

RESOLUTION

No. 2020-811

By Commissioner Clark-Coleman

RESOLVED, by the Wayne County Commission this 3rd day of December, 2020 that approval be, and is hereby, granted authorizing a retroactive, three-year contract with one, two-year option to renew between the Charter County of Wayne and Continental Cafe, LLC dba Canteen Corrections (of Sterling Heights) to provide commissary services and items, telephone time, indigent supplies and kiosks for the adult jails, including all necessary hardware and software, equipment and services, as recommended by the Sheriff; and be it further

RESOLVED, that the term of the contract is from August 15, 2020 through August 14, 2023, and the revenue from the contract will be deposited into Account No. 575 35101 643020 (County Jail) and the cost of the contract will be charged to Account No. 575 35101 744000 (County Jail); and be it further

RESOLVED, that performance on this contract was performed prior to Commission approval in violation of Section 120-50 of the Wayne County Procurement Ordinance (Ordinance No. 2006-1101, as amended) and Section 5.143 of the Home Rule Charter for the County of Wayne, and that violation of Section 120-50 may be cause to debar a Person (as defined in Section 120-50) from receiving County contracts; and be it further

RESOLVED, that the Wayne County Commission calls for the Department of Corporation Counsel to pursue all legal remedies set forth in Section 120-50; and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned contract on behalf of the Charter County of Wayne.

[Contract on File]

(2020-71-038)



CONTRACT BETWEEN

CONTINENTAL CAFE LLC dba CANTEEN CORRECTIONS

AND

COUNTY OF WAYNE

FOR COMMISSARY SERVICES

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THIS CONTRACT is between the County of Wayne, Michigan, a body corporate and Charter county, acting through the office of the Sheriff (the "County") and Continental Café LLC dba Canteen Corrections, a Michigan Corporation (the "Contractor").

1. PURPOSE

1.01 The County desires to contract with a vendor who can provide commissary services, kiosks, inmate banking, and debit card release services for the Wayne County Sheriff's office jails, with all necessary hardware, software, equipment and services, including but not limited to installation, maintenance and support services in a cost-effective and timely manner.

1.02 The Contractor is experienced and able to provide the technical and professional services. The Contractor desires to provide these services to the County.

2. ENGAGEMENT OF CONTRACTOR

2.01 The County engages the Contractor and the Contractor agrees to faithfully and diligently provide commissary services, kiosks, inmate banking and debit card release services according to the terms and conditions contained in the Contract in this Contract, the County's Request for Proposal For Jail & Juvenile Detention Food Service, No. 37-14-058, (Appendix A); and the Contractor's response to the Request For Proposals, answers to questions dated October 2, 2019, and Wayne County Jail & Juvenile Detention Food & Commissary Services Presentation (Appendix B), Scope of Services (Appendix C) and consistent with the standard of practice in the industry. If there is any conflict or inconsistency or contradiction among terms of the documents, the order of precedence is: this Contract, the County's Request For Proposals, then the Contractor's response to the Request For Proposals.

3. SCOPE OF SERVICE

3.01 The Contractor must perform the services described in the Contract and the appendices in a satisfactory manner, as determined within the discretion of the County. The Contractor warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is qualified to perform the Services in this Contract.

3.02 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the County governs.

3.03 The services include all conferences and consultation deemed necessary by the County to properly and fully perform the services.

3.04 All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Contract. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Contract, and the Contractor shall be and remain liable in accordance with the applicable law for all damages to the County caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.

3.05 The Contractor shall comply with section 120-50 of the Wayne County Procurement Ordinance. As required by section 120-50, the Contractor shall not commence performance under this Contract or accept payment for services provided under this Contract until:

- A. If this is a contract that requires approval of the Wayne County Commission, this Contract is approved by the Wayne County Board of Commissioners and executed by the Chief Executive Officer; or
- B. If this is a contract that does not require approval of the Wayne County Commission, this Contract is executed by the Chief Executive Officer or a purchase order is issued.

