

AGREEMENT FOR INMATE FOOD AND
COMMISSARY MANAGEMENT; AND INMATE BANKING SERVICES

This agreement ("Agreement"), dated as of February 1, 2022 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Elicor, Inc. dba Summit Food Service, LLC (hereinafter "Contractor").

R ECITALS.

WHEREAS, Contractor represents that it is duly qualified and experienced in the provision of inmate food, commissary, and related banking services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor for the provision of inmate food and commissary management; and inmate banking services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 12 Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in

accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 9; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall maintain, at a minimum, staffing coverage described in Exhibit "B", attached hereto and incorporated herein by this reference.
- b. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- c. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- d. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
- e. If County should become dissatisfied with any personnel provided by Contractor, County will give written notice to Contractor of its reasons for dissatisfaction. Contractor shall use its best efforts to resolve the problem, and if the problem is not resolved to the satisfaction of the County, Contractor shall not permit such personnel to perform services under this Agreement.
- f. Contractor's employees must attend orientation and training classes conducted by the County which have been deemed necessary for increasing awareness of safety, security and operational issues in the facilities, paid at the Contractor's expense.
- g. Upon written notice request of County, Contractor shall provide temporary staffing services to assist with extended staffing shortages within Detention's kitchen support staff allocations.

1.5 Policy Compliance.

Contractor shall comply with all policies of the Sheriff's Detention Facilities that may be related to the provision of inmate food, commissary, and banking services.

1.6 Background Investigation.

As set forth in Exhibit "C", attached hereto and incorporated herein by this reference (hereinafter "Security Clearance Requirements"), Contractor shall provide a list of all persons who are expected to or will provide services to County under this Agreement. All such persons must submit to a background investigation and be approved by the Sheriff's Office before performing any such services. Such persons shall also submit a consent and waiver form permitting County to obtain personal employment/ professional qualification information from third parties, and releasing such third parties from any and all liability for disclosing such information to County. All personal information provided will be maintained by the County in strictest confidence to the extent allowed by law. No person shall perform any services contemplated herein unless and until approval has been obtained in writing from Sheriff's Office. The Sheriff shall have the sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be an unacceptable safety or security risk shall not be given access to facilities.

2. Audits and Evaluations

The County retains the right to audit all of the Contractor's records relative to the performance of contract services and to make unannounced site inspections at any time to evaluate contract performance and compliance with correctional food standards, CCR Title 15 guidelines, and other policy/procedure requirement's. The Contractor must provide written response to any findings or inquires resulting from the County's audit processes, and must promptly develop and implement corrective actions as indicated. The Contractor must cooperate fully with any and all audit and inspection activities initiated by the County.

3. Responsibility

The Contractor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.

4. Payment

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with Exhibit "D", attached hereto and incorporated herein by this reference.

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County's Auditor and the Sheriffs Office. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 19. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

5. Change in Conditions.

The financial terms set forth in this Agreement, and all other obligations assumed by Contractor hereunder, are based on conditions in existence on the date Contractor commences operations including, without limitation, population; labor costs (i.e. availability of inmate labor, County staff availability, etc.); applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, County acknowledges that in connection with the negotiation and execution of this Agreement, Contractor has relied upon County's representations regarding existing and future conditions (the "Representations"), including but not limited to the Request for Proposals, Question and Answer addendums, and/or additional negotiations with County after award. In the event of change in the Conditions, inaccuracy of the Representations, or if County requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Contractor may be renegotiated in a reasonable and mutually agreeable manner to reflect a proportionate increase in Contractor's charges to the County; provided, however, that any such increase in Contractor's charges is conditioned upon the availability of sufficient funds that have been appropriated and are legally available for purposes of this Agreement, and approved

by the Sonoma County Board of Supervisors. If approval of the increased charges is needed by the County's governing body, no price or cost increase shall become effective until such approval has been obtained from the County's governing body. If an agreement or approval cannot be obtained, County may terminate this Agreement by giving Contractor written 90 day notice of such termination in accordance with section 9, below.

Service and Pricing Assumptions. The financial terms set forth in this Agreement, and all other obligations assumed by Contractor hereunder, are based on the following assumptions:

- a. Population: At time of proposal.
- b. Purchasing: Contractor will make purchases on behalf of the County at a level similar to that in place at the Commencement of this Agreement.

6. Future Pricing.

Pricing adjustments shall be made annually, effective July 1, beginning Year 2 through Year 5 of the contract and shall be agreed upon by the parties at a rate no less than the greater of: three percent (3%) or the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home, unless the parties have entered into a written agreement with an alternative cost adjustment. Contractor shall provide County notification of the adjustment. Price adjustments shall be calculated from February to February of the previous year.

7. Investments.

County shall be obligated to repay Contractor for the amount of any investments Contractor provides County during the Term of the Agreement (such amount, the "Investment Amount"); provided, that so long as County has not breached this Agreement the Investment Amount shall be reduced on a monthly basis on the first day of each month by an amount determined based on a monthly amortization of the Investment Amount for the period equal to the Term of this Agreement remaining after provision of the Investment. The County shall repay Contractor for such obligations (after giving effect to any credit contemplated by the preceding sentence) at the earlier to occur of (i) if the County has breached this Agreement, Contractor's demand therefore and (ii) fifteen (15) days prior to the effective date of termination of this Agreement. Pursuant to a security agreement executed in connection herewith, County has granted Contractor a security interest in the personal property acquired with the Investment to secure County's obligations arising under this Agreement.

"Investment Amount" includes the following:

- | | |
|------------------------------------|---------|
| • Staff Dining Point of Sale Kiosk | \$2,300 |
| • Staff Dining Cooler | \$2,800 |
| • Staff Dining Salad Bar | \$1,500 |

8. Term of Agreement.

The term of this Agreement shall be from February 1, 2022 to December 31, 2026, unless terminated earlier in accordance with the provisions of Article 9 below.

9. Termination

9.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving 90 days written notice to the other party prior to the effective date of termination.

9.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

9.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

9.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 9.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

9.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sheriff-Coroner, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

10. Indemnification

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

11. Insurance

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described in Exhibit "E", which is attached hereto and incorporated herein by this reference.

12. Prosecution of Work

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

13. Extra or Changed Work

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Sheriff-Coroner in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Sheriff-Coroner. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall

constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

14. Software/Computer Application Purchase Online Accessibility

14.1 Accessibility. County policy requires that all County websites and web-based applications must be accessible to staff members and members of the public with disabilities.

- a. Standards. Contractor shall certify that all Electronic and Information Technology ("EIT") products, services, or other deliverables (collectively "EIT Deliverables") furnished hereunder that will be made available to members of the general public in connection with County's ordinary course of business, comply with the following accessibility standards:
 1. Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the County's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Weh-Standards-and-Guidelines/>, the County's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>, and the County's Administrative Policy Manual located at <https://sonomacounty.ca.gov/CAO/Administrative-Policy-Manual/>.

The foregoing standards shall collectively be referred to hereinafter as "County Accessibility Standards." For the purposes of this Agreement, the term "EIT" shall include Information Technology (as defined below) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information including, but not limited to equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term "Information Technology" includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

14.2 Noncompliant EIT; Obligation to Cure. If County, in its sole and absolute discretion, determines that any EIT Deliverable does not comply with County Accessibility Standards, County will promptly inform Contractor in writing. Upon such notice, Contractor shall, without charge to County, repair or replace the non-compliant EIT Deliverables within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time

specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 9; and/or
- c. In the case of custom EIT developed by Contractor for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, Contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

14.3 Upgrades Upon Renewal or Extension. Notwithstanding the foregoing, County may accept EIT Deliverables that are not strictly compliant with County Accessibility Standards if County, in its sole and absolute discretion, determines that acceptance of such products or services is in County's best interest. For every EIT Deliverable accepted by County that does not fully comply with County Accessibility Standards, Contractor shall, at the discretion of County, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, upon the renewal or extension date of this Agreement.

14.4 Warranty; Indemnity. Contractor represents and warrants (i) that its EIT Deliverables will be accessible to the full extent required hereunder and (ii) that it shall defend, indemnify and hold County harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against County, its officers, directors, agents, or employees arising out of or related to Contractor's breach of this Article 14.4.

14.5. Representation, Warranty and Responsibility as to Data Security. Contractor represents and warrants that it shall implement and maintain Payment Card Industry ("PCI") Data Security Standard ("DSS") certification and that it shall provide an annual Report of Compliance ("ROC") prepared by a Qualified Security Assessor Company ("QSAC"). Upon request of the County, Contractor agrees to promptly provide PCI DSS validation by a QSAC. Contractor shall undergo quarterly system scans performed by a PCI Security Standards Council ("SSC") Approved Scanning Vendor ("ASV") that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt the network devices. Further, Contractor shall maintain and protect in accordance with all applicable federal, state, local, and PCI laws, rules and regulations the security of all cardholder data when performing the contracted Services on behalf of the County.

In addition to the indemnity obligations specified in Article 10 of this Agreement, Contractor shall indemnify, defend, protect and hold County harmless from and against any and all claims, losses, damages, notices and expenses, including, without limitation, any fines which County may be required to pay, which result from

Contractor's breach of the provisions of this Section 14.5. Within thirty (30) days of County delivering written notice, Contractor will reimburse the County for its actual costs associated with any information security breach that results from the Contractor's failure to adhere to PCI data security standards and other applicable industry best practice. Such costs include but are not limited to: the costs of investigating the breach, fees associated with bankcard replacement, client credit monitoring, litigation costs, Court ordered penalties; and any additional fees charged by the County's bank. Contractor, at its sole cost and expense, shall fully cooperate with any investigation, whether instituted by County or any other entity with jurisdiction to conduct such investigation, of any data loss or other breach of Consultant's obligations under this Section 14.5.

In connection with credit card transactions processed for County, Contractor will implement fraud prevention controls and provide reasonable care and effort to detect fraudulent credit card activity. In performing the Services, Contractor shall comply with all applicable rules and requirements, including security rules and requirements, of County's financial institutions, including its acquiring bank, the major credit card associations and credit card companies. If during the term of the Agreement, Contractor undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify the County of such circumstances.

Contractor represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with and are in compliance with the standards known as Payment Application Data Security Standards (PA-DSS) or Payment Applications Best Practices (PABP). As verification of this, the Contractor agrees to provide PABP validation by a PCI SSC Qualified Payment Application Security Company ("QPASC") that any such application it provides is certified by the PCI SSC as complying with these standards and agrees to continue to maintain that certification as may be required from time to time.

14.6. IT Support. Contractor shall provide IT support to County as described in Exhibit "F", attached hereto.

15. Content Online Accessibility. County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

15.1 Standards. All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the County's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the

County's Web Site Accessibility Policy located at
<https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

15.2 Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Contractor shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Contractor agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

15.3 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

16. Representations of Contractor

16.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

16.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an

agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 9, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

16.3 No Suspension or Debannent. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, contractor has the obligation to inform the County.

16.4 Representation, Warranty and Responsibility as to Data Security

- a. Data Security: Contractor shall preserve, and shall ensure that its sub-contractors or vendors preserve the confidentiality, integrity, and availability of County data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Contractor and/or its sub-contractors or vendors. Contractor agrees to, and shall ensure that its sub-contractors or vendors comply with the County's current and future information security policies, standards, procedures, and guidelines.
- b. Encryption Requirements: Contractor shall encrypt, and shall ensure that its sub-contractors or vendors encrypt, confidential information whether the data is in transit, or at rest, including but not limited to Personally Identifiable Information (PII) or Protected Health Information (e.g. PHI, ePHI).
- c. Security Breach: Contractor shall comply, and shall ensure that its sub-contractors or vendors comply, with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information (PII) or protected health information (e.g. PHI,ePHI) or other event requiring notification. In the event of a breach, or other event requiring notification under applicable law, Contractor shall:
 1. Notify the County by telephone and e-mail within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Contractor or its agents become aware and/or any actual or suspected use or

disclosure of data in violation of any applicable federal or state laws or regulations.

11. Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.

iii. Pursuant to Article 10 of the Agreement, provide indemnity and other protection as specified therein.

- d. Request to Audit: Contractor will accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information security audit. This is to ensure that the contractor's and/or vendor's information security practices or standards comply with Sonoma County's information security policies, standards, procedures and guidelines. Contractor shall ensure that its sub-contractors or vendors comply with this requirement.
- e. Cyber Risk Insurance Requirements: Contractor shall include, and shall ensure that its sub-contractors or vendors include, cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards.

16.5 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

16.6 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

16.7 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to

complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

16.8 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

16.9 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

16.10 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

16.11 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

16.12 Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. Contractor shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County without restriction or limitation. Document drafts,

notes, and emails of the Contractor and Contractor's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

16.13 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor._

17. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 9.

18. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

19. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Sonoma County Sheriffs Office
 Detention Division
 2796 Ventura Avenue
 Santa Rosa, CA 95403
 (707) 565-1469

TO: CONTRACTOR: Summit Food Service, LLC
 500 East 52nd Street
 Sioux Falls, SD 57104

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

20. Miscellaneous Provisions.

20.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

20.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

20.4 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

20.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

20.6 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

20.7 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

20.8 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

20.9 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

20.10 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SUMMIT FOOD SERVICE, LLC:

Signed by:

By: Marlin C. Sejnoha, Jr. **CY**
Marlin C. Sejnoha, Jr.,
President and CEO

Date: 11/8/2021

COUNTY OF SONOMA
AGREEMENT EXECUTED:

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO SUBSTANCE FOR
COUNTY:

By: _____
Mark Essick, Sheriff-Coroner

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: Pet"VCL/BVLA..g.<JRW.V
County Counsel

Date: November 8, 2021

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

By: _____

Date: _____

EXHIBIT A

Scope of Services

Scope of Work

Contractor shall provide for the provision of food and commissary management services (including inmate banking) that shall, at a minimum, conform to applicable standards for such services as prescribed or mandated by the California Code of Regulations (CCR), Title 15, the National Prison Rape Elimination Act (PREA), and ACA standards.

Contractor must conform to the following:

I. Food Management Services:

A. Inmate Meals

Contractor is responsible for developing menus and meal plans that meet specific dietary requirements, procuring food and supplies needed to prepare and distribute the meals, administering meal preparations and distribution in coordination with the Sonoma County Sheriffs Office (SCSO) kitchen staff and inmate work crews, and establishing a meal program that works within the constraints of the County's adult detention kitchens that satisfies health inspection requirements.

See menus included at the end of Exhibit A.

1. Inmate meals shall be served three times per day, seven days per week, 365 days per year and 366 days during leap years. Meals served shall be Hot/Cold Breakfast, Cold Lunch, and Hot Dinner. The menu shall be a minimum of 2,800 calories per day.
2. Special Meals - Contractor shall ensure that special diets and menus will be prepared and approved by a licensed dietitian that conform to all applicable current Title 15 and ACA standards.
3. Bagged cold meals shall be stored in the booking area refrigerator for inmates detained in Booking at MADF.
4. Sack lunches shall be provided for inmate work crews who are working offsite, when crews are operating.
5. Snacks shall be provided for inmates who are detained in holding cells.
6. Individually wrapped and/or boxed meals with disposable paper utensils shall be provided for inmates residing in quarantined housing units.
7. Contractor shall utilize a proven and established production system capable of delivering recipes, menus, and production sheets to the SCSO kitchen staff. Menus shall be planned at least one month in advance of their use and all menus shall be approved and certified by Contractor's registered dietician.

8. Contractor shall ensure that a registered dietitian nutritionist (RDN), or other licensed qualified nutrition professional, as authorized by state scope of practice laws, documents a review of the regular diet for nutritional adequacy at least annually.
9. Contractor shall ensure that a procedure is in place to notify the RDN whenever the regular diet menu has changed. Contractor shall also notify SCSO of such change.
10. Food projects and supplies shall be delivered in a timely manner to meet the seven-day inventory and advance menu preparation requirements. See "H. Contingency Planning".
11. Menu substitution and/or changes need to be documented, indicating the reason for substitutions, and how substitutions are handled. Any menu substitutions must be approved in advance, in writing, by the Sheriff or Sheriffs designee.
12. All meals shall be freshly prepared on-site (excluding catastrophic events).
13. Contractor must have the ability to provide special menus and holiday meals at no additional cost to SCSO. Special menus must include vegetarian, religious, and medical diets conforming to special religious and physician-ordered specifications. Holiday meals include: New Year's Day, St. Valentine's Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.
14. Charges for inmate meals are made based on an ADP sliding scale. See Exhibit "D", Payment.

B. Staff Dining

1. Contractor shall provide County a \$10,000 staff dining improvement project that includes but is not limited to: Salad/deli bar, espresso machine, soda machine, 24/7 micro market, additional counters, flat screen television, artwork, and tables and chairs.
2. Staff menus shall provide healthy options that include high-protein, eat-on-the-go, hot entree and salad-bar meal options.
3. Contractor shall provide a contactless checkout and self-pay system.
4. Salad bar, hot entree bar, deli bar, and micro-market items will be priced separately and will range from under \$1 to \$5, depending on the item. Contractor will routinely gather feedback from staff regarding their preferences.
5. From time to time, Contractor will provide special staff appreciation events.

C. Meals for Special Events

1. SCSO may, from time to time, and with sufficient notice, require special meals for guests or meetings. Contractor shall provide meal planning and food services for such events when requested. The cost for such services shall be negotiated prior to service and approved in writing.

D. Quality and Inventory Control Plan

1. Contractor shall consider appearance, taste, temperature, correct portion size, and completeness of food tray in menu planning and preparation.
2. Contractor shall specify standards of raw foods procured for proposed menus. Adherence to these standards shall be required under the contract.
3. All food and beverage products used in the performance of this contract must be served prior to their expiration date, when so dated.
4. Contractor shall serve fresh vegetables a minimum of twice a week, with a goal of three times each week.

E. Recordkeeping

1. Contractor shall submit monthly invoices for each facility to the SCSO for the number of meals ordered. Invoices shall include type of meal served.
2. Contractor shall retain records of all invoices, meals served, food content of each meal, menu substitutions, temperature logs, knives and kitchen utensil logs, and chemical logs. All such records shall be retained by Contractor for a minimum of three years or until audited by the County. All records shall be kept at the Main Adult Detention Facility.

F. Inmate Training

Contractor shall provide a comprehensive training program for continuing inmate education, to include safe food handling and culinary vocational training for inmate workers that helps create new re-entry employment opportunities.

G. Staffing

1. Contractor shall be responsible for maintaining staffing levels as specified in Exhibit "B", Staffing.
2. Contractor shall be responsible for time and attendance accountability of its personnel and provide appropriate records to the County upon reasonable demand.
3. Contractor shall be responsible for recruiting and training their food and commissary staff.

H. Contingency Planning

1. Contractor shall maintain a contingency plan for providing service in the event of lockdowns, fire, earthquake, power failure, pandemic, quarantine, strikes by Contractor's employees, riots, or other events that may curtail or impact the normal operation of the facility(s).
2. Contingency plans shall include the Contractor's plans for providing uninterrupted food services including, but not limited to: designation of off-site locations for food preparation when necessary; alternative staffing plans; and any other proposal to demonstrate Contractor's ability to respond to a catastrophic occurrence.

3. Contractor shall maintain a minimum inventory of a seven-day supply of food, foodstuffs, and supplies on site at both detention facilities at all times.
4. In the event of lockdowns, fire, earthquake, power failure or any other event that would cripple the normal operations of a detention facility, Contractor will be required to provide meals onsite utilizing only the food inventory on-hand.
5. If an event or conditions render equipment in the kitchen unusable, requiring the Contractor to use other-than specified standard serving ware, Contractor shall provide sufficient supplies of disposable ware. SCSO will be billed at Contractor's invoice cost for all disposable products used until the specified equipment is again made available for use by the Contractor. Copies of the invoices for these items shall be provided to SCSO to verify the cost of these products. No Styrofoam allowed on County premises.

I. Small Kitchen Equipment and Supplies

1. Contractor shall pay for all food products, supplies and small wares used during the term of this contract. The food products and supplies purchased for use in the food service facilities will remain the property of the Contractor.
2. Contractor shall provide all disposable and consumable items necessary to serve a meal at their own expense. This includes, but is not limited to paper goods, plastic goods, lunch bags, disposable eating utensils, etc. Styrofoam is prohibited on County premises.
3. SCSO currently uses flexible rubber trays. Any changes to the type of tray or other equipment shall be approved by SCSO and may be at the expense of the Contractor.
4. Contractor shall arrange and coordinate the delivery and receipt of food products and supplies with SCSO Detention staff.

II. Inmate Commissary and Banking Services

A. Commissary Management Services

Contractor is responsible for providing comprehensive commissary and inmate banking management services and technology support to Sonoma County detention facilities.

1. Equipment provided by Contractor shall be installed within SCSO detention facilities as specified in Exhibit "F".
2. Contractor shall furnish all material, administration, management, and equipment necessary to operate an efficient commissary at the SCSO Detention facilities.
3. The Contractor shall provide inmates with high quality and desirable merchandise.

4. The Contractor shall ensure that commissary operations are conducted in a manner that maintains the security of the facilities at all times.
5. Contractor shall provide accurate, economical and efficient means of processing, tracking, and delivering inmate commissary orders.
6. Contractor shall provide stated commission to the Inmate Welfare Trust Fund as specified in Exhibit D.
7. Contractor shall provide a large and flexible selection of commissary items.
8. SCSO shall pre-approve all items made available through commissary.
9. Purchase and payment for inventory and stock shall be the sole responsibility of the Contractor.
10. Inmates will be able to purchase items from the commissary a minimum of once per week. All sales will be made via inmate phone ordering, kiosks, and automated order user interface provided by Contractor. Forms or automated order interface shall show items available and their current prices. Prices shall include all required tax.
11. Contractor shall provide intake/indigent bags upon arrival. Intake/indigent bags provided at MADF include comb, security toothbrush, toothpaste, shampoo pack, deodorant, and a golf pencil. Intake/indigent bags provided at NCDF include comb, security toothpaste, shampoo pack, deodorant, and a single blade razor.
12. Contractor shall be responsible for costs associated with maintenance, support, and repair of all software and equipment. See Exhibit "F".
13. Contractor shall provide effective training to SCSO as may be required by the SCSO. This will include but is not limited to training for Detention personnel in maintaining inmate accounts as necessary on Contractor's software and hardware.
14. SCSO shall not be responsible for damage to Contractor's equipment occurring as a result of an inmate's use or vandalism of the equipment. SCSO will make reasonable efforts to prevent such acts.
15. All price adjustments must be requested in writing a minimum of 30 days prior to the proposed effective date and approved by Sheriff or Sheriff's designee. Requests for any product price adjustment shall include the adjustment amount, proposed effective date, and justification. SCSO must agree in writing to any change in retail selling price, and/or change in any profit percentage, prior to a price adjustment going into effect.
16. SCSO shall reserve the right to determine the final retail selling prices of commissary items.
17. Contractor shall manage and resolve all order discrepancies and provide prompt refunds for commissary products not delivered.
18. Contractor shall submit a monthly report showing weekly sales for the previous month.
19. Gross sales receipts shall be construed to be all monies received from the sales of merchandise, products, or services, less any refunds, allowances, or adjustments for returns, defective or unsatisfactory merchandise, products or services. These items must be detailed on a report to accompany weekly sales invoice.

20. The commissary operation shall provide a return of profit to the SCSO's Inmate Welfare Trust Fund in the form of commission paid monthly or as mutually agreed upon in writing. See Exhibit "D."

B. Inmate Banking Services

- 1- Contractor shall provide all equipment, software, training, and support necessary for inmate commissary banking.
2. Contractor shall install all equipment and software and provide training and support to facilitate an inmate payment system. Such system shall include the ability to electronically deposit funds into inmate trust accounts via the internet, telephone, and free-standing payment kiosks. Kiosks shall accept cash or credit.
3. Contractor shall provide cash counter and kiosk that accepts inmate property upon intake, and provide release card swipes for use upon inmate release.
4. Upon the request of SCSO, Contractor shall provide additional card swipe equipment for other SCSO locations.
5. In the event written checks are required, Contractor shall provide check printing equipment.
6. Contractor's software shall interface with SCSO's current Jail Management Software (JMS).7. Contractor's Software shall provide the ability to secure bank reconciliation and provide backup that is permanently archived both on and off-site, and include commissary and balance information that is only accessible by authorized personnel.

III. General Requirements

A. Grievances

- I. Contractor will be responsible for responding to inmate grievances regarding inmate food, commissary, and banking in a timely manner.

B. Records

- I. Contractor will maintain complete, accurate and secure records of meal, commissary and banking services and administrative records. Records shall support data collection, audits, analysis of meal and commissary statistics, and fiscal transactions.

C. Licenses and Permits

1. Contractor shall obtain necessary permits and licenses. Licensing fees and taxes for the required work under this contract shall be the Contractor's responsibility.

Summit: Corrections

Proposal CA - Sonoma County

Enhanced Regular

Week 1

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast						
Fresh Fruit 1 each	Fresh Fruit 1 each	Fresh Fruit 1 each	Fresh Fruit 1 each	Fresh Fruit 1 each	Fresh Fruit 1 each	Fresh Fruit 1 each
Cold Cereal 1 cup	Hot Cereal wButter & 1 cup	Cold Cereal 1 cup	Hot Cereal wButter & 1 cup	Cold Cereal 1cup	Hot Cereal wButter & 1 cup	Cold Cereal 1cup
Sugar PC 1 each	Sugar 1 each	Sugar PC 1 each	Sugar 1 each	Sugar PC 1 each	Sugar 1 each	Sugar PC 1 each
Peanut Butter 1 oz	Sugar PC 1 each	Peanut Butter 2oz	Sugar PC 1 each	Peanut Butter 2 oz	Sugar PC 1 each	Peanut Butter 1 oz
Hard Boiled Egg 1 each	Scrambled Eggs 1/2 cup	Muffin 1/48 cut	Pancake Bake 21/48 cut	Coffee Cake 1/48 cut	Scrambled Eggs 1/2 cup	Turkey Bologna 1 oz
Biscuit 1/48 cut	BakedT.Ham 1 oz	Jelly 1/2 oz	Syrup 2 fl oz	1%Milk 1/2 pint	Breakfast Patty 1 each	Muffin 1/48 cut
Jelly 1/2 oz	Coffee Cake 1/48 cut	1%Milk 1/2 pint	Peanut Butter 1oz		Biscuit 1/48 cut	Jelly 1/2 oz
1%Milk 1/2 pint	Peanut Butter 1 oz		Baked T.Ham 1oz		Peanut Butter 1 oz	1%Milk 1/2 pint
	1%Milk 1/2 pint		1%Milk 1/2 pint		Jelly 1/2oz	
					1%Milk 1/2 pint	
Lunch						
Turkey 3 oz	Turkey Ham 1 oz	Turkey Salami 1 oz	Peanut Butter 1 oz	Baked Turkey 1 oz	Turkey Ham 3 oz	Turkey Salami 3 oz
100% Whole Wheat 2 slices	Cheese Slice 1 slice	Cheese Slice 1 slice	Jelly 1/2 oz	Cheese Slice 1 slice	100% Whole Wheat 2 slices	100% Whole Wheat 2 slices
Bread Bimbo 28g	100% Whole Wheat 2 slices	100% Whole Wheat 2 slices	100% Whole Wheat 2 slices	100% Whole Wheat 2 slices	Bread Bimbo 28g	Bread Bimbo 28g
Mustard PC 1 each	Bread Bimbo 28g	Bread Bimbo 28g	Bread Bimbo 28g	Bread Bimbo 28g	Sandwich Salad 1 each	Sandwich Salad 1 each
Bean Salad 2/3 cup	Sandwich Salad 1 each	Mustard PC 1 each	Carrots & Celery 1/2 cup	Mustard PC 1 each	Dressing PC	Dressing PC
Fresh Orange 1each	Dressing PC	Bean Salad 1/2 Cup	Fresh Orange 1 each	Carrot Sticks 1/2 cup	Bean Salad 1/2 Cup	Carrots & Celery 1/2 cup
Sandwich Cookie 4each	Carrot Sticks 1/2 cup	Fresh Orange 1 each	Sandwich Cookie 4each	Fresh Orange 1 each	Sandwich Cookie 4 each	Fresh Orange 1 each
1%Milk 1/2 pint	Fresh Orange 1 each	Sandwich Cookie 4 each	1%Milk 1/2 pint	Sandwich Cookie 4 each	Fresh Orange 1 each	Sandwich Cookie 4 each
	Sandwich Cookie 4each	1%Milk 1/2 pint		1%Milk 1/2 pint	1%Milk 1/2 pint	1%Milk 1/2 pint
	1%Milk 1/2 pint					
Dinner						
SloppyJoes 4oz	Italian Meat Sauce 3/4 cup	Hot Dog 2 each	T. Ham & Beans 10oz	Baked Chicken 1 each	100% Beef Patty 3 oz 1each	Mexican Pie 10 oz
Hamburger Bun 1 each	Spaghetti Noodles 1 cup	Hot Dog Bun 2 each	Lettuce Salad 1 cup	Macaroni Noodles 1 cup	Cheese Slice 1 slice	Coleslaw 2/3 cup
Oven Browned 1cup	Carrots 1/2 cup	Au Gratin Potatoes 1 cup	Salad Dressing 1 oz	Peas 1 cup	Hamburger Bun 1 each	Mexican Corn 2/3 cup
Potatoes	Biscuit 1/48 cut	Coleslaw 1/2 cup	Southern Combread 1/48 cut	Biscuit 1/48 cut	Mexican Beans 1 cup	Southern Combread 1/48 cut
Broccoli 1/2 cup	Whipped Margarine 1/4oz	Ketchup 1/2 oz	Whipped Margarine 1/4 oz	Whipped Margarine 1/4oz	Carrots 1/2 cup	Whipped Margarine 1/4 oz
Ketchup 1 Tbsp	Frosted Bar 1/48 cut	Mustard 1/2 oz	Frosted Bar 1/48 cut	Dessert Bar 1/48 cut	Ketchup 1/2 oz	Frosted Bar 1/48 cut
Cookie 2 oz	1%Milk 1/2 pint	Cookie 2oz	1%Milk 1/2 pint	1%Milk 1/2 pint	Dessert Bar 1/48 cut	1%Milk 1/2 pint
1%Milk 1/2 pint	Drink Vitamin Bfl oz	1%Milk 1/2 pint	Drink Vitamin 8fl oz	Drink Vitamin 8fl oz	1%Milk 1/2 pint	Drink Vitamin 8fl oz
Drink Vitamin 8fl oz	Fortified Bulk	Drink Vitamin 8floc	Fortified Bulk	Fortified Bulk	Drink Vitamin 8floc	Fortified Bulk
		Fortified Bulk			Fortified Bulk	

Dietary Consultant

Approval Date

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast						
Fresh Fruit 1 each	Fresh Fruit 1 each	Fresh Fruit 1 each	Fresh Fruit 1 each	Fresh Fruit 1 each	Fresh Fruit 1 each	Fresh Fruit 1 each
Hot Cereal wButter & Sugar 1 cup	Cold Cereal 1 cup	Hot Cereal wButter & Sugar 1 cup	Cold Cereal 1 cup	Hot Cereal wButter & Sugar 1 cup	Cold Cereal 1 cup	Hot Cereal wButter & Sugar 1 cup
Sugar PC 1 each	Sugar PC 1 each	Sugar PC 1 each	Sugar PC 1 each	Sugar PC 1 each	Sugar PC 1 each	Sugar PC 1 each
Scrambled Eggs 1/2 cup	Coffee Cake 1/48 cut	French Toast Bake 2 slices	Peanut Butter 1 oz	Sausage Gravy 6 oz	Peanut Butter 1 oz	Scrambled Eggs 1/2 cup
BakedT.Ham 1oz	Peanut Butter 1 oz	Syrup 2 fl oz	Turkey Ham 1oz	Biscuit 21/48 cut	Turkey Ham 1 oz	Baked T.Bologna 1 oz
Biscuit 1/48 cut	Turkey Ham 1 oz	Peanut Butter 2 oz	Oatmeal Breakfast 1/48 cut	Peanut Butter 2 oz	Biscuit 1/48 cut	Muffin 1/48 cut
Peanut Butter 1 oz	1%Milk 1/2 pint	1%Milk 1/2 pint	Cake 1/2 pint	1%Milk 1/2 pint	Jelly 1/2oz	Peanut Butter 1 oz
Jelly 1/2 oz					1%Milk 1/2 pint	Jelly 1/2 oz
1%Milk 1/2 pint						1%Milk 1/2 pint
Lunch						
Turkey 3oz	Turkey Ham 1 oz	Turkey Salami 1 oz	Peanut Butter 1 oz	Baked Turkey 1 oz	Turkey Ham 3 oz	Turkey Salami 3 oz
100% Whole Wheat 2 slices	Cheese Slice 1 slice	Cheese Slice 1 slice	Jelly 1/2 oz	Cheese Slice 1 slice	100% Whole Wheat 2 slices	100% Whole Wheat 2 slices
Bread Bimbo 28g	100% Whole Wheat 2 slices	100% Whole Wheat 2 slices	100% Whole Wheat 2 slices	100% Whole Wheat 2 slices	Bread Bimbo 28g	Bread Bimbo 28g
Mustard PC 1 each	Bread Bimbo 28g	Bread Bimbo 28g	Bread Bimbo 28g	Bread Bimbo 28g	Sandwich Salad 1 each	Mustard PC 1 each
Bean Salad 1/2 Cup	Mustard PC 1 each	Mustard PC 1 each	Carrots & Celery 1/2 cup	Mustard PC 1 each	Dressing PC	Carrots & Celery 1/2 cup
Fresh Orange 1 each	Carrot Sticks 1/2 cup	Bean Salad 1/2 Cup	Fresh Orange 1 each	Carrot Sticks 1/2 cup	Bean Salad 1/2 Cup	Fresh Orange 1 each
Sandwich Cookie 4 each	Fresh Orange 1 each	Fresh Orange 1 each	Sandwich Cookie 4 each	Fresh Orange 1 each	Sandwich Cookie 4 each	Sandwich Cookie 4 each
1%Milk 1/2 pint	Sandwich Cookie 4 each	Sandwich Cookie 4 each	1%Milk 1/2 pint	Sandwich Cookie 4 each	Fresh Orange 1 each	1%Milk 1/2 pint
	1%Milk 1/2 pint	1%Milk 1/2 pint		1%Milk 1/2 pint	1%Milk 1/2 pint	
Dinner						
Macaroni & Cheese wT.Ham 10 oz	Baked Chicken 1 each	Taco Meat 4oz	Italian Pasta Bake 10 oz	Breaded Chicken Patty 1 each	Hot Dog 2 each	100% Beef Patty 3 oz 1 each
Oven Browned Potatoes 1 cup	Fluffy Rice 1 cup	Mexican Beans 1 cup	Seasoned Beans 1/2 cup	Gravy 2fl oz	Hot Dog Bun 2 each	Cheese Slice 1 slice
Green Beans 1/2 cup	Peas 1/2 cup	Cheese Cheddar 1/2 oz	Green Beans 1/2 cup	Seasoned Beans 1 cup	BBQ Beans 3/4 cup	Hamburger Bun 1 each
Southern Cornbread 1/48 cut	Coleslaw 1/2 cup	Corn 1/2 cup	Biscuit 1/48 cut	Mixed Vegetables 1/2 cup	Lettuce Salad 1 cup	Baked Beans 1 cup
Whipped Margarine 1/4 oz	100% Whole Wheat 2 slices	Shredded lettuce 1/4 cup	Whipped Margarine 1/4 oz	Southern Cornbread 1/48 cut	Salad Dressing 1/2 oz	Oven Browned Potatoes 1/2 oz
Dessert Bar 1/48 cut	Bread Bimbo 28g	Tortilla Flour 2 each	Frosted Bar 1/48 cut	Whipped Margarine 1/4 oz	Ketchup 1/2 oz	Mustard 1/2 oz
1%Milk 1/2 pint	Whipped Margarine 1/4oz	Cookie 2oz	1%Milk 1/2 pint	Dessert Bar 1/48 cut	Mustard 1/2 oz	Ketchup 1/2 oz
Drink Vitamin 8 fl oz	Frosted Bar 1/48 cut	1%Milk 1/2 pint	Drink Vitamin 8fl oz	1%Milk 1/2 pint	Frosted Bar 1/48 cut	Oatmeal Cookie 2 oz
Fortified Bulk	1%Milk 1/2 pint	Drink Vitamin 8fl oz	Fortified Bulk	Drink Vitamin 8 fl oz	1%Milk 1/2 pint	1%Milk 1/2 pint
	Drink Vitamin 8fl oz	Fortified Bulk		Fortified Bulk	Drink Vitamin 8 fl oz	Drink Vitamin 8 fl oz
	Fortified Bulk				Fortified Bulk	Fortified Bulk

Dietary Consultant

Approval Date

Summit: Corrections

Proposal CA - Sonoma County

Enhanced Regular

Week3

Monday Breakfast	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Fresh Fruit 1 each Cold Cereal 1 cup Sugar PC 1 each Peanut Butter 1 oz Hard Boiled Egg 1 each Biscuit 1/48 cut Jelly 1/2 oz 1%Milk 1/2 pint	Fresh Fruit 1 each Hot Cereal wButter & Sugar 1cup Sugar PC 1 each Scrambled Eggs 1/2 cup Baked T.Ham 1 oz Coffee Cake 1/48 cut Peanut Butter 1 oz 1%Milk 1/2 pint	Fresh Fruit 1 each Cold Cereal 1 cup Sugar PC 1 each Peanut Butter 2oz Muffin 1/48 cut Jelly 1/2oz 1%Milk 1/2 pint	Fresh Fruit 1 each Cold Cereal wButter & Sugar 1 cup Sugar PC 1 each Pancake Bake 21/48 cut Syrup 2 fl oz Peanut Butter 1 oz Baked T.Ham 1 oz 1%Milk 1/2 pint	Fresh Fruit 1 each Cold Cereal 1 cup Sugar PC 1 each Peanut Butter 2 oz Coffee Cake 1/48 cut 1%Milk 1/2 pint	Fresh Fruit 1 each Hot Cereal wButter & Sugar 1 cup Sugar PC 1 each Scrambled Eggs 1/2 cup Breakfast Patty 1 each Biscuit 1/48 cut Peanut Butter 1 oz Jelly 1/2 oz 1%Milk 1/2 pint	Fresh Fruit 1 each Cold Cereal 1 cup Sugar PC 1 each Peanut Butter 1 oz Turkey Bologna 1 oz Muffin 1/48 cut Jelly 1/2 oz 1%Milk 1/2 pint
Lunch						
Turkey 3 oz 100% Whole Wheat Bread Bimbo 28g 2 slices Mustard PC 1each Bean Salad 2/3 cup Fresh Orange 1 each Sandwich Cookie 4each 1%Milk 1/2 pint	Turkey Ham 1 oz Cheese Slice 1 slice 100% Whole Wheat Bread Bimbo 28g 2 slices Mustard PC 1 each Carrot Sticks 1/2 cup Fresh Orange 1 each Sandwich Cookie 4each 1%Milk 1/2 pint	Turkey Salami 1 oz Cheese Slice 1 slice 100% Whole Wheat Bread Bimbo 28g 2 slices Mustard PC 1 each Bean Salad 1/2 Cup Fresh Orange 1 each Sandwich Cookie 4 each 1%Milk 1/2 pint	Peanut Butter 1 oz Jelly 1/2 oz 100% Whole Wheat Bread Bimbo 28g 2 slices Carrots & Celery 1/2 cup Fresh Orange 1 each Sandwich Cookie 4each 1%Milk 1/2 pint	Baked Turkey 1 oz Cheese Slice 1 slice 100% Whole Wheat Bread Bimbo 28g 2 slices Mustard PC 1 each Carrot Sticks 1/2 cup Fresh Orange 1 each Sandwich Cookie 4 each 1%Milk 1/2 pint	Turkey Ham 3 oz 100% Whole Wheat Bread Bimbo 28g 2 slices Sandwich Salad 1 each Dressing PC 1/2 Cup Bean Salad 1/2 Cup Sandwich Cookie 4 each Fresh Orange 1 each 1%Milk 1/2 pint	Turkey Salami 3 oz 100% Whole Wheat Bread Bimbo 28g 2 slices Mustard PC 1 each Carrots & Celery 1/2 cup Fresh Orange 1 each Sandwich Cookie 4 each 1%Milk 1/2 pint
Dinner						
Turkey & Noodle Casserole 10oz Lettuce Salad 1cup Salad Dressing 1/2oz 100% Whole Wheat Bread Bimbo 28g 2 slices Whipped Margarine 1/4oz Frosted Bar 1/48 cut 1%Milk 1/2 pint Drink Vitamin 8 fl oz Fortified Bulk	Baked Chicken 1 each Seasoned Beans 1/2 cup Mixed Vegetables 1/2 cup Biscuit 1/48 cut Whipped Margarine 1/4oz Cookie 2oz 1%Milk 1/2 pint Drink Vitamin 8floz Fortified Bulk	Salisbury Steak 1 each Gravy 2 fl oz Boston Baked Beans 1/2 cup Lettuce Salad 1 cup Salad Dressing 1/2 oz Southern Cornbread 1/48 cut Whipped Margarine 1/4 oz Chocolate Chip Cookie 1 oz 1%Milk 1/2 pint Drink Vitamin 8 fl oz Fortified Bulk	Hot Dog 2 each Hot Dog Bun 2 each Rotini Noodles 1 cup Mixed Vegetables 1cup Ketchup 1/2 oz Mustard 1/2 oz Frosted Cake 1/48 cut 1%Milk 1/2 pint Drink Vitamin 8 fl oz Fortified Bulk	Turkey Stew 10oz Fluffy Rice 1 cup Spinach 1Cup Biscuit 1/48 cut Whipped Margarine 1/4 oz Frosted Bar 1/48 cut 1%Milk 1/2 pint Drink Vitamin 8fl oz Fortified Bulk	Italian Meat Sauce 3/4 cup Spaghetti Noodles 1 cup Lettuce Salad 1 cup Salad Dressing 1/2 oz 100% Whole Wheat Bread Bimbo 28g 2 slices Whipped Margarine 1/4oz Cookie 2 oz 1%Milk 1/2 pint Drink Vitamin 8 fl oz Fortified Bulk	Mexican Pie 10oz Seasoned Beans 1 cup Mexican Corn 1/2 cup Southern Cornbread 1/48 cut Whipped Margarine 1/4 oz Frosted Bar 1/48 cut 1%Milk 1/2 pint Drink Vitamin 8 fl oz Fortified Bulk

Dietary Consultant _____

Approval Date _____

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast						
Fresh Fruit 1 each	Fresh Fruit 1 each	Fresh Fruit 1 each	Fresh Fruit 1 each	Fresh Fruit 1 each	Fresh Fruit 1 each	Fresh Fruit 1 each
Hot Cereal wButter & Sugar 1 cup	Cold Cereal 1 cup	Hot Cereal wButter & Sugar 1 cup	Cold Cereal 1 cup	Hot Cereal wButter & Sugar 1 cup	Cold Cereal 1 cup	Hot Cereal wButter & Sugar 1 cup
Sugar PC 1 each	Sugar PC 1 each	Sugar PC 1 each	Sugar PC 1 each	Sugar PC 1 each	Sugar PC 1 each	Sugar PC 1 each
Scrambled Eggs 1/2 cup	Coffee Cake 1/48 cut	French Toast Bake 2 slices	Peanut Butter 1 oz	Sausage Gravy 6 oz	Peanut Butter 1 oz	Scrambled Eggs 1/2 cup
Baked T.Ham 1 oz	Peanut Butter 1 oz	Syrup 2 fl oz	Turkey Ham 1 oz	Biscuit 21/48 cut	Turkey Ham 1 oz	Baked T.Bologna 1 oz
Biscuit 1/48 cut	Turkey Ham 1 oz	Peanut Butter 2oz	Oatmeal Breakfast 1/48 cut	Peanut Butter 2 oz	Biscuit 1/48 cut	Muffin 1/48 cut
Peanut Butter 1 oz	1%Milk 1/2 pint	1%Milk 1/2 pint	1%Milk 1/2 pint	1%Milk 1/2 pint	Jelly 1/2 oz	Peanut Butter 1 oz
Jelly 1/2 oz					1%Milk 1/2 pint	Jelly 1/2 oz
1%Milk 1/2 pint						1%Milk 1/2 pint
Lunch						
Turkey 3 oz	Turkey Ham 1 oz	Turkey Salami 1 oz	Peanut Butter 1 oz	Baked Turkey 1 oz	Turkey Ham 3 oz	Turkey Salami 3 oz
100% Whole Wheat Bread Bimbo 28g 2 slices	Cheese Slice 1 slice	Cheese Slice 1 slice	Jelly 1/2 oz	Cheese Slice 1 slice	100% Whole Wheat Bread Bimbo 28g 2 slices	100% Whole Wheat Bread Bimbo 28g 2 slices
Mustard PC 1 each	100% Whole Wheat Bread Bimbo 28g 2 slices	100% Whole Wheat Bread Bimbo 28g 2 slices	100% Whole Wheat Bread Bimbo 28g 2 slices	100% Whole Wheat Bread Bimbo 28g 2 slices	Sandwich Salad 1 each	Mustard PC 1 each
Bean Salad 1/2 Cup	Mustard PC 1 each	Mustard PC 1 each	Carrots & Celery 1/2 cup	Mustard PC 1 each	Dressing PC 1 each	Carrots & Celery 1/2 cup
Fresh Orange 1 each	Carrot Sticks 1/2 cup	Bean Salad 1/2 Cup	Fresh Orange 1 each	Carrot Sticks 1/2 cup	Bean Salad 2/3 cup	Fresh Orange 1 each
Sandwich Cookie 4 each	Fresh Orange 1 each	Fresh Orange 1 each	Sandwich Cookie 4 each	Fresh Orange 1 each	Sandwich Cookie 4 each	Sandwich Cookie 4 each
1%Milk 1/2 pint	Sandwich Cookie 4 each	Sandwich Cookie 4 each	1%Milk 1/2 pint	Sandwich Cookie 4 each	Fresh Orange 1 each	1%Milk 1/2 pint
	1%Milk 1/2 pint	1%Milk 1/2 pint		1%Milk 1/2 pint	1%Milk 1/2 pint	
Dinner						
Baked Chicken 1 each	Spanish Rice 10 oz	Baked T.Ham 3 oz	Turkey Jambalaya 10oz	Hot Dog 2 each	Macaroni & Cheese 10 oz	Red Beans & Rice 10 oz
Fluffy Rice 1 cup	Casserole	Gravy 2oz	Fluffy Rice 1 cup	Hot Dog Bun 2 each	WT.Ham	Coleslaw 1/2 cup
Lettuce Salad 1 cup	Bean Salad 1/2 Cup	Buttered Mashed Potatoes 1 cup	Carrots 1 cup	Boston Baked Beans 1 cup	Candied Carrots 1 cup	100% Whole Wheat Bread Bimbo 28g 2 slices
Salad Dressing 1/2oz	Spinach 1/2 cup	Candied Carrots 1/2 cup	Biscuit 1/48 cut	Peas 1/2 cup	100% Whole Wheat Bread Bimbo 28g 2 slices	Whipped Margarine 1/4 oz
100% Whole Wheat Bread Bimbo 28g 2 slices	Southern Cornbread 1/48 cut	Biscuit 1/48 cut	Whipped Margarine 1/4oz	Ketchup 1/2 oz	Whipped Margarine 1/4oz	Frosted Bar 1/48 cut
Whipped Margarine 1/4oz	Whipped Margarine 1/4oz	Whipped Margarine 1/4 oz	Frosted Cake 1/48 cut	Mustard 1/2 oz	Frosted Bar 1/48 cut	1%Milk 1/2 pint
Dessert Bar 1/48 cut	Frosted Bar 1/48 cut	Frosted Bar 1/48 cut	1%Milk 1/2 pint	Cookie 2 oz	1%Milk 1/2 pint	Drink Vitamin 8 fl oz
1%Milk 1/2 pint	1%Milk 1/2 pint	1%Milk 1/2 pint	Drink Vitamin 8 fl oz	1%Milk 1/2 pint	Drink Vitamin 8 fl oz	Fortified Bulk
Drink Vitamin 8 fl oz	Drink Vitamin 8 fl oz	Drink Vitamin 8 fl oz	Fortified Bulk	Drink Vitamin 8 fl oz	Fortified Bulk	
Fortified Bulk	Fortified Bulk	Fortified Bulk		Fortified Bulk		

Dietary Consultant _____

Approval Date _____

Summit: Corrections

Proposal CA - Sonoma County

Court Sack Meal

Week 1

Monday Lunch		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz
100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices
Mustard PC	2each	Mustard PC	2 each	Mustard PC	2each	Mustard PC	2each	Mustard PC	2 each	Mustard PC	2 each	Mustard PC	2 each
Carrot Sticks	1 cup	Carrot Sticks	1 cup	Carrot Sticks	1 cup	Carrot Sticks	1 cup	Carrot Sticks	1 cup	Carrot Sticks	1cup	Carrot Sticks	1 cup
Sandwich Cookie	2 each	Sandwich Cookie	2 each	Sandwich Cookie	2 each	Sandwich Cookie	2 each	Sandwich Cookie	2 each	Sandwich Cookie	2 each	Sandwich Cookie	2 each
1%Milk	1/2 pint	1%Milk	1/2 pint	1%Milk	1/2 pint	1%Milk	1/2 pint	1%Milk	1/2 pint	1%Milk	1/2 pint	1%Milk	1/2 pint

Dietary Consultant _____

Approval Date _____

Monday Lunch		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4 oz
100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices
Mustard PC	2each	Mustard PC	2 each	Mustard PC	2 each	Mustard PC	2 each	Mustard PC	2 each	Mustard PC	2each	Mustard PC	2 each
Carrot Sticks	1cup	Carrot Sticks	1 cup	Carrot Sticks	1cup	carrot Sticks	1 cup	Carrot Sticks	1 cup	Carrot Sticks	1 cup	Carrot Sticks	1 cup
Sandwich Cookie	2each	Sandwich Cookie	2 each	Sandwich Cookie	2 each	Sandwich Cookie	2 each	Sandwich Cookie	2each	Sandwich Cookie	2each	Sandwich Cookie	2 each
1%Milk	1/2 pint	1%Milk	1/Z. pint	1%Milk	1/Z. pint	1%Milk	1/2 pint	1%Milk	1/2. pint	1%Milk	1/2. pint	1%Milk	1/2. pint

Dietary Consultant _____

Approval Date _____

Monday Lunch		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz
100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices
Mustard PC	2 each	Mustard PC	2each	Mustard PC	2 each	Mustard PC	2each	Mustard PC	2 each	Mustard PC	2 each	Mustard PC	2 each
Carrot Sticks	1cup	Carrot Sticks	1 cup	Carrot Sticks	1 cup	Carrot Sticks	1 cup	Carrot Sticks	1 cup	Carrot Sticks	1 cup	Carrot Sticks	1 cup
Sandwich Cookie	2each	Sandwich Cookie	2each	Sandwich Cookie	2 each	Sandwich Cookie	2each	Sandwich Cookie	2 each	Sandwich Cookie	2 each	Sandwich Cookie	2 each
1%Milk	1/2 pint	1%Milk	1/2 pint	1%Milk	1/2 pint	1%Milk	1/2 pint	1%Milk	1/2 pint	1%Milk	1/2 pint	1%Milk	1/2 pint

Dietary Consultant _____

Approval Date _____

Monday Lunch		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz	Turkey Bologna	4oz
100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices	100% Whole Wheat Bread Bimbo 28g	4 slices
Mustard PC	2each	Mustard PC	2 each	Mustard PC	2 each	Mustard PC	2 each	Mustard PC	2 each	Mustard PC	2 each	Mustard PC	2 each
Carrot Sticks	1cup	Carrot Sticks	1 cup	Carrot Sticks	1cup	Carrot Sticks	1 cup	Carrot Sticks	1 cup	Carrot Sticks	1 cup	Carrot Sticks	1 cup
Sandwich Cookie	2each	Sandwich Cookie	2 each	Sandwich Cookie	2 each	Sandwich Cookie	2 each	Sandwich Cookie	2 each	Sandwich Cookie	2 each	Sandwich Cookie	2 each
1%Milk	1/2 pint	1%Milk	1/2 pint	1%Milk	1/2 pint	1%Milk	1/2 pint	1%Milk	1/2 pint	1%Milk	1/2 pint	1%Milk	1/2 pint

Dietary Consultant _____

Approval Date _____

EXHIBIT B Staffing

1. Contractor shall maintain the staffing coverage shown below as the minimum staffing level. Staffing levels assigned between the Main Adult Detention Facility (MADF) and North County Detention Facility (NCDF) may be adjusted in accordance with the average daily population at each facility. Any adjustments shall be made in coordination with Sheriff Designee.
2. Notwithstanding the minimum staffing level, it is the responsibility of Contractor to supply adequate staff and other resources necessary to provide all inmate food and commissary management services.
3. Contractor shall provide SCSO contractor administrator a monthly list of all vacant positions. Contractor shall provide a detailed accounting of hours worked each month and apply any credits for unfilled hours to the current billing cycle.

Staffing Plan

Position	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Wage	Hours Worked
Food Service Director			8a-4p	8a-4p	8a-4p	8a-4p	8a-4p	\$70,720 Annually	40
Kitchen Supervisor	4a-12p	4a-12p	4a-12p	4a-12p	4a-12p			\$25.00 per hour	40
Kitchen Supervisor	11a-7p	11a-7p	11a-7p	11a-7p	11a-7p			\$25.00 per hour	40
Kitchen Supervisor	9a-5p	9a-5p			9a-5p	4a-12p	4a-12p	\$25.00 per hour	40
Kitchen Supervisor/ ODR Supervisor			9a-5p	9a-5p	9a-5p	9a-5p	9a-5p	\$25.00 per hour	40

Two Kitchens:

The above staffing plan provides for the operation of two kitchens, at least one supervisor per shift at both kitchen facilities. Contractor will assign an Assistant Food Service Director at the second facility to ensure consistency, oversight and quality control.

One Kitchen:

At the request of Contractor, and mutually agreed in writing, Contractor shall have the ability to adjust staffing levels from the above staffing plan when only one kitchen is in operation.

EXHIBIT C

Contractors Specified Security Clearance Requirements and Procedures

1. Contractor must submit a list of employees who will be working in the Main Adult Detention Facility (MADF) and the North County Detention Facility (NCDF), hereinafter "detention facilities," to the designated SCSO representative at least two weeks in advance of entry to allow time for background security checks to be completed. In exigent circumstances, exceptions will be reviewed and approved on a case-by-case basis. For purposes of clarification, all staff employed by, or under contract to Contractor, who provides services within the detention facilities, shall be referred to as Contractor Workers.
2. Contractor shall provide the full name, date of birth, driver license, social security number, and a physical description of all Contractor Workers who will require access to the detention facilities, to the designated Detention Representative, for the purposes of identification and to conduct the background security checks.
3. All Contractor Workers must receive security clearance from the designated Detention Representative prior to being permitted access to detention facilities; Contractor Workers with prior felony convictions, extensive criminal histories, recent convictions, or any pending charges may be denied entrance into the detention facilities.
4. All Contractor Workers submitted for clearance shall be checked for outstanding warrants. Any active warrants attributed to Contractor Workers may result in the arrest of the subject.
5. No Contractor Worker under 18 years of age shall be admitted to the detention facilities.
6. Contractor Workers who have in their possession firearms, explosives, or any other weapon, as defined under Penal Code Section 171b, shall not be allowed to enter the detention facilities, and may be subject to arrest.
7. Contractor Workers who have in their possession alcoholic beverages will not be allowed to enter the detention facilities, and may be subject to arrest.
8. Contractor Workers under the influence of drugs or alcoholic beverages will not be allowed to enter the detention facilities, and may be subject to arrest.
9. Umbrellas, picket knives, scissors, metal nail filers, or other objects that could be used as weapons are not allowed within the secure perimeter of the detention facilities, with the exception of tools required to install, remove or repair the equipment the Contractor Worker is authorized to service.

10. Contractor Workers entering the detention facilities shall not give anything to any inmate nor shall they take anything from any inmate without prior approval from authorized detention staff.
11. No smoking is permitted within the detention facilities. Contractor Workers may not bring any tobacco products into the detention facilities.
12. Contractor Workers entering the detention facilities shall not lean, exchange, borrow, do favors for, or enter into any business transactions with any inmate.
13. Contractor Workers will proceed directly to their designated work areas within the detention facilities. Anyone found loitering in unauthorized areas may be escorted from the facilities and may have his/her security clearance revoked.
14. For the safety of all persons, the SCSO does not allow any inmate to escape in exchange for the release of hostages. All means will be used to ensure the safe release of hostages, with the exception of giving hostage takers weapons or additional hostages, or allowing hostage takers to escape.
15. Detention staff are responsible for security. If directed by authorized detention staff to take any action (leave the area, secure tools, etc.), all Contractor Workers are required to immediately comply, without question.
16. Tools may be inventoried prior to entering the detention facilities, and again upon leaving the facilities. Only tools required to complete the specified work may be brought into the facilities. All tools must be secured before leaving the work area.
17. All Contractor Workers must attend a security briefing session before they are authorized to work unescorted, inside the detention facilities.
18. Contractor and all Contractor Workers who provide services under the agreement shall comply with all other SCSO detention facilities security procedures and protocols, and other security measures deemed necessary by the SCSO.

EXHIBITD
Rates

Enhanced 2,800 Inmate Menu
Cold/Hot Hybrid Breakfast, Cold Lunch, Hot Dinner
Staffing (1) Manager, (4) Cooks
Wage Rate \$25 per hour for hourly Cooks

MEAL PRICE MATRIX	
INMATE POPULATION	PRICE PER MEAL
< 500	TBD
500-549	\$2.150
550 - 599	\$2.059
600 - 649	\$1.984
650 - 699	\$1.922
700-749	\$1.869
750-799	\$1.823
800- 849	\$1.784
850- 899	\$1.749
900-949	\$1.718
950 999	\$1.691
1000- 1049	\$1.666
1050-1099	\$1.647
1100- 1149	\$1.631
1150-1199	\$1.616
1200- 1249	\$1.603
1250- 1299	\$1.591
1300- 1349	\$1.581
1350- 1399	\$1.571
1400- 1449	\$1.563
145 - 1499	\$1.556
1500 +	\$1.550

Payments, Due Dates, Method and Late Payment Penalty

Contractor shall issue an invoice at the end of each month showing number of meals served by category, and amounts due. County shall pay the full invoice amount within thirty (30) days from the issuance of the invoice and determination by the County that the services have been satisfactorily completed. Payment Method shall be electronic via AFT/ACH transfer or another acceptable electronic method agreed upon between the parties.

COMMISSARY SERVICES

Contractor shall provide software, software maintenance, software updates, commissary shipping and all other costs associated with commissary at no cost to County.

Commission Paid to County

Service	Commission Paid to County
Tablet or Phone Ordering Solution	50%
Pod Kiosk Ordering Solution	46%
Online Gift Pack Sales	20%
Fresh Express Fresh Food Program	15%

*Commissary Intake kits - Commissary Intake kits sold to inmates shall be \$2.30 per kit with no markup to inmate.

Fee Structure

Service	Fee	Description
Lobby Kiosk Deposit	\$3.25 or 10%	Flat or percentage fee, whichever is greater for credit/debit card deposits
Web Deposit	\$3.25 or 10%	Flat or percentage fee, whichever is greater for credit/debit card deposits
Debit Phone Time Purchase	Waived	
Inmate Debit Card	\$0	Zero fee to load and fund card for the inmate and facility. The inmate has 72 hours to use card with no weekly maintenance fee.

Cost Sharing

Contractor will share the cost of infrastructure upgrades required to install Contractor's equipment throughout SCSO detention facilities. Contractor's cost sharing commitment of 50% will not exceed \$50,000 and will require documentation by the County to include estimates and invoices showing actual costs.

Donation

Contractor shall provide the Sonoma County Law Enforcement Association (SCLEA) with an annual donation for scholarships, in an amount approximately equal to revenue lost as a result of removal of vending machines in the staff dining area. The amount will be mutually agreed upon, based on documentation of past revenue, in an amount not-to exceed \$2,000 annually.

EXHIBITE
(Modified Template #8)
INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for Contractor to maintain insurance after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance
 - a. Required if Contractor has employees as defined by the Labor Code of the State of California.
 - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - d. *Required Evidence of Insurance:* Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$2,000,000 per Occurrence; \$5,000,000 General Aggregate; \$5,000,000 Products/Completed Operations Aggregate. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in

- any action involving the County.
- d. Insurance shall be continued for one (1) year after delivery of product(s).
 - e. The County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of distribution of Contractor's products (ISO endorsement CG 20 15 "Additional Insured.Vendors" or equivalent). Additional insured status shall continue for (1) year after delivery of product(s).
 - f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
 - h. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - i. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limits: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
 - b. Insurance shall cover all owned, hired and non-owned vehicles.
 - c. *Required Evidence of Insurance:* Certificate of insurance.
4. Standards for Insurance Companies
- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
5. Documentation
- a. The Certificate of Insurance must include the following reference: County of Sonoma Inmate Food Service Management Services.
 - b. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1-3 above.
 - c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
County of Sonoma Sheriff's Office
Detention Division
2796 Ventura Avenue
Santa Rosa, CA 95403
 - d. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

6. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Contractor fails to maintain insurance coverage which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

EXHIBIT F
TECHNICAL SUPPORT SERVICES

Table of Contents

F-1	Definitions, Maintenance, Software Installation, Network Availability, Servers, and Data Ownership
F-2	Equipment List
F-3	Timeframes for Support Services Provided By Contractor
F-4	Technical Support Contact Information

**F-1 DEFINITIONS, MAINTENANCE, SOFTWARE INSTALLATION,
NETWORK AVAILABILITY, SERVERS, AND DATA OWNERSHIP**

1. DEFINITIONS

1.1 "Documentation" means the written materials, including instructions, rules, guidelines, manuals, and/or procedures, associated with the Software that Contractor generally makes available to its licensees of such Software.

1.2 "Error" means a reproducible defect or combination of defects in the Software that results in a failure of the Software, when used in accordance with Contractor's instructions (including, without limitation, the applicable Documentation), to function substantially in accordance with the Specifications. As used hereunder, a producible defect will mean a defect that Contractor can reproduce using the most recent version of the Software, as delivered by Contractor to County.

1.3 "Error Correction" means either (a) a bug fix, patch, or other modification or addition that, when made or added to the Software, corrects an Error, or (b) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on County.

1.4 "Hardware" means the hardware provided to the County for use during this agreement from Contractor described in Exhibit F-2.

1.5 "Maintenance Release" means a subsequent version of the Software that includes Error Corrections and/or Upgrades.

1.6 "Software" means the computer program(s) licensed by Contractor to County in connection with the sale of, and for use with, the Hardware described in Exhibit F-2.

1.7 "Specifications" means the technical specifications for the Software as set forth in the applicable Documentation.

1.8 "Support Services" means the support and maintenance services provided by Contractor pursuant to this Agreement, as further described herein.

1.9 "Support Services Term" means the term of this Agreement, as set forth in the body of this Agreement.

1.10 "Technical Contact" means the person or persons designated by County on Exhibit F-4, attached hereto, as the initial interface for Error reporting for the Software, fault reporting for the Hardware and any other service requests.

1.11 "Upgrade" means a revision of the Software released by Contractor during the Support Services Term generally to its end user customers receiving maintenance and support services from Contractor, which revision adds new and different functions to the

Software or increases the capacity of the Software to process information. "Upgrade" does not include the release of a new product or added features for which Contractor generally imposes a separate charge. If a question arises as to whether a product offering is an Upgrade or a new product or feature, Contractor's opinion will prevail, provided that Contractor treats the product offering as a new product or feature for its end user customers generally.

2. HARDWARE MAINTENANCE

2.1 Hardware Faults. During the Support Services Term, on the terms and conditions of this Agreement, Contractor shall repair or replace without charge to County any part of the Hardware found to be faulty by reason of defective material, design or workmanship ("**Hardware Faults**"). Hardware Faults are classified as follows:

2.2 Fault Reporting. Contractor will provide County with telephone support and email address for the Hardware during the hours delineated in Exhibit F-3. Hardware Faults and all other requests for hardware support will be reported by County through County's Technical Contact to Contractor at the suppmi number or email as set forth on Exhibit F-1, as may be revised by Contractor from time to time. Each such report will be accompanied or followed by sufficient information to enable Contractor to determine the nature of the Hardware Fault.

2.3 Response. Contractor will use commercially reasonable efforts to respond to hardware support requests based on the timeline delineated in Exhibit F-3. Contractor will determine, in its sole discretion, the manner in which it will repair or replace the Hardware. If the nature of the Hardware Fault requires an on-site visit by Contractor, County will work with Contractor to provide access to such Hardware.

Hardware Fault severity is classified as follows:

- (a) Priority 1: The Hardware fault renders inoperative to the point that the equipment is not functioning and/or users are unable to use functions of the equipment as provided in this contract.
- (b) Priority 2: The Hardware Fault affects the performance of the Hardware, or restricts County's use of the Hardware.

Contractor will pay all shipping costs required to ship the faulty Hardware to and from County.

3. SOFTWARE MAINTENANCE

3.1 Error Reporting. Contractor will provide County with telephone support and email address for Software during the hours delineated in Exhibit F-3. Each Error experienced by County related to County's use of the Software and all other Software support requests

will be reported by County through County's Technical Contact to the Contractor at the support number or email address set forth on Exhibit F-4, as may be revised by Contractor from time to time.

3.2 Response. Contractor will use commercially reasonable efforts to respond to Software support requests based on the timeline delineated in Exhibit F-3. Contractor will acknowledge each such reported Error via telephone or email to the Technical Contact and will use commercially reasonable efforts consistent with the severity of the Error to reproduce and verify reported Errors and provide Error Corrections therefore.

Error severity is classified as follows:

- (a) Priority 1: The Error renders the Software inoperative to the point that the use of the software is prevented and/or users are unable to use software as provided in this contract.
- (b) Priority 2: The Error affects the performance of the Software, or restricts County's use of the Software (for example, important Software features are unavailable; but there is a temporary, acceptable workaround as deemed by the County).

4. MAINTENANCE RELEASES

During the Support Services Term, Contractor will provide County with Maintenance Releases if, as, and when Contractor makes any such Maintenance Releases generally available to its end user customers receiving maintenance and support services from Contractor. Contractor will provide modified Documentation reflecting Maintenance Releases to the Software, as available. It is generally understood that software releases may take place every 6 months as recommended by the Contractor.

5. SOFTWARE INSTALLATION AND SECURITY PATCHES

Contractor will install all Error Corrections, Upgrades, and/or Maintenance Releases furnished by Contractor on Contractor supplied, managed, or owned equipment.

Contractor will work with County to receive temporary administrative access in order for the Contractor to install all Error Corrections, Upgrades, and/or Maintenance Releases furnished by Contractor on County supplied, managed, or owned equipment.

Contractor will install all Operating System "Critical Updates" within 7 days of release and "Security Patches" within 30 days of release on all Contractor supplied, managed, or owned equipment.

Contractor will only use equipment capable of running actively supported Operating Systems and within the Operating System Vendor's published Product and Services Lifecycle.

Contractor is responsible for all shipping costs in connection with Hardware Upgrades or Maintenance Releases.

6. NETWORK AVAILABILITY

County will provide access to existing Wireless (Wi-Fi) network infrastructure for the use of Contractor equipment. If County owned Wi-Fi is utilized by the Contractor, the County will provide security and usage information and policies. Any violation of these industry-standard security and usage policies, as deemed by the County, may result in revocation of this network access.

County will provide access to existing communication or electrical closets for the purposes of locating Contract networking equipment and Contractor network infrastructure as long as this access does not create security or safety issues for the County, as determined by the County.

County may provide access to existing Category-6A or Fiber Optic cabling for contractor equipment.

County will create network Virtual Local Area Networks (VLANs) within the existing County network for the purposes of hosting Contractor equipment like servers. The County will provide security and usage information and policies to the Contractor. Any violation of these industry-standard security and usage policies, as deemed by the County, may result in revocation of this network access.

6. SERVERS

Contractor will provide two physical servers for hosting Contractor software. County will provide rack space in existing 4-post racks and the required power to support the Contractor's servers.

As noted in Exhibit F-1.5, Contractor is responsible to apply operation system, security, and application upgrades and patches.

As noted in Exhibit F-1.2, Contractor will monitor diagnosis, repair or replace server equipment as needed and in accordance of Time Frames for Maintenance noted in Exhibit F-3.

Contractor will develop a server replacement plan that will incorporate replacement of server equipment when it reaches its expected useful lifecycle or 5 years, whichever comes first.

Contractor provided servers will remain property of the Contractor.

6. DATA OWNERSHIP

All data entered or provided by the County, its employees, its inmates, and agents is confidential and property of the County. It may be used by the Contractor as pursuant to the services provided by this agreement. Upon termination of this or subsequent agreements, all data shall be returned to the County in a format that is usable by the County. The Contractor will delete and wipe all County owned data from Contractor equipment, Contractor servers, and Contractor databases anywhere it is located.

County may ask in writing that the Contractor can attest to the completion of this destruction requirement.

F-2 EQUIPMENT LIST

1. Contractor shall provide and maintain two (2) servers stored on-site at Sonoma County Sheriff's Office (SCSO), 2796 Ventura Avenue, Santa Rosa, CA 95403.
 - a. One will be used as a primary server.
 - b. One will be used as an on-site replacement or backup server as defined and configured by the Contractor.
2. Contractor shall provide 51 on-premise based Commissary Kiosks. Kiosks shall be located in housing units at the (MADF) and (NCDF).
 - a. Thirty-five (35) Main Adult Detention Facility, 2777 Ventura Avenue, Santa Rosa, CA 95403
 - b. Eight (8) North County Detention Facility, 2254 Ordinance Road, Santa Rosa, CA 95403.
3. Contractor shall provide one (1) Lobby Kiosk Payment System at the following SCSO location(s):
 - a. One (1) Main Adult Detention Facility, Lobby, 2777 Ventura Avenue, Santa Rosa, CA 95403
4. Contractor shall provide one (1) Debit Card Release Kiosk at the following SCSO location(s):
 - a. One (1) Main Adult Detention Facility, Lobby, 2777 Ventura Avenue, Santa Rosa, CA 95403
5. Contractor shall provide one (1) Staff Dining Room Equipment system at the following SCSO location(s):
 - a. One (1) Main Adult Detention Facility, Lobby, 2777 Ventura Avenue, Santa Rosa, CA 95403

F-3 TIME FRAMES FOR MAINTENANCE AND SUPPORT SERVICES PROVIDED BY CONTRACTOR

Category	Description of Services	Service Level
(2) Server(s) - Support available 24 hours a day, 7 days a week, 365 days a year.		
Hardware	Provide all "break/fix" trouble shooting and repair for Server Hardware Faults	<p>Contractor will use commercially reasonable efforts to:</p> <ul style="list-style-type: none"> • Provide a telephone response within 1 hour of receiving the Hardware Fault report. • For Priority 1 Hardware Faults Contractor will provide on-site response within 4 hours of Contractor's determination that issue cannot be resolved remotely. • For Priority 2 Hardware Faults Contractor will provide on-site response within 24 hours of Contractor's determination that issue cannot be resolved remotely. • If the hardware is not functional within 8 hours of Contractor's initiation of on-site assistance, Contractor will ship necessary replacement parts with 1 business day, at Contractor's expense.

Category	Description of Services	Service Level
Software	Perform all trouble shooting and repair for Errors	<p>Contractor will use commercially reasonable efforts to:</p> <ul style="list-style-type: none"> • Provide a telephone response within 1 hour of receiving the Error report. • For Priority 1 Errors Contractor will provide on-site response within 4 hours of Contractor's determination that issue cannot be resolved remotely. • For Priority 2 Errors, Contractor will provide on-site response within 24 hours of Contractor's determination that issue cannot be resolved remotely.
Backup	Schedule, monitor and perform regular data backups or images to reflect current server configurations.	Contractor will configure, schedule, and conduct full data backups to be performed at least once per day.
Restoration	Restoration to full functionality.	Contractor will use fastest and most reasonable efforts to collaborate with the County, in restoring the hardware, operating systems and software.
(51) Kiosks - Support available 24 hours a day, 7 days a week, 365 days a year.		
Hardware	Provide all "break/fix" trouble shooting and repair for Hardware Faults	Contractor will use commercially reasonable efforts to:

Category	Description of Services	Service Level
		<ul style="list-style-type: none"> • Provide a telephone response within 1 hour of receiving the Hardware Fault report. • For Priority 1 Hardware Faults Contractor will provide on-site response within 4 hours of Contractor's determination that issue cannot be resolved remotely. • For Priority 2 Hardware Faults Contractor will provide on-site response within 24 hours of Contractor's determination that issue cannot be resolved remotely. III If the hardware is not functional within 8 hours of Contractor's initiation of on-site assistance, Contractor will ship necessary replacement parts with 1 business day, at Contractor's expense.
Software	Perform all trouble shooting and repair for Errors	<p>Contractor will use commercially reasonable efforts to:</p> <ul style="list-style-type: none"> • Provide a telephone response within 1 hour of receiving the Error report. • For Priority 1 Errors Contractor will provide on-site response within 4 hours of Contractor's determination that issue cannot be resolved remotely. • For Priority 2 Errors, Contractor will provide on-site response within 24 hours

Category	Description of Services	Service Level
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Category	Description of Services	Service Level
(1) Lobby Kiosk(s) - Support available 24 hours a day, 7 days a week, 365 days a year.		
Hardware	Provide all "break/fix" trouble shooting and repair for Server Hardware Faults	<p>Contractor will use commercially reasonable efforts to:</p> <ul style="list-style-type: none"> • Provide a telephone response within 1 hour of receiving the Hardware Fault report. • For Priority 1 Hardware Faults Contractor will provide on-site response within 4 hours of Contractor's determination that issue cannot be resolved remotely. • For Priority 2 Hardware Faults Contractor will provide on-site response within 24 hours of Contractor's determination that issue cannot be resolved remotely. • If the hardware is not functional within 8 hours of Contractor's initiation of on-site assistance, Contractor will ship necessary replacement parts with 1 business day, at Contractor's expense.

Category	Description of Services	Service Level
Software	Perform all trouble shooting and repair for Errors	<p>Contractor will use commercially reasonable efforts to:</p> <ul style="list-style-type: none"> • Provide a telephone response within 1 hour of receiving the Error report. • For Priority 1 Errors Contractor will provide on-site response within 4 hours of Contractor's determination that issue cannot be resolved remotely. • For Priority 2 Errors, Contractor will provide on-site response within 24 hours

Category	Description of Services	Service Level
(1) Debit Card Release Kiosk- Support available 24 hours a day, 7 days a week, 365 days a year.		

Category	Description of Services	Service Level
Hardware	Provide all "break/fix" trouble shooting and repair for Server Hardware Faults	<p>Contractor will use commercially reasonable efforts to:</p> <ul style="list-style-type: none"> • Provide a telephone response within 1 hour of receiving the Hardware Fault report. • For Priority 1 Hardware Faults Contractor will provide on-site response within 4 hours of Contractor's determination that issue cannot be resolved remotely. • For Priority 2 Hardware Faults Contractor will provide on-site response within 24 hours of Contractor's determination that issue cannot be resolved remotely. • If the hardware is not functional within 8 hours of Contractor's initiation of on-site assistance, Contractor will ship necessary replacement parts with 1 business day, at Contractor's expense.

Category	Description of Services	Service Level
Software	Perform all trouble shooting and repair for Errors	<p>Contractor will use commercially reasonable efforts to:</p> <ul style="list-style-type: none"> • Provide a telephone response within 1 hour of receiving the Error report. • For Priority 1 Errors Contractor will provide on-site response within 4 hours of Contractor's determination that issue cannot be resolved remotely. • For Priority 2 Errors, Contractor will provide on-site response within 24 hours of Contractor's determination that issue cannot be resolved remotely.
Lockdown Software - Support available 24 hours a day, 7 days a week, 365 days a year.		
Software	Perform all trouble shooting and repair for Errors	<p>Contractor will use commercially reasonable efforts to:</p> <ul style="list-style-type: none"> • Provide a telephone response within 1 hour of receiving the Error report. • For Priority 1 Errors Contractor will provide on-site response within 4 hours of Contractor's determination that issue cannot be resolved remotely. • For Priority 2 Errors, Contractor will provide on-site response within 24 hours of Contractor's determination that issue cannot be resolved remotely.
Upgrades and/or Maintenance Releases	Perform all work associated with applying Upgrades.	Contractor will install Upgrades and/or Maintenance Releases as they become available following the completion of Contractor's compatibility testing. This is expected to be every 6 months.

Category	Description of Services	Service Level
		Installation of Upgrades and/or Maintenance Releases may be done remotely or on-site in coordination with County on County owned equipment.

Category	Description of Services	Service Level
1 Staff Dining Room Equipment - Support available 24 hours a day, 7 days a week, 365 days a year.		

Category	Description of Services	Service Level
Hardware	Provide all "break/fix" trouble shooting and repair for Server Hardware Faults	<p>Contractor will use commercially reasonable efforts to:</p> <ul style="list-style-type: none"> • Provide a telephone response within 1 hour of receiving the Hardware Fault report. • For Priority 1 Hardware Faults Contractor will provide on-site response within 4 hours of Contractor's determination that issue cannot be resolved remotely. • For Priority 2 Hardware Faults Contractor will provide on-site response within 24 hours of Contractor's determination that issue cannot be resolved remotely. • If the hardware is not functional within 8 hours of Contractor's initiation of on-site assistance, Contractor will ship necessary replacement parts with 1 business day, at Contractor's expense.

Category	Description of Services	Service Level
Software	Perform all trouble shooting and repair for Errors	<p>Contractor will use commercially reasonable efforts to:</p> <ul style="list-style-type: none"> • Provide a telephone response within 1 hour of receiving the Error report. • For Priority 1 Errors Contractor will provide on-site response within 4 hours of Contractor's determination that issue cannot be resolved remotely. • For Priority 2 Errors, Contractor will provide on-site response within 24 hours of Contractor's determination that issue cannot be resolved remotely.

F-5 TECHNICAL SUPPORT CONTACT INFORMATION

Contractor's Technical Support Number and Email:

(866) 335-2734
commtech@summitfoodservice.com

County's Technical Support Number and Email:

Sheriff's Department Information Technology Unit
707-565-8885
Email: sheriff-it@sonoma-county.org