

COUNTY OF FRESNO



REQUEST FOR PROPOSAL

NUMBER: 27-001

FOOD SERVICES - FRESNO COUNTY JAIL & JUVENILE JUSTICE CAMPUS

Issue Date: August 24, 2026

Closing Date: SEPTEMBER 30, 2026 AT 10:00 AM

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact **Amber Nigam** at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFP.

Bid must be signed and dated by an authorized officer or employee.

COMPANY

CONTACT PERSON

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

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OVERVIEW

The County of Fresno on behalf of the Sheriff-Coroner's Office (Sheriff) and the Probation Department (Probation) is requesting proposals from qualified vendors to provide comprehensive management of its correctional and youth food services. The RFP consists of the following two (2) groups:

GROUP I Sheriff's Office – Correctional Facilities (approximately 619,735 total meals served for the three-month period January 2026 through March 2026).

GROUP II Probation Department – Juvenile Justice Campus (JJC) (approximately 19,564 total meals and 5,839 snacks served for the three-month period from January 2026 through March 2026).

Bidders must submit bids for both groups I and II and may not bid on a single one group.

Further details regarding each group are provided in the Scope of Work. The existing County Kitchen Facility supports the food preparation of our current adult Incarcerated People and juvenile population. The County Kitchen Facility is a 24/7 operating facility. The kitchen facility is located at 200 H Street, Fresno, California. The kitchen was built in 2002 and is approximately 12,900 square feet. The main building is 12,000 square feet with 500 square feet building extension for walk-in box and tray wash and 400 square feet for the Boiler Room. The actual kitchen area is 7,500 square feet and includes office space, restrooms, break room and a janitor's room. The storage area is 5,000 square feet. The kitchen includes areas for cooking (warming), preparation, staging, pot washing, and tray washing. The cooking (or warming) area contains various equipment including steam kettles, fryers, ovens (convection, microwave, and conventional), gas stoves, and grills.

KEY DATES

RFP Issue Date:	August 24, 2026
Written Questions for RFP Due:	September 14, 2026 at 10:00 AM Questions must be submitted on the Bid Page.
RFP Closing Date:	September 30, 2026 at 10:00 AM Proposals must be electronically submitted on the Bid Page.
Bidders' Conference and Site Inspection:	September 3, 2026 at 10:00 AM Fresno County Juvenile Justice Center: 3333 American Ave., Fresno, CA 93725 Fresno County Sheriff's Office Central Kitchen: 200 H Street, Fresno, CA 93721 Main Jail: 1225 M Street, Fresno, CA 93721 North Jail: 1265 M Street, Fresno, CA 93721 West Annex Jail: 2208 Merced Street, Fresno, CA 93721

BIDDER'S CONFERENCE AND SITE INSPECTION:

A bidders' conference and site inspection will be held as noted above. Bidders must RSVP by contacting **Amber Nigam by email at anigam@fresnocountyca.gov by Wednesday September 2, 2026 at 12:00 PM.** Bidders' conference and site inspection will be canceled if there are no RSVPs.

Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

GENERAL REQUIREMENTS & CONDITIONS

TERM: It is County's intent to contract with the successful bidder for a term of three years with the option to renew for up to two additional one year periods based on mutual written consent.

The County reserves the right to terminate any resulting contract upon written notice.

AWARD: The award will be made to the vendor offering the proposal that is deemed the most advantageous to the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County will be the sole judge in making such determination. The County reserves the right to reject any and all proposals. Award Notices are tentative. Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid Purchase Order by Purchasing. After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

Award may require approval by the County of Fresno – Board of Supervisors.

PARTICIPATION: The bidder may agree to extend the terms of the resulting contract to other political subdivisions, municipalities, and tax-supported agencies. Such participating governmental bodies may make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

CONFIDENTIALITY: Services performed by the bidder shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

The bidder shall submit to County's monitoring of said compliance.

The bidder may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

The bidder shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County. The bidder shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and their tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor. A specialty contractor cannot contract for work outside of their classification even if they are going to subcontract that work to another licensee who does hold the classification. The only classification that may do that is the B – General Building contractor.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables them to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

DISCLOSURE: The bidder is required to disclose if, within the three-year period preceding the proposal, their owners, officers, corporate managers and partners have been convicted of, or had a civil judgment rendered against them for:

- fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- violation of a federal or state antitrust statute;
- embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
- false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED: No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

TIE BIDS: In the event of a tie score between two or more proposals at the completion of the evaluation process, the evaluation team will break the tie by re-evaluating the proposals and coming to a consensus on which proposal to award. Additional information or interviews may be requested from bidders with the tied proposals.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of

County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS & RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

PAYMENT: County will make partial payments for all purchases made under the contract and accumulated during the month. Terms of payment will be net forty-five (45) days.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

LICENSES AND CERTIFICATIONS: Any license(s) and/or certification(s) required in this RFP must be obtained by the bidder prior to submitting a proposal and must be active and in good standing. Proposals submitted without the proper license(s) and/or certification(s) will be deemed non-responsive.

PUBLIC CONTRACT CODE SECTION 7028.15: Where the State of California requires a Contractor's license; it is a misdemeanor for any person to submit a bid unless specifically exempted.

BID INSTRUCTIONS

- All prices and notations must be typed or written in ink.
- Unless otherwise noted, prices shall remain firm for 180 days after the closing date of the bid.
- Proposals must be electronically submitted on the forms provided in this RFP with all pages numbered.
- Bidder may not submit links of any kind. Links will not be reviewed and may be cause for rejection.
- Additional material may be submitted with the proposal as attachments. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).
- Bidders must electronically submit their proposal in .pdf format, no later than the proposal closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- County of Fresno will not be held liable for any costs incurred by vendors in responding to this RFP.
- Bidders are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be electronically submitted in a separate PDF file clearly named "TRADE SECRETS" and marked as Confidential, see Trade Secret Acknowledgement section.
- If a bidder finds any discrepancies or has any questions, submit all inquiries to the Bid Page on Public Purchase or contact **Amber Nigam** at (559) 600-7110. Any change in the RFP will be made only by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.
- Failure to respond to all questions or to not supply the requested information could result in rejection of your proposal. Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested.
- Proposals received after the closing date and time will NOT be considered.
- Proposals will be evaluated by an evaluation team led by County Purchasing and may consist of County of Fresno department staff, community representatives from advisory boards, and other members as appropriate. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. Upon review and evaluation, the evaluation team will make the final recommendation to the County department.
- Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 333 W. Pontiac Way, Clovis, CA 93612 and in Word format to CountyPurchasing@fresnocountyca.gov. Appeals should address only areas regarding RFP contradictions, procurement errors, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

- All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific Analyst managing this RFP is identified on the cover page, along with their contact information, and they should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal appeal against the RFP, such vendor may contact the Purchasing Manager who manages that appeal as outlined in the County's established appeal procedures. All such contact must be in accordance with the sequence set forth under the appeal procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board at scheduled Board Meeting.

SCOPE OF WORK

Successful Bidder must comply with all Federal, State, and local laws and regulations governing the quality, preparation, handling and serving of foods and to procure and keep in effect all necessary licenses, permits, and food handler's cards as required by law.

Successful Bidder agrees that menus shall be planned to provide a variety of foods when possible, thus preventing repetitive meals and shall be in full compliance with California Code of Regulations Title 15 standards, including any subsequent revisions, and all regulatory standards of the California Uniform Retail Food Facilities Law (CURFFL).

I. Operational Issues:

Successful Bidder must meet weekly with a County designated representative for purposes of resolving all food service issues and conduct joint inspection of all kitchen facilities. The County may choose less frequently, but the County wants assurance that a weekly meeting is calendared.

Successful Bidder will be responsible for responding to all grievances concerning food service issues within seventy-two hours of receiving said grievance from County staff. Currently, an electronic log is kept by County documenting all grievances and action timelines.

County will determine when an emergency interrupting normal food preparation commences and when the emergency terminates.

Successful Bidder will provide prompt, efficient, and courteous service, and avoid undue interference with jail operations while food service activities occur.

All deliveries for the Adult Jail facilities shall be made to the West Annex Jail loading dock unless otherwise approved by the County.

II. Purchasing:

Successful Bidder must purchase and maintain adequate stock of all ingredients, items, etc. for meals and snacks for the entirety of the contract period. The specifications provided will be required to address the level of quality, grade, size, pack, count and all other relevant information. The County must approve, in writing, any changes for the stated specifications.

The minimum grade specifications will be required to meet all codes and standards specified for institutions in the State of California or within the County of Fresno.

The Successful Bidder will not be required to provide for the utilization of federally supplied commodities.

Upon termination of agreement, County will purchase from Contractor ninety to one hundred (90 to 100) percent of the food inventory. The purchase price shall be Contractor's cost, minus a twenty-five (25) percent discount.

County may require that equipment be purchased. A local vendor or vendors approved by the County's Facility Services Manager shall be available to maintain/service equipment; the purchase of such services shall be at the Contractor's expense.

III. Equipment and Facilities:

The Successful Bidder shall take all reasonable and prudent measures necessary to assure the County that its equipment and Central Kitchen facility is being properly used and maintained (See Attachment "B").

Contractor will be responsible and pay for repairing any damage to the Central Kitchen facility and repair or replacement of any damaged equipment or material due to negligence of people under Contractor's direction and control.

Contractor is responsible for providing all office furniture and supplies for its food service operation, including but not limited to FAX/scanner, computer and copy machines.

Successful Bidder will be responsible for the costs of maintaining first aid equipment and supplies utilized by their staff.

Fire suppression equipment will be provided by and maintained by the County. The Successful Bidder will be responsible for notifying County of any issues with fire suppression equipment.

All vehicles used by the Successful Bidder shall conform to all Federal, State, and local laws and regulations concerning vehicles used for transportation of food products. Bidder will have sufficient vehicles to ensure delivery will not be interrupted by mechanical failure. Successful Bidder will provide a listing of vehicles to be updated annually (vehicle make, model, year, mileage, and vehicle replacement date). They will be available for inspection to confirm the registration, insurance and conformance with the applicable Vehicle Code(s) of California.

Successful Bidder will be responsible for maintaining cleanliness in all areas including but not limited to staff dining and designated break rooms, kitchen, scullery, storerooms, and circulation areas of all facilities used by Bidder to deliver meals and pick up equipment inside and outside of these areas. Cleanliness maintenance extends to the grease traps located in the County kitchen facility.

Successful Bidder will provide all cleaning and janitorial supplies and equipment.

Successful Bidder will be responsible for security in all areas of food service and delivery in all facilities. When the County Central Kitchen facility is utilized by the Successful Bidder, it shall be their responsibility to provide a plan and update annually to maintain kitchen security as it relates to key control, knife control, inventory control. Successful Bidder is also responsible for employee orientation to the facility's operational philosophy, rules, and policy and procedure as it relates to their employees.

Successful Bidder shall be responsible and pay directly for any damages to the Central Kitchen Facility due to negligence of people under Contractor's direction and/or control. County approval will be obtained prior to any repairs.

Successful Bidder will immediately report the loss of facility keys and provide written documentation to the County. Successful Bidder will be responsible for replacement cost of keys issued and lost. Additionally, Successful Bidder will be responsible for the cost of re-keying locks resulting from Bidder's loss of keys.

The Successful Bidder shall be responsible for routine repair or replacement of small wares, for the repair and replacement of necessary capital kitchen equipment of the Central Kitchen facility (on an as needed basis) in an amount not to exceed one hundred and fifty thousand (\$150,000.00) during each year of the contract with the option by the County to adjust annually the amount based on the Consumer Price Index (CPI). The cost of "routine repair or replacement of equipment" shall be the actual cost of repair or replacement to include parts, labor, freight, and tax. "Capital equipment" refers to an item with an individual value of more than ten thousand (\$10,000.00). "Small wares" refers to an item with an individual value of \$10,000.00 or less. All expenditures shall be requested and approved in writing and in advance by County to assure that price, equipment model and specifications are in the best interest of the County.

Bidder shall provide County copies in duplicate, of detailed and itemized invoices and bills for all repairs and periodic maintenance to equipment and Central Kitchen, and replacement of small wares monthly. One copy to the Contract Administrator and one copy to the manager of Facility Services.

Should Successful Bidder not expend \$150,000.00 during the fiscal year on routine repair to and replacement of equipment and replacement of small wares, the unexpended amount shall be credited back to the County against the last billing by Bidder of the fiscal year. Bidder shall not receive credit for the costs of a routine repair to or placement of equipment of small ware until full remittance has been made by Bidder to the vendor for the item or service provided. Upon termination of contract, Bidder will return any unexpended funds to the County.

The forklift and battery charger in use at the Central Kitchen are County owned; the Successful Bidder will have use of and maintain this equipment. This equipment will be subject to the \$150,000 annual expenditure for the repair and replacement of small wares and capital kitchen equipment.

Successful Bidder will use forklift drivers certified under a County approved certification program. The Successful Bidder shall be responsible for all costs related to such certification.

The required \$150,000 annual expenditure by the Successful Bidder for repair and replacement of small wares and capital equipment does not include pest control services; the Successful Bidder will be responsible for payment of such services through an approved pest control vendor.

Successful Bidder must confer with County in writing to establish performance criteria for the equipment and implement a schedule of performance and quality checks (See Attachment "B" - Maintenance Schedule).

When a potential problem is identified, the Successful Bidder will schedule the appropriate corrective maintenance in a timely manner.

County expects the Successful Bidder to provide active support to enhance the reliability of the operation. Successful Bidder must utilize technology and systems management practices to monitor equipment performance across the industry and recommend action steps to minimize interruption of service.

If additional equipment is needed by the Successful Bidder for the performance of this service, they shall be responsible for its purchase. All equipment and fixtures other than licensed motor vehicles purchased for this contract by the County or Successful Bidder shall become the property of the County upon termination.

Successful Bidder will be responsible for locking all doors and rooms of assigned areas, turning off lights, water, fans, and other equipment when space is not in use for using the minimum amount of utilities consistent with safe and efficient operations.

Upon termination of contract, County's Central Kitchen, all capital equipment, and small wares will be returned to the County in good repair, notwithstanding normal wear due to usage.

The heated food carts currently in use at the Central Kitchen will be made available to the awarded vendor. The vendor shall provide heated carts as is necessary to perform the specified services.

Successful Bidder will replace up to 10% of food service trays annually at County's discretion. The food trays utilized shall be Cooks model food trays.

Successful Bidder will pay for all utilities necessary for operation of County's Central Kitchen, to include sewer, water, electricity, gas, and garbage removal. Reports detailing usage and cost of these items will be provided monthly with invoices. Such reports are to be one month in arrears. County cannot guarantee the uninterrupted supply of such utilities and will use due diligence in restoring these services if interruption occurs. Bidder should include in their response disposal methods which employ measures to divert waste away from the landfill and toward a recycle program.

Successful Bidder will be responsible for repair and any associated costs related to the cleaning of drains obstructed by grease and other debris.

County will provide two phone lines to the food services offices for local calls only. Long-distance phone charges will be paid monthly by the Successful Bidder. There are currently four computers at the kitchen facility and three with internet access. There is one stand-alone computer that is connected to OffenderTrak (Main Jail Operating System).

The Successful Bidder will be responsible for the internet cost/access. The stand-alone computer with OffenderTrak is updated/monitored by the County. This stand-alone computer is utilized to check for

special diet alerts and to check ADP. For County security, there is no internet access on the OffenderTrak Jail Management system.

County will supply and maintain fire extinguishers and supplies, and Successful Bidder shall notify the County immediately of their use.

IV. Buy American Requirements

USDA Policy Memo SP38-2017

The Successful Bidder must submit statements for all processed agricultural products to the School Food Authority (SFA) at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume. The Successful Bidder must notify the County in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product.

This written notification must list alternative domestic substitutes for the County to consider and provide an explanation for the following:

Why domestic products are not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or

Why competitive bids reveal the cost of the domestic product is significantly higher (this must be determined by the SFA) than the nondomestic product.

The Successful Bidder will provide certification of domestic origin for products which do not have country of origin labels.

The County shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American Provision requirement prior to accepting non-domestic agricultural commodities or products. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an on-site administrative review and an off-site procurement review. The County shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CRF, Section 200.318(b) unless the Contract has received prior approval from the County for non-domestic agriculture commodity or product. The County must ensure Bidder compliance Provision in accordance with their procurement procedures. The procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring Contractors to certify the domestic percentage of the agricultural food component of products.

V. Inventory:

The inventory report must specify the method used to conduct the inventory, a detailed explanation of the disposition of the data collected, and the number of meals served monthly to staff, juveniles, and Incarcerated People/consumers. Successful Bidder will submit a copy of the report to the County.

The Successful Bidder and County shall jointly inventory, at least semi-annually, all capital equipment and County owned service ware under the Bidder's direct control.

Prior to the actual startup of food service, the Successful Bidder and the County shall conduct a complete inventory of non-food supplies. The documents showing the results of this inventory shall be kept on file with the County with copies retained by the Successful Bidder. The Successful Bidder shall provide equivalent quality replacement supplies as necessary throughout the term of the contract. All replacement supplies shall be the property of the County.

The County and the Successful Bidder will conduct a site inspection at the Central Kitchen prior to commencement of the contract. The purpose of such inspection shall be to verify the existence and

condition of all equipment that the Bidder will be responsible for maintaining. This final inventory may differ slightly from the inventory provided with this RFP; in such a case the verified inventory will be used for contract purposes. The new Successful Bidder will not be responsible for repairing equipment that is not operational at the contract's starting date.

Sharp Equipment Inventory – The Successful Bidder will implement a check-out/check-in log procedure for sharp utensils. The Bidder will provide and utilize a locked shadow board for secure storage and quick inventory of knives, meat forks, and other sharp or pointed utensils. Any missing items shall be reported to the shift commander or officer in charge immediately, then to the Designated Food Service Administrator's Office in writing.

The Successful Bidder shall be responsible for receiving all goods at the loading dock. The Successful Bidder shall be responsible for supplying personnel with the receiving, unloading, and storage of food and related supplies. The Bidder must use only certified forklift drivers.

The Successful Bidder should encourage all salespeople to call their district/area offices. If a salesperson must call on the Food Service Facility Manager, the appointment must be made in advance and the County notified of the appointment.

Successful Bidder shall be responsible and directly pay for the replacement cost of all missing inventory. County will not reimburse for cost. County will provide Successful Bidder with an inventory of this equipment prior to the commencement of the contract.

VI. Disposables:

Disposables/expendables shall be furnished by the Successful Bidder. This shall include but not be limited to all paper, plastic, sacks, and other expendable items used in the operation of the food services facilities.

VII. Quality Assurance:

The Successful Bidder is to provide the County on an annual basis with an updated version of their written comprehensive quality assurance program.

All food shall be of good quality and be selected, stored, prepared, and served in a safe and healthy manner. Food and beverages shall not have any expired serving dates.

County shall have the right and authority to inspect the meals prepared by Successful Bidder to determine compliance with CURFFL specifications, reject food not meeting the specifications, and withhold payment for meals or portion of meals not meeting the prescribed requirements.

If the Successful Bidder fails to meet any of the conditions of the contract as determined by County in regard to meals, quality and storage of products, temperature of food served or noncompliance with any Federal, State, or local laws or regulations concerning food service, the County may not pay for those meals served or the County may require Successful Bidder to assume the cost of County Administrator to monitor the unacceptable condition for a minimum for four (4) hours at compensated time and a half, until the condition is acceptable to the County.

In the event that the County is required to respond to any legal action regarding any aspect of the food services operation, the Successful Bidder will, at the County's discretion, accompany the County to any required legal proceedings at the Successful Bidder's expense. The Successful Bidder shall bear the expense of any and all liability arising out of any legal action decision finding the Successful Bidder to be the responsible party.

Any assessment of liquidated damages will be withheld from the monies owed to the Successful Bidder. In the event that the liquidated damage(s) is of a dollar amount greater than what is owed the Successful Bidder, the unsatisfied amount shall be paid to the County within thirty (30) days after written demand.

In no event shall any payment (partial or full) constitute a waiver by the County of any breach of contract regarding liquidated damages or contractual default by Bidder.

County shall have the authority to determine actual number of meals delivered and that decision shall be final.

Leave-Behind Solution

The Successful Bidder will provide a leave-behind solution at the end of the contract term. All documentation, reports, data, etc. that pertain to this contract are the property of the County and shall be provided to the County by the Successful Bidder on a secure storage medium, and in a usable, user-friendly, searchable electronic format at no cost to the County within fifteen (15) days following the expiration and/or cancellation of the agreement. The Successful Bidder shall accept County's reasonable decision whether the solution provided is acceptable. The leave-behind solution shall be easily accessible for seven (7) years after contract end date, and at Fresno County's option, leave behind solution must be located in a County-designated location. This will ensure that compliance with audits, litigation, and other mandated reviews may be facilitated by the County of Fresno.

VIII. Storage:

Leftovers not distributed to serving areas may be held at the preparation site for a maximum of one day, under proper storage conditions. Leftovers that are frozen and held at zero (0) degrees Fahrenheit may be retained for one month. Potentially hazardous leftovers suspected of contamination shall be discarded immediately. Leftovers will not be distributed to serving areas at any County location.

IX. Personnel and Hiring – Background of the Bidder:

The Successful Bidder and all personnel hired for the facility must successfully complete a background investigation conducted by the County. If a contract employee is refused clearance for assignment to any facility, the Successful Bidder shall be informed of the reason for such refusal.

Successful Bidder will designate the Food Service Manager or their assignee as liaison between County and Successful Bidder with respect to all notice, communications, billing, and invoices necessary for execution and performance. The Food Service Manager shall have at least 4 years of experience in Correctional facilities.

An interview with any proposed manager will be required after awarding the contract. If there is a change in the Food Service Manager during the course of the contract, a resume and interview will be required by the County. The County shall have the right to refuse any proposed Food Service Manager. The County shall be notified prior to the transfer/removal of any manager and approving the replacement. The County reserves the right to reject and terminate any manager candidates without cause.

Successful Bidder shall provide at least 3 employees that are paid on a salary basis.

Successful Bidder shall ensure that all employees' wages are above \$18.50 per hour. Successful Bidder shall, upon request from the County, provide payroll documentation to ensure this.

Bidder shall ensure that staffing costs shall be derived from estimated at 69 workers including management or supervisory staff.

The County reserves the right to refuse admittance to any current employee for cause.

Contract employees shall be advised of the possibility that a hostage taking incident could occur at any time, and of the emergency procedures or "No Hostage" policy (See Attachments "D" and "O"), which means that there will be no bargaining for the release of hostages in exchange for the release of confined Incarcerated People or youth. Successful Bidder will be provided an orientation of emergency procedures by Sheriff and Probation staff.

No alcoholic beverages/drugs will be brought into any facility. Nor will anyone under the influence of alcoholic beverages or drugs be allowed inside.

In the event of any disturbance inside the facilities, the contract employees will immediately follow the orders of the County Facility Administrator or his/her designees.

In the event of a dispute involving County staff and the contract employee involving the work location, security measures, etc., the on-duty County Facility Administrator will have the final decision.