The Contractor shall not rely on representations of any person who purports to authorize performance or payment contrary to section 120-50. If the Contractor provides performance or accepts payment prior to approval and execution as required by section 120-50, it does so at its own risk, and, to the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County against any actual damages, costs, expenses and liability of any kind the County may sustain, incur or be required to pay arising out of the Contractor's provision of Services or acceptance of payment in violation of section 120-50. In the event the Contractor provides Services in violation of section 120-50, then, in addition to any other remedies awarded to the County, the County may retain the funds that would have been owed to the Contractor as compensation for those Services but for the provision of those Services in violation of section 120-50. In the event the Contractor violates section 120-50, it shall be liable for actual damages, costs, expenses and liability of any kind, which the County may sustain, incur or be required to pay arising out of the Contractor's violation of

section 120-50, and may be debarred from further County contracts.

4. **TERM OF CONTRACT**

4.01 This Contract begins August 15, 2020, and ends August 14 2023. The parties have the option to renew the contract for one two-year term. The Contractor must expediently perform the services to achieve the objectives of this Contract. No change in terms and conditions shall be permitted during the extension unless specifically set forth in this Contract.

5. **DATA TO BE FURNISHED CONTRACTOR**

5.01 Upon the request of the Contractor, without charge, the County must furnish copies of all information, data, reports, records, etc., that the County thinks is necessary to do the services. The Contractor is entitled to visit County offices and key facilities as approved by the County, during regular business hours to obtain the necessary data. The Contractor will schedule conferences at convenient times with key administrative personnel of the County to gather the information.

6. **PERSONNEL**

6.01 To induce the County to enter into the Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the services as set forth in the Contract. The execution of this Contract is within the Contractor's authorized powers, and is not in contravention of federal, state, or local law.

6.02 The Contractor warrants that all employees of the Contractor assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed.

6.03 Each employee must devote the time and professional ability as is necessary to most effectively and efficiently perform the services according to professional standards.

6.04 Whenever an employee assigned to this Contract must be replaced for any reason, the Contractor must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the services without obtaining prior County approval in writing.

6.05 Employees' daily working hours may be determined by the Contractor. When the employees are working in or about a County facility, Contractor agrees to adjust its employees' daily working hours to be the same as those worked by County employees working at the facility.

7. **ADMINISTRATION**

7.01 The Contractor must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

7.02 The Contractor must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Contractor is not required to perform in a manner materially in conflict with requirements imposed by any applicable law including any statute, county charter, ordinance, resolution or executive order.

7.03 The Contractor shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

8. **COMPENSATION**

8.01 This Contract is a revenue contract for the County. The Contractor agrees to pay the County a guaranteed commission as set forth in Appendix D. The contractor must direct the payments to the attention of the individual specified in the section titled Notices.

8.02 The Contractor must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Contract. The County will compensate the Contractor under a separately negotiated agreement for any services rendered pursuant to this section.

9. **METHOD OF PAYMENT**

9.01 The County will pay for the proper performance of the services, commensurate with the progress of the work as evidenced by the timely performance of the services, and after it receives an invoice for payment. The invoice must certify the total cost of the services rendered to the project to date and the cost of all services for that billing period; and must describe the services rendered. If the invoice also requests reimbursement or payment for reimbursable expenses, the appropriate receipts must be attached. The Contractor must sign the invoice and send it to the County for each calendar month. This section is limited by the provisions of Article 8 with regard to the amounts payable for performance.

9.02 The Contractor must direct invoices to the attention of the individual specified in the Notice provisions, Article 19.

9.03 The Contractor must submit as part of the invoices, monthly progress reports indicating the Contractor's activities during the month and being signed by an authorized officer of the Contractor.

10. RECORDS - ACCESS

10.01 The Contractor must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The Contractor must keep the records according to generally accepted accounting practices and for a minimum of 7 years after the Contractor's termination and completion. The Contractor must also maintain copies of all records, correspondence and documents, including electronically stored information, prepared in anticipation of this Contract, and for this Contract, for a period of 7 years after the Contractor's termination and completion.

10.02 The County and the Legislative Auditor General have the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the Contractor, or any subcontractors, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Contractor. The Contractor must include a similar covenant allowing for audit by the County and the Legislative Auditor General in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Contractor pending the results of any such audit without penalty or interest.

10.03 The Contractor agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services. The inspections may be made at any time during normal business hours of the Contractor. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Contractor, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Contractor, in writing. The Contractor agrees to promptly remedy and correct any reported deficiencies within 10 days of notification by the County.

10.04 If, as a result of any audit conducted by or for a County, State of Michigan or Federal, agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the County may retain the amount of compensation in question from any funds allocated to the Contractor but not yet disbursed under the Contract. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any successive or future Contracts between the parties.

11. RELATIONSHIP OF PARTIES

11.01 The relationship of the Contractor to the County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to hold the County harmless from any claims, and any related costs or expenses.

11.02 For all purposes, County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venturer with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

12. INSURANCE

12.01 Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, or employees.

12.02 Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Contractor provides written verification it has no employees)

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

12.03 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

12.04 Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

12.05 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

12.06 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

12.07 Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

12.08 Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

12.09 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

1. **The Retroactive Date** must be shown and must be before the date of the contract or the beginning of contract work.
2. **Insurance** must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. **If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.10 Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive

the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

12.11 Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

12.12 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

13. INDEMNIFICATION

13.01 The Contractor agrees to indemnify, defend and save harmless the County against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the County because of any of the following occurring during the term of this Contract:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Contractor, or any of its personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Contractor now existing, or to be created, their agents and employees for whose acts any of them might be liable.
- B. Any failure by the Contractor, or any of its employees to perform its obligations either implied or expressed under this Contract.

13.02 The Contractor agrees that it is its responsibility and not the responsibility of the County to safeguard the property and materials that the employees of the Contractor use in performing this Contract. The Contractor must hold the County harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Contractor under this Contract.

13.03 Nothing in this article shall be deemed to relieve the Contractor of its duty to defend the County, as specified, pending a determination of the respective liabilities of the Contractor and the County, by legal proceeding or agreement. The County shall cooperate with the Contractor in the defense against the suit. In no event shall the Contractor make any admission of guilt or liability on behalf of the County without the County's prior, written consent.

13.04 For purposes of these provisions, the term "County" includes the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.

13.05 This indemnity applies without regards to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

13.06 This indemnity must not be construed as a waiver of any governmental immunity the County, its agencies, or employees, has as provided by statute or modified by court decisions.

14. BANKRUPTCY OR INSOLVENCY

14.01 If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or any of its property, whether it is a third party or Contractor as debtor-in-possession (referred to as "Contractor" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

- A. Contractor or any trustee must not assign any or all of its rights, title or interest, in or to this Contract, as this Contract is for the delivery of professional services and related services, as to which the County is entitled to insist upon performance solely by the Contractor.
- B. Contractor or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the County (i) adequate financial capacity to employ or contract with sufficient personnel to perform the services assigned to the Contractor as provided in this Contract, and to pay for all services contracted for by the Contractor; (ii) adequate financial capacity to own, operate, lease or obtain sufficient facilities and

supplies to perform the services assigned to the Contractor as provided for in this Contract; and

- (iii) adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the County as to the adequate professional capacity of the Contractor is determinative.
- C. Because of the unique nature of the services this Contract requires the Contractor to provide, the Contractor agrees that any requests by the County that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 U.S.C. §365 is reasonable so long as the trustee or Contractor receives no less than 5 business days' notice.
- D. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Contractor as debtor-in-possession or its trustee must cooperate with the County in arranging for the orderly transfer of responsibilities to persons or entities as the County may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

14.02 Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

15. NOTICE OF MATERIAL CHANGES

15.01 The Contractor must immediately inform the County of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

- A. Reduction or change in staffing assigned to the Contract.
- B. Decrease in, or cancellation of, insurance coverage.
- C. Delinquent payment, or nonpayment, of tax obligations.
- D. Delinquent payment, or nonpayment, of payroll obligations.
- E. Delinquent funding, or nonfunding, of pension or profit sharing plans.
- F. Delinquent payment, or nonpayment, of subcontractors.
- G. Termination of, or changes in, subcontracts.
- H. Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative services.

16. TERMINATION

16.01 The County may terminate this Contract without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the Contractor of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Contract will terminate as if the date were the date originally given for the expiration of this Contract. If the Contract is terminated, the County will pay the Contractor for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Contractor accepts the payment, the Contract is satisfied. The parties agree that no payments under this section will exceed the amount payable under Article 8.

16.02 The County may terminate this Contract if the Contractor is in default of any of its obligations under the Contract, or has failed to comply with any of the material terms and conditions of this Contract, by giving written notice to the Contractor. Before the County exercises its right to declare the Contractor in default, the County must give the Contractor Notice of its default status and the reasons for such status. If the Contractor does not cure the default within 5 working days, the Contract is deemed terminated 25 days after the date of the Notice. If after Notice, the County determines that the Contractor was not in default, the rights and obligations of the parties are the same as if the Notice had not been issued. Upon terminating the Contract, County shall not incur any further liability to Contractor, except as provided in this Article, which sets forth Contractor's exclusive remedies. The County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and the Contractor shall be liable to the County for any costs to obtain and transition similar services, provided the Contractor shall continue the

performance of this Contract to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Contractor shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Contract. Such expenses shall be deducted from any monies due or which may become due the Contractor under the Contract. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any concurrent, successive or future contracts between the parties. All excess reprourement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise. The rights and remedies of the County are not exclusive and are in addition to any other rights and remedies provided by law, including the collection of liquidated damages. The Contractor shall be liable to the County for any damages the County sustains by virtue of the Contractor's breach or any reasonable costs the County might incur in enforcing or attempting to enforce this Contract. Such costs shall include costs to secure the deliverables from another contractor, reasonable fees and expenses for attorneys, expert witnesses and other consultants.

16.03 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor must:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract funds for payroll costs and other costs beyond the date as the County specifies.
- C. As of the date the termination is effective, present all Contract records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of funds relating to this Contract.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
- G. Submit within 30 days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract.

16.04 Upon termination of this Contract, all Records prepared by the Contractor under this Contract or in anticipation of this Contract must, at the option of the County, become its exclusive property, whether or not in the possession of the Contractor. The Records are free from any claim or retention of rights on the part of the Contractor except as specifically provided. The County must return all the properties of the Contractor to it.

16.05 Any intentional failure or delay by the Contractor to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Contractor will pay the County \$500.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Contractor consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

16.06 Access to the records prior to delivery must be restricted to authorized representatives of the County and the Contractor. The Contractor has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

16.07 In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business

continuance of each party.

17. ETHICS IN CONTRACTING

17.01 The Contractor must comply with Article 12 of Chapter 120 of the Wayne County code governing "Ethics in Public Contracting."

17.02 Contractor's material misrepresentation or delinquency in the disclosures required by section 120-225 of the Wayne County Code constitutes a material breach of this Contract, sufficient to warrant immediate termination and the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of the consideration made or due under the Contract as of the date of termination.

17.03 If the County determines that the Contractor has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120-225, the Contractor and any other business which has substantially the same principal beneficiaries (as defined in section 120-238 of the Wayne County Code), may be debarred by the Purchasing Director, pursuant to Article 6 of Chapter 120 of the Wayne County Code, from competing for any further County contracts for up to three (3) years.

17.04 If the contract price is in excess of \$20,000, or the terms thereof require the approval of the Wayne County Commission, and the Contractor knowingly collaborate in or induces a violation of any of the ethical standards that are set forth in sections 120-225, 120-228, 120-229, 120-230 or 120-233 of the Wayne County Code, the County has the right to impose any one or more of the following sanctions:

- A. Immediately terminate the Contract and require the Contractor to pay the County liquidated damages, and not a penalty of 15% of the total Contract compensation;
- B. Debar or suspend the Contractor from consideration from competing for further County contracts; or
- C. Recover the value transferred or received in breach of the ethical standards by a County employee or other person.

17.05 Upon a showing that a subcontractor has paid a surcharge to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount of the surcharge was included in the price of the subcontract or order and ultimately borne by the County and that the County shall have the right to recover the amount of the surcharge from the Contractor. The County may also recover the amount of the surcharge from the subcontractor that paid or is paying the surcharge. Recovery by the County of the surcharge from one offending party shall not preclude recovery from other offending parties. The Wayne County Prosecuting Attorney may initiate and prosecute any civil action needed to enforce this article, if the Wayne County Corporation Counsel declines to do so.

18. NON-DISCRIMINATION PRACTICES

18.01 The Contractor and its subcontractors must comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- B. The Age Discrimination Act of 1965 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. Article XI of Chapter 120 of the Wayne County Code governing Equal Contracting Opportunity.
- G. Any other appropriate affirmative action provisions as may be required from time to time by the Director of Human Relations of the County. Contractor shall promptly give notice of any such provisions to County during the term of the Contract.

18.02 The Contractor and its subcontractors must not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which

- C. deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Contractor indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Article 11 of the Wayne County Code, headed "Equal Contracting Opportunity," or applicable state or federal law.
 - (i) Make or use a written or oral inquiry or form of application that solicits or attempts to elicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, or weight of prospective employees;
 - (ii) Make or keep a record of that information or disclose that information;
 - (iii) Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, weight, or prior criminal conviction or convictions; or
 - (iv) Make, before or during the initial application process, background checks or oral or written inquiries as to prior criminal conviction or convictions.
- E. Absolutely bar or otherwise preclude possible employment based on prior criminal conviction or convictions, provided that the prior criminal conviction or convictions is or are not directly related to the position being sought.

18.03 The Contractor and its subcontractors must not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, creed, prior criminal convictions(s) or handicap. This Section does not apply if it is determined by the Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon the Contractor.

18.04 The Contractor agrees that its subcontractors shall be subject to and shall not violate the nondiscrimination provisions of section 120-192(a) of the Wayne County Procurement Ordinance in performing work on County contracts. The Contractor shall notify its subcontractors that they shall be subject to said nondiscrimination provisions, and shall include said nondiscrimination provisions in its subcontracts. The Contractor shall provide the County with a complete copy of any subcontractor agreement when requested.

18.05 If the Contract price is in excess of \$20,000, the Contractor shall comply with the slavery era disclosure requirements of section 120-192(f) of the Wayne County Procurement Ordinance, as implemented by the Wayne County Slavery Era Disclosure Affidavit the Contractor will complete as part of the contract approval process: If it is subsequently determined by the Division of Human Relations that the Contractor has not made a full disclosure in its affidavit of the information required by section 120-192, that failure shall constitute a substantial breach of the terms of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages as set forth in section 17.07, and debarment from any further business with the County.

18.06 Breach of any section 120-192 of the Wayne County Procurement Ordinance or of the covenants in this Article may be regarded as a material breach of this Contract.

18.07 If the Contractor does not comply with the non-discrimination and affirmative action provisions of this Contract, the County may impose sanctions, as it determines to be appropriate, including but not limited to:

- A. Withholding of payments to the Contractor under this Contract until the Contractor attains compliance;
- B. Cancellation, termination or suspension of this Contract, in whole or in part;

- C. Disqualification from bidding on future contractors for a period of no more than 3 years;
- D. Referral to Corporation Counsel for consideration of Injunction, liquidated damages or other remedies; and/or
- E. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Purchasing Director, in consultation with the Director of Human Relations and Corporation Counsel. The liquidated damages shall first be setoff against the unpaid portion of the Contract price, and the balance

18.08 If the Contract is funded, in whole or in part, by federal funds and if the County has been authorized by the funding source to require an affirmative action commitment from contractors who are to be paid from those funds, Contractor must establish and implement a good faith plan and goