solution.

This option requires the Contractor to ensure the secure transmission and storage of cardholder data in accordance with PCI DSS requirements and is an alternative for solutions that must operate independently of the County's managed network. As part of the approval process, the Contractor (and sub-contractors) must agree to periodic compliance audits and to provide ongoing assurance of PCI DSS adherence.

#### **ARTICLE 53. POURING RIGHTS**

The County reserves the right, at its sole and absolute discretion, to enter into future agreements with other Suppliers/Vendors to provide such Suppliers/Vendors the exclusive right to supply the County with Beverages or enter into agreements that provide that certain branded Beverages shall be the only Beverages that will be sold, dispensed, or served at County facilities. Such agreements may take the form of Pouring Rights agreements, sponsorship agreements, marketing partnership agreements or other exclusive rights agreements. The Contractor agrees and acknowledges that because of such future agreements the Contractor may be required to supply only Beverages of a certain brand to the County. Additionally, the Contractor agrees and acknowledges that such agreements may cause the County to terminate this agreement with the Contractor.

#### **ARTICLE 54. ELIMINATING THE DISTRIBUTION OF SINGLE-USE PLASTIC AND POLYSTYRENE ITEMS TO CONSUMERS ON COUNTY PROPERTY**

By entering into this contract, to the greatest extent possible, the Contractor is precluded from distributing single-use plastics and polystyrene items to consumers in such forms including, but not limited to, straws, containers, utensils, beverage bottles, stirrers, and bags, in accordance with County Resolution No. [R-1030-24](#). Prepackaged foods such as ready-to-eat meals and snack packs are excepted from this preclusion.

#### **ARTICLE 55. DAMAGE TO COUNTY OWNED EQUIPMENT**

The Contractor warrants and agrees that the cost, value, maintenance, repair, and/or replacement of all equipment accepted by the Contractor shall be the sole responsibility of the Contractor, subject to the provisions of Appendix A, Section 2.10 which are incorporated herein by reference. Any equipment purchased by the Contractor to be used in conjunction with the Services under this Agreement shall be i) free from defects in materials and workmanship and remain in good working order; and ii) function in accordance with the requirements of the Scope of Services, Contractor's Proposal, and the Original Equipment Manufacturer's published specifications. The warranty in this Article is in addition to any other warranties set forth in the Contract. Any damage to equipment caused by Contractor's staff shall be the sole responsibility of the Contractor. Any substantiated damage to equipment caused by County staff or inmates shall be the responsibility of the County. Notwithstanding the foregoing, the Contractor shall not be responsible for any failure to complete repairs and/or replacements due in whole or in part to the acts or omissions of the County, its contracted vendors or the County's

independent contractors.

#### **ARTICLE 56. SOFTWARE**

The Contractor shall provide the County with documentation, satisfactory to the County, confirming that the Contractor has acquired on the County's behalf all software licenses hereunder.

- a. In the event the County purchases a license for the Contractor's licensed software ("Licensed Software"), the Contractor shall provide to the County the computer programs and other materials related thereto with the computer programs.
- b. The Contractor shall, at its own expense, secure and administer for the County, in the County's name, any and all necessary sublicenses or direct licenses for the third-party software, which shall be irrevocable. The Contractor shall secure such sublicenses and direct licenses upon the same terms and conditions as the license between the Contractor and the County contained herein and additional terms and conditions which, in the County's sole discretion, are acceptable to the County.
- c. Upon termination or expiration of this Agreement, the County shall be granted a license for the Licensed Software for the sole purpose of accessing the existing data related to the Scope of Services under the Agreement. The County may not assign any rights to the use of the Licensed Software to any third party.

#### **ARTICLE 57. SOFTWARE LICENSE**

The Contractor hereby grants to the County, and/or its agents, suppliers and vendors, a non-exclusive, irrevocable software license to use any software, purchased by the County during the term of the Agreement.

Subject to Article 52(c.), as used above, "irrevocable" shall include, but not be limited to, the right of the County to continue using the Contractor's Licensed Software irrespective of any material breach or default pursuant to the terms hereof.

#### **ARTICLE 58. SCOPE OF LICENSE**

The County may use the Licensed Software on any and all equipment configurations of whatever make, manufacture, and/or model, owned, controlled, or contracted for, by the County or entities controlling, controlled by, under common control with, or affiliated with the County or which may assume responsibilities of the County or any successors of the County.

#### **ARTICLE 59. SOFTWARE RELATED DOCUMENTATION**

The Licensed Software related documentation will consist of any and all operator's and user's manuals, training materials, guides, and listings. The documentation will, in all cases, be fully applicable to the use of the software. The Contractor shall deliver to the County, at least, three copies of said documentation. The County will have the right, as part of the license granted herein, to make as many additional copies of the documentation as it may deem necessary.

#### **ARTICLE 60. OPERATING ENVIRONMENT FOR INFORMATION SYSTEMS**

The system, including software and/or applications, will be capable of operating fully and correctly in the operating environment identified in the Scope of Services. The Contractor hereby warrants and represents that the system will be fully compatible and will interface completely with each software/application provided hereunder. The addition or connection of other computer software or equipment will not adversely affect the performance of the system.

#### **ARTICLE 61. SOFTWARE ENHANCEMENTS/MODIFICATIONS**

The Contractor shall provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder to the extent available in accordance with the Contractor's release schedule at no extra charge.

The County may, from time to time, request that the Contractor incorporate certain features, enhancements, or modifications to the Licensed Software. Upon the County's request for such enhancements/modifications, the County shall prepare a Statement of Work for the specific project that shall define in detail the services to be performed.



- a. Each Statement of Work executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become part of the Licensed Software. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- b. Following the County's acceptance of any enhancements/modifications, the Contractor shall provide the County, if so requested, with written confirmation of the date the enhancement/modification was applied to the Licensed Software, and any and all documentation related of the Licensed Software and/or enhancement/modifications thereto.

All such error corrections, bug fixes, patches, updates, or new releases shall be the sole property of the Contractor.

#### **ARTICLE 62. SOFTWARE WARRANTIES**

The Contractor warrants that the Licensed Software shall: i) be free from defects in material and workmanship under normal use and remain in good working order; ii) meet all performance standards set forth in the Scope of Work and the Contractor's Proposal; iii) be of a compiled high level language; iv) not contain viruses or pre-programmed devices which will cause any software utilized by the County to be erased or become inoperable of processing accurately and in accordance with the warranties specified herein and the Scope of Services; and v) be capable of operating fully with the software furnished by the County.

In the event the Licensed Software does not satisfy the conditions of performance set forth in the Scope of Services and the Contractor's Proposal, the Contractor's obligation is to provide a fix or a workaround at the Contractor's expense, or to provide different equipment, software, and services required to attain the performance requirements set forth in the Scope of Services and Contractor's Proposal, at the sole discretion of the County. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a material breach of the Contractor's obligations hereof.

#### **ARTICLE 63. THIRD-PARTY WARRANTIES**

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractors' and suppliers' warranties and representations with respect to the Licensed Software provided hereunder.

#### **ARTICLE 64. FUNCTIONALLY EQUIVALENT SOFTWARE**

The maintenance and support obligations of the Contractor to provide the functions set-forth in this Agreement shall remain unaffected throughout the term of this Agreement. In the event that Contractor should request to discontinue maintenance and support of the then current version of the Licensed Software, the Contractor shall be required to provide to the County, free of charges, and with reasonable time to allow for uninterrupted use by the County, a new version of the Software which shall perform the functions required in this Agreement, and to support and maintain such new version of the Licensed Software.

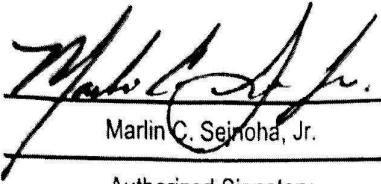
#### **ARTICLE 65. SURVIVAL**

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

CSS Summit-Premier Joint Venture

Miami-Dade County

By:   
Name: Marlin C. Seinoha, Jr.  
Title: Authorized Signatory  
Date: 7-2-25  
Attest:   
ACIKIP SILVA, JR.  
Corporate Officer

By: \_\_\_\_\_  
Name: Daniella Levine Cava  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Juan Fernandez-Barquin  
Clerk of the Court and Comptroller  
By: \_\_\_\_\_  
(Deputy Clerk Signature)

Print Name: \_\_\_\_\_

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

## APPENDIX A SCOPE OF SERVICES

### 2.1 Background

Chapter 8 of the Florida Model Jail Standards (FMJS) states that inmates shall be given three substantial, wholesome, and nutritious meals daily. FMJS Chapter 8 includes the following requirements: Menus – The Recommended Dietary Allowances of the National Research Council – National Academy of Sciences shall serve as the standard for the preparation of menus and the evaluation of menus served. Menus are planned for not less than 28 days in advance and certified by a registered dietitian. Inmates receive additional caloric intake in excess of regular meals if approved by a nutritionist or similarly qualified person, as being reasonably necessary because of work or labor being performed by the inmate. Religious diets are provided if required by their faith. Approximately 48% of the inmate population is on some special diet, either faith-based or medical or behavioral health-based. The largest two categories of the special diets include about 30% faith-based and about 22% soft diets. As a result, MDCR ensures that food preparation, meal assembly and production schedules are monitored constantly and adhered to without deviation. The interval between meals served to the inmate population is governed by the FMJS and any production delay could result in a violation of FMJS standards or adversely impact the safety and security of inmates and staff members.

MDCR and its partner agency Corrections Health Services (CHS) operate under additional standards associated with a Department of Justice (DOJ) Settlement Agreement and a Consent Agreement that went into effect in 2013. Compliance with the 56 provisions of the DOJ Settlement Agreement and the 115 provisions of the DOJ Consent Agreement require and assume full compliance with the FMJS and all related best practices associated with establishing and maintaining safe, secure, and humane conditions of confinement.

MDCR is responsible for the protective care, custody, and control of the County's inmate population. This includes providing three meals daily [breakfast, lunch, and dinner] to inmates housed in MDCR's facilities. Through its Food Services Bureau (FSB), MDCR operates three kitchens [Turner Guilford Knight Center, Metro West Detention Center, and Pretrial Detention Center] where meals are prepared and packaged and produces approximately 15,000 meals per day for the average inmate population of 4,700. Below is the facility overview:

**Table 1. Facility Overview**

| Location                                                                                           | Address                                    | Average Daily Population* | Total Capacity** | Kitchen Capabilities                                                                                                           |
|----------------------------------------------------------------------------------------------------|--------------------------------------------|---------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Turner Guilford Knight Center (TGKC)                                                               | 7000 NW 41 Street, Miami FL                | 1,100 – 1,340             | 1,411            | Full commercial Cook – Chill system including commercial ovens, bakery, meat slicing, hot and cold meal tray sealing equipment |
| Metro West Detention Center (MWDC)                                                                 | 13850 NW 41 Street, Miami, FL              | 2,500                     | 2,568            | Hot meal warming and meal tray assembly                                                                                        |
| Pretrial Detention Center (PTDC)                                                                   | 1321 NW 13 Street, Miami FL                | 1,100                     | 1,427            | Hot meal warming, cold food wrapping and sealing assembly                                                                      |
| Juvenile Services Department (JSD)                                                                 | 275 N.W. 2 <sup>nd</sup> Street, Miami, FL | 0 – 25                    | N/A              | Refrigeration / cooling capacity                                                                                               |
| Community Action & Human Services Department – New Directions Residential Treatment Center (CAHSD) | 3140 N.W. 76 Street, Miami, FL             | 110                       | N/A              | Hybrid residential / commercial equipped with some commercial cooking equipment including commercial Ovens                     |

\*Average daily population may fluctuate depending on the number of persons awaiting cell assignment.

\*\*Total capacity refers to the maximum number of inmates that can be housed within each respective facility.

**TGKC** – The TGKC facility contains the main kitchen for MDCR. All Special Diet Meals are prepared and assembled at this location. Hot food is prepared at TGKC via Cook – Chill and is transported in plastic bags to PTDC and MWDC via refrigerated trucks. Both

Special Diet meals and General Population meals for inmates housed at TGKC are prepared and transported to the housing units where the meals are warmed, if applicable, and served to the inmates.

TGKC contains a commercial kitchen with a full Commercial Cook – Chill including commercial ovens, bakery, meat slicing, hot & cold meal tray sealing equipment. Cook – Chill is composed of several different pieces of equipment that form a cooking system from kettles, tanks, blast chillers, and food transfer stations. The TGKC kitchen is also equipped with an OLIVER™ tray sealing equipment. Trays travel down a conveyer belt where the meals are assembled; at the end of the conveyer, the trays go through a tray sealing station. Cooking equipment is separate and distinct from feeding equipment. Feeding equipment consists of warming units, microwave ovens, etc. located in the corridors or physically inside the Inmate Housing Units. This equipment is used for warming hot meals or the (hot portion) of a meal prior to those meals being served to the inmates.

**MWDC** – General Population meals are assembled in the MWDC kitchen and transported to the Inmate Housing Units where they are warmed and served to the inmates. Special Diet meals arrive from TGKC assembled and ready for warming, if applicable. Special Diets are warmed in the kitchen before being transported to the floors as most of the MWDC housing units are not equipped with warming units designed for paper trays.

MWDC serves their meals using a combination of hard plastic trays and disposable paper trays. MWDC has transitioned from hard plastic trays to the disposable paper trays currently in use at TGKC & PTDC, eliminating the need for the tray washing machine and the costs associated with purchasing plastic tray inserts.

**PTDC** – General Population meals are prepared, assembled, and warmed in the PTDC kitchen. The meals are served using disposable paper trays. The meals are transferred to the floors and distributed to the inmates in their cells. Special Diet meals at PTDC arrive from TGKC assembled and ready for warming if applicable. The PTDC kitchen is equipped with sandwich wrapping & sealing equipment and can prepare all General Population cold food meals required by MDCR.

**JSD** – MDCR provides JSD with cold food only (sandwiches and drinks) on an as-needed basis. MDCR staff does not enter the facility or participate in the JSD detainee feeding process. There is no kitchen on the premises; the facility only has refrigeration and cooling capacity only.

**CAHSD** – MDCR provides CAHSD with breakfast, lunch, dinner meals, and snacks including faith-based meals seven (7) days a week for the Department's New Directions Program. MDCR does not enter the facility or participate in the feeding process. The kitchen is a hybrid residential and commercial facility equipped with some commercial cooking equipment that can be used to prepare food for special events, parties, and cookouts. Commercial ovens are used to warm the breakfast and dinner meals.

### **County Workforce**

The FSB's existing workforce is comprised of approximately 32 full time County employees: 16 Cook 2s; 8 Cook 1s; 3 Food Services Supervisor 2s; 3 Food Service Worker 2s; 1 Custodial Work Supervisor; and 1 Food Services Manager.

The number may vary based on the County workforce at the commencement of the contract. As it relates to this contract, the FSB's existing workforce will be utilized as the Contractor's staff. The Contractor shall be responsible for determining FSB staff location assignment according to operational needs. Prior to assignment or change in assigned location, the Contractor shall provide a two week notice unless the FSB employee waives the notice period and elects to begin their assignment immediately.

The Contractor shall reimburse MDCR for the existing workforce at the employee's County rate of pay, including benefits. Final reimbursement amount may be negotiated based on position responsibility.

## **2.2 Required Scope of Services**

The County is committed to offering local vendors opportunities to provide goods and services to the community. Pursuant to R-422-15, it is the policy of the County, in its proprietary capacity, to establish a preference for the purchase of goods produced or manufactured in Miami-Dade County, including, without limitation, local agricultural products. As a result of the County's commitment

to advance the economic opportunities of these businesses, the County requires the Contractor to procure some of its goods and related services from local businesses. The County and the Contractor will collaborate to identify opportunities to use local vendors.

The Contractor shall assume operational and managerial responsibilities for the provision of inmate meal services. The Contractor may utilize MDCR's FSB kitchen facilities, or the Contractor's own facility, or a combination of MDCR's facilities and the Contractor's facilities.

At a minimum, the Contractor shall:

1. Provide daily inmate meals, 365 days a year, or 366 days per leap year, consisting of a hot breakfast, a cold lunch, and a hot dinner meal, meeting or exceeding the nutritional standards in accordance with the Florida Model Jail Standards (FMJS), the American Correctional Association (ACA), National Research Council – National Academy of Sciences (NAS), National Commission on Correctional Healthcare (NCCHC), Florida Administrative Code, Florida Corrections Accreditation Commission (FCAC), and any/all agency codes and standards.

Inmate provided meals shall not contain pork, trans fat or additional salt. Except if restricted by a specific diet:

- Non-fat milk shall be served seven days a week at breakfast. Milk equivalents are not permitted to meet this requirement.
- Fresh fruit shall be served at lunch seven days a week. Fruit servings shall be a variety of fruits and cannot be the same fruit type throughout the week. Canned fruit or fruit drinks are not permitted to meet this requirement.
- A minimum of four ounces of canned, fresh, or frozen vegetables are required seven days a week at dinner.

Lunch meats shall be a minimum of two-ounce portion. Peanut butter is permitted at lunch in the place of lunch meats and on therapeutic or faith-based diets. Meat portions, at dinner, shall be a minimum of three-ounce portion. Casseroles are limited to four times a week at lunch or dinner. Casseroles may not be served at lunch and dinner on the same day. Casseroles are required to be at least a 10-ounce serving and meet a minimum of three-ounce of meat portion, six-ounce of starch, and two-ounces of sauce, per serving. A vegetable four-ounce portion is not included as a component of a casserole and shall be served as meal component.

No more than 14 hours may lapse between the evening and morning meal. In no case shall the Contractor serve any meals that fail to conform to the specified guidelines and standards for food quality and preparation set for the herein. The Selected Contractor shall not use food that has been prepared or stored in violation of any applicable Food Safety code, or regulation including Federal, State or Local Food Safety Regulations.

Special accommodations may be required for individuals awaiting cell assignment within the TGKC facility. Individuals awaiting cell assignment shall be provided a hot breakfast, lunch, and/or dinner determined by the length of time spent in the processing area.

The Contractor shall also provide special meals and/or accommodations for the following holidays: Ramadan, Passover, Thanksgiving, Christmas, and New Year's. For Ramadan, the Contractor is required to provide inmates observing the holiday non-perishable meals that may be held for consumption at a later time. For Passover, the Contractor is required to provide inmates observing the holiday kosher pre-made meals for breakfast, lunch, and dinner. For Thanksgiving, Christmas, and New Year's, the Contractor is required to provide holiday-themed meals.

Records of meals served shall be maintained in accordance with Florida Department of State General Records Schedule GS2 for Law Enforcement, Correctional Facilities, and District Medical Examiners. The Contractor shall keep on hand sample trays of each meal served, refrigerated for 72 hours, in the event of any foodborne illness findings by the Department of Health.

2. Offer, maintain, and support a minimum of four different menu types, including: a) General Population/New Directions; b) Boot Camp Program; c) Faith-Based menus, including but not limited to Kosher, Halal, and Vegetarian; and d) Therapeutic based menus, including but not limited to "No Salt Added", Diabetic 2200 Calorie, Diabetic 2500 Calorie, Dialysis 1800 Calorie, Dialysis 3000 Calorie, Soft Diet, Liquid Diet, Rehydration Diet, Physician's Request Diet, Pregnancy Diet, Suicide



Prevention Diet, Celiac Diet and Low Residue Diet. Menus shall include a variety of food items and ingredients, and consideration for ethnic backgrounds, appearance and presentation, types of meals, food flavors, repetitiveness, and textures. Where possible, therapeutic and faith-based menus shall follow as closely as possible to the General Population/New Directions menus to decrease disparity between menus.

Menus shall provide the caloric and nutritional breakdowns and be approved by MDCR. Menus shall be planned for not less than 28 days in advance and certified by a dietitian licensed and registered by the State of Florida. A letter certifying menus from a registered dietitian must accompany the menus on an annual basis. MDCR reserves the right to require menu changes, remove meals of unacceptable quality or meals that are problematic for inmate preferences. Menus shall be maintained for a minimum of three years and must be provided upon request by the County.

Upon full transition of operations, the Contractor shall provide all items on the approved food service menu. All menus shall be provided to MDCR captains, at least a week prior to implementation and on a weekly basis thereafter. Menu substitutions must be submitted to MDCR for approval at least 48 hours in advance. All menu substitutions shall be tracked and maintained for a minimum of three years and must be provided upon request by the County in the event of epidemiological investigation during foodborne illness incident or any other food safety related issues.

3. Prepare all meals on-site at the facilities as stated in Section 2.1 in Table 1. Facility Overview. The Contractor utilizing MDCR facilities may rely on off-site prepared meals to supplement their meal preparation services or fully utilize off-site facilities in the event of an emergency as determined by the MDCR, if the main kitchen is unavailable. The Contractor shall obtain approval from MDCR prior to preparing any meals off-site. Meals prepared off site shall be delivered in a clean, sanitary, and secure refrigerated truck.
4. Obtain all necessary licenses, permits, and certifications for performance of the services. The Contractor must pass all required health and sanitation inspection whether by County, State or Federal authorities.
5. Provide all operational supplies, including, but not limited to all food, fresh, canned and frozen, condiments and spices, beverages, cups, plates, flatware, lockdown trays, paper goods, foil and deli wrap, meal transporting carts, cleaning and sanitation equipment, and cleaning supplies. All food supplies not used in preparation shall be stored in a locked, clean, well-ventilated room, free of pests, and kept separate from cleaning compounds, pest control substances, and other poisons.
6. Place the correct number and type of prepared meals into food carts, loaded to maximize efficient transportation and distribution of meals. It is the Contractor's responsibility to ensure that all meal counts are accurate. The Contractor shall be liable for any costs associated with preparing the wrong number and/or type of meal(s).

The Contractor shall package breakfast and lunch in a single, sealed, transparent container that protect food products from contamination by insects or foreign substances. The Contractor shall utilize insulated compartmented trays for dinner meals. It may be necessary for the Contractor to provide and utilize single use packaging as directed by MDCR. For safety purposes, foil shall not be used for any individual wrappings and/or other single use packaging.

7. Establish a food delivery schedule to ensure inmate receipt of meals in accordance with the schedule set by MDCR.
8. Assure timely resolution of inmate grievances and requests, and MDCR's staff complaints. The Contractor shall attend Cell Rep Meetings and conduct focus groups monthly to address inmate concerns related to food and menu complaints.
9. Provide and maintain a sufficient number of staff (management and non-management) to meet all the requirements of the contract and to ensure a safe, secure, and efficient execution of the food service operations. When calculating number of staff, the Contractor shall not rely on labor from inmates and should assume all services will be provided by Contractor's staff, in addition to FSB's existing workforce that will perform specific portions of the services (see section 2.5 below). Ensure that all staff have access to the U.S. Public Health Service Food Code. In addition, the Contractor shall obtain the appropriate credentials from MDCR and submit to a background check before commencing work at any facility. No inmate labor shall be utilized in the performance of the food service operations.

10. Provide a Food Service Manager and a Registered Dietitian reflecting certifications and experience working within food service systems for institutions of similar scale to MDCR. The Contractor shall ensure at least one Food Service Manager is on-site at all times during food preparation. The Food Service Manager shall have all requisite food service and public health certifications under federal, state, county and local law for food service operations. The Contractor shall also provide at least one full time, on-site Registered Dietitian. Proof of such certifications shall be made available to MDCR upon request. The Contractor's Registered Dietitian responsibilities shall include, but not limited to the following:
  - a) manage the daily provision of therapeutic diets;
  - b) help resolve problems related to therapeutic diets;
  - c) monitor quality assurance and sanitation, and document related problems and solutions;
  - d) generate and approve regular and therapeutic menus for use at MDCR;
  - e) conduct in-service training for the Contractor's staff and for inmates who participate in the training program;
  - f) work with the MDCR to resolve problems related to the food service operation.

The Registered Dietitian shall provide a documented nutritional analysis and written certification of all menus on an annual basis. Nutritional analysis shall include nutritional values, at a minimum, of protein, carbohydrates, fat, sodium, fiber, calcium, iron, vitamins, and total calories. Macronutrient values shall be balanced in accordance with the current published Recommended Dietary Allowances and Dietary Reference Intakes (for adult males) by the National Academy of Sciences. Fiber values shall average 25 g per day.

11. Provide adequate supervision of all food service staff, at all times, and in all areas of food service operation. These may include a sufficient number of Managers with Food Manager Certifications or Food Handlers to supervise each location. These key staff shall be in attendance whenever the facilities are in operation and shall be assigned exclusively to the performance of the Contractor's obligations under the contract to assure quality performance. Any change in supervisory personnel must be cleared in advance and approved by MDCR.
12. Provide personal hygiene and appearance guidelines for all Contractor's staff, including FSB's existing workforce, under this contract. The Contractor's staff shall be in complete and proper uniform at all times when working on-site, i.e., meeting Contractor's hygiene and appearance guidelines, wearing proper clothing, footwear, hair restraints, etc.). All Contractor employee uniform costs shall be borne by the Contractor.
13. Upon execution of the contract, prepare and submit a Contingency plan for providing uninterrupted food services in the event of lockdowns, strikes by Contractor's staff, riots, fire, power failure, epidemics, pandemics, or other catastrophic events that may curtail or impact the normal operations of the MDCR. The Contractor shall also provide meals for MDCR staff during Alpha – Bravo shifts.
14. Provide meals options for breakfast, lunch, dinner, and beverages for staff working in MDCR's correctional facilities. Options may include a variety of meals prepared on-site, meal services from fast food franchises, or meals prepared from off-site food trucks or trailers. The Contractor shall issue a survey to staff on a quarterly basis to assess satisfaction.
15. Exercise reasonable care in the use of MDCR's equipment and facilities. It is intended that kitchen equipment currently on site may be used by the Contractor and shall remain the property of the County. The Contractor shall, at its own expense, provide additional equipment as needed. Such additional equipment shall remain the property of the Contractor. Any equipment owned, contracted, or leased must meet safety standards.
16. Be responsible for maintenance and repairs including preventative maintenance of all kitchen equipment including, but not limited to, kitchen carts, steam tables, coffee makers, juice dispensers, salad bars, appliances and monthly biological treatment of grease traps and floor drains.
17. Clean all kitchen areas, food storage areas, and dining rooms in accordance with applicable statutes, rules, regulations, ordinances, and codes.

18. Keep an accurate account of all culinary equipment and specific food items, such as yeast, nutmeg, raisins, and other items that may be used in the manufacture of weapons or contraband beverages. The Contractor shall ensure that all culinary equipment and tools are secured when not in use.
19. Inspect the food service area at least once a week and make appropriate corrections on deficiencies identified. The inspections shall be recorded and stored. The Contractor shall provide MDCR with a written plan of action and documented corrective actions to be taken within five business days of the inspection, for all noted violations, including all completed corrective actions taken for noted violations.

If the Contractor provides meals off-site, the Contractor shall furnish any inspection reports and documentation of rectified violations. MDCR may conduct periodic inspections of the Contractor's site.

20. Develop and provide quality assurance plans, policies, and procedures to ensure the quality of the meal service operations. The plans shall be maintained throughout the term of the contract; any amendments to the plans after the contract is awarded shall be submitted to MDCR sixty days prior to the implementation for review and approval. The original plan and any amendments shall include but not limited to the following: a) policy and procedure for dealing with errors, missing menu/food items on trays or in meal packages, and damaged food, b) policy and procedure for addressing inmate issues with meals and menu items. In addition, the Contractor shall detail an inspection procedure covering all of the services required by the contract, including the methods of identifying and preventing deficiencies in the quality of service.
21. Comply with all standards in providing the inmate meal services, of the most current version of:
  - Florida Model Jail Standards (FMJS) – including Recommended Dietary Allowances of the National Research Council – National Academy of Sciences as the standard for the Preparation and Evaluation of Menus
  - National Commission on Correctional Healthcare (NCCHC) standards
  - American Correctional Association – Adult Local Detention Standards
  - Florida Administrative Code 64E-11
  - Florida Corrections Accreditation Commission Standards
  - Any/all agency codes and standards applicable to the required services
22. Be required to provide a food service training program (FSTP) and related job-skills training to inmates to provide them with the skills needed to work in the food service industry with future placement opportunities after release. The purpose of the training program is to equip inmates with the skill set necessary to work in the food service industry in order to increase their likelihood of obtaining gainful employment upon release. The Contractor shall collaborate with MDCR pertaining to the design and implementation for the training program for inmates.

The training program can include but not limited to the following:

- a. Eligibility and selection criteria for the program
- b. The size of the program, duration, scheduling, and syllabus
- c. The content of any waivers or intake forms to be completed by inmates in the program

The program shall include, at a minimum, instruction as follows: kitchen security rules and regulations; food preparation and handling procedures; sanitation and proper grooming; energy conservation methods; recycling; handling waste and properly recycling non-waste materials during the preparation and service of meals; and any other area the Contractor deems necessary for employment in the food service industry.

The program will include instructors and other appropriate MDCR staff, that may escort and supervise inmates participating throughout the course of a lesson/training session. Inmates will only perform work required to satisfy the practical application portion of a lesson/training session. Though inmate labor cannot be utilized in the preparation of meals, inmates may be present in any kitchen facility for observation or "shadowing" purposes.

23. Provide training to all food service staff assigned to this contract, to include a safety program and continuous training to comply with food service regulations. The Contractor's employees are required to attend applicable training and/or orientation including but not limited to regular safety protocol trainings; proposer operation; cleaning and sanitizing of all

equipment; the inherent dangers of each piece of equipment; symptoms of equipment malfunction; staff responsibility to immediately report all hazards; malfunctioning equipment; or unsafe conditions. The Contractor shall also ensure that staff are trained in any applicable training courses required for individuals in contact with inmates. Training must be documented and the records made available for review by the County upon request. The Contractor shall require its on-site employees to complete any and all applicable training and/or orientations prior to work assignment on the contract.

24. Provide a plan to negotiate with MDCR as to any terms and conditions for purchase of all supplies, small wares, and food inventories currently owned and stored by MDCR for use in the operation of the food service program as part of the phase-in plan to ensure continuity of service.
25. Utilize software and applications that shall integrate/interface with MDCR's Inmate Profile System (IPS).
26. To the extent possible, maximize the utilization of Miami-Dade County certified Small Business Enterprises (SBEs) for the provision of products and/or services related to food preparation, including but not limited to the purchase of raw food materials, fresh produce, milk and dairy products, paper goods, janitorial supplies, and meal holding containers. The Contractor shall project and appropriate a portion of the annual contract value to sourcing goods and/or services from certified SBEs. The Contractor may substitute certified SBEs throughout the duration of the contract, however, the value allocated to certified SBEs business participation shall remain largely unchanged. If a certified SBE is not available that is capable of providing the identified goods or services, the Contractor may seek an alternate source of supply and the allocated amount shall be transferred to another good or service.

A search for certified SBEs can be found by visiting the following link and selecting "Search Certified Vendor Directory": [Business Management Workforce System](#).

27. Provide recommendations to innovate the inmate meal services program.

### **2.3 MDCR's Responsibilities**

MDCR will provide:

1. Adequate ingress and egress to all food service areas and food service office space at MDCR facilities. The Contractor shall use such facilities in the performance and delivery of food services.
2. Existing fixed food service equipment (tray washing machines, kettles, stoves, ovens, refrigerators, freezers, coolers, mixers, slicers, preparation tables, etc.) currently in place, if utilizing County facilities. A current list of MDCR owned food service equipment is included in Exhibit D. All such equipment shall remain the property of MDCR.
3. Access to a 20,000 square foot warehouse, which includes freezer and dry storage, at a rental fee of \$12.50 per square foot.
4. Heat, cooling, lighting, ventilation, electric, gas as needed when utilizing County facilities.
5. Proper preventative maintenance to the MDCR building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, steam, lighting, air conditioning, refrigeration (i.e. walk-in coolers, walk-in freezers, reach-in coolers) duct work, floor coverings, wall and ceiling surfaces, pest extermination services, and waste disposal from supplied dumpsters, if utilizing County facilities, to include biohazardous and medical waste, and trash from inmate consumption of commissary products.
6. Maintenance for all drains in the kitchen areas and is responsible for properly handling pre-cleaning of food trays, etc., to ensure the drains stay clean and free of debris, if utilizing County facilities. MDCR shall also be responsible for all other structural plumbing matters, unless the damage to plumbing systems is due to the Contractor's neglect. Repairs due to the negligence or abuse by the Contractor due to inadequate supervision or training will be the responsibility of the

Contractor. The Contractor shall define and document the need for building repairs by initiating a work order through MDCR procedures.

7. Generator power during emergencies when utilizing County facilities.
8. Make available for purchase by the Contractor, all supplies, small wares, and food inventories currently owned by MDCR that was stored for use in the operation for the food service program.

## **2.4 Transition Plan**

The Contractor shall assume operations of all three MDCR kitchen facilities and delivery of all meal services within 180 days of contract execution. The Contractor shall coordinate and cooperate with MDCR to assure a smooth and orderly transition with uninterrupted food services. The Transition Plan shall include but not limited to details for conducting inventories of MDCR owned equipment, hiring and staffing, menu plans, and coordination activity with MDCR. The Contractor may request any additional information determined necessary to assure smooth operation of the food service program.

## **2.5 Meal Delivery**

If preparing meals off-site at the Contractor's facility, the Contractor shall provide meals for each inmate in accordance with the nutritional requirements listed above. The Contractor shall establish a food service delivery schedule that corresponds with inmate breakfast, lunch, and dinner meal service. The MDCR's current delivery schedule is as follows, subject to change based on reasonable notice to the Contractor:

- Lunch: 11:00 a.m. EST
- Dinner: 4:00 p.m. EST
- Breakfast is delivered the previous workday with the dinner meals to accommodate inmates' court schedules

MDCR facilities can accept standard 53' trailer sizes in their loading docks for deliveries. Reliable and timely delivery of meals to MDCR locations at a reasonable interval for breakfast, lunch and dinner is essential to meet inmate daily diet needs and maintain compliance with food safety standards.

The Contractor's employees and subcontractor employees assigned to this contract will require a background check prior to being granted access to any MDCR facilities. Prior to the first scheduled delivery, a list of drivers, their driver licenses, and their background check results shall be submitted and approved by MDCR. Delivery vehicles shall be inspected when entering and leaving the facility.

## **2.6 Staff Meals**

The Contractor shall provide food services for MDCR staff in all designated officer dining halls. The Contractor shall utilize an electronic ordering system to which MDCR staff may purchase meals. Staff shall be provided with various options of meals for purchase.

## **2.7 Staffing**

The County is committed to providing continued employment to all County employees currently assigned to the FSB. It is the County's intent that no employee be adversely affected by the transition of the Department's food services operations to the outsourcing approach. The Contractor shall provide the manpower required to deliver the required services to include utilization of FSB's existing workforce. If the Contractor elects to provide meals utilizing off-site facilities, the Contractor shall incorporate County staff into their operations preferably within the boundaries of Miami-Dade County. Work assigned must be related to the services to be provided under this contract. FSB staff will continue to be classified as County employees, funded by the County, inclusive of all employee benefits, and will be managed under the Contractor's direction as required to address the delivery of services outlined in the contract. Eligible FSB staff will remain members of their respective unions and utilization of unionized County staff will be in accordance with the union regulations. Information related to the union agreements can be found here: [Miami-Dade County's Collective Bargaining Agreements \(miamidade.gov\)](https://www.miamidade.gov/collective-bargaining-agreements). Employees under this contract are subject to the AFSCME 199 General



Employees, GSAF Supervisory, and GSAF Professional collective bargaining agreements. The Contractor shall adhere to any changes to the union agreements throughout the duration of the contract.

As the County's existing FSB employees separate from the County, these positions will be replaced by the Contractor's personnel. This replacement through attrition process is expected to continue throughout the life of the contract. In the event that an FSB employee informs the County of their intent to separate from their duties, the County shall notify the Contractor immediately to ensure as little interruption to the operations as possible.

The Contractor will determine the total size and composition of their workforce once all the existing County employees have separated.

## **2.8 Background Checks**

The Contractor's personnel involved in any capacity shall be subject to a background check, including subcontractor personnel. The Contractor may conduct background checks at its own expense and provide the results to the County in order to assist in expediting the required MDCR background checks. The County shall make every effort to process background checks for the Contractor and subcontractors' staff within 21 days. The County reserves the right to process additional checks on the Contractor's employees and/or subcontractors before granting clearance. MDCR, at its sole discretion, reserves the right to limit access to facilities and/or determine which individuals are granted clearance.

Background checks shall include a review of the following:

- Driving Records
- Criminal Records
- Bankruptcy Records
- Past Employers' Records
- Military Records
- Drug Test Records
- Education Records

The Contractor's and subcontractor's employees involved in this project may be subject to any MDCR security procedures and may receive MDCR's employee orientation and training.

## **2.9 Inmate Labor**

There will be **no** inmate labor utilized with the execution of the services under this project. The Contractor shall provide adequate staff to address the successful accomplishment of any tasks that may have been addressed through inmate labor.

## **2.10 Food Service Equipment**

Upon execution of the contract but prior to the Contractor taking over food service operations, the Contractor and MDCR shall jointly conduct an additional inventory check of food service equipment provided by MDCR as set forth in Exhibit D. As part of this inventory, an assessment of the condition and expected useful life of each item will be made. Unless otherwise expressly noted, it shall be presumed that the Contractor accepts the equipment as initially inventoried, as in good working order, and sufficient for the purpose of performing the contract. Following the inventory of the equipment, the Contractor and MDCR shall conduct a joint inventory of equipment semi-annually, no later than June 30 and December 31 for each year of the contract. On a quarterly basis, the Contractor shall report on the status and condition of the equipment to MDCR. Such report shall state with specificity the Contractor's recommendations for equipment maintenance and replacement.

The Contractor shall be responsible for maintaining records of all equipment added, replaced and/or removed from the initial inventory that shall be made available to MDCR upon request. Equipment records shall include sufficient information to document the following:

- a. Description of the equipment including the manufacturer's name, make and model of the equipment, manufacturer's identification number, useful life of the equipment and the date the equipment was placed into service.
- b. The date the equipment received preventative maintenance and the name of the company providing preventative maintenance.
- c. The date the equipment was repaired due to malfunction or damage, a description of the malfunction or damage, and the name of the company providing repairs.

If the Contractor deems necessary, the Contractor may purchase additional equipment for the MDCR kitchen facilities to aid in the increased efficiency and delivery of contract services. Equipment purchased and/or added by the Contractor shall be of commercial grade, must be added to the inventory and designated as "Contractor Owned" on all inventory reports. Prior to any purchase, the Contractor shall obtain approval from MDCR. Said equipment shall remain the property and sole responsibility of the Contractor until contract expiration to which the equipment shall become the property of the County upon payment of any required costs. Upon expiration of the contract, the Contractor and MDCR shall jointly conduct a closing inventory, documenting additions and deletions from the initial inventory and evaluating the condition of all MDCR owned equipment. The Contractor shall be liable for the replacement and installation costs of all MDCR owned equipment that is unaccounted for or has unaccounted for damage in the closing inventory.

#### **2.11 Maintenance and Repairs**

The Contractor shall be responsible for providing general maintenance for all food service equipment in MDCR kitchen facilities used in conjunction with providing inmate meals, including but not limited to:

- a. All kitchen equipment, including exhaust systems, rethermalizers, hoods, kitchen fire protection equipment, kettles, ovens, dishwashers, food service carts, and conveyor equipment.
- b. All electrical, heating, and refrigeration units, including the compressors, that are used to service the kitchens within the preparation, service, receiving, and storage areas.

Any food service equipment, originally owned by the County, that has reached the end of its useful life cycle shall be replaced by the Contractor in consultation with the County and maintained by the Contractor throughout the duration of the contract.

#### **2.12 Access to Contractor's Facilities**

At its discretion, MDCR may request access to inspect the Contractor's offsite facilities in order to ensure compliance with the terms of this contract. Upon notification from a County representative, the Contractor shall allow County personnel access to the Contractor's off-site facilities. If the Contractor is found to be in breach of any of the contract terms, the County may terminate this contract for default. In addition, the Contractor's failure to allow access after notice may result in termination for default.

#### **2.13 Sanitation and Pest Control**

The Contractor shall be responsible for cleaning and housekeeping in the MDCR food preparation kitchens/areas. Weekly assessment shall be conducted by MDCR to ensure the Contractor is meeting or exceeding MDCR food handling best practices and sanitation standards.

The Contractor shall be responsible for providing cleaning, janitorial and housekeeping materials in all food service area. The Contractor shall also establish hazardous chemical logs and comply with all applicable MDCR rules, regulations, policies, and procedures concerning the use, and handling of hazardous substances. The Contractor shall also maintain food temperature logs for all meals for a minimum of three years, which shall be made available to MDCR upon request.

The Contractor must develop and maintain an effective program for extermination and control of vermin and rodents (pest control program), which includes pest control services to be performed on a weekly basis for the MDCR kitchens and any or all food service

and dining areas. The Contractor shall be responsible for all costs associated with its pest control program. The Contractor shall coordinate its pest control program with the vermin control programs conducted by MDCR contracted pest control vendors.

Should the Contractor utilize their own off-site kitchen, the Contractor shall be responsible for cleaning and housekeeping in the food preparation areas, and all associated service and food storage areas, and shall keep such areas in a clean and sanitary condition, and in conformity with all applicable federal, state, and local regulations and requirements.

## **2.14 Reporting**

The Contractor shall provide the following reports electronically to MDCR, monthly, or as specified by MDCR:

1. Master Menus - Within 30 days of the execution of the contract and annually thereafter upon the anniversary date of the contract effective date. A letter certifying menus from a Registered Dietitian must accompany the menus on an annual basis.
2. Meal Counts – A complete report of how many meals by type, per unit was served, provided daily.
3. Sanitation and Compliance – An inspection report conducted for the kitchen facilities indicating compliance or non-compliance with remedial measures, provided on a weekly basis.
4. Temperature Logs – A complete report of the temperature for refrigerators, freezers, and any other kitchen equipment that regulates temperature, provided daily.
5. Meal Compliance – A complete quality assurance report that indicates the quality of flavor, internal temperature, appearance, texture, etc. for all meals and facilities, provided daily. A copy of any menu substitutions must be included in this report.
6. Staff Roster - A complete roster of all employees assigned to the contract, that will include filled positions, with staff names, addresses, and start date and their current positions under the contract. All records shall be kept in the Contractor's office. The staff roster shall be updated and submitted electronically each month with the monthly invoices to MDCR by the 1<sup>st</sup> of each month. The staff roster shall also include filled and vacant positions and date vacated. The Contractor may also be required to submit, upon request, timesheets for all employees, including managers for each shift, work group, and location.
7. County Staff Utilization Report – A breakdown of County employees' work location, hours worked, and any performance issues observed. This report shall be submitted electronically bi-weekly.
8. Staff Training: A report of completed training.
9. Inmate Training - A report of completion of the FSTP and issued certificates, if any, shall be submitted by the Contractor to MDCR by the 10<sup>th</sup> day of each month.
10. Kitchen Cleaning Schedules - Daily cleaning schedules shall be developed, listing cleaning of areas and equipment in the MDCR kitchens, storage areas and other areas that are required to maintain high levels of sanitation. The cleaning schedules shall be submitted to MDCR daily and list the specific cleaning assignment, day, shift during which the work will be completed. Temporary modifications to the cleaning schedule may be made upon approval from MDCR.

## **2.15 Sustainable Procurement Plan**

The Contractor's staff shall perform services in such a manner as to conserve electricity, gas, and water. The Contractor shall prepare an environmentally sustainability plan that describes the steps the Contractor will take to perform the services in an environmentally sustainable manner and is encouraged to include innovative ideas to meet the goals of Miami-Dade County. The

Environmental Sustainability Plan shall be maintained through the contract; any amendments to the plan after contract award shall be submitted to MDCR sixty days prior to implementation for review and approval. The Plan shall include, but not limited to:

1. a complete list of environmentally sustainable products that the Contractor intends to use or supply during the contract. For each product, the Contractor shall identify the product, brand/manufacturer, and environmental program or standard met.
2. a description of how the Contractor intends to conserve electricity, gas, and water, as well as reduce the volume of toxicity of waste materials.
3. Participation and integration with the various waste diversion and recycling programs operated by the County, including efforts intended to divert and reduce food waste.
4. Utilize and recycle fibrous (paper and cardboard) plastic, metal and other materials that are recyclable, including food waste.

## **2.16 Recycling and Waste Management**

The Contractor shall dispose of all recyclable materials in the Contractor's designated disposal unit, at each facility, bearing the cost for removal services.

The Contractor shall also be responsible for waste management, including the proper removal of trash and garbage from the kitchen facilities to the appropriate receptacles. At the Contractor's expense, waste management services shall be provided for the removal of all waste generated by the Contractor in the performance of its duties under this contract from MDCR premises. All waste management services shall be approved by MDCR.

The Contractor shall be responsible to provide all garbage containers/bins. All containers/bins must have lids and be kept on at all times. The Contractor shall remove garbage whenever container/bins are full, at the end of a meal period or at the end of the day. All containers/bins must be kept clean at all times.

## **2.17 Software Requirements**

MDCR is in the process of acquiring a Jail Management System (JMS). Once the JMS is in place, the Contractor's software must be capable of interfacing with the new system as the JMS will be the department's primary inmate management information system and will serve as the repository for the inmate information that currently resides in the Inmate Profile System. MDCR will work with the Contractor to transition to the new system and the costs associated with the integration/interface.

The Contractor's system, including but not limited to software and/or applications, for this project shall be able to communicate with the Inmate Profile System (IPS) via protocol approved and supported by the County's Information Technology Department (ITD). The Contractor's system shall receive data from IPS in a continuous real-time one-way basis. Information received shall include name, race, gender, date of birth, jail number, Criminal Identification Number (CIN), old jail number(s), country of origin, booking date and time, cell location, cell changes, and release date and time. Information retrieved must be stored encrypted, at a minimum, to be compliant with Federal Information Processing Standard (FIPS) 140-2. The Contractor shall supply its FIPS certification to MDCR annually. The Contractor's system shall be capable of creating and tracking the dietary requirements of each inmate entering the jail system, are accurately updated, and are transferrable as inmates change facilities, housing locations, behavioral health levels, and medical statuses.

The County performs system and application vulnerability scans using industry standards and requires that all systems participate in automated software vulnerability patching. In the event that the Contractor is detected as having a vulnerability, the Contractor shall remediate the vulnerability within fifteen (15) days but shall not exceed thirty (30) days. The Contractor shall update the application software to addressed detected vulnerabilities at no cost to the County. The Contractor's system must be maintained at all times with a current supported version of the operating system.

## **2.18 Security Requirements**

The Contractor's personnel, vehicles, and deliveries that arrive at any facility shall be inspected by security personnel prior to entry. The trucks and drivers will be verified and the contents checked.

The Contractor is expected to implement policies and procedures directed at preventing the introduction of contraband into the Department's detention facilities and/or their offsite meal preparation facilities. The Contractor is expected to have a solid inventory control system to prevent knives, forks, box cutters, screwdrivers, and other sharp objects from being accidentally or intentionally placed inside a meal tray, carrier, cart or other food conveyance system scheduled for delivery to a County detention center.



**Contract No. EVN0000173**  
**Inmate Meal Service Program**  
**Appendix B**  
**BREAKFAST INMATE MEALS**

**Table 1.**

Price for providing the below meals for inmates stated in Section 2.0 - Scope of Services. Pricing included all cost elements detailed in Table 2 below. Pricing below does not include costs related to the reimbursement of County staff labor as stated in Section 2.0 - Scope of Services.

| Meal Type                         | BREAKFAST |                        |                              |                         |
|-----------------------------------|-----------|------------------------|------------------------------|-------------------------|
|                                   |           | Estimated Annual Meals | Price Per Meal               | Year 1 Total            |
| General Population/New Directions |           | 1,203,040              | \$ 3.27                      | \$ 3,933,940.80         |
| Boot Camp                         |           | 32,850                 | \$ 4.43                      | \$ 145,525.50           |
| Faith Based                       |           | 224,840                | \$ 5.82                      | \$ 1,308,568.80         |
| Therapeutic                       |           | 289,445                | \$ 4.16                      | \$ 1,204,091.20         |
|                                   |           |                        | <b>Year 1 Grand Total</b>    | <b>\$ 6,592,126.30</b>  |
|                                   |           |                        | <b>Five Year Grand Total</b> | <b>\$ 32,960,631.50</b> |

**Note: Meals provided during emergencies will be purchased at the same rate proposed above. Refer to Section 2.3.13 of the Scope of Services.**

**Table 2.**

Table 2 represents the breakdown of price per meal for Year 1 only.

The percentage of the price per meal is composed of the categories below. This percentage will be used during price adjustment analysis.

The total price below in each column correlates with the price per meal for each meal type in Table 1. above.

| Component Meal Costs                            |    | General Population | Boot Camp | Faith Based | Therapeutic |
|-------------------------------------------------|----|--------------------|-----------|-------------|-------------|
| <b>Category: Food Preparation Materials</b>     |    |                    |           |             |             |
| Food/Raw Materials                              | \$ | 1.26               | \$ 1.63   | \$ 2.57     | \$ 1.35     |
| Administrative Costs                            | \$ | 0.10               | \$ 0.10   | \$ 0.10     | \$ 0.10     |
| Food waste allowance                            | \$ | 0.04               | \$ 0.05   | \$ 0.08     | \$ 0.04     |
| County Owned Food Service Equipment Maintenance | \$ | 0.02               | \$ 0.02   | \$ 0.02     | \$ 0.02     |
| Small Wares, Supplies                           | \$ | 0.03               | \$ 0.03   | \$ 0.03     | \$ 0.03     |
| Eco-Friendly Meal Packaging                     | \$ | 0.32               | \$ 0.32   | \$ 0.32     | \$ 0.32     |
| Information Technology: Hardware & Software     | \$ | 0.01               | \$ 0.01   | \$ 0.01     | \$ 0.01     |
| Profit Margin                                   | \$ | 0.16               | \$ 0.22   | \$ 0.29     | \$ 0.21     |
| Inmate Training Program                         | \$ | 0.01               | \$ 0.01   | \$ 0.01     | \$ 0.01     |
| Other (please explain):                         | \$ | 0.07               | \$ 0.07   | \$ 0.07     | \$ 0.07     |
| <b>Category: Personnel Costs</b>                |    |                    |           |             |             |
| Wages/Labor                                     | \$ | 1.24               | \$ 1.98   | \$ 2.33     | \$ 2.00     |
| Percentage Total                                |    |                    |           |             |             |
| Grand Total                                     | \$ | 3.27               | \$ 4.43   | \$ 5.82     | \$ 4.16     |

**Notes:**

1. A cost not specifically identified above shall be deemed noncompensable.
2. The number of meals per meal type is an estimate and may increase or decrease after contract award.
3. The contract prices shall remain fixed until the anniversary of the commencement of the contract. Price adjustments shall be considered pursuant to the applicable Consumer Price Index and Living Wage.

**Contract No. EVN0000173**  
**Inmate Meal Service Program**  
**Appendix B**  
**LUNCH INMATE MEALS**

**Table 1.**

Price for providing the below meals for inmates stated in Section 2.0 - Scope of Services. Pricing included all cost elements detailed in Table 2 below. Pricing below does not include costs related to the reimbursement of County staff labor as stated in Section 2.0 - Scope of Services.

| LUNCH                             |                        |                              |  |                         |
|-----------------------------------|------------------------|------------------------------|--|-------------------------|
| Meal Type                         | Estimated Annual Meals | Price Per Meal               |  | Year 1 Total            |
| General Population/New Directions | 1,203,040              | \$ 3.27                      |  | \$ 3,933,940.80         |
| Boot Camp                         | 32,850                 | \$ 4.43                      |  | \$ 145,525.50           |
| Faith Based                       | 224,840                | \$ 5.82                      |  | \$ 1,308,568.80         |
| Therapeutic                       | 289,445                | \$ 4.16                      |  | \$ 1,204,091.20         |
|                                   |                        | <b>Year 1 Grand Total</b>    |  | <b>\$ 6,592,126.30</b>  |
|                                   |                        | <b>Five Year Grand Total</b> |  | <b>\$ 32,960,631.50</b> |

**Note: Meals provided during emergencies will be purchased at the same rate proposed above. Refer to Section 2.3.13 of the Scope of Services.**

**Table 2.**

Table 2 represents the breakdown of price per meal for Year 1 only.

The percentage of the price per meal is composed of the categories below. This percentage will be used during price adjustment analysis.

The total price below in each column correlates with the price per meal for each meal type in Table 1. above.

| Component Meal Costs                            |    | General Population | Boot Camp | Faith Based | Therapeutic |
|-------------------------------------------------|----|--------------------|-----------|-------------|-------------|
| <b>Category: Food Preparation Materials</b>     |    |                    |           |             |             |
| Food/Raw Materials                              | \$ | 1.26               | \$ 1.63   | \$ 2.57     | \$ 1.35     |
| Administrative Costs                            | \$ | 0.10               | \$ 0.10   | \$ 0.10     | \$ 0.10     |
| Food waste allowance                            | \$ | 0.04               | \$ 0.05   | \$ 0.08     | \$ 0.04     |
| County Owned Food Service Equipment Maintenance | \$ | 0.02               | \$ 0.02   | \$ 0.02     | \$ 0.02     |
| Small Wares, Supplies                           | \$ | 0.03               | \$ 0.03   | \$ 0.03     | \$ 0.03     |
| Eco-Friendly Meal Packaging                     | \$ | 0.32               | \$ 0.32   | \$ 0.32     | \$ 0.32     |
| Information Technology: Hardware & Software     | \$ | 0.01               | \$ 0.01   | \$ 0.01     | \$ 0.01     |
| Profit Margin                                   | \$ | 0.16               | \$ 0.22   | \$ 0.29     | \$ 0.21     |
| Inmate Training Program                         | \$ | 0.01               | \$ 0.01   | \$ 0.01     | \$ 0.01     |
| Other (please explain):                         | \$ | 0.07               | \$ 0.07   | \$ 0.07     | \$ 0.07     |
| <b>Category: Personnel Costs</b>                |    |                    |           |             |             |
| Wages/Labor                                     | \$ | 1.24               | \$ 1.98   | \$ 2.33     | \$ 2.00     |
| Percentage Total                                |    |                    |           |             |             |
| Grand Total                                     | \$ | 3.27               | \$ 4.43   | \$ 5.82     | \$ 4.16     |

**Notes:**

1. A cost not specifically identified above shall be deemed noncompensable.
2. The number of meals per meal type is an estimate and may increase or decrease after contract award.
3. The contract prices shall remain fixed until the anniversary of the commencement of the contract. Price adjustments shall be considered pursuant to the applicable Consumer Price Index and Living Wage.

**Contract No. EVN0000173**  
**Inmate Meal Service Program**  
**Appendix B**  
**DINNER INMATE MEALS**

**Table 1.**

Price for providing the below meals for inmates stated in Section 2.0 - Scope of Services. Pricing included all cost elements detailed in Table 2 below. Pricing below does not include costs related to the reimbursement of County staff labor as stated in Section 2.0 - Scope of Services.

| DINNER                            |                        |                              |  |                         |
|-----------------------------------|------------------------|------------------------------|--|-------------------------|
| Meal Type                         | Estimated Annual Meals | Price Per Meal               |  | Year 1 Total            |
| General Population/New Directions | 1,203,040              | \$ 3.27                      |  | \$ 3,933,940.80         |
| Boot Camp                         | 32,850                 | \$ 4.43                      |  | \$ 145,525.50           |
| Faith Based                       | 224,840                | \$ 5.82                      |  | \$ 1,308,568.80         |
| Therapeutic                       | 289,445                | \$ 4.16                      |  | \$ 1,204,091.20         |
|                                   |                        | <b>Year 1 Grand Total</b>    |  | <b>\$ 6,592,126.30</b>  |
|                                   |                        | <b>Five Year Grand Total</b> |  | <b>\$ 32,960,631.50</b> |

**Note: Meals provided during emergencies will be purchased at the same rate proposed above. Refer to Section 2.3.13 of the Scope of Services.**

**Table 2.**

Table 2 represents the breakdown of price per meal for Year 1 only.

The percentage of the price per meal is composed of the categories below. This percentage will be used during price adjustment analysis.

The total price below in each column correlates with the price per meal for each meal type in Table 1. above.

| Component Meal Costs                            |    | General Population | Boot Camp | Faith Based | Therapeutic |
|-------------------------------------------------|----|--------------------|-----------|-------------|-------------|
| <b>Category: Food Preparation Materials</b>     |    |                    |           |             |             |
| Food/Raw Materials                              | \$ | 1.26               | \$ 1.63   | \$ 2.57     | \$ 1.35     |
| Administrative Costs                            | \$ | 0.10               | \$ 0.10   | \$ 0.10     | \$ 0.10     |
| Food waste allowance                            | \$ | 0.04               | \$ 0.05   | \$ 0.08     | \$ 0.04     |
| County Owned Food Service Equipment Maintenance | \$ | 0.02               | \$ 0.02   | \$ 0.02     | \$ 0.02     |
| Small Wares, Supplies                           | \$ | 0.03               | \$ 0.03   | \$ 0.03     | \$ 0.03     |
| Eco-Friendly Meal Packaging                     | \$ | 0.32               | \$ 0.32   | \$ 0.32     | \$ 0.32     |
| Information Technology: Hardware & Software     | \$ | 0.01               | \$ 0.01   | \$ 0.01     | \$ 0.01     |
| Profit Margin                                   | \$ | 0.16               | \$ 0.22   | \$ 0.29     | \$ 0.21     |
| Inmate Training Program                         | \$ | 0.01               | \$ 0.01   | \$ 0.01     | \$ 0.01     |
| Other (please explain):                         | \$ | 0.07               | \$ 0.07   | \$ 0.07     | \$ 0.07     |
| <b>Category: Personnel Costs</b>                |    |                    |           |             |             |
| Wages/Labor                                     | \$ | 1.24               | \$ 1.98   | \$ 2.33     | \$ 2.00     |
| Percentage Total                                |    |                    |           |             |             |
| Grand Total                                     | \$ | 3.27               | \$ 4.43   | \$ 5.82     | \$ 4.16     |

**Notes:**

1. A cost not specifically identified above shall be deemed noncompensable.
2. The number of meals per meal type is an estimate and may increase or decrease after contract award.
3. The contract prices shall remain fixed until the anniversary of the commencement of the contract. Price adjustments shall be considered pursuant to the applicable Consumer Price Index and Living Wage.

**Contract No. EVN0000173**  
**Inmate Meal Service Program**  
**Appendix B**  
**MDCR STAFF MEALS**

**Table 1.**

Price for providing the below meals for inmates stated in Section 2.0 - Scope of Services. Pricing included all cost elements detailed in Table 2 below. Pricing below does not include costs related to the reimbursement of County staff labor as stated in Section 2.0 - Scope of Services.

| MDCR STAFF MEALS |                        |                              |  |              |
|------------------|------------------------|------------------------------|--|--------------|
| Meal Type        | Estimated Annual Meals | Price Per Meal               |  | Year 1 Total |
| Breakfast        | 600                    | \$ 5.35                      |  | \$ 3,210.00  |
| Lunch            | 600                    | \$ 5.35                      |  | \$ 3,210.00  |
| Dinner           | 100                    | \$ 5.35                      |  | \$ 535.00    |
|                  |                        | <b>Year 1 Grand Total</b>    |  | \$ 6,955.00  |
|                  |                        | <b>Five Year Grand Total</b> |  | \$ 34,775.00 |

**Note: Meals provided during emergencies will be purchased at the same rate proposed above. Refer to Section 2.3.13 of the Scope of Services.**

**Table 2.**

Table 2 represents the breakdown of price per meal for Year 1 only.

The percentage of the price per meal is composed of the categories below. This percentage will be used during price adjustment analysis. The total price below in each column correlates with the price per meal in Table 1. above.

| Component Meal Costs                            | MDCR Staff Meals |  |
|-------------------------------------------------|------------------|--|
| <b>Category: Food Preparation Materials</b>     |                  |  |
| Food/Raw Materials                              | \$ 3.85          |  |
| Administrative Costs                            | \$ 0.10          |  |
| Food waste allowance                            | \$ 0.12          |  |
| County Owned Food Service Equipment Maintenance | \$ 0.02          |  |
| Small Wares, Supplies                           | \$ 0.03          |  |
| Eco-Friendly Meal Packaging                     | \$ 0.32          |  |
| Information Technology: Hardware & Software     | \$ 0.01          |  |
| Profit Margin                                   | \$ (1.44)        |  |
| Other (please explain):                         | \$ 0.07          |  |
| <b>Category: Personnel Costs</b>                |                  |  |
| Wages/Labor                                     | \$ 2.27          |  |
| Percentage Total                                |                  |  |
| Grand Total                                     | \$ 5.35          |  |

**Notes:**

1. A cost not specifically identified above shall be deemed noncompensable.
2. The number of meals per meal type is an estimate and may increase or decrease after contract award.
3. The contract prices shall remain fixed until the anniversary of the commencement of the contract. Price adjustments shall be considered pursuant to the applicable Consumer Price Index and Living Wage.

**Contract No. EVN0000173**  
**Inmate Meal Service Program**  
**Appendix B**  
**MISC. COSTS**

**Table 1.**

Costs associated with the reimbursement of County staff labor as stated in the Scope of Services, Section 2.0.

| MISC. COSTS                                                                                                                                                                           |    |              |    |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------|----|-----------------|
| Item                                                                                                                                                                                  |    | Annual Cost  |    | Five Year Total |
| County Staff Labor Reimbursement Costs*                                                                                                                                               | \$ | 2,755,681.00 | \$ | 13,778,405.00   |
| *County Staff Labor Reimbursement Costs Description: The annual cost above is associated with the utilization of all County staff as presented in the RFP for year 1 of the contract. |    |              |    |                 |





## Exhibit A COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM

The Common Carrier or Contracted Carrier Attestation Form (Form) is required by Section 908.111, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of a Common Carrier or Contracted Carrier (both referenced as "Carrier") and submitted to the Governmental Entity with which a Contract is being executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in Section 908.111, F.S. The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County.

Name of Common Carrier or contracted carrier is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Marlin C. Sejnoha, Jr.

Title of Contractor's Authorized Representative: Managing Partner

Signature of Contractor's Authorized Representative

DocuSigned by:  
*Marlin C. Sejnoha, Jr.*  
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Date: 02/10/2025



## CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

CSS Summit Premier Joint Venture does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)

Bidder's/Proposer's Legal Company Name

of [Section 287.138, F.S.](#)

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: Marlin C. Sejnoha, Jr.

Title of Bidder's/Proposer's Authorized Representative: Managing Partner

DocuSigned by:

Signature of Bidder's/Proposer's Authorized Representative: *Marlin C. Sejnoha, Jr.*

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Date: 2/10/25



## KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

CSS Summit Premier Joint Venture does not use coercion for labor or services as defined in Section [787.06, F.S.](#)  
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Marlin C. Sejnoha, Jr.

Title of Contractor's Authorized Representative: Managing Partner

Signature of Contractor's Authorized Representative: 
DocuSigned by:  
  
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Date: 02/10/2025

### FOOD SERVICE EQUIPMENT LIST

| Item No. | Item Description                | Quantity On Hand |
|----------|---------------------------------|------------------|
| 1        | Cook-Chill Tank                 | 2                |
| 2        | Cook-Chill Tumbler              | 2                |
| 3        | Cook-Chill Chiller              | 2                |
| 4        | Blast Chiller                   | 4                |
| 5        | Electric Can Opener             | 2                |
| 6        | Refrigerated Truck              | 4                |
| 7        | 5500 lb. Electric Pallet Jack   | 2                |
| 8        | 3000 lb. Electric Pallet Jack   | 1                |
| 9        | Manual Pallet Jacks             | 12               |
| 10       | Shrink Wrap Machine             | 2                |
| 12       | Manual Tray Lines               | 2                |
| 13       | Oliver Sealing Machine          | 9                |
| 14       | Rethermalizer Oven              | 63               |
| 17       | Oven Cart                       | 40               |
| 18       | Alto-Sham Oven                  | 1                |
| 19       | Alto-Sham Oven (not functional) | 2                |
| 20       | Slicers                         | 2                |
| 21       | Tilt Kettles                    | 2                |
| 22       | Buffalo Chopper                 | 1                |
| 23       | Air Operated Can Opener         | 2                |
| 24       | Manual Can Opener               | 1                |

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

Food Services Bureau

Post Order (PO) NO. FSB 25-017



**SUBJECT:** FOOD SERVICES SUPERVISOR II – SPECIAL DIETS

**EFFECTIVE DATE:** February 24, 2025

**SUPERSEDES:** February 1, 2024

## **I. POLICY**

Food Services Bureau (FSB) has established the duties and responsibilities of the Food Services Supervisor II (FSS II) assigned to Special Diets. The FSS II shall have the overall supervision of special diets and will be responsible for becoming familiar with all Food Service Bureau Standard Operating Procedures (SOPs), Post Orders, and ensuring compliance with those SOPs and Post Orders (PO), as well as departmental DSOP's, FCAC, ACA, and HACCP standards, health and sanitation standards, including the standards required by Florida Administrative Code 64E-11.

## **II. DUTIES AND RESPONSIBILITIES**

A. Black non-skid, County issued steel toe shoes or boots shall be worn at all times while on duty

1. All unanticipated absences shall be reported to the Shift Commander at the facility the C&R Food Service Supervisor 2.
2. Requests for vacation and/or leave shall be completed for approval/disapproval at least 24 hours in advance.

### **B. SUPERVISION**

The FSS II will supervise the cooks and staff assigned to preparing special diets, including:

1. Assign duties and responsibilities to appropriate staff and distribute new tasks as they arise;
2. Develop cross training of employees to ensure that all tasks are completed when employees are absent;
3. Oversee employee scheduling and approve/disapprove leave and vacation requests;
4. Analyze and review each employee's work performance and complete timely performance evaluations;
5. Correct problems as they arise, counsel employees, and where necessary, initiate disciplinary action;
6. Review staff post orders and recommend revisions/updates;
7. Ensure all FSB SOPs, sanitation and health standards are complied with by all staff,
8. Overseeing the employee payroll (INFORMS) in the absence of the FSS II – Central Production;
9. In the event an employee needs to enter a cooler/refrigerator with an Inmate, an Officer should be posted in the entrance to provide security.

### **C. SPECIAL DIETS**



# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

**Food Services Bureau**

**Post Order (PO) NO. FSB 25-017**

The FSS II shall supervise and oversee the production of all special diets, to ensure that:

1. All staff working in special diets are trained and thoroughly familiar with FSB SOPs;
2. All inmates working in special diets are thoroughly trained according to the FSB SOPs;
3. The special diets and faith-based printouts and labels are reviewed daily and corrections made when necessary for:
  - a. Discrepancies/possible errors;
  - b. Discontinuation dates,
  - c. double diets;
  - d. Redundancies;
4. The clinic is notified when needed for clarification of a diet/allergy, etc.;
5. Meals are made according to recipes, trays contain the proper portions, and the appropriate utensils/condiments are on the trays;
6. Quantities being used for the portions are correct;
7. Spot checks are made on tray appearance;
8. The food supplies needed for meal preparation are in stock 72 hours in advance;
9. Supervisors must notify the FSB prior to any food substitutions, or menu changes during business hours. Outside of normal business hours, changes may be made at the Supervisor's discretion, but documentation is required all food preparation is monitored and directed by a Cook;
10. Food temperatures are checked and documented;
11. Neither staff or inmates eat or drink while preparing food;
12. All food and supplies are secured and kept locked when not in use;
13. Cleaning and sanitation of the food preparation areas are maintained
14. All food items are properly labelled and dated prior to storage;
15. that all opened food items are re-wrapped and properly sealed and stored according to food safety guidelines;
16. Uncommon, verified food allergies must be vetted by FSB admin. prior to meal preparation for inmate;
17. Periodically check the mental health diet trays for meal compliance, i.e. red mark on label, paper spoon, no pc condiments, paper bowls, no hard fruits, no hard plastics, or plastic covered items;
18. Spot check to verify menu compliance with items served.

## D. DOCUMENTATION

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

**Food Services Bureau**

**Post Order (PO) NO. FSB 25-017**

The FSS II shall ensure that all required documentation, paperwork, and information is completed, maintained, and submitted to Food Service Administration daily, including, but not limited to:

1. Meal Recap forms attached with the Delivery form, Substitution Log, and Sandwich Log, in-service training log, daily huddle/briefing;
2. Food Service Request Delivery Form (Pull Sheet);
3. Substitutions;
4. Food Transfer Form;
5. Invoices;
6. Special Diets Documentation;
7. Waste and Spoilage;
8. Training, when completed;

## E. CATERING

The FSS II is responsible for supervising and overseeing catering functions that occur on his/her shift and will ensure:

1. General catering functions have been approved by the Commander in writing;
2. Food items are prepared and ready for delivery;
3. All supporting items, including paper goods, drinks, eating utensils, etc. are on hand;
4. The transaction is recorded on a food transfer sheet, and or Catering document dated, signed for, and a copy sent to Food Services Administration daily;
5. Records of all functions are kept on file;

## F. TRAINING

The FSS II will maintain his/her Certified Professional Food Manager (CPFM) certification and will ensure that:

1. Each employee receives in-service training on the proper operation and cleaning of all equipment that he/she handles and/or oversees the use of;
2. Each employee will be fully trained on the responsibilities included in his/her Post Order. Additionally, documentation will be maintained including when and what the employee was trained on;
3. Inmates are trained on hygiene, sanitation, and proper tray preparation,
4. Additional training as designated by the Commander is completed;
5. Complete daily huddles/briefing at the beginning of the shift to communicate any directives to the staff;

## III. MISCELLANEOUS

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

Food Services Bureau

Post Order (PO) NO. FSB 25-017

The FSS II will be responsible for familiarizing himself/herself with the Post Orders of the other Food Service Supervisors and:

- A. Cross train with each other to assist as needed,
- B. Cook and assist with special events for the FSB (i.e. retirement parties, fund raisers, etc.),
- C. Oversee Production in the absence of the FSS II – Central Production,
- D. Other duties as assigned by the FSB Commander.

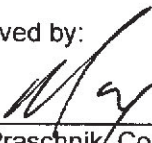
## IV. UNIFORM

MDCR Food Services Bureau designated uniform

## V. REVOCATIONS

Any language in a Standard Operating Procedure, Post Order, and/or written correspondence that conflicts with this procedure is hereby revoked.

Approved by:



\_\_\_\_\_  
Max Praschnik, Commander  
Food Services Bureau

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

|                      |                                |
|----------------------|--------------------------------|
| Food Services Bureau | Post Order (PO) NO. FSB 25-018 |
|----------------------|--------------------------------|

|                                                                                   |                                                   |
|-----------------------------------------------------------------------------------|---------------------------------------------------|
|  | <b>SUBJECT:</b> FOOD SERVICES SUPERVISOR I - MWDC |
|                                                                                   | <b>EFFECTIVE DATE:</b> February 24, 2025          |
|                                                                                   | <b>SUPERSEDES:</b> April 24, 2024                 |

## I. POLICY

Food Services Bureau (FSB) has established the duties and responsibilities of the Food Services Supervisor I (FSS I) assigned to the Metro-West Detention Center (MWDC). The FSS I shall serve as the Kitchen Manager and will be responsible for becoming familiar with all FSB Standard Operating Procedures (SOPs) and Post Orders (POs). The FSS I shall ensure staff compliance with those SOPs and POs as well as departmental DSOPs, FCAC, ACA, and HACCP standards, health and sanitation standards, including the standards required by Florida Administrative Code 64E-11. He/she shall report to the FSS II - Inspections. All C&R Food Service Supervisor 1s shall maintain a current Food Manager Certification (Serv Safe).

## II. DUTIES AND RESPONSIBILITIES

### A. STAFF SUPERVISION

The FSS I will supervise the MWDC kitchen cooking staff:

1. Assign duties and responsibilities and/or new tasks to appropriate staff;
2. Ensure staff are in compliance with FSB SOP 01, "Employee Appearance Standards";
3. Oversee employee scheduling, overtime, and approve/disapprove leave and vacation requests;
4. Ensure a roster is posted with each employee's job assignment, ensuring that the workload schedule is balanced;
5. Analyze and review each employee's work performance and complete timely performance evaluations;
6. Correct problems as they arise, counsel employees, and where necessary, initiate disciplinary action;
7. Review staff post orders and recommend revisions/updates;
8. Ensure all meal count paperwork is completed daily, including Production Reports, Replacement/Substitution Logs, Spice inventory log Sandwich Logs, Inventories, etc. in accordance with FSB SOP 04, "Meal Count Forms & Tracking System";
9. Hold regular staff meetings to disseminate Bureau and Departmental information. Hold daily in-service training and morning briefings;

### B. STAFF DINING/OFFICER'S MESS (OM)

The FSS I will oversee the staff dining areas and ensure that:

1. The OM is clean and ready to open for service on time;

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

|                             |                                       |
|-----------------------------|---------------------------------------|
| <b>Food Services Bureau</b> | <b>Post Order (PO) NO. FSB 25-018</b> |
|-----------------------------|---------------------------------------|

2. The OM is supervised by a Food Service Worker 2;
3. Items are available according to posted menus;
4. Proper temperatures are maintained for all food items;
5. Meals are properly portioned, and presentation is appealing;
6. A ticket must be provided for each meal prepared. No food is to be given away without a ticket or approval from the FSB Commander;
7. Food items held inside of the O.M. before preparation are dated, including open items that are stored before usage;
8. A perpetual inventory of all spices stored in the O.M. is always kept.

## **C. CATERING**

FSS I is responsible for supervising and overseeing catering functions provided by the MWDC Kitchen and will ensure:

1. General catering functions have been approved by the Commander in writing;
2. Food items are prepared in the requested quantities, presentation is appropriate and ready for delivery at the requested time;
3. All supporting items, including paper goods, drinks, eating utensils, etc. are on hand;
4. The transaction is recorded on a food transfer sheet, dated, signed for, and a copy sent to Food Services Administration within one week;
5. Records of all functions are kept on file.

## **D. FOOD PRODUCTION**

The FSS I shall have overall responsibility for overseeing cooking and food preparation and shall ensure that:

1. Ensure that an officer accompanies all inmates when assisting staff entering warehouse, walk-in coolers, and freezer spaces.
2. All cooks use established recipes for cooking and meal production to maintain uniformity throughout all the kitchens;
3. The cooks do not change the recipes;
4. Food items are cooked to the proper temperature and cooked in accordance with FAC 64E-11;
5. All fruits and vegetables are properly washed before using;
6. Potentially hazardous food items are never stored/maintained in the temperature danger zone;
7. The cooks read the menu daily for portion instructions;
8. Tools and scales are being used for portion control;

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

**Food Services Bureau**

**Post Order (PO) NO. FSB 25-018**

9. The Supervisor is notified of any change or substitution; proper documentation of substituted items is completed and forwarded to FSB Administration;
10. Periodic checks are made to determine whether the equipment is being used properly;
11. Accurate information is gathered to generate production reports and each production is recorded in accordance with FSB SOP 04, "Meal Count Forms and Tracking System";

## **E. FOOD ACCOUNTABILITY**

The FSS I have the overall responsibility for all food accountability to include:

1. Verifying against the menu that required food items are available, no less than three days in advance of the serving date;
2. Reporting food items that are not available three days in advance to FSB Administration or TGKCC, whichever is appropriate;
3. Ensuring all foods being delivered within the facility or between facilities are on a Food Transfer Slip or a delivery ticket, Replacement/Substitution Log, Sandwich Log, etc.;
4. Ensuring the quantity of food/supplies received is the amount listed on an invoice or delivery slip before being signed for;
5. Ensuring that all foods being transported to another facility are on a transfer slip and Delivery Log;
6. Ensuring that all menus are followed;
7. Ensuring a Menu Substitution form is completed whenever menu substitutions or replacements are made, and the form is forwarded to FSB Administration;
8. Ensuring that spices are inventoried and kept locked up;
9. Ensure that all food items are properly sealed, labeled and dated with the current date periodically throughout and prior to the end of the shift.
10. Ensure that when entering/exiting the coolers/freezers, any food spillages, open boxes, are addressed and temperature irregularities and reported to the supervisor on duty.
11. Short line meals, using food left over from production shall be given to the inmate staff in accordance with FSB SOP 09, "Kitchen Inmate Workers".

## **F. VISUAL INSPECTIONS**

The FSS I shall inspect all areas of the kitchen, OM, loading dock, storage areas, refrigerators, and freezers daily and will ensure that:

1. All building deficiencies and/or malfunctioning equipment are reported in accordance with FSB SOP 07, "Equipment Maintenance/Repair Procedures",
2. All safety and/or sanitation deficiencies are rectified,
3. The warehouse is clean and vermin free,
4. The tray line is always monitored by staff,



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5. Departmental and FSB Policies and Procedures are followed; specifically, FSB SOP 08, "Hygiene and Sanitation" and 09, "Kitchen Inmate Workers" are being adhered to.

## G. SERVING LINE PROCEDURES/TRAY MAKE UP

The FSS I will oversee the make-up of trays and ensure:

1. Constant physical presence of a staff member at the tray line until traying is complete,
2. All workers must wear hats, gloves, aprons, and beard guards when applicable,
3. Food is brought to the tray line as needed to keep items at the proper temperature,
4. Production Logs are completed at the time of production,
5. The Daily Meal Compliance Check List is completed for each meal including recording of temperature checks at a minimum of three times during tray preparation,
6. A spoon is placed on each tray as needed,
7. Food is properly portioned on the tray in accordance with the appropriate menu and with the proper presentation,
8. The area around the tray line is always kept clean and neat,
9. The tray line is thoroughly cleaned and sanitized after meal preparation,
10. Special diets (therapeutic, mental health and faith based) are inspected and any mistakes rectified.

## H. HEALTH AND SANITATION

The FSS I will oversee and ensure that strict sanitary standards are met in accordance with HACCP, ACA, FCAC, and HRS requirements to include:

1. All cooks instruct inmates working in food production on proper sanitary standards,
2. All equipment is cleaned and sanitized before and after each use and during operation, if necessary,
3. At each stage, Cooks document temperatures of cooked products and chilled products,
4. Cooks label and date all opened and cooked food products, prior to storing,
5. A response to the Sanitation & Compliance Weekly Self Inspection Report is completed in accordance with FSB SOP 05, "Sanitation and Inspections Compliance".

## I. EMERGENCY FOOD COMPLAINTS

The FSS I shall handle any emergency food complaints/problems to ensure that each inmate has the proper food in accordance with the appropriate menu. Additionally, the FSS I shall:

1. Make sure that a replacement item is sent to any inmate missing item(s) from his tray and the replacement is properly documented in accordance with FSB SOP 04, "Meal Count Forms and Tracking System",
2. Replace food that has been dropped, or the inmate reports is spoiled and complete a transfer form to spoilage,

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3. Respond to inquiries from the FSB Commander or designee regarding food related grievances.

## **J. DOCUMENTATION**

1. The FSS I shall maintain the following documents for the kitchen:
  - a. Copy of the 28-day menu cycle
  - b. Letters from the Dietician certifying diets
  - c. Copy of the Certified Professional Food Manager (CPFM) certification,
  - d. Current Health Department Inspection
  - e. Weekly self-inspection for the past year
  - f. End of the month inventory
  - g. Employee files
  - h. Inmate training documents
  - i. Catering paperwork
  - j. Meeting minutes
2. Additionally, the FSS I shall ensure, at a minimum of weekly, unless otherwise indicated, that the following paperwork is sent to Food Service Administration:
  - a. Meal Count Reports daily
  - b. Food Transfer Slips daily
  - c. Menu substitutions on a daily basis
  - d. Invoices daily
  - e. Food Service Request Delivery Forms (Pull sheets) daily,
  - f. Training records
  - g. Catering documents
  - h. OT documentation daily
3. The FSS I or designee shall complete the Meal Delivery Recap form daily in accordance with FSB SOP 04, "Meal Count Forms and Tracking System".
  - a. He/she shall review all supporting documents (sandwich logs, replacement/substitution logs, delivery logs, production reports, etc.) and complete the Recap form based on this information;
  - b. He/she shall research any discrepancies in the supporting documentation and make any necessary corrections;

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- c. He/she will send this form, together with all supporting documentation, to FSB Administration daily.

## III. TRAINING

The FSS I shall maintain his/her Certified Professional Food Manager certification. Additionally, he/she will ensure that all staff under his/her supervision are properly trained in the use of recipes and equipment, proper sanitation procedures and are able to instruct inmates in compliance with sanitation standards.

### A. STAFF TRAINING

The FSS I shall ensure that each employee under his/her supervision receives in-service training on the proper operation and cleaning of all equipment that they handle and/or oversee the use of. Each employee will be fully trained on the responsibilities included in his/her Post Order. Additionally, documentation will be maintained including when and what the employee was trained on and a copy of the training log(s) shall be sent to FSB Administration in accordance with FSB SOP 11, "Training".

### B. INMATE TRAINING

All inmate workers shall be trained in accordance with FSB SOPs 11, "Training" and 09, "Kitchen Inmate Workers" regarding sanitation, hygiene, chemical use, accident prevention, food safety, and what is expected of them while working in the kitchen. A copy of the Inmate Kitchen Worker Orientation and Training Documentation shall be forwarded to FSB Administration.

## IV. MISCELLANEOUS

The FSS I will be responsible for familiarizing himself/herself with the Post Orders of the other Food Service Supervisors, cross train with each other to assist as needed and other duties as assigned by the FSS II Inspections and/or the Commander.

## V. UNIFORM

MDCR Food Services Bureau designated uniform

## VI. CROSS REFERENCES

FSB SOP 01, "Employee Appearance Standards"

FSB SOP 04, "Meal Count Forms and Tracking System"

FSB SOP 05, "Sanitation and Inspection Compliance"

FSB SOP 07, "Equipment Maintenance/Repair Procedures"

FSB SOP 08, "Hygiene and Sanitation"

FSB SOP 09, "Kitchen Inmate Workers"

FSB SOP 11, "Training"

## VII. REVOCATIONS

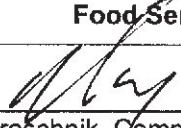
Any language in a Standard Operating Procedure, Post Order, and/or written correspondence that conflicts with this procedure is hereby revoked.

Approved by:

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

Food Services Bureau

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Max Praschnik, Commander  
Food Services Bureau

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

Food Services Bureau

Post Order (PO) NO. FSB 25-019



**SUBJECT:** FOOD SERVICES SUPERVISOR I - PTDC

**EFFECTIVE DATE:** February 24, 2025

**SUPERSEDES:** April 24, 2024

## **I. POLICY**

Food Services Bureau (FSB) has established the duties and responsibilities of the Food Services Supervisor I (FSS I) assigned to the Pre-Trial Detention Center (PTDC). The FSS I shall serve as the Kitchen Manager and will be responsible for becoming familiar with all FSB Standard Operating Procedures (SOPs) and Post Orders (POs). The FSS I shall ensure staff compliance with those SOPs and POs as well as departmental DSOPs, FCAC, ACA, and HACCP standards, health and sanitation standards, including the standards required by Florida Administrative Code 64E-11. He/she shall report to the FSS II - Inspections. All C&R Food Service Supervisor 1s shall maintain a current Food Safety Certification (Serv Safe).

## **II. DUTIES AND RESPONSIBILITIES**

### **A. STAFF SUPERVISION**

The FSS I will supervise the PTDC kitchen cooking staff:

1. Assign duties and responsibilities and/or new tasks to appropriate staff;
2. Ensure staff are in compliance with FSB SOP 01, "Employee Appearance Standards";
3. Oversee employee scheduling, overtime, and approve/disapprove leave and vacation requests;
4. Ensure a roster is posted with each employee's job assignment, ensuring that the workload schedule is balanced;
5. Analyze and review each employee's work performance and complete timely performance evaluations;
6. Correct problems as they arise, counsel employees, and where necessary, initiate disciplinary action;
7. Review staff post orders and recommend revisions/updates;
8. Ensure all meal count paperwork is completed daily, including Production Reports, Replacement/Substitution Logs, Spice inventory log Sandwich Logs, Inventories, etc. in accordance with FSB SOP 04, "Meal Count Forms & Tracking System";
9. Hold regular staff meetings to disseminate Bureau and Departmental information. Hold daily in-service training and morning briefings;

### **B. STAFF DINING/OFFICER'S MESS (OM)**

The FSS I will oversee the staff dining areas and ensure that:

1. The OM is clean and ready to open for service on time;

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2. The OM is supervised by a Food Service Worker 2;
3. Items are available according to posted menus;
4. Proper temperatures are maintained for all food items;
5. Meals are properly portioned, and presentation is appealing;
6. A ticket must be provided for each meal prepared. No food is to be given away without a ticket or approval from the FSB Commander;
7. Food items held inside of the O.M. before preparation are dated, including open items that are stored before usage;
8. A perpetual inventory of all spices stored in the O.M. is always kept.

## **C. CATERING**

The FSS I is responsible for supervising and overseeing catering functions provided by the PTDC Kitchen and will ensure:

1. General catering functions have been approved by the Commander in writing;
2. Food items are prepared in the requested quantities, presentation is appropriate and ready for delivery at the requested time;
3. All supporting items, including paper goods, drinks, eating utensils, etc. are on hand;
4. The transaction is recorded on a food transfer sheet, dated, signed for, and a copy sent to Food Services Administration within one week;
5. Records of all functions are kept on file.

## **D. FOOD PRODUCTION**

The FSS I shall have overall responsibility for overseeing cooking and food preparation and shall ensure that:

1. Ensure that an officer accompanies all inmates when assisting staff entering warehouse, walk-in coolers, and freezer spaces.
2. All cooks use established recipes for the cooking and meal production to maintain uniformity throughout all the kitchens;
3. The cooks do not change the recipes;
4. Food items are cooked to the proper temperature and cooked in accordance with FAC 64E-11;
5. All fruits and vegetables are properly washed before using;
6. Potentially hazardous food items are never stored/maintained in the temperature danger zone;
7. The cooks read the menu daily for portion instructions;
8. Tools and scales are being used for portion control;



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9. The Supervisor is notified of any change or substitution; proper documentation of substituted items is completed and forwarded to FSB Administration;
10. Periodic checks are made to determine whether the equipment is being used properly;
11. Accurate information is gathered to generate production reports and each production is recorded in accordance with FSB SOP 04, "Meal Count Forms and Tracking System";

## **E. FOOD ACCOUNTABILITY**

The FSS I have the overall responsibility for all food accountability to include:

1. Verifying against the menu that required food items are available, no less than three days in advance of the serving date;
2. Reporting food items that are not available three days in advance to FSB Administration or TGKCC, whichever is appropriate;
3. Ensuring all foods being delivered within the facility or between facilities are on a Food Transfer Slip or a delivery ticket, Replacement/Substitution Log, Sandwich Log, etc.;
4. Ensuring the quantity of food/supplies received is the amount listed on an invoice or delivery slip before being signed for;
5. Ensuring that all foods being transported to another facility are on a transfer slip and Delivery Log;
6. Ensuring that all menus are followed;
7. Ensuring a Menu Substitution form is completed whenever menu substitutions or replacements are made, and the form is forwarded to FSB Administration;
8. Ensuring that spices are inventoried and kept locked up;
9. Ensure that all food items are properly sealed, labeled and dated with the current date periodically throughout and prior to the end of the shift.
10. Ensure that when entering/exiting the coolers/freezers, any food spillages, open boxes, are addressed and temperature irregularities and reported to the supervisor on duty.
11. Short line meals, using food left over from production shall be given to the inmate staff in accordance with FSB SOP 09, "Kitchen Inmate Workers".

## **F. VISUAL INSPECTIONS**

The FSS I shall inspect all areas of the kitchen, OM, loading dock, storage areas, refrigerators, and freezers daily and will ensure that:

1. All building deficiencies and/or malfunctioning equipment are reported in accordance with FSB SOP 07, "Equipment Maintenance/Repair Procedures",
2. All safety and/or sanitation deficiencies are rectified,
3. The warehouse is clean and vermin free,
4. The tray line is always monitored by staff,

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

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5. Departmental and FSB Policies and Procedures are followed; specifically, FSB SOPs 08, "Hygiene and Sanitation" and 09, "Kitchen Inmate Workers" are being adhered to.

## **G. SERVING LINE PROCEDURES/TRAY MAKE UP**

The FSS I will oversee the make-up of trays and ensure:

1. Constant physical presence of a staff member at the tray line until traying is complete,
2. All workers have on hats, gloves, aprons, and beard guards when applicable,
3. Food is brought to the tray line as needed to keep items at the proper temperature,
4. Production Logs are completed at the time of production,
5. The Daily Meal Compliance Check List is completed for each meal including recording of temperature checks at a minimum of three times during tray preparation,
6. A spoon is placed on each tray as needed,
7. Food is properly portioned on the tray in accordance with the appropriate menu and with the proper presentation,
8. The area around the tray line is always kept clean and neat,
9. The tray line is thoroughly cleaned and sanitized after meal preparation,
10. Special diets (therapeutic, mental health and faith based) are inspected and any mistakes rectified.

## **H. HEALTH AND SANITATION**

The FSS I will oversee and ensure that strict sanitary standards are met in accordance with HACCP, ACA, FCAC, and HRS requirements to include:

1. All cooks instruct inmates working in food production on proper sanitary standards
2. All equipment is cleaned and sanitized before and after each use and during operation if necessary
3. At each stage, Cooks document temperatures of cooked products and chilled products
4. Cooks label and date all opened and cooked food products, prior to storing
5. A response to the Sanitation & Compliance Weekly Self Inspection Report is completed in accordance with FSB SOP 05, "Sanitation and Inspections Compliance".

## **I. EMERGENCY FOOD COMPLAINTS**

The FSS I shall handle any emergency food complaints/problems to ensure that each inmate has the proper food in accordance with the appropriate menu. Additionally, the FSS I shall:

1. Make sure that a replacement item is sent to any inmate missing item(s) from his tray and the replacement is properly documented in accordance with FSB SOP 04, "Meal Count Forms and Tracking System"
2. Replace food that has been dropped or the inmate reports is spoiled and complete a transfer form to spoilage

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

Food Services Bureau

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3. Respond to inquiries from the FSB Commander or designee regarding food related grievances

## J. DOCUMENTATION

1. The FSS I shall maintain the following documents for the kitchen:
  - a. Copy of the 28-day menu cycle,
  - b. Letters from the Dietician certifying the diets,
  - c. Copy of the Certified Professional Food Manager (CPFM) certification,
  - d. Current Health Department Inspection,
  - e. Weekly self-inspection for the past year,
  - f. End of the month inventory,
  - g. Employee files,
  - h. Inmate training documents,
  - i. Catering paperwork,
  - j. Meeting minutes,
2. Additionally, the FSS I shall ensure, at a minimum of weekly, unless otherwise indicated, that the following paperwork is sent to Food Service Administration:
  - a. Meal Count Reports daily
  - b. Food Transfer Slips daily
  - c. Menu substitutions on a daily basis
  - d. Invoices daily
  - e. Food Service Request Delivery Forms (Pull sheets) daily
  - f. Training records
  - g. Catering documents
  - h. OT documentation daily
3. The FSS I or designee shall complete the Meal Delivery Recap form daily in accordance with FSB SOP 04, "Meal Count Forms and Tracking System".
  - a. He/she shall review all supporting documents (sandwich logs, replacement/substitution logs, delivery logs, production reports, etc.) and complete the Recap form based on this information;
  - b. He/she shall research any discrepancies in the supporting documentation and make any necessary corrections;

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- c. He/she will send this form, together with all supporting documentation, to FSB Administration daily.

## III. TRAINING

The FSS I shall maintain his/her Certified Professional Food Manager certification. Additionally, he/she will ensure that all staff under his/her supervision are properly trained in the use of recipes and equipment, proper sanitation procedures and are able to instruct inmates on compliance with sanitation standards.

### A. STAFF TRAINING

The FSS I shall ensure that each employee under his/her supervision receives in-service training on the proper operation and cleaning of all equipment that they handle and/or oversee the use of. Each employee will be fully trained on the responsibilities included in his/her Post Order. Additionally, documentation will be maintained including when and what the employee was trained on and a copy of the training log(s) shall be sent to FSB Administration in accordance with FSB SOP 11, "Training".

### B. INMATE TRAINING

All inmate workers shall be trained in accordance with FSB SOPs 11, "Training" and 09, "Kitchen Inmate Workers" regarding sanitation, hygiene, chemical use, accident prevention, food safety, and what is expected of them while working in the kitchen. A copy of the Inmate Kitchen Worker Orientation and Training Documentation shall be forwarded to FSB Administration.

## IV. MISCELLANEOUS

The FSS I will be responsible for familiarizing himself/herself with the Post Orders of the other Food Service Supervisors, cross train with each other to assist as needed, other duties as assigned by the FSS II Inspections and/or the Commander.

## V. UNIFORM

MDCR Food Services Bureau designated uniform

## VI. CROSS REFERENCES

FSB SOP 01 "Employee Appearance Standards",  
FSB SOP 04 "Meal Count Forms and Tracking System",  
FSB SOP 05 "Sanitation and Inspection Compliance",  
FSB SOP 07 "Equipment Maintenance/Repair Procedures",  
FSB SOP 08 "Hygiene and Sanitation",  
FSB SOP 09, "Kitchen Inmate Workers"  
11 "Training"

## VII. REVOCATIONS

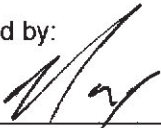
Any language in a Standard Operating Procedure, Post Order, and/or written correspondence that conflicts with this procedure is hereby revoked.

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

Food Services Bureau

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Approved by:



Max Praschnik, Commander  
Food Services Bureau

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

Food Services Bureau

Post Order (PO) NO. FSB 25-022



**SUBJECT:** INVENTORY CLERK

**EFFECTIVE DATE:** February 24, 2025

**SUPERSEDES:** April 24, 2024

## I. POLICY

Food Services Bureau (FSB) has established the duties and responsibilities of the Inventory Clerk assigned to the warehouse at Turner Guilford Knight Correctional Center (TGKCC) and Pre-Trial Detention Center (PTDC). The Inventory Clerk shall have the overall responsibility for overseeing food and supplies received and issued out, as well as compliance with health codes and FSB policies concerning food storage.

## II. DUTIES AND RESPONSIBILITIES

Inventory Clerks shall report to the Food Service Supervisor 2 – Administration (FSS 2) and shall be responsible for the following:

### A. **EMPLOYEE APPEARANCE**

Inventory Clerks shall adhere to the standards set forth in FSB SOP 1, "Employee Appearance Standards".

1. Black non-skid, steel toe shoes or boots shall be always worn while on duty,
2. The departmentally issued Class F uniform shall be worn with either the green utility shirt or a sport gray polo shirt with the Miami Dade County seal embroidered on it.

### B. **REPORTING FOR DUTY/ABSENCES**

Each employee shall report for duty as scheduled subject to the following:

1. All unanticipated absences shall be reported to the Shift Commander at the facility the Inventory Clerk is assigned to in accordance with DSOP 6-016, "Reporting Unanticipated Absences",
2. Requests for vacation and/or leave shall be turned in to his/her immediate supervisor (FSS 2) for approval/disapproval at least 24 hours in advance,
3. In the event the Inventory Clerk needs to leave early, he/she must first notify his/her immediate supervisor (FSS 2) and the FSS on duty at his/her assigned facility.

### C. **WAREHOUSE ACTIVITIES**

The Inventory Clerk shall have overall supervision of the warehouse and shall have the following responsibilities:

1. Security and Supervision
  - a. Shall be assigned a key to the storeroom from the key control box,
  - b. Keep all doors and gates secured whenever leaving the area,



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- c. Ensure that inmate workers are never left unsupervised in the warehouse,
  - d. Ensure Vendors do not enter the warehouse area,
  - e. Store any personal items in a secured area inaccessible by inmates.
  - f. Ensuring that in the event an employee needs to enter a cooler/refrigerator with an Inmate, an Officer should be posted in the entrance to provide security
- 2. Receipt of Food and Supplies
  - a. Incoming supplies are received in accordance with FSB SOP 03, "Warehouse Procedures",
  - b. FSB Administration must be notified any time that a delivery of food and/or supplies must be refused.
- 3. Rotation of Food Items
  - a. Ensure that all stock is rotated in accordance with FSB SOP 03, "Warehouse Procedures", using the First in-First out method (FIFO).
  - b. Check all perishable goods regularly to ensure that the proper rotation is being followed.
- 4. Issuing Out Goods
  - a. Items going to the kitchen for production must be listed on an issue out/food production form,
  - b. Items going to another kitchen, facility, or agency must be recorded on a transfer or delivery form,
  - c. Ensure that items leaving the warehouse are recorded as to its destination and signed for by the person issuing and receiving it,
  - d. Additionally, the issue or transfer form shall contain: the unit of issue, amount of units issued, date, facility the item(s) are issued from, and the destination,
  - e. Items being discarded are issued out to spoilage on a transfer form.
- 5. Warehouse Sanitation
  - a. The floors in the storeroom must be swept and mopped daily, pallets removed from the area and replaced when the cleaning is complete,
  - b. Refrigerators must be swept and mopped daily:
    - 1) Floors, walls and doors must be scrubbed with soapy water,
    - 2) Squeegees can be used to remove large amounts of water and then dry mopped,
    - 3) Spoiled and old food items must be documented on a transfer form to "Spoilage" and discarded,
  - c. Freezers must be swept daily:
    - 1) Ice buildup must be removed,

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

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- 2) Products shall be organized and rotated,
- 3) Water leaks must be reported in accordance with FSB SOP 07, "Equipment Maintenance/Repair Procedures" and products stored away from the leak until it is repaired.
- d. All cleaning will be done in accordance with FSB SOP 14, "Food Handling and Storage".
6. Refrigerator and freezer temperatures shall be monitored in accordance with FSB SOP 03, "Warehouse Procedures".
7. Inventory
  - a. Milk, cereal, bread, beverage base, cookie, produce counts, and any other food or supply counts requested shall be conducted twice weekly and the figures given to FSB Administration,
  - b. Inserts shall be counted each Monday,
  - c. Inventories will be taken in accordance with FSB SOP 02, "Perpetual Inventory" and 03, "Warehouse Procedures".
8. Documentation
  - a. Copies of all documentation, including receipts, invoices, issue out and transfer forms, must be forwarded to FSB Administration on a daily basis,
  - b. A copy of all forms must be kept in the file for a minimum of 2 weeks to act as back up in case of loss.

## D. STANDARD OPERATING PROCEDURES

The Inventory Clerk shall be responsible for becoming thoroughly familiar with FSB SOPs 01, "Employee Appearance Standards", 02, "Perpetual Inventory", 03, "Warehouse Procedures", 07, "Equipment Maintenance/Repair Procedures", 08, "Hygiene and Sanitation", and 14, "Food Handling and Storage". The Inventory Clerk shall:

1. Receive training on each of these procedures,
2. Ask for clarification of any duty/assignment, he/she is unfamiliar with,
3. Advise his/her supervisor of any duty/responsibility he/she has not been trained on at the beginning of the assignment.

## III. UNIFORM

MDCR Food Services Bureau designated uniform

## IV. CROSS REFERENCE

DSOP 06-016, "Reporting Unanticipated Absences"

FSB SOP 01, "Employee Appearance Standards"

FSB SOP 02 "Perpetual Inventory"

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

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FSB SOP 03, "Warehouse Procedures"

FSB SOP 07, "Equipment Maintenance/Repair Procedures"

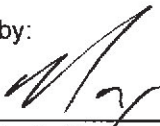
FSB SOP 08, "Hygiene and Sanitation",

FSB SOP 14, "Food Handling and Storage"

## V. REVOCATIONS

Any language in a Standard Operating Procedure, Post Order, and/or written correspondence that conflicts with this procedure is hereby revoked.

Approved by:



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Max Praschnik, Commander  
Food Services Bureau

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

Food Services Bureau

Post Order (PO) NO. FSB 25-025



**SUBJECT:** C & R FOOD SERVICE WORKER 2

**EFFECTIVE DATE:** February 24, 2025

**SUPERSEDES:** April 24, 2024

## I. POLICY

The Food Services Bureau (FSB) has established the duties and responsibilities of the C&R Food Service Worker 2 (FSW2) assigned to the FSB. FSW2 will report to the Food Service Supervisor 2 (FSS2, Production). In the absence of a Food Service Supervisor 2, the Food Service Worker 2(FSW2) will be supervised by either a C&R Cook2 or C&R Cook 1. Food Service Worker 2 will perform the duties outlined in this Post Order (PO), and any other duties as assigned by the FSS2, the FSB Commander or designee. All Food Service Worker 2 shall maintain a current Food Safety Certification (Serv Safe).

## II. DUTIES AND RESPONSIBILITIES

The responsibilities of the FSW2 shall include food preparation and short order type cooking tasks, assisting in various food service activities, tray line functions, proper portioning and presentation of food items, cleaning and sanitizing functions, supervising inmate workers, meeting established timelines, and performing duties as assigned by the designated supervisor.

### A. DAILY RESPONSIBILITIES

FSW2 shall adhere to the standards set forth in all FSB SOPs and Miami Dade Corrections and Rehabilitation (MDCR) DSOPs. The FSW2 shall ensure compliance with FSB employee appearance standards, FSB SOP 01, "Employee Appearance Standards"

1. Black non-skid, steel toe shoes or boots shall be always worn while on duty
2. The departmentally issued Class F uniform shall be worn with either the green utility shirt or a sport gray polo shirt with the Miami Dade County seal embroidered on it
3. All unanticipated absences shall be reported to the Shift Commander at the facility the FSW2 is assigned to in accordance with DSOP 6-016, "Reporting Unanticipated Absences"
4. Requests for vacation and/or leave shall be completed for approval/disapproval at least 24 hours in advance

### B. MEAL PREPARATIONS AND TASKS

The FSW2 shall be thoroughly familiar with FSB SOPs 04, "Meal Count Forms and Tracking", FSB 10, "Special Diets", FSB 13, "Menus and Diets", and FSB 14, "Food Handling and Storage". He/she shall ensure that food preparation, handling, presentation, and service are in accordance with these policies and procedures and shall:

1. Provide food preparation functions in an institutional food service environment:
  - a. Prepare salads, sandwiches, and food items similar to short order cooking for breakfast, lunch, and/or dinner meals in a cafeteria setting,
  - b. Prepare food items for tray line functions, including preparation of inmate meal trays,

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- c. Follows standardized recipes, prep instruction, and policies and procedures,
  - d. Instructs inmate labor in proper portioning, presentation, food handling, meal tray preparations, and short order cooking functions.
  - e. Ensure that an officer accompanies all inmates when assisting staff entering warehouse, walk-in coolers, and freezer spaces.
2. Review and inspect work in progress and upon completion to ensure compliance with established policies and procedures.
3. Trains inmate workers in the use of food preparation and/or serving tools, such as spatulas, spoodles, dishes, etc., ensuring proper portion control and food presentation.

## C. CLEANING AND SANITATION

The FSW2 shall be thoroughly familiar with FSB SOPs 08, "Hygiene and Sanitation and 14, "Food Handling and Storage". He/she shall ensure that the cleaning and sanitizing of the cafeteria and kitchen areas is done in accordance with these policies and shall:

1. Ensure that food preparation areas, including cafeterias, tray lines, food service equipment, etc., are cleaned and sanitized at appropriate intervals and in accordance with policies and procedures,
2. Supervise inmate workers completing cleaning and/or sanitation functions in accordance with policies and procedures and proper health and sanitation standards,
3. Review and inspection work in progress and upon completion to ensure compliance with established cleaning and sanitation standards,
4. Ensure proper usage and control of cleaning/sanitizing chemicals and personal protective equipment.

## D. DOCUMENTATION

The FSW2 will properly and legibly complete all cafeteria documentation, such as requisitioning of food and supplies from the warehouse, records of meals sold, etc., and all required meal tracking documentation in accordance with FSB SOP 04, "meal Count Forms and Tracking". All documentation is to be turned in to his/her supervisor at the conclusion of the shift.

## E. MISCELLANEOUS OTHER DUTIES

The FSW2 may be assigned other duties in the direction of the FSS 2, the FSB Commander or designee.

## III. UNIFORM

MDCR Food Services Bureau designated uniform

## IV. CROSS REFERENCES

DSOP 6-016, "Reporting Unanticipated Absences"

FSB SOP 01, "Employee Appearance Standards"

FSB SOP 04, Meal Count Forms & Tracking System", 08 "Hygiene and Sanitation"

FSB SOP 10, "Special Diets"

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

Food Services Bureau

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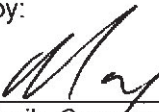
FSB SOP 13, "Menus and Diets"

FSB SOP 14, "Food Handling & Storage"

## V. REVOCATIONS

Any language in a Standard Operating Procedure, Post Order, and/or written correspondence that conflicts with this procedure is hereby revoked.

Approved by:



Max Praschnik, Commander  
Food Services Bureau



# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

|                                                                                   |                                          |
|-----------------------------------------------------------------------------------|------------------------------------------|
| Food Services Bureau                                                              | Post Order (PO) NO. FSB 25-027           |
|  | <b>SUBJECT:</b> C & R COOK 2 - PREP      |
|                                                                                   | <b>EFFECTIVE DATE:</b> February 24, 2025 |
|                                                                                   | <b>SUPERSEDES:</b> January 31, 2024      |

## I. RESPONSIBILITIES

Food Services Bureau (FSB) has established the duties and responsibilities of the C&R Cook 2 – Prep assigned to the Food Services Bureau. The C&R Cook 2 – Prep shall be responsible for becoming familiar with all FSB Standard Operating Procedures (SOPs) and compliance with this Post Order. All C&R Cook 2s shall maintain a current Food Safety Certification (Serv Safe).

## II. DUTIES AND RESPONSIBILITIES

### A. DAILY RESPONSIBILITIES

The C&R Cook 2-Prep shall adhere to the standards set forth in all FSB SOPs and Miami Dade Corrections and Rehabilitation (MDCR) DSOPs. The C&R Cook 2-Prep shall ensure compliance with FSB employee appearance standards, FSB SOP 01, "Employee Appearance Standards"

1. Black non-skid, County issued steel toe shoes or boots shall be worn at all times while on duty,
2. The departmentally issued Class F uniform shall be worn with either the green utility shirt or a sport gray polo shirt with the Miami Dade County seal embroidered on it,
3. All unanticipated absences shall be reported to the Shift Commander at the facility the C&R Cook 2-Prep is assigned to in accordance with DSOP 6-016, "Reporting Unanticipated Absences",
4. Requests for vacation and/or leave shall be completed for approval/disapproval at least 24 hours in advance,

### B. PREPARATION, MEAL SERVICE AND CATERING

The C&R Cook 2 – Prep shall be responsible for ensuring that preparation tasks for meals service are completed and ready for service and/or tray line production in accordance with the established menus and at the appropriate designated times and shall:

1. Ensure appropriate food and supply items are pulled from inventory 72 hours in advance and available for use in preparation functions and for service of meals,
2. Ensure that food is prepared and ready for tray line production within the established timeframes for meal service (breakfast, lunch, dinner), and in accordance with established menus, including special diets/faith based;
3. Ensure that all canned items, for general population and special diets menu are opened and meats sliced in advance of tray line food production;
4. Ensure that food is prepared and ready for catering functions in accordance with the catering request(s),

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5. Ensure that portions are controlled using proper measuring tools in accordance with the established menus,
6. Ensure that presentation of food items, meals, and catering is appropriate and in accordance with FSB standards,
7. Ensure that all food items are cooked to the proper temperatures and served at the proper temperatures,
8. Supervise inmates to ensure preparation functions are completed correctly,
9. Ensure that all food items and supplies are properly labeled and dated, secured when not in use and inmates are not permitted in any storage areas (warehouse, coolers, freezers, etc.) unsupervised;
10. Ensure that an officer accompanies all inmates when assisting staff entering warehouse, coolers, and freezer spaces
11. Ensure that short line meals are prepared in accordance with established timeframes; Items used to prepare short line meals shall include any available leftovers from prior tray line production;
12. Ensure that all short line items are approved prior to use by designated supervisor;

## **C. FOOD SAFETY**

The C&R Cook 2 – Prep shall be accountable for food and supply items for the Prep area, and shall:

1. Ensure that all utensils, equipment and tables are cleaned and sanitized prior to prep of food items;
2. Ensure that all food and supplies are secured when not in use;
3. Ensure that all staff and/or inmates involved in food handling functions are wearing hats, aprons, and gloves,
4. Ensure that all staff have washed their hands before starting any food related functions;
5. Ensure that all workstations are equipped with a bucket of cleaning solution and a bucket of sanitizing solution;
6. Ensure that gloves are changed every 30 minutes, before starting a new task, or when the gloves become torn or soiled;
7. Ensure food items are maintained at appropriate safe food handling temperatures to prevent spoilage and hazardous conditions, while returning completed items back to the cooler in a timely manner;
8. Ensure that all food items are labeled and dated prior to storage,
9. Ensure that food stock is rotated utilizing the First In, First Out (FIFO) method.

## **D. EQUIPMENT AND MAINTENANCE**

The C&R Cook 2 – Prep shall be accountable for all equipment utilized in the Prep area and will ensure:

1. All equipment, tools and utensils are used in the manner intended in accordance with the manufacturer's instructions,

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2. All staff and/or inmates are trained on the proper use and safety measures of equipment, tools, and/or utensils prior to use ,
3. Any malfunctioning equipment is not used and is reported immediately to supervisory staff.
4. All equipment and serving utensils must be properly cleaned, sanitized and returned when not in use;

## E. CLEANLINESS AND SANITATION

The C&R Cook 2 – Prep shall be accountable for the proper cleanliness and sanitation of the Prep area, including any cooking equipment used in preparation of meals or food items for tray line service and shall:

1. Instruct inmates working in the Prep area in proper cleaning and sanitation methods,
2. Show inmates working in the Prep area how to properly clean the Prep areas and how to clean and sanitize food contact surfaces, equipment, etc.,
3. Instruct Prep inmates in proper hand washing procedures,
4. Inspect Prep inmates for proper personal hygiene, clean uniform, use of hair nets, aprons, and gloves,
5. Inspect Prep areas and equipment daily for cleanliness and address deficiencies immediately,

## F. FOOD ACCOUNTABILITY

The C&R Cook 2 – Prep has overall responsibility for all food and supply accountability in the Prep area to include:

1. Verifying against the menu that required food items are available for tray line use,
2. Ensuring that the appropriate paperwork is completed for all food and/or supply items issued out to the Prep area,
3. Ensuring that all spices are kept in a locked cabinet and issued out only for immediate use,
4. Ensuring that all food items not in immediate use are stored properly and under proper temperature,
5. Ensuring that all open food items are labeled and dated prior to storage,
6. Ensuring that menus and portion sizes are followed.

## G. SECURITY AND CONTROLS

The C&R Cook 2 – Prep shall be accountable for:

1. Ensuring all tools to be utilized in the Prep area have been properly signed out on the tool sign out log prior to taking them into the Prep area,
2. Ensuring that all tools and equipment are cleaned and sanitized prior to being returned;
3. Ensuring that any keys to be used in the Prep area are signed out and signed in properly on the appropriate logs,

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4. Ensure that in the event an employee needs to enter a cooler/refrigerator with an Inmate, an Officer should be posted in the entrance to provide security
5. Ensuring that all chemicals used in the Prep area are mixed/diluted by staff only and their use by inmates is supervised by staff,
6. Ensuring that the whereabouts of all inmates working in the Prep area are always known.
7. Ensuring that C&R Cook 1's, Food Service Workers, and inmate workers complete tray line functions in accordance with food safety procedures and in accordance with established menus,

## **H. DOCUMENTATION**

The C&R Cook 2 – Prep shall ensure that all required documentation is maintained and completed in a timely manner on a daily basis and shall:

1. Ensure that all Cooks and Food Service Workers have a current Menu in their possession daily during tray line production;
2. Ensure required documentation for work assignments is completed properly and on time,
3. Ensure that time and temperature meal compliance sheet(s) are completed,
4. Ensure required temperatures are logged.

## **I. MISCELLANEOUS**

The C&R Cook 2 – Prep shall complete special assignments and requests as directed by supervisory staff.

## **III. UNIFORM**

MDCR Food Services Bureau designated uniform

## **IV. CROSS REFERENCES**

FSB SOP 01, "Employee Appearance Standards"

FSB SOP 03, "Warehouse Procedures"

FSB SOP 07, "Equipment Maintenance/Repair Procedures"

FSB SOP 08, "Hygiene and Sanitation"

FSB SOP 09, "Kitchen Inmate Workers"

FSB SOP 11, "Training"

## **V. REVOCATIONS**

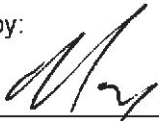
Any language in a Standard Operating Procedure, Post Order, and/or written correspondence that conflicts with this procedure is hereby revoked.

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

Food Services Bureau

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Approved by:



Max Praschnik, Commander  
Food Services Bureau

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

Food Services Bureau

Post Order (PO) NO. FSB 25-028



**SUBJECT:** C & R COOK 2 – (SPECIAL DIETS) DIET PRODUCTION

**EFFECTIVE DATE:** February 24, 2025

**SUPERSEDES:** February 1, 2024

## I. POLICY

Food Services Bureau (FSB) has established the duties and responsibilities of the C&R Cook 2 – Special Diets assigned to the FSB. The C&R Cook 2 – Special Diets shall be responsible for becoming familiar with all FSB Standard Operating Procedures (SOPs) and compliance with this Post Order (PO). Shall maintain a current Food Safety Certification.

## II. DUTIES AND RESPONSIBILITIES

### A. DAILY RESPONSIBILITIES

The C&R Cook 2-Special Diets shall adhere to the standards set forth in all FSB SOPs and Miami Dade Corrections and Rehabilitation (MDCR) DSOPs. The C&R Cook 2- Special Diets shall ensure compliance with FSB employee appearance standards, FSB SOP 01, "Employee Appearance Standards"

1. Black non-skid, County issued steel toe shoes or boots shall be worn at all times while on duty,
2. The departmentally issued Class F uniform shall be worn with either the green utility shirt or a sport gray polo shirt with the Miami Dade County seal embroidered on it,
3. All unanticipated absences shall be reported to the Shift Commander at the facility the C&R Cook 2- Special Diets is assigned to in accordance with DSOP 6-016, "Reporting Unanticipated Absences",
4. Requests for vacation and/or leave shall be completed for approval/disapproval at least 24 hours in advance,

### B. PREPARATION AND meal SERVICE

The C&R Cook 2 – Special Diets shall be responsible for ensuring that preparation tasks for meal service are completed and ready for service and/or tray-line Ensure diet lists and labels are separated each day and ready for tray-line production

1. Ensure Food Transfer Slips are completed properly and for all meals as designated by the Food Services Bureau Commander or designee;
2. Ensure appropriate food and supply items are pulled from inventory and available for use in tray-line set up, preparation of special meals, and service of meals;
3. In the event an employee needs to enter a cooler/refrigerator with an Inmate, an Officer should be posted in the entrance to provide security
4. Ensure that food is prepared and ready for tray-line production within the 72 hours established timeframes for meal service (breakfast, lunch, dinner), and in accordance with established menus;
5. Ensure that all verified food allergy substitutions are available for service daily;



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6. Ensure that portions are controlled in accordance with the established menus;
7. Ensure that presentation of food items and meals is appropriate and in accordance with Food Services Bureau standards;
8. Supervise inmates to ensure preparation functions are completed correctly;
9. Ensure that all food items and supplies are secured when not in use and inmates are not permitted in any storage areas (warehouse, coolers, freezers, etc.) unsupervised;
10. Ensure that any leftovers from tray-line production are labeled, dated and stored properly all food is to be rotated according to FIFO, and leftovers re-used or purged according to policies and procedures;

## **C. FOOD SAFETY**

The C&R Cook 2 – Special Diets shall be accountable for food and supply items for the Special Diet preparation areas, and shall:

1. Ensure that all food and supplies are secured when not in use;
2. Ensure that all staff and/or inmates involved in food handling functions are wearing hats, aprons and gloves;
3. Ensure food items are maintained at appropriate safe food handling temperatures to prevent spoilage and hazardous conditions;
4. Ensure that all food items are labeled and dated prior to storage;
5. Ensure that food stock is rotated utilizing the First In, First Out (FIFO) method;
6. Ensure that only food needed for immediate production is pulled, and once completed all food produced shall be returned to the cooler;

## **D. EQUIPMENT AND MAINTENANCE**

The C&R Cook 2 – Special Diets shall be accountable for all equipment utilized in the Special Diet preparation areas and will ensure:

1. All equipment, tools and utensils are used in the manner intended in accordance with the manufacturer's instructions;
2. All staff and/or inmates are trained in the proper use and safety measures of equipment, tools, and/or utensils prior to use;
3. Any malfunctioning equipment is not used and is reported to supervisory staff;

## **E. CLEANLINESS AND SANITATION**

The C&R Cook 2 – Special Diets shall be accountable for the proper cleanliness and sanitation of the Special Diets preparation areas, including any cooking equipment, electrical can opener, buffalo chopper, blender, tables, shelves, carts, sinks and all other food contact surfaces used in preparation of meals or food items for tray-line service and shall:

1. Instruct inmates working in the Special Diets preparation area in proper cleaning and sanitation methods,

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2. Show inmates working in the Special Diets preparation areas how to properly clean the areas and how to clean and sanitize food contact surfaces, equipment. Ensure Cleaning and sanitation solutions are staged at every workstation;
3. Instruct Special Diets preparation inmates in proper hand washing procedures, and change plastic gloves every 30 minutes, when gloves are soiled or torn, and before starting a new task.
4. Inspect Special Diets preparation inmates for proper personal hygiene, clean uniform, use of hair nets, aprons and gloves;
5. Inspect Special Diets preparation areas and equipment on a daily basis for cleanliness and address deficiencies immediately;

## **F. FOOD ACCOUNTABILITY**

The C&R Cook 2 – Special Diets has overall responsibility for all food and supply accountability in the Special Diets preparation areas to include:

1. Verifying against the menu that required food items are available for tray-line use;
2. Verify all menu items are available for verified food allergies substitutions;
3. Ensuring that the appropriate paperwork is completed for all food and/or supply items issued out to the Special Diets preparation area;
4. Ensuring that all food items not in immediate use are stored properly and under proper temperature;
5. Ensuring that all open food items are labeled and dated prior to storage;
6. Ensuring that menus and portion sizes are followed;
7. Ensuring that 72 hours of sample trays are on hand at all times.

## **G. SECURITY AND CONTROLS**

The C&R Cook 2 – Special Diets shall be accountable for:

1. Ensuring all tools to be utilized in the Special Diets area have been properly signed out on the tool sign out log prior to taking them into the Special Diets area;
2. Ensuring that all tools are signed back in at the end of their use;
3. Ensuring that any keys to be used in the Special Diets area are signed out and signed in properly on the appropriate logs;
4. Ensuring that all chemicals used in the Special Diets area are mixed/diluted by staff only and their use by inmates is supervised by staff;
5. Ensuring that the whereabouts of all inmates working in the Special Diets area are known at all times.

## **H. DOCUMENTATION**

The C&R Cook 2 – Special Diets shall ensure that all required documentation is maintained and completed in a timely manner daily and shall:

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1. Ensure required documentation for work assignments is completed properly and on time;
2. Ensure that the time and temperature meal compliance sheet(s) are completed;
3. Ensure required temperatures are logged.

## I. MISCELLANEOUS

The C&R Cook 2 – Special Diets shall complete special assignments and requests as directed by supervisory staff.

## III. UNIFORM

MDCR Food Services Bureau designated uniform

## IV. CROSS REFERENCES

FSB SOP 01, "Employee Appearance Standards"

FSB SOP 03, "Warehouse Procedures"

FSB SOP 07, "Equipment Maintenance/Repair Procedures"

FSB SOP 08, "Hygiene and Sanitation"

FSB SOP 09, "Kitchen Inmate Workers"

FSB SOP 11, "Training"

## V. REVOCATIONS

Any language in a Standard Operating Procedure, Post Order, and/or written correspondence that conflicts with this procedure is hereby revoked.

Approved by:



Max Praschnik, Commander  
Food Services Bureau

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

Food Services Bureau

Post Order (PO) NO. FSB 25-029



**SUBJECT:** C & R COOK 2 – TRAY LINE OPERATIONS

**EFFECTIVE DATE:** February 24, 2025

**SUPERSEDES:** January 31, 2024

## **I. RESPONSIBILITIES**

Food Services Bureau (FSB) has established the duties and responsibilities of the C&R Cook 2 – Tray line Operations assigned to the FSB. The C&R Cook 2 – Tray line Operations shall be responsible for becoming familiar with all FSB Standard Operating Procedures (SOPs) and compliance with this Post Order. All C&R Cook 2s shall maintain a current Food Safety Certification (Serv Safe).

## **II. DUTIES AND RESPONSIBILITIES**

### **A. DAILY RESPONSIBILITIES**

The C&R Cook 2-Tray line shall adhere to the standards set forth in all FSB SOPs and Miami Dade Corrections and Rehabilitation (MDCR) DSOPs. The C&R Cook 2-Tray line C&R Cook 2-Tray line shall ensure compliance with FSB employee appearance standards, FSB SOP 01, "Employee Appearance Standards"

1. Black non-skid, County issued steel toe shoes or boots shall be worn at all times while on duty,
2. The departmentally issued Class F uniform shall be worn with either the green utility shirt or a sport gray polo shirt with the Miami Dade County seal embroidered on it,
3. All unanticipated absences shall be reported to the Shift Commander at the facility the C&R Cook 2-Tray line is assigned to in accordance with DSOP 6-016, "Reporting Unanticipated Absences",
4. Requests for vacation and/or leave shall be completed for approval/disapproval at least 24 hours in advance.

### **B. PREPARATION, MEAL SERVICE AND CATERING**

The C&R Cook 2 – Tray line Operations shall be responsible for ensuring that preparation tasks for meals service are completed and ready for service and/or tray line production in accordance with the established menus and at the appropriate designated times and shall:

1. Ensure appropriate food and supply items are pulled from inventory 72 hours in advance and available for use in preparation functions and for service of meals,
2. Ensure that food is prepared and ready for tray line production within the established timeframes for meal service (breakfast, lunch, dinner), and in accordance with established menus, menus, including special diets/faith based;
3. Verify that all canned items, for general population and special diets menu are opened and meats sliced 24 hours in advance of tray line food production;
4. Ensure that tray line areas are set up and ready for heat sealing production, including disposable trays, sealing film, utensils, condiments, food items, etc.,

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5. Ensure that tray line areas are set up and ready for shrink film sealing production, including trays, shrink film, utensils, condiments, food items, etc.,
6. Ensure that portions are controlled using proper measuring tools in accordance with the established menus,
7. Ensure that presentation of food items and meal trays is appropriate and in accordance with FSB standards,
8. Supervise inmates to ensure tray line functions are completed correctly,
9. Ensure that all food items and supplies are secured when not in use and inmates are not permitted in any storage areas (warehouse, coolers, freezers, etc.) unsupervised.
10. Ensure that any leftovers are labeled, dated, and stored properly.
11. Ensure that an officer accompanies all inmates when assisting staff entering warehouse, walk-in coolers, and freezer spaces;

## **C. FOOD SAFETY**

The C&R Cook 2 – Tray line Operations shall be accountable for food and supply items for the tray line areas, and shall:

1. Ensure that all utensils, equipment and tables are cleaned and sanitized prior to prep of food items;
2. Ensure that all food and supplies are secured when not in use,
3. Ensure that all food items are properly sealed, labeled and dated with the current date.
4. Ensure that when entering/exiting the coolers/freezers, any food spillages, open boxes, are addressed and temperature irregularities and reported to the supervisor on duty.
5. Ensure that all staff and/or inmates involved in food handling functions are wearing hats, aprons and gloves.
6. Ensure that all staff have washed their hands before starting any food related functions;
7. Ensure that all workstations are equipped with a bucket of cleaning solution and a bucket of sanitizing solution;
8. Ensure that gloves are changed every 30 minutes, before starting a new task, or when the gloves become torn or soiled.
9. Ensure that all meals produced are counted and verified for accountability.
10. Ensure food items are maintained at appropriate safe food handling temperatures to prevent spoilage and hazardous conditions, while returning completed items back to the cooler in a timely manner;
11. Ensure that all completed trays are labeled and dated with designated facility information;
12. Ensure that all left over food items are labeled and dated prior to storage,
13. Ensure that food stock is rotated utilizing the First In, First Out (FIFO) method.

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Food Services Bureau

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## D. EQUIPMENT AND MAINTENANCE

The C&R Cook 2 – Tray line Operations shall be accountable for all equipment utilized in the tray line areas and will ensure:

1. All equipment, tools and utensils are used in the manner intended in accordance with the manufacturer's instructions,
2. All staff and/or inmates are trained on the proper use and safety measures of equipment, tools, and/or utensils prior to use,
3. Any malfunctioning equipment is not used and is reported immediately to supervisory staff.
4. All equipment and serving utensils must be properly cleaned, sanitized and returned when not in use;

## E. CLEANLINESS AND SANITATION

The C&R Cook 2 – Tray line Operations shall be accountable for the proper cleanliness and sanitation of the tray line areas, including any cooking equipment used in preparation of meals or food items for tray line service and shall:

1. Instruct inmates working in the tray line areas in proper cleaning and sanitation methods,
2. Show inmates working in the tray line areas how to properly clean the tray line areas and how to clean and sanitize food contact surfaces,
3. Ensure tray line equipment, sealing machines, etc., are cleaned and sanitized at the end of a production cycle,
4. Instruct tray line operations inmates in proper hand washing procedures,
5. Inspect tray line operations inmates for proper personal hygiene, clean uniform, use of hair nets, aprons and gloves,
6. Inspect tray line areas and equipment daily for cleanliness and address deficiencies immediately.

## F. FOOD ACCOUNTABILITY

The C&R Cook 2 – Tray line Operations has overall responsibility for all food and supply accountability in the tray line areas to include:

1. Verifying against the menu that required food items are available for tray line use,
2. Ensuring that the appropriate paperwork is completed for all food and/or supply items issued out to the tray line areas,
3. Ensuring that all food items not in immediate use are stored properly and under proper temperature,
4. Ensuring that all open food items are labeled and dated prior to storage,
5. Ensuring that menus and portion sizes are followed.

## G. SECURITY AND CONTROLS

The C&R Cook 2 – Tray line Operations shall be accountable for:



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1. Ensuring all tools to be utilized in the tray line areas have been properly signed out on the tool sign out log prior to taking them into the tray line areas,
2. Ensuring that all tools and equipment are cleaned and sanitized prior to being returned,
3. Ensuring that any keys to be used in the tray line areas are signed out and signed in properly on the appropriate logs,
4. Ensuring that all chemicals used in the tray line areas are mixed/diluted by staff only and their use by inmates is supervised by staff,
5. Ensuring that C&R Cook 1's, Food Service Workers, and inmate workers complete tray line functions in accordance with food safety procedures and in accordance with established menus,
6. Ensuring that the whereabouts of all inmates working in the tray line areas are always known.
7. In the event an employee needs to enter a cooler/refrigerator with an Inmate, an Officer should be posted in the entrance to provide security

## **H. DOCUMENTATION**

The C&R Cook 2 – Tray line Operations shall ensure that all required documentation is maintained and completed in a timely manner on a daily basis and shall:

1. Ensure that all Cooks and Food Service Workers have a current Menu in their possession daily during tray line production;
2. Ensure required documentation for work assignments is completed properly and on time,
3. Ensure that time and temperature meal compliance sheet(s) are completed,
4. Ensure required temperatures are logged.

## **I. MISCELLANEOUS**

The C&R Cook 2 – Tray line Operations shall complete special assignments and requests as directed by supervisory staff.

## **III. UNIFORM**

MDCR Food Services Bureau designated uniform

## **IV. CROSS REFERENCES**

FSB SOP 01, "Employee Appearance Standards"

FSB SOP 03, "Warehouse Procedures"

FSB SOP 07, "Equipment Maintenance/Repair Procedures"

FSB SOP 08, "Hygiene and Sanitation"

FSB SOP 09, "Kitchen Inmate Workers"

FSB SOP 11, "Training"

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

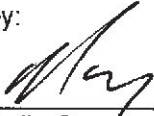
Food Services Bureau

Post Order (PO) NO. FSB 25-029

## V. REVOCATIONS

Any language in a Standard Operating Procedure, Post Order, and/or written correspondence that conflicts with this procedure is hereby revoked.

Approved by:



\_\_\_\_\_  
Max Praschnik, Commander  
Food Services Bureau

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

Food Services Bureau

Post Order (PO) NO. FSB 25-031



**SUBJECT:** C & R COOK 1 – TRAYLINE OPERATIONS

**EFFECTIVE DATE:** February 6, 2025

**SUPERSEDES:** November 26, 2018

## I. POLICY

Food Services Bureau has established the duties and responsibilities of the C&R Cook 1 – Trayline Operations assigned to the Food Services Bureau. The C&R Cook 1 – Trayline Operations shall be responsible for becoming familiar with all FSB Standard Operating Procedures (SOPs) and compliance with this Post Order.

## II. DUTIES AND RESPONSIBILITIES

### A. PREPARATION AND MEAL SERVICE

The C&R Cook 1 – Trayline Operations shall be responsible for ensuring that preparation tasks for meals service are completed and ready for service and/or trayline production in accordance with the established menus and at the appropriate designated times and shall:

1. Ensure appropriate food and supply items are pulled from inventory and available for use in preparation functions and for service of meals,
2. Assist with ensuring that food is prepared and ready for trayline production within the established timeframes for meal service (breakfast, lunch, dinner), and in accordance with established menus,
3. Ensure trayline areas are set up and ready for heat sealing production, including disposable trays, sealing film, utensils, condiments, food items, etc.,
4. Ensure that trayline areas are set up and ready for shrink film sealing production, including trays, shrink film, utensils, condiments, food items, etc.,
5. Ensure that portions are controlled in accordance with the established menus,
6. Ensure that presentation of food items and meal trays is appropriate and in accordance with Food Services Bureau standards,
7. Supervise inmates to ensure trayline functions are completed correctly,
8. Ensure that all food items and supplies are secured when not in use and inmates are not permitted in any storage areas (warehouse, coolers, freezers, etc.) unsupervised,
9. Ensure that any leftovers are labeled, dated, and stored properly.

### B. FOOD SAFETY

The C&R Cook 1 – Trayline Operations shall be accountable for food and supply items for the trayline areas, and shall:

1. Ensure that all food and supplies are secured when not in use,

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

**Food Services Bureau**

**Post Order (PO) NO. FSB 25-031**

2. Ensure that all staff and/or inmates involved in food handling functions are wearing hats, aprons and gloves,
3. Ensure food items are maintained at appropriate safe food handling temperatures to prevent spoilage and hazardous conditions,
4. Ensure that all food items are labeled and dated prior to storage,
5. Ensure that food stock is rotated utilizing the First In, First Out (FIFO) method.

## **C. EQUIPMENT AND MAINTENANCE**

The C&R Cook 1 – Trayline Operations shall be accountable for all equipment utilized in the trayline areas and will ensure:

1. All equipment, tools and utensils are used in the manner intended in accordance with the manufacturer's instructions,
2. All staff and/or inmates are trained on the proper use and safety measures of equipment, tools, and/or utensils prior to use,
3. Any malfunctioning equipment is not used and is reported to supervisory staff.

## **D. CLEANLINESS AND SANITATION**

The C&R Cook 1 – Trayline Operations shall be accountable for the proper cleanliness and sanitation of the trayline areas, including any cooking equipment used in preparation of meals or food items for trayline service and shall:

1. Instruct inmates working in the trayline areas in proper cleaning and sanitation methods,
2. Show inmates working in the trayline areas how to properly clean the trayline areas and how to clean and sanitize food contact surfaces,
3. Assist with ensuring that trayline equipment, sealing machines, etc., are cleaned and sanitized at the end of a production cycle,
4. Instruct trayline operations inmates in proper hand washing procedures,
5. Inspect trayline operations inmates for proper personal hygiene, clean uniform, use of hair nets, aprons and gloves,
6. Inspect trayline areas and equipment on a daily basis for cleanliness and address deficiencies immediately.

## **E. FOOD ACCOUNTABILITY**

The C&R Cook 1 – Trayline Operations has responsibilities for food and supply accountability in the trayline areas to include:

1. Verifying against the menu that required food items are available for trayline use,
2. Ensuring that the appropriate paperwork is completed for all food and/or supply items issued out to the trayline areas,

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

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3. Ensuring that all food items not in immediate use are stored properly and under proper temperature,
4. Ensuring that all open food items are labeled and dated prior to storage,
5. Ensuring that menus and portion sizes are followed.

## F. SECURITY AND CONTROLS

The C&R Cook 1 – Trayline Operations shall be accountable for:

1. Ensuring any tools to be utilized in the trayline areas have been properly signed out on the tool sign out log prior to taking them into the trayline areas,
2. Ensuring that all tools are signed back in at the end of their use,
3. Ensuring that any keys to be used in the trayline areas are signed out and signed in properly on the appropriate logs,
4. Ensuring that all chemicals used in the trayline areas are mixed/diluted by staff only and their use by inmates is supervised by staff,
5. Ensuring that Food Service Workers and inmate workers complete trayline functions in accordance with food safety procedures and in accordance with established menus,
6. Ensuring that the whereabouts of all inmates working in the trayline areas are known at all times.

## G. DOCUMENTATION

The C&R Cook 1 – Trayline Operations shall ensure that all required documentation is maintained and completed in a timely manner on a daily basis and shall:

1. Ensure required documentation for work assignments is completed properly and on time,
2. Ensure that time and temperature meal compliance sheet(s) are completed,
3. Ensure required temperatures are logged.

## H. MISCELLANEOUS

The C&R Cook 1 – Trayline Operations shall complete special assignments and requests as directed by supervisory staff.

## III. UNIFORM

MDCR Food Services Bureau designated uniform

## IV. CROSS REFERENCE

FSB SOP 01 "Employee Appearance Standards"

FSB SOP 03 "Warehouse Procedures"

FSB SOP 07 "Equipment Maintenance/Repair Procedures"

FSB SOP 08 "Hygiene and Sanitation"

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

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FSB SOP 09 "Kitchen Inmate Workers"

FSB SOP 11 "Training"

## V. REVOCATIONS

Any language in a Standard Operating Procedure, Post Order, and/or written correspondence that conflicts with this procedure is hereby revoked.

Approved by:



\_\_\_\_\_  
Max Praschnik, Commander  
Food Services Bureau



# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

Food Services Bureau

Post Order (PO) NO. FSB 25-041



**SUBJECT:** C&R FOOD MANAGER

**EFFECTIVE DATE:** February 24, 2025

**SUPERSEDES:** April 24, 2024

## **I. RESPONSIBILITIES**

Food Services Bureau (FSB) has established the duties and responsibilities of the C&R Food Manager assigned to the FSB within the Miami-Dade Corrections & Rehabilitation Department (MDCR). The C&R Food Manager is responsible for managing operations within the FSB including specialized functions, including Bureau initiatives, efficiency and performance measures, food safety and security, adherence to health codes, departmental policies and procedures, FSB policies and procedures, and FMJS standards and accreditation standards.

## **II. STAFF RESPONSIBILITIES AND COMPLIANCE**

The C&R Manager shall have supervisory responsibility for managing operations and shall work in tandem with the FSB Commander and Executive Officer to ensure the goals and objectives of the FSB are met on a consistent basis.

### **A. BUREAU OVER-SIGHT**

The C&R Manager shall:

1. Manage daily operations and activities through subordinate supervisors of all FSB production and operational areas;
2. Monitor all FSB kitchen areas for adherence to applicable health codes; cleanliness and sanitation standards, FMJS and accreditation standards, and overall safety and security of each kitchen area;
3. Conduct planned and unannounced inspections of all FSB sites to ensure compliance with Departmental Standard Operating Policy (DSOP); FSB Standard Operating Procedures (SOP); security controls, and health, safety and sanitation procedures and codes;
4. Provide feedback to subordinate supervisors concerning inspections, including violations noted, areas of improvement, corrective actions, and follows up to ensure corrective measures are taken appropriately and in a timely manner;
5. Monitor records, reports, etc., for proper documentation of FSB operations;
6. Ensure that all FSB areas have necessary equipment, supplies, and staff to perform their assigned duties in a proper and acceptable manner;
7. Provide administrative support in all FSB areas, including, but not limited to staffing and staffing coordination, training programs, policy and procedures, payroll adherence, review of incident reports and documentation, completion of executive summaries, disciplinary process, and employee grievances;
8. Attend staff meetings, budgetary meetings, planning meetings, etc., and provide needed and required information;

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

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9. Conduct staff and planning meetings as needed within the FSB;
10. Initiate corrective actions and implement operational changes as needed.

## **B. PERSONNEL**

1. Monitor staffing coordination for the FSB through subordinate supervisors;
2. Monitor staffing schedules for all sites, ensure daily rosters are available for each shift and each kitchen;
3. Monitor proper adherence to leave procedures and minimum staffing levels;
4. Assess staffing needs and provide justifications for staffing changes;
5. Track overtime usage for the FSB and ensure compliance with overtime hiring procedures;
6. Review and approve/disapprove leave and vacation requests;
7. Monitor unscheduled leave usage.

## **C. SUPERVISION AND TRAINING**

The C&R Manager shall observe/monitor staff performance and:

1. Address staff concerns as necessary;
2. Respond to personnel issues, staff complaints and/or grievances per departmental policy;
3. Ensure that staff adhere to department/county/FSB policies, procedures, directives, and post orders;
4. Conduct meetings with staff, including disseminating information, documentation, new directives and/or procedures;
5. Ensure staff newly assigned to FSB are properly orientated and trained in their duties and have received and signed for a copy of their post order;
6. Identify training opportunities and ensure staff are referred for training when a need is observed.
7. Initiate training programs for FSB staff related to food service, food safety, sanitation, and adherence to health codes.

## **D. SAFETY AND SECURITY CONTROLS**

The C&R Food Manager manages and supervises through subordinate supervisors and in tandem with the Bureau Commander and Executive Officer the safety and security of the kitchen areas and has responsibility for ensuring adherence to policies/procedures pertaining to security and control. He/she shall ensure:

1. All safety and security policies and procedures are adhered to by staff, visitors, and inmates;
2. Conduct periodic and unannounced spot inspections of kitchen areas for adherence to safety and security procedures;

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

|                             |                                       |
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|-----------------------------|---------------------------------------|

3. Ensure that all keys, tools, and chemicals are logged out and logged in properly by staff in accordance with policies and procedures;
4. Ensure all keys, tools, and chemicals within the areas are properly stored and secured when not in use;
5. Ensure cleaning and chemical supplies are stored properly and kept separate from food supplies;
6. Ensure that all tools are used in accordance with Tool Control procedures.

## **E. INSPECTIONS AND EQUIPMENT SUPERVISION**

The C&R Manager shall:

1. Provide periodic spot inspections of kitchen areas for adherence to policies and procedures, food safety codes, health and safety standards, FMJS and accreditation standards, and proper equipment functioning and usage;
2. Provide spot inspections of safety equipment, i.e. fire extinguishers and (where appropriate) SCBAs to ensure they are charged, inspected, and in their correct location;
3. Review service ticket reports and/or incident reports pertaining to any malfunctioning and/or missing equipment and ensure follow up for repair or replacement of the equipment;
4. Review Department of Health Inspections, reports of corrective actions, and follow up for corrective actions;
5. Review MDCR safety inspections, fire inspections, etc. for compliance and ensure inspections are responded to and corrective actions taken as needed;
6. Ensure that malfunctioning equipment is taken out of service until repairs or replacement have been provided;
7. Provide regular status reports to the FSB Commander pertaining to adherence to food safety and sanitation, health and safety standards findings during inspections, status of service tickets and follow ups, status of equipment functioning, repairs, etc., and status of any corrective actions or measures put in place.

## **F. BUDGET AND FISCAL RESPONSIBILITY**

The C&R Manager shall:

1. Supervise and participate in the planning, development, and monitoring of the FSB annual budget, revenue forecasting, capital budget, expenditures, and budgetary control measures;
2. Research foodservice trends, market statistics, industry manufacturing and new equipment, and opportunities for increased efficiency and effectiveness and provide the FSB Commander with research findings and assist with incorporating efficiencies into the FSB budget development;
3. Provide historical data and analysis of statistics to ensure adequate projections and/or justifications for use in the budget;
4. Monitor expenditures for adherence to fiscal budget and provide justifications for discrepancies, changes, additions, etc.;

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

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5. Prepare fiscal budget and annual presentation documents for presentation of fiscal budget during annual budget development cycle. Present the FSB fiscal budget in the absence of the FSB Commander.

## G. CONTRACTS, PROCUREMENT AND FINANCE

The C&R Food Manager shall:

1. Remain up to date and maintain a working knowledge of all Miami-Dade County Internal Services Department (ISD) procurement policies and procedures;
2. Supervise contracts for food items, supplies, materials and capital equipment through subordinate supervisors;
3. Write and/or approve specifications for food, supply and/or capital products;
4. Review purchase trends, amounts, adherence to budget constraints and take corrective measures where needed;
5. Ensure that capital items are kept on a schedule for replacement based on manufacturer usual life expectancy and FSB priorities;
6. Initiate capital purchase documents in accordance with schedule of replacement and/or priorities;
7. Approve requisitions, releases against blanket purchase orders, contract modifications, additional funds added to releases, contracts, etc.;
8. Remain up to date and maintain a working knowledge of all Miami-Dade County Finance policies and procedures related to vendor payments;
9. Supervise through subordinate supervisors the timely processing of payments to vendors;
10. Approve invoices routed for approval as needed;
11. Ensure vendor inquiries, questions, issues of concern are addressed in a timely manner;
12. Ensure end of fiscal year payment processing guidelines are followed at the end of each fiscal year;
13. Attend both Procurement and Finance general meetings as needed.

## H. INMATE WORKERS

The C&R Food Manager Shall:

1. Coordinate through MDCR Classification staff and medical staff to ensure inmate workers are identified for kitchen work, medically screened, and placed within FSB kitchens for work assignments;
2. Track kitchen inmate workers assigned, where assigned, release dates, and inmate worker schedules and assignments within the kitchen area;
3. Ensure scheduled and unannounced headcounts and body counts are conducted on each shift and that they are documented properly in the FSB Shift Logbook;
4. Ensure compliance with MDCR and FSB requirements for shakedown and review incident reports for same for appropriate information and actions as necessary, i.e. contraband found'

# MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

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5. Monitor and ensure proper completion of documentation of inmate worker orientation/training.

## III. DOCUMENTATION/REPORTS

The C&R Food Manager shall ensure that documentation and reports are completed accurately and within the proper timeframes, to include:

### A. **INCIDENT REPORTS**

The C&R Food Manager shall:

1. Ensure Incident Reports are generated per department policy and procedure;
2. Review Incident Reports and Incident Report packages for completeness prior to forwarding through the chain of command;
3. Ensure all Response to Resistance (RTR) incidents are reported and documented as outlined in the Departmental Standard Operating Procedure 11-041 "Response to Resistance";

### B. **ELECTRONIC PAYROLL ATTENDANCE RECORDS (EPAR'S)**

Ensure that staff complete the INFORMS for each pay period and supervisors approve time in the INFORMS system for staff under their supervision;

## IV. MISCELLANEOUS

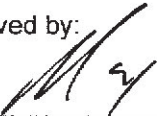
The C&R Food Manager shall:

- A. Conduct special projects and other tasks as assigned;
- B. Assess operations and provide suggestions for enhancements and efficiencies;
- C. Assist MDCR facilities and entities as needed.

## V. REVOCATIONS

Any language in a Standard Operating Procedure, Post Order, and/or written correspondence that conflicts with this procedure is hereby revoked.

Approved by:



\_\_\_\_\_  
Max Praschnik, Commander  
Food Services Bureau



**FSB Workforce Pay Rates**  
**Miami-Dade County**  
**BAT FTE and Compensation Total by Department**  
For Department: CRO6020200 - FOOD SERVICES BUREAU  
For Fiscal Year: 2024-25  
For Scenario: Budget

|             | Total FTE | Budget Year |                 | Merit    | COLA        | Total Salary |             | Total Additional Earnings |           | SALARY TOTAL |           | Total Benefits |         | Total Retirement |         | Total Taxes |         | FRINGES TOTAL | Total Compensation |
|-------------|-----------|-------------|-----------------|----------|-------------|--------------|-------------|---------------------------|-----------|--------------|-----------|----------------|---------|------------------|---------|-------------|---------|---------------|--------------------|
|             |           | 2024-25     | Starting Salary |          |             | 2024-25      | 2024-25     | 2024-25                   | 2024-25   | 2024-25      | 2024-25   | 2024-25        | 2024-25 | 2024-25          | 2024-25 | 2024-25     | 2024-25 |               |                    |
|             |           |             |                 |          |             |              |             |                           |           |              |           |                |         |                  |         |             |         |               |                    |
| POS00015836 | 1.00      | \$98,617    | \$624           | \$4,520  | \$103,762   | \$2,920      | \$106,682   | \$16,719                  | \$17,421  | \$8,077      | \$42,217  | \$148,899      |         |                  |         |             |         |               |                    |
| POS00015780 | 1.00      | \$50,259    | \$0             | \$2,340  | \$52,598    | \$5,490      | \$58,088    | \$16,611                  | \$15,079  | \$4,360      | \$36,050  | \$94,138       |         |                  |         |             |         |               |                    |
| POS00015746 | 1.00      | \$42,006    | \$1,203         | \$1,974  | \$45,183    | \$2,920      | \$48,103    | \$16,595                  | \$7,756   | \$3,596      | \$27,947  | \$76,050       |         |                  |         |             |         |               |                    |
| POS00002911 | 1.00      | \$42,006    | \$853           | \$1,961  | \$44,820    | \$2,920      | \$47,740    | \$16,595                  | \$7,696   | \$3,568      | \$27,859  | \$75,599       |         |                  |         |             |         |               |                    |
| POS00002910 | 1.00      | \$43,885    | \$558           | \$2,029  | \$46,472    | \$2,920      | \$49,392    | \$16,598                  | \$7,968   | \$3,694      | \$28,260  | \$77,652       |         |                  |         |             |         |               |                    |
| POS00002895 | 1.00      | \$42,006    | \$1,740         | \$1,990  | \$45,736    | \$2,920      | \$48,656    | \$16,597                  | \$7,847   | \$3,638      | \$28,082  | \$76,738       |         |                  |         |             |         |               |                    |
| POS00030808 | 1.00      | \$42,006    | \$1,744         | \$1,991  | \$45,741    | \$2,920      | \$48,661    | \$16,597                  | \$7,848   | \$3,638      | \$28,083  | \$76,744       |         |                  |         |             |         |               |                    |
| POS00030809 | 1.00      | \$42,006    | \$1,422         | \$1,981  | \$45,409    | \$2,920      | \$48,329    | \$16,596                  | \$7,793   | \$3,613      | \$28,002  | \$76,331       |         |                  |         |             |         |               |                    |
| POS00030810 | 1.00      | \$40,025    | \$1,492         | \$1,894  | \$43,411    | \$2,920      | \$46,331    | \$16,592                  | \$7,463   | \$3,460      | \$27,515  | \$73,846       |         |                  |         |             |         |               |                    |
| POS00002906 | 1.00      | \$63,945    | \$0             | \$2,908  | \$66,853    | \$4,990      | \$71,843    | \$16,641                  | \$11,336  | \$5,412      | \$33,389  | \$103,107      |         |                  |         |             |         |               |                    |
| POS00002900 | 1.00      | \$61,110    | \$0             | \$2,842  | \$63,952    | \$6,155      | \$70,107    | \$16,635                  | \$11,086  | \$5,279      | \$33,000  | \$103,107      |         |                  |         |             |         |               |                    |
| POS00002916 | 1.00      | \$63,945    | \$0             | \$2,906  | \$66,851    | \$4,632      | \$71,483    | \$16,641                  | \$11,331  | \$5,384      | \$33,356  | \$104,839      |         |                  |         |             |         |               |                    |
| POS00002905 | 1.00      | \$61,110    | \$0             | \$2,830  | \$63,940    | \$3,928      | \$67,868    | \$16,635                  | \$11,017  | \$5,108      | \$32,760  | \$100,628      |         |                  |         |             |         |               |                    |
| POS00002913 | 1.00      | \$61,110    | \$0             | \$2,777  | \$63,888    | \$2,920      | \$66,808    | \$16,635                  | \$17,807  | \$5,027      | \$39,469  | \$106,277      |         |                  |         |             |         |               |                    |
| POS00015782 | 1.00      | \$58,277    | \$87            | \$2,654  | \$61,018    | \$2,920      | \$63,938    | \$16,629                  | \$10,368  | \$4,804      | \$31,804  | \$95,742       |         |                  |         |             |         |               |                    |
| POS00002912 | 1.00      | \$61,110    | \$0             | \$2,777  | \$63,888    | \$2,920      | \$66,808    | \$16,635                  | \$10,842  | \$5,027      | \$32,504  | \$99,312       |         |                  |         |             |         |               |                    |
| POS00002919 | 1.00      | \$55,445    | \$668           | \$2,561  | \$58,673    | \$2,920      | \$61,593    | \$16,624                  | \$9,981   | \$4,628      | \$31,233  | \$92,826       |         |                  |         |             |         |               |                    |
| POS00002917 | 1.00      | \$52,814    | \$620           | \$2,438  | \$55,873    | \$2,920      | \$58,793    | \$16,618                  | \$9,519   | \$4,413      | \$30,550  | \$89,343       |         |                  |         |             |         |               |                    |
| POS00002899 | 1.00      | \$55,445    | \$1,001         | \$2,839  | \$59,285    | \$8,586      | \$67,871    | \$16,625                  | \$11,017  | \$5,108      | \$32,750  | \$100,621      |         |                  |         |             |         |               |                    |
| POS00002006 | 1.00      | \$48,162    | \$740           | \$2,234  | \$51,135    | \$2,920      | \$54,055    | \$16,608                  | \$8,738   | \$4,051      | \$29,397  | \$83,452       |         |                  |         |             |         |               |                    |
| POS00002904 | 1.00      | \$58,277    | \$1,599         | \$2,740  | \$62,617    | \$2,920      | \$65,537    | \$16,632                  | \$10,632  | \$4,929      | \$32,193  | \$97,730       |         |                  |         |             |         |               |                    |
| POS00002896 | 1.00      | \$43,911    | \$65            | \$2,000  | \$45,976    | \$2,920      | \$48,896    | \$16,597                  | \$7,886   | \$3,656      | \$28,139  | \$77,035       |         |                  |         |             |         |               |                    |
| POS00002897 | 1.00      | \$41,888    | \$1,728         | \$1,987  | \$45,602    | \$2,920      | \$48,522    | \$16,596                  | \$7,825   | \$3,628      | \$28,049  | \$76,571       |         |                  |         |             |         |               |                    |
| POS00002921 | 1.00      | \$41,888    | \$1,728         | \$1,987  | \$45,602    | \$2,920      | \$48,522    | \$16,596                  | \$7,825   | \$3,628      | \$28,049  | \$76,571       |         |                  |         |             |         |               |                    |
| POS00002918 | 1.00      | \$41,888    | \$1,629         | \$1,984  | \$45,501    | \$2,920      | \$48,421    | \$16,596                  | \$7,808   | \$3,620      | \$28,024  | \$76,445       |         |                  |         |             |         |               |                    |
| POS00002923 | 1.00      | \$61,110    | \$189           | \$2,789  | \$64,088    | \$4,116      | \$68,204    | \$16,635                  | \$10,875  | \$5,133      | \$32,643  | \$100,847      |         |                  |         |             |         |               |                    |
| POS00002924 | 1.00      | \$73,761    | \$0             | \$3,352  | \$77,113    | \$2,920      | \$80,033    | \$16,663                  | \$13,024  | \$6,038      | \$35,725  | \$115,758      |         |                  |         |             |         |               |                    |
| POS00002890 | 1.00      | \$58,277    | \$1,501         | \$2,738  | \$62,516    | \$2,920      | \$65,436    | \$16,632                  | \$10,615  | \$4,922      | \$32,169  | \$97,605       |         |                  |         |             |         |               |                    |
| POS00015842 | 1.00      | \$42,512    | \$337           | \$2,125  | \$44,974    | \$7,414      | \$52,388    | \$16,595                  | \$8,347   | \$3,923      | \$28,865  | \$81,253       |         |                  |         |             |         |               |                    |
| POS00015923 | 1.00      | \$41,215    | \$752           | \$1,919  | \$43,886    | \$2,920      | \$46,806    | \$16,593                  | \$7,542   | \$3,497      | \$27,632  | \$74,438       |         |                  |         |             |         |               |                    |
| POS00026278 | 1.00      | \$39,444    | \$1,066         | \$1,852  | \$42,362    | \$2,920      | \$45,282    | \$16,589                  | \$7,290   | \$3,380      | \$27,259  | \$72,541       |         |                  |         |             |         |               |                    |
| POS00002269 | 1.00      | \$37,878    | \$1,393         | \$1,788  | \$41,059    | \$2,920      | \$43,979    | \$16,587                  | \$7,075   | \$3,280      | \$26,942  | \$70,921       |         |                  |         |             |         |               |                    |
| Total:      | 32.00     | \$1,667,338 | \$24,739        | \$77,707 | \$1,768,764 | \$115,391    | \$1,885,175 | \$531,737                 | \$316,657 | \$141,522    | \$989,916 | \$2,875,091    |         |                  |         |             |         |               |                    |



|                                                      |               |                                                                                                                                                                    |                                          |
|------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| SET WEEKLY CLIENT MEETINGS                           | Upon award    | Weekly meetings with client stakeholders for communication updates                                                                                                 | District Manager                         |
| ASSIGN TRANSITION TEAM                               | 21 days prior | Comprise team from Operations, Human Resources, IT, Marketing, Business Development, Purchasing, Learning and Development and Culinary                             | District Manager, Director of Operations |
| REVIEW MENUS AND CONCEPTS                            | 21 days prior | Review and share menus with client for all concepts                                                                                                                | District Manager, Director of Operations |
| INTERNAL COMPONENT SET UP                            | 12 days prior | All internal protocol for component set up                                                                                                                         | Support Services Team                    |
| TRANSITION VENDORS                                   | 21 days prior | Ensure proper vendors are contacted and switched for service                                                                                                       | District Manager, Procurement            |
| REVIEW ASSOCIATE TRANSITION                          | 12 days prior | Provide detail road map for training and transition                                                                                                                | Human Resources, District Manager        |
| INTERVIEW ASSOCIATES                                 | 12 days prior | Discuss transition and review concerns                                                                                                                             | Human Resources, District Manager        |
| INTERNAL HUMAN RESOURCES COMPONENT SET UP            | 12 days prior | All internal protocol for human resources set up                                                                                                                   | Support Services Team                    |
| ASSOCIATE MEETINGS & ONBOARDING                      | 12 days prior | Complete and transition all associates from interviews                                                                                                             | Transition Team                          |
| TRANSITION TEAM ARRIVAL                              | 12 days prior | Team arrives to assist local team with transition. Support will stay as long as needed to complete transition and validate with clients all is operationally sound | District Manager                         |
| MEET WITH REPRESENTATIVE(S) OF CORRECTIONAL OFFICERS | 12 days prior | Assess current programming needs and develop customized strategic targets                                                                                          | Food Service Director                    |

|                                                                |                  |                                                                                                                          |                                               |
|----------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| COSMETIC CHANGES<br>PLANNED REVIEWED AND<br>FINALIZED          | 12 days<br>prior | Coordinate plans and schedules<br>for cosmetic and physical changes<br>with client representatives                       | Transition<br>Operations and<br>Support team  |
| REVIEW STAFFING<br>MODULE                                      | 12 days<br>prior | Review and share with<br>Miami-Dade Corrections and<br>Rehabilitation Department for<br>efficiencies and proper coverage | Transition Team                               |
| REVIEW EQUIPMENT                                               | 12 days<br>prior | Assess all location items<br>and benchmark condition of<br>equipment                                                     | Transition Team                               |
| REVIEW FOOD<br>LICENSE AND HAVE LOCAL<br>HEALTH DEPARTMENT OUT | 12 days<br>prior | Ensure all licenses are switched<br>to Summit and contact Health<br>Department                                           | Transition Team<br>and Home<br>Support Office |
| ASSESS ALL<br>INVENTORY LEVELS<br>OF SERVICE WARE              | 12 days<br>prior | Counts on trays, utensils, cups,<br>etc. for maximum efficiency                                                          | Transition Team                               |
| REVIEW EQUIPMENT                                               | 12 days<br>prior | Assess all location items and<br>inventory of equipment                                                                  | Transition Team                               |
| CONDUCT CONCEPT IN-<br>SERVICE WITH ASSOCIATES<br>ON PROGRAMS  | 12 days<br>prior | Share the vision with all associates<br>and begin training modules                                                       | Transition Team                               |
| ENSURE ALL SIGNAGE<br>IS EN ROUTE                              | 5 days<br>prior  | Marketing to check with all<br>signage and items for on time<br>delivery and installation                                | Marketing and<br>District Manager             |
| FINALIZE FOOD<br>INVENTORY WITH<br>CURRENT VENDOR              | 10 days<br>prior | Ensure all buyout and that which<br>will not be bought from current<br>vendor                                            | Transition Team                               |
| HOURS OF OPERATION                                             | 10 days<br>prior | Confirm and post hours for venues<br>to determine needs based on<br>client input                                         | District Manager                              |
| PREPARE FOR OPENING<br>PRODUCT STAGED                          | 3 days<br>prior  | Prep 3 Day Pulls (By Meal By<br>Day) for client to see the<br>BLD                                                        | Transition Team                               |