X. Independent Status of Bidder:

The Bidder hereby represents and agrees that it is engaged as an independent Contractor and not as the agent, employee, or servant of the County; that it has and hereby retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting it in the work; that it will be solely responsible for wages (including withholding of income taxes and social security), taxes, worker's compensation, compliance with OSHA and all employment related regulations relating to its employees; and that it will be responsible for its own acts and those of its subordinates, employees and agents during the term of the contract. Bidder shall retain the exclusive right to hire and fire and set the terms and conditions of employment for its employees, including wages, hours, fringe benefits, duties, grievance procedures, and labor relations matters. County shall not be considered a joint employer, joint venture, or partner with Bidder.

XI. Contract Revision/Renewal:

The County reserves the right to either increase or decrease food service requirements within the terms of the contract. The cost for the additional services only will be negotiated at the time the request is made.

The County may, at its sole option, terminate the contract at the end of any County fiscal year upon thirty (30) days written notice, for reason of non-appropriation of funds.

XII. Sanitation:

The Successful Bidder will obey all Federal, State and local laws and ordinances regarding health, sanitation, and safety.

The Successful Bidder shall provide medical examinations as required by law for each employee and appropriate records shall be kept on file for County inspection.

Sanitation inspection will be conducted by designated County staff with or without notice.

XIII. Medical Clearance:

The Successful Bidder will require medical clearance for any employee to return to work after a three (3) consecutive day's absence for illness.

XIV. Food Samples

The Successful Bidder will save samples of all prepared foods for a period of not less than 48 hours of its service for testing in the event of an outbreak of food poisoning. Samples must be clearly marked as to the dates and times of preparation, service, and storage.

XV. Energy Conservation:

When the Central Kitchen is not in use or when food preparation is at a minimum, the Successful Bidder will assume maximum utility/energy cost conservation by turning down lights, fans, water, ovens, steam equipment and other energy consuming items.

The Successful Bidder will be responsible for turning off all non-essential equipment in the kitchen when the area is not in use.

XVI. Assignment:

The Successful Bidder's rights and obligations cannot be transferred or subcontracted without the written approval from County Administration in advance. The County by the contract incurs no liability to third persons for payment of any compensation provided to Successful Bidder.

XVII. Rights of Inspection/Complaints and Correction of Deficiencies:

The facilities operated under contract with the County may be inspected by County staff or designated representatives for security, sanitation, safety, food standards, quality of food preparation and service, Bidder employee performance, or any other valid reason. After each inspection, the Successful Bidder will be advised in writing of unsatisfactory conditions for which they are responsible. The Successful Bidder will promptly correct such deficiencies and communicate in writing, within five (5) business days the solution to each problem, when it was corrected, and what has been done to prevent recurrence of the problem.

The escalation procedure shall have three (3) levels. The escalation procedure shall commence at level one (1) and move to level three (3). The timing between escalation levels is at the sole discretion of the County. The County shall inform the Successful Bidder's personnel reviewing the problem of their intention to escalate to the next level.

Level 1

- A. On duty staff make notifications to Successful Bidder's personnel via phone, e-mail or in person to address problem.
- B. On duty staff make notifications to Successful Bidder's after-hours personnel via phone, e-mail or in person to address problem.

Level 2

- A. On duty staff notifies Food Service Manager via phone, e-mail or in person of failure to resolve problem and delay of service restoration.

Level 3

- A. On duty staff notifies regional office via phone, e-mail or other means of the failure to resolve problems and delay of service restoration.

Non-Compliance: In the event that the Successful Bidder does not correct deficiencies in accordance with the requirements of this section, County shall at its discretion, correct the deficiency(s) and invoice Successful Bidder for costs incurred. The amount of such costs shall be direct expenses incurred by County, labor and benefits costs plus the applicable overhead cost as determined by County. The County shall have the right of offset and thus deduct the charges from any balance owed to the Successful Bidder.

XVIII. Menu Specifications

A. Cycle Menu

1. MENU CYCLE

- A) Bidder shall base their price on the attached sample menus (See Attachments "E" and "N"). No proposals will be accepted that are not priced based on these menus.
- B) There are TWO menus:
 - (1) Adult menu

(2) Youth menus must meet USDA School Meals and Snacks requirements and the Healthy, Hunger-Free Kids Act of 2010 (HHFKA).

C) The menus shall be in accordance with the most current version of the provisions of "Minimum Standards for Adult Local Detention Facilities, California Code of Regulations Title 15, Article II – Food" and "Minimum Standards for Juvenile Local Detention Facilities, California Code of Regulations Title 15, Article 9 – Food".

2. MENU DESCRIPTION REQUIREMENTS

A) Menus include clearly defined descriptions of food items.

B) All menu items must be listed as weight or volume measurements (e.g. ½ c, 3 oz, wt., etc.). All cake, muffin and cornbread portions that are cut in a pan must indicate the size of the cut (e.g. 1/60 cut).

C) Meat portions in casseroles must include cooked weight measurements of meat or meat equivalent per portion (e.g. a 10 oz casserole planned to include 2 oz of meat or meat equivalent should be written on the menu as 10 oz (2 oz meat).

D) Weights of entrees on menus must be indicated as cooked or raw weights. For those items purchased already fully cooked, it shall be indicated as either prior to reheating or following reheating.

E) If imitation cheese is intended to be served, it must be indicated on the menu.

F) Appropriate condiments to be served must be included on the written menu.

3. NUTRITIONAL REQUIREMENTS

A) The Adult Menus will provide a weekly average of 2800 calories per day in addition to all required nutrients. No more than 30% of calories may be derived from fat.

B) The Youth Menus will meet nutritional requirements as listed in the Attachment "F" - Nutritional Requirements JJC.

C) No organ meat shall be allowed in any ground meat.

4. NUTRITIONAL ANALYSIS - tied to actual recipes & products proposed

A) Each item on the menu shall have specific nutritional values based on recipes that will be used in the facility. For example, the specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe that will be used for Beef, Macaroni, and Tomatoes and all other meal items shall be separately identified on the computer analysis.

5. MENU & ANALYSIS CERTIFIED BY R.D.

A) A registered dietitian will approve all menus prior to service and annually thereafter. All meals served will be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for adult males as established by the National Academy of Sciences.

B) Plan for Product Wholesomeness

1. Bidder will warranty that:

A) All meat products will be purchased from suppliers using HACCP (Hazard Analysis Critical Control Point) programs

- B) All food items will be purchased from facilities and manufacturers that meet all applicable federal and state regulations for food safety, use only industry “best practices” to assure wholesomeness and maintain appropriate liability insurance on their products.
- 2. Bidder will provide a written procedure for verification of food safety and quality of “opportunity buys” (defined as items purchased at a discount usually from a broker or distributor).
- C) Documentation of meals served
- 1. Served Menu records – Substitution Policy
 - A) Documentation of all meals served including substitutions shall be maintained.
 - B) The vendor shall outline procedures used to ensure all meals will be served at appropriate temperatures and in a manner that makes them palatable, neat, and visibly pleasing.
- 2. Standardized recipes

Standardized recipes with portion yield data for all items shall be available and utilized.

GROUP I – Sheriff

SPECIFICS

The County of Fresno is soliciting Proposals for one vendor to provide comprehensive management of its adult correctional facilities food services. The County of Fresno currently operates three adult detention facilities that comprise the Fresno County Jails. When operating the three jail facilities, the Fresno County Jail has a bed capacity of 3058. Our normal inmate capacity is about 80% - 90% of the total beds available.

Due to the custodial environment certain security requirements are enforced. Minimally, the selected Bidder’s staff and any sub-contractor will be required to submit to a background review for clearance. They will be required to be escorted into certain areas of the facilities and will be required to submit lists of equipment brought into the facilities (e.g. carts). The potential Bidder shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted. The vendor that best meets all County requirements and whose system is deemed most advantageous to the County shall be chosen. The County shall be the sole evaluator in the selection process.

The locations of the adult correctional facilities are:

- 1. The West Annex Jail Facility, which is located at 2208 Merced Street, next to the North Annex Jail Facility.
- 2. The Main Jail Facility, which is located at 1225 M Street, across the street from the South Annex Jail Facility.
- 3. The North Annex Jail Facility, which is located at 1265 M Street, next to the Main Jail Facility.

The capacity of each of these facilities and the average daily population over the last twelve months are as follows:

FACILITY	CAPACITY	ADP
West Annex Jail 300	300	233
Main Jail	1,062	698
North Annex Jail	1,696	1,343
TOTAL	3,058	2,274

The total meal counts for the period January 1, 2021 through March 31, 2021 was 619,735. This total is an aggregate of all of the jail facilities and includes staff and inmate meals.

Incarcerated People Menus and Meals:

1. Documentation of the menus as they are actually served must be maintained as verification of providing a nutritionally adequate diet. The Bidder must submit such documentation weekly to the County. If any meal served varies from the planned menu, the change will be noted on the menu. Any menu substitutions or changes must be approved by the Sheriff-Coroner's Office prior to substitution or change.
2. Medical diets shall be available upon medical authorization. Specific medical diets shall be prepared and served to Incarcerated People in accordance with directions provided by the attending physician, dentists, or as directed by a responsible authority. Special diets shall conform as closely as possible to the food served to other Incarcerated People. A Registered Dietician will review all meals/meal plans, including medical diets. The medical diets will be in writing and facilitated through the current Jail Medical Services Provider (WellPath) to the Bidder.

The successful bidder will be required to have the capability to prepare a Disciplinary Diet as outlined in the California Code of Regulations Title 15, Article 11, Section 1247.

1. Bidder must begin and complete serving of special holiday meals at the times determined by the Sheriff-Coroner's Office.
2. Bidder must deliver the appropriate meals to the delivery points as designated by the Sheriff-Coroner's Office.
3. Bidder must deliver appropriate meals to all housing floors of the West Annex Jail, Main Jail, North Annex Jail and any future facility or housing floors that the Sheriff-Coroner's Office may designate.
4. Bidder will remove all equipment used to transport and serve food products from the various meal delivery points as designated by the Sheriff-Coroner's Office.
5. Bidder will develop a culinary vocational food handlers' program to train and educate incarcerated individuals.

Staff Meals:

Bidder shall detail their recommendations for institution of an officer's dining room program, which shall only be served in the North Annex Jail staff dining room, but the County reserves the right to change when needed. Note any specific needs such as hours of operation, location, types of meals, etc. The hours of operation are: Breakfast 0001-0430, Lunch 0830-1345, Dinner 1500-2000. The pattern for standard staff meals, which are enhanced upscale meals, shall be offered as outlined below:

1. One hot entrée each day to be provided for breakfast, lunch and dinner meals, along with appropriate side dishes. Each meal shall include the option of a sandwich consisting of luncheon meat and necessary condiments.
2. A salad bar consisting of fresh vegetables, garnishes, lettuce and a choice of three salad dressings, one of which being vinegar and oil based. Pre-made salads will not be acceptable.
3. Assorted fruit juices in individual containers are preferred. Fresh fruit will be offered, and if fresh fruit is not in season, canned fruit packed in its own juice, water, or light syrup will be offered.
4. Eight ounces of low-fat milk per meal.
5. A traditional breakfast meal consisting of eggs, omelets, French toast, pancakes, waffles, hash browns, bacon, sausage, or ham shall be served for the staff breakfast meal at least weekly between the hours of 0001-0430.

6. The sandwich option and salad bar described above will be offered daily for all three meals, including when the weekly standard breakfast menu is served.
7. The Bidder will also provide on a twenty-four (24) hour, seven (7) day a week basis, bread for toast, fortified juice, margarine and dairy butter, fresh seasonal fruit, brewed regular and decaffeinated coffee, hot chocolate, tea, plus normal supplementary supplies (i.e., sugar, cream packages, etc.) in all designated staff dining and break rooms in all jail facilities and any future facilities as designated by the Sheriff-Coroner's Office.
8. Food preparation methods shall include baking, broiling, and boiling as opposed to those methods that add extra fats and oils, such as frying. Spices and herbs and garnishes shall be used to enhance the taste and improve the eye appeal of the meal.
9. Sack meals for staff called out for emergency services (i.e. SWAT, Search & Rescue) shall be made available within a reasonable time as requested (i.e. thirty (30) minutes to two (2) hours, depending on the number of sack meals being requested). Sack meals will consist of a sandwich, chips, fruit/veggies, cookies, and a drink unless otherwise specifically ordered.
10. Bidder will provide and maintain (including product) the beverage fountain machine located in the staff dining area of the North Annex Jail.
11. Bidder will provide, at least twice per year for cleaning and maintenance and with prior County approval, outdoor food services using a gas barbeque to allow for the cleaning of the staff dining areas.
12. Staff meals shall only be prepared at the County kitchen facility.
13. The bidder will be responsible for providing enhanced staff appreciation meals as determined by the County once per quarter.

Menu Specifications:

1. Pork and pork-derived products are not allowed on any menu in the Sheriff's facilities other than for staff meals.
2. Booking Sack Meals
 - A. Up to 60 ADDITIONAL incarcerated person sack meals are to be provided daily. These meals are in addition to regular inmate meals.
 - B. Sack meals are to consist of:
 - Two sandwiches made with: 4 slices bread and 3-oz. meat and/or cheese
 - Condiments
 - Fresh fruit
 - 1 packet of vitamin fortified powdered beverage mix
 - C. Sack meals are to be billed at regular incarcerated person rates
 - D. "Mega Sacks" are utilized at the Fresno County Adult Facilities
 - 1) The current breakfast and lunch are provided via Mega Sack meals. Refer to Exhibit "N" – Sample Menu Jail.
 - 2) The Mega Sacks are intended to be consumed within 4 hours*. The delivery of the Mega Sacks currently starts delivery at about 0430, however the County would like to obtain other

possible starting times with solutions to Incarcerated People going to court or recreational details.

a. Some Mega Sacks may have longer consumable hours if the sandwich/consumables are appropriate for longer periods (e.g. peanut butter and jelly).

3. Medical & Religious Diets

A. Bidder shall provide, at no additional cost, medical diets conforming to physician-ordered specifications.

B. Bidder shall provide at mutually agreed upon pricing other requested meals, such as Halal, lacto-ovo vegetarian and religious meals.

C. Average Number and Type:

- 1) The average daily number of Incarcerated People receiving medical diets has been approximately 390 including an average of 37-night snack meals to Incarcerated People for medically approved diets.
- 2) The most common medical diet orders are: Diabetic and Cardiac. These meals shall be delivered at 0930 hours each day.
- 3) The average daily number of Incarcerated People receiving religious diets has been approximately 49.

D. The most common religious diet orders are Kosher and Halal.

- 1) The County currently offers vegetarian and lacto-ovo vegetarian at no additional cost in addition to Kosher and Halal meals.
- 2) Ramadan Meals are served to Muslim Incarcerated People during Ramadan.

E. Policies and Documentation Requirements

- 1) Bidder will keep on hand updated policies of their corrections diet handbook.

Liquidated Damages:

If, at any time, the Bidder fails to begin delivery of any scheduled meal within fifteen (15) minutes of the specified time, the Bidder shall be assessed as liquidated damages fifty (\$50) dollars per minute for every minute that a scheduled meal is late in delivery up to a maximum of the total cost of that meal being charged to the Sheriff-Coroner's Office. Time is determined as reported by the National Institute of Standards and Technology (NIST).

If the Bidder fails to make any scheduled meal delivery, the Sheriff-Coroner's Office shall assess the Bidder as liquidated damages the sum of five thousand (\$5,000) dollars for each unsatisfied meal delivery, plus the cost of replacing the meal service from any reasonable available source. Any assessment of liquidated damages will be withheld from the monies owed to the Bidder.

GROUP II – Probation

SPECIFICS

The County of Fresno is soliciting proposals for the provision of cost-effective food services for the JJC. This will entail preparation and delivery of meals by selected contractor to two (2) separate locations within the JJC at 3333 E. American Ave, Fresno, CA 93725: Commitment Housing and Detention Housing. Please note that Commitment Housing is currently closed; however, selected contractor will need to be able to service this location upon reopening.

The capacity of this facility is 480 beds; however, the current operating capacity is 288 beds and the estimated average daily population from January 2026 to March 2026 was 116.

The County of Fresno, through Probation, is currently responsible for operating and maintaining the JJC and providing meals daily to all incarcerated youth along with staff on duty. Selected contractor's proposal must comply with the Board of State and Community Corrections (BSCC), as specified in the Title 15 Minimum Standards for Juvenile Facilities, Article 9, and any subsequent revisions, as well as the U.S. Department of Agriculture's (USDA) California Department of Education (CDE) - Nutrition Services Division (NSD), in terms of nutrition standards. Selected contractor will be expected to meet all requirements and scheduled audits to allow County reimbursement from the State for the National School Lunch Program (NSLP), School Breakfast Program (SBP) and NSLP Afterschool Snacks. However, the successful bidder shall submit a proposal that exceeds these minimum standards, as County desires food service of a higher quantity, quality, and flavor than the minimum standard. As an example, County desires bids for 2 hot meals and 1 cold meal (sack lunch) per day, whereas the minimum standard merely requires one hot meal.

Selected contractor is to prepare pre-portioned, temperature-appropriate meals at the County's Central Kitchen and deliver to 2 separate locations (Commitment Housing – upon reopening, and Detention Housing) at the JJC - where JJC staff will carry out food distribution to the living units. It is desired by County that meal service by selected contractor be prepared or delivered in individual reusable consumer trays. Trays, including waste [leftover food] shall be picked up and disposed of by selected contractor.

Selected contractor will need to be aware of future nutritional requirement changes made to the NSLP, SBP, and NSLP Afterschool Snacks and make necessary menu changes by the effective dates to allow the County to remain eligible for reimbursement from the State. Please refer to Attachment "G" - Sodium Limits JJC and Attachment "H" - Implementation Timeline JJC.

Special diets must also be in compliance with the BSCC, Title 15 Minimum Standards for Juvenile Facilities, Article 9, as well as the CDE - NSD, in terms of nutrition standards.

Meal counts for fiscal years 2022-23, 2023-24, and 2024-25 were as follows:

	2022-23	2023-24	2024-25
Total Meals Served to Youth	74,234	71,001	72,308
Total Meals Served to Staff	76,880	72,600	72,308
Grand Total of Meals Served Per Year	151,114	143,601	145,108
Average Number of Meals per Day	414	392	398

The selected contractor shall prepare and deliver individual meals in sufficient quantity to provide each youth three (3) meals per day and one (1) snack, seven (7) days per week. Each youth will be provided one (1) hot breakfast, one (1) cold sack lunch, one (1) hot evening meal, and one (1) evening snack. Snacks usually consist of milk and cheese crackers or peanut butter crackers, which are served four (4) evenings a week. On the other three (3) evenings, the snacks consist of milk and fruit or raisins. Attachment "E" – Sample Menus JJC, are sample menus for meals and snacks.

Delivery Times

	Commitment	Detention
Breakfast & Lunch	5:15 a.m.	5:30 a.m.
Dinner & Snack	3:30 p.m.	3:45 p.m.

It is essential that the selected contractor understand that the Delivery Times and actual Serving Times are different. It is anticipated not all meals will be consumed for up to 2 hours after delivery, so pre-meal preparation by selected contractor will be audited to ensure compliance with preparation regulations. Selected contractor will receive approximate meal counts twenty-four (24) hours in advance. Final count will be supplied 2-1/2 hours prior to each delivery. Notification will be via phone, fax, or e-mail.

Utensils for youth will be disposable spoons only. Staff will use disposable knives, forks, and spoons.

Delivery

Selected contractor will be responsible for the delivery and unloading of meals, collection of trays, utensils, and all waste generated from the provision of food from each of the defined two (2) delivery points within the JJC. Selected contractor will deliver the meals in individual consumer trays, and JJC staff will distribute and serve the meals to the various living units. Selected contractor will pick up any and all equipment used to deliver meals prior to or at the next scheduled delivery time. The selected contractor will be responsible for cleaning all trays and food service equipment.

Commitment Housing

Centralized Dining Hall – 60 youth housed, with a capacity of 240, in two (2) separate locations (60 youth in Central Dining). These locations will be served separately. Selected contractor shall deliver Central Dining and High Security Pod Dining in separate food carts.

Detention Housing

Selected contractor's staff will deliver the hot mobile food carts with the appropriate number of ordered of meals for youth meals to the Detention Housing loading dock and JJC staff will deliver the meals to the youth. JJC Dietary Aides will separate, divide, and deliver meals appropriately between units to include the CORE (702) building. Meal carts will be returned to the loading docks for pick up by selected contractor prior to or at selected contractor's next scheduled meal delivery. However, carts for dinner meals will be retrieved by selected contractor by no later than 8:00pm daily.

The County will allow the selected contractor full use of existing facilities, including capital equipment, which includes loading lifters.

The County will provide the following:

- A. Ingress/egress, subject to security requirements.
- B. Available limited storage space for evening meal snack. The Detention Facility storage area is 8' X 10' with a 5' X 7' cold box. The Commitment Facility storage area is 12' X 13' with a 5' X 7' cold box.

RESPONSIBILITIES OF THE SELECTED CONTRACTOR

Youth Menu and Meals

Menus shall be approved by the CDE Child Nutrition and Food Distribution Division and Probation. Such menus shall be planned to provide a variety of foods thus preventing repetitive meals of the same or substantially similar food items, and be in accordance with all appropriate governmental agencies.

The County participates in the USDA's NSLP, SBP, and NSLP Afterschool Snacks for detained youth.

- A. The menu must be developed using the Healthy, Hunger-Free Kids Act of 2010 (HHFKA) as outlined by USDA regulation.
- B. Selected contractor must also outline in its proposal the training provided to the Food Service Director on the processes required for maintaining reimbursement status (food purchases, recipes, documentation and USDA audits).
- C. Selected contractor must outline in its proposal how it will meet the HACCP plan for youth that will meet the USDA requirement for such a program.
- D. Selected contractor must outline in its proposal how it will assist the County in implementing a Wellness plan for youth that meets the USDA requirement for such a program.

Menus shall be provided to JJC Administration for approval fourteen (14) days in advance of the first items served.

Documentation of menus as they are actually served must be maintained in accordance with the State Department of Education. The selected contractor must submit such documentation weekly to JJC Administration.

Medical/Therapeutic diets shall be available upon medical authorization, or as directed by JJC Administration. Specific diets shall be prepared and served to youth according to the orders of the attending physician, dentist, as directed by the responsible health authority, or as directed by staff. Medical diets should be specific and complete and will be furnished in writing to the selected contractor. Special diets shall conform as closely as possible to the food served to other youth.

Religious diets can, in most cases, have a food item (like pork) be substituted with an acceptable item and the remainder of the regular menu.

There are approximately 75 medical/therapeutic and religious diets per day.

Special holiday menus shall be designed for, at minimum, New Year's Day, Superbowl, Easter, Cinco De Mayo, Independence Day, Thanksgiving, and Christmas. The special holiday menus planned must be included within the proposal.

Upon prior notification to the selected contractor, the JJC Administration reserves the right to request a special menu, (i.e. cold meat plates, barbeques, etc.). During the course of a year, specialty meals of this type may be requested a minimum of twenty-four (24) days in advance for thirty (30) youth.

Menus shall include an ethnic variety, reflective of the incarcerated youth population. Ethnic foods are representative of the population but are not served based solely upon the percentages of the incarcerated youth population.

Food preparation methods shall include baking, broiling, and boiling in preference to those methods which add extra fats and oils, such as frying. Spices and herbs and garnishes shall be used to enhance the taste and improve eye appeal of the meal.

Meal Service

County will provide selected contractor, twenty-four (24) hours in advance, with an estimate of the number of meals that will be required for the following day. County will verify with selected contractor, two and one half (2

½) hours prior to each delivery, the exact number of meals required for that day's consumption. The County will provide to the selected contractor specific meal orders by type and location.

Staff shall be served "enhanced" meals.

Selected contractor shall also provide and maintain coffee makers, coffee grounds and coffee filters in the staff breakrooms (3 total) at the JJC.

Quality Assurance

In the event the selected contractor fails to deliver any meals or portions of meals or in a timely fashion as agreed upon, as determined by Probation, Probation may procure meals elsewhere and charge the selected contractor the additional cost of such replacement meals, plus any expenses incurred by Probation in procuring such replacement meals.

Liquidated Damages

If at any time selected contractor fails to begin delivery of any scheduled meal within fifteen (15) minutes of the specified time, the selected contractor shall be assessed as liquidated damages fifty (\$50) dollars per minute for every minute that a scheduled meal is late in delivery up to a maximum of the total cost of that meal being charged to Probation. Late delivery also includes meals initially turned away due to non-compliant temperatures or not meeting nutritional requirements and redelivered after corrective action. Time is determined as reported by the National Institute of Standards and Technology (NIST).

If the selected contractor fails to make any scheduled meal delivery, Probation shall assess the selected contractor as liquidated damages the sum of five thousand (\$5,000) dollars for each unsatisfied meal delivery, plus the cost of replacing the meal service from any reasonable available source.

Any assessment of liquidated damages will be withheld from the monies owed to the selected contractor.

Reports

The selected contractor shall provide monthly reports indicating the number of meals and snacks served for youth and Probation staff and itemized by ethnic and special diets. All data shall be presented in a clear and organized format.

Selected contractor shall participate in a data collection program as identified by the County; outcome measures for services, including monthly, cumulative, annual and ad-hoc reports are to be provided upon request.

SCOPE OF WORK PROPOSAL REQUIREMENTS

Pursuant to instructions included in this RFP, Proposal Content Requirements, a bidder's proposal shall include a response to the following:

BIDDERS MUST ADDRESS EACH OF THE FOLLOWING QUESTIONS IN THEIR PROPOSAL.

1. Incarcerated Person menus and meals

- a) Provide menus for adults and youth, along with several color sample images of actual prepared menu meals.
- b) Provide an item-by-item computer generated nutrition analysis of menu with a weekly summary indicating the percentage of compliance to the highest RDA values for the population
- c) Menu and analysis included with the proposal must be certified by a registered dietitian as meeting the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for adult males as established by the National Academy of Sciences with a signed nutritional compliance statement for the age and sex of the population. Copy of the dietitian's ADA registration card must be submitted with the proposal.
- d) Include a plan for assuring nutritional compliance for meal substitutions
- e) Provide special occasion or holiday designed menus for at minimum New Year's Day, Easter, Cinco De Mayo, Independence Day, Thanksgiving, Super Bowl and Christmas priced at contract rates.
- f) Provide a twenty-eight-day cycle menu including portion serving sizes for youth meals.
- g) The Bidder shall provide, within its proposals, a 28-day menu (See Attachments "E" and "N"). Such menus shall be planned to provide a variety of foods thus preventing repetitive meals and shall be in full compliance with California Code of Regulations Title 15, Article 2 and Title 15 Minimum Standards for Juvenile Facilities, Article 9 standards, and the provisions of CURFFL.

Menus will be reviewed and approved by County of Fresno Department of Health, the Board of State and Community Corrections, and the Sheriff-Coroner's Office.

Menus will be required to include an ethnic variety, reflective of the incarcerated person population and comply with recognized religious tenets. Menus shall be planned to offer an interesting variety of wholesome, nutritious and well-prepared foods to give maximum value.

2. Organizational Readiness

- a) Describe the organizations' capabilities to provide the requested services.
- b) Include job titles, sample description of job duties and resumes for the individuals being considered for the positions of Food Services Manager and Supervising Cook.
- c) Provide contingency plans for service in the face of unexpected events. i.e., power failure, fire, riot, lockdown, labor strikes, job actions, or act of God that would preclude normal expectations.
- d) Provide an inventory plan detailing scheduled dates for physical inventory of food and supply items (at least annually);

3. Implementation Plan

- a) Provide a plan transitioning all equipment, supplies, inventory, office, etc. from prior vendor to ensure uninterrupted meal service, assuming a January 1, 2027, start date.

- b) Indicate and explain if budget advance will be requested and necessary to implement services.

4. Quality Assurance

- a) Include a written comprehensive quality assurance program addressing the purchase, delivery, storage, preparation, and delivery of food within the facility in compliance and accordance with all regulatory standards of the California Uniform Retail Food Facilities Law (CURFFL) and in particular CURFFL Section 113995, "Holding Potentially Hazardous Foods," defining food temperature and storage time limits.

Provide specific solution to address transport of meals from the Central Kitchen to the JJC and ensure that meals meet temperature and nutritional requirements upon arrival.

- b) Provide a plan detailing how the Bidder will provide for the correct handling, prompt storage, and rotation/issue of food items purchased in compliance with CURFFL.
- c) Provide the minimum purchasing specifications to be used in the purchase of all food products and disposable service ware.
- d) Include a detailed plan for maintaining safe and wholesome food in the facilities.
- e) Explain the organization's procedures for handling food-service-related grievances and issue resolution, including timelines and responsible staff.

COST PROPOSAL

- The Bidder shall propose a per meal unit price for each of the two County Departments identified under this RFP (Sheriff's Office and Probation).
- The Bidder's proposed unit price shall include all food, labor, materials, transportation, utilities, taxes, fees, small wares etc. to provide all meals, snacks, bulk foods and services specified under this RFP; the Bidder shall conform to all requirements, terms and conditions set forth herein.
- The proposed cost shall indicate the pre-sales tax cost per meal. The amount shall show the amount of sales tax per meal and the total cost per meal including sales tax.
- The Bidder's proposed pricing shall reflect the use of the County's Central Kitchen in accordance with the requirements of this RFP.
- The Bidder must propose pricing for religious and medical diet meals for both County Departments.
- The proposed pricing shall be based on a three (3) year contract term with two (2) optional 1-year extensions based on satisfactory performance, for a potential 5-year term, subject to the previously stated escalation provision.
- Pricing for the Sheriff (Jail) and JJC shall be stated as a per meal or snack cost and shall be based on the facility's daily population. The cost per meal will be based on a sliding scale using incarcerated person population to determine the meal cost. The incarcerated person population used in determining meal cost will be the quantity stated when meals are delivered. This may potentially result in two different meal prices for one day.
- The Bidder shall complete the following Cost Proposal schedules (See Attachments "C" and "I"); such schedules allow for different pricing in increments of one hundred incarcerated people.

FAITHFUL PERFORMANCE BOND

Bidder shall quote the cost of a Faithful Performance Bond which guarantees their performance under the ensuing agreement. Such bond shall be in the amount of five hundred thousand dollars (\$500,000.00) and shall be maintained for the agreement's three (3) year term with the possibility of two one-year extensions.

Faithful Performance bond - \$500,000.00 / 3 years +1 +1

The cost of bond will be added to the contract amount if required. Payment for the cost of bond will be made monthly in thirty-six (36) equal payments over the term of the agreement. The bond must be paid monthly in the event one or both extensions is executed.

AWARD CRITERIA

All proposals will be evaluated using the same criteria. While cost is important, other factors are also significant, and the County may not select the lowest cost proposal. The objective is to choose the proposal that offers the highest quality services and will best achieve the County's goals and objectives within a reasonable budget. Evaluations will be based on the criteria listed below:

COST

- A. As submitted under the "COST PROPOSAL" section.

CAPABILITY AND QUALIFICATIONS

- A. Do the service descriptions address each area identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate the ability to adhere to background checks for employees as required by the County?
- C. Does the bidder demonstrate extensive knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- a. Does the bidder's proposed Dietician possess appropriate qualifications per BSCC Title 15 and California Department of Public Health guidelines?
 - b. Does the bidder provide qualifications for a proposed food service manager?
 - c. Religious and Medical Meals – adequacy and recommendation to alleviate or off-set costs for religious meals (Kosher, Halal, etc.).
 - d. Food Service Safety/Regulations (e.g., maintaining the temperature of the meals from the kitchen to the incarcerated person, compliance with all applicable federal and state regulations for food safety).
 - e. Youth menus meet all requirements (e.g., USDA School Meals, NSLP, BSP, NSLP Afterschool Snacks, HHFKA, BSCC, Title 15, Article 9, Approval by the CDE Child Nutrition and Food Distribution Division, etc.).
- D. The amount of demonstrated experience in providing the desired services in a California County. If limited experience in a California County, references from similar size counties outside of California that may demonstrate their ability to abide by California requirements (i.e., California, Uniform Retail Food Facilities Law, California Department of Education Nutrition Services Division's Nutrition Standards).
- E. Does the bidder demonstrate the ability to maintain security in all areas of food service and delivery to County Facilities?
- F. Does the bidder demonstrate the ability to adhere to USDA Policy Memo SP38-2017 to ensure that they purchase domestically processed agriculture?
- G. Does the bidder demonstrate a history of regulatory compliance and performance?
- H. Does the bidder demonstrate the capability to track and report necessary data and outcomes for all services delivered?

MANAGEMENT PLAN

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?

PROPOSAL CONTENT REQUIREMENTS

It is required that the vendor submit his/her proposal in accordance with the format and instructions provided under this section.

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
 - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION
- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
 - A. Exceptions to General Conditions.
 - B. Exceptions to General Requirements.
 - C. Exceptions to Specific Terms and Conditions.
 - D. Exceptions to Scope of Work and/or Scope of Work Proposal Requirements.
 - E. Exceptions to Proposal Content Requirements.
 - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
 - A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
 - B. Descriptions of any similar or related contracts under which the bidder has provided services.
 - C. Descriptions of the qualifications of the individual(s) providing the services.

- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
 - E. A brief description of the bidder's current operations, and ability to provide the services.
 - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
 - G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency
 - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 - 1. Location filed, name of court and docket number
 - 2. Nature of the lawsuit or legal action
 - I. Describe any payment problems that you have had with the County within the past three (3) years:
 - 1. Funding source
 - 2. Date(s) and amount(s)
 - 3. Resolution
 - 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
 - B. This section should be formatted as follows:
 - 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 - 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work Proposal Requirements" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work Proposal Requirements" items. Each description should begin with a restatement of the "Scope of Work Proposal Requirements" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
 - C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
 - D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Proposals may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

TRADE SECRET ACKNOWLEDGEMENT

Each proposal submitted is public record under the California Public Records Act (Cal. Gov. Code, secs. 7920.000 and following) and is therefore open to inspection by the public as required by Section 7922.525 of the California Government Code. The County will not exclude any proposal or portion of a proposal from treatment as a public record except information that it is properly submitted as a "trade secret" (described below) and determined by the County to be a "trade secret" (if not otherwise subject to disclosure, as stated below).

Information submitted as "proprietary", "confidential" or under any other terms that might state or suggest restricted public access will not be excluded from treatment as public record.

A general description of a "trade secret" is information, including a formula, pattern, compilation, program, device, method, technique, or process that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and is the subject of efforts to maintain its secrecy.

Requirements for Consideration as a Trade Secret:

- 1. Information must be submitted in a separate PDF file titled "Trade Secret"**
- 2. Information must include a clear and concise statement that sets out the reasons the information qualifies as a Trade Secret.**
- 3. Information must conform to the above description of a Trade Secret.**

Information submitted by a bidder as trade secret will be reviewed by County of Fresno's Purchasing Division, with the assistance of the County's legal counsel, to determine conformance or non-conformance to the foregoing description.

Information that is properly identified as "trade secret" and which the County determines to conform to the description will not become public record (if not otherwise subject to disclosure, as stated below). The County will safeguard this information in an appropriate manner, provided however, in the event of a request, demand, or legal action by any person or entity seeking access to the trade secret information, the County will inform the bidder of such request, demand, or legal action, and the bidder shall defend, indemnify, and hold harmless the County, including its officers and employees, against any and all claims, liabilities, damages, or costs or expenses, including attorney's fees and costs, relating to such request, demand or legal action, seeking access to the trade secret information.

Information submitted by bidder as trade secret and determined by the County not to be in conformance with the above requirements for consideration as a trade secret shall not be treated as a trade secret.

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if (1) they are not electronically submitted in a separate PDF that is marked "Trade Secret"; or (2) disclosure thereof is required or allowed under the law or by order of court.

Bidders are advised that the County does not wish to receive trade secrets and that bidders are not to supply trade secrets unless they are absolutely necessary.

BIDDER MUST CHECK ONE OF THE FOLLOWING:

Has bidder complied with all of the requirements for consideration as a trade secret listed above?

By marking "**NO**", bidder does not claim any bid information submitted to the County is a trade secret.

☐ **YES** ☐ **NO**

I have read and understand and agree to the above "Trade Secret Acknowledgement."

ACKNOWLEDGED AND AGREED BY BIDDER:

Signature	Date
Print Name	Title

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

1. Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - a. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - b. violation of a federal or state antitrust statute;
 - c. embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - d. false statements or receipt of stolen property
2. Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<https://sam.gov/content/home>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS****INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)

REFERENCE LIST

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

Provide a list of at least five (5) customers for whom you have recently provided similar services. If you have held a contract for these or similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

*** Note: This form/information is not rated or ranked for evaluation purposes.**

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included are important requirements the bidder is responsible to submit with the RFP package in order to make the RFP compliant.

Check off each of the following (*if applicable*):

1. _____ Signed cover page of Request for Proposal (RFP).
2. _____ Check <http://www.FresnoCountyCA.gov/departments/internal-services/purchasing/bid-opportunities> for any addenda.
3. _____ Signed cover page of each Addendum.
4. _____ Provide a Conflict of Interest Statement.
5. _____ Signed *Trade Secret Form* as provided with this RFP (Trade Secret Information, if provided, must be electronically submitted in a separate PDF file and marked as Confidential).
6. _____ Signed *Criminal History Disclosure Form* as provided with this RFP.
7. _____ Signed *Participation Form* as provided with this RFP.
8. _____ The completed *Reference List* as provided with this RFP.
9. _____ Attachment "C" and Attachment "I" both completed in Excel format.
10. _____ Attachment "O" – No Hostage Acknowledgement signed.
11. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
12. _____ Bidder's response does not contain any links as stated in the Bid Instructions.
13. _____ Bidder's proposal, in PDF format, electronically submitted to the Bid Page on Public Purchase.

Return Checklist with your RFP response

ATTACHMENTS

- A. Insurance Requirements**
- B. Equipment Maintenance Schedule**
- C. Cost Proposal Jail**
- D. Emergency Procedures JJC**
- E. Sample Menus JJC**
- F. Nutritional Requirements JJC**
- G. Sodium Limits JJC**
- H. Implementation Timeline JJC**
- I. Cost Proposal JJC**
- J. Ethnicity Statistics**
- K. Documenting Exceptions to Buy American Prov**
- L. Buy American Certification JJC**
- M. Responsibilities JJC**
- N. Sample Menu Jail**
- O. No Hostage Acknowledgement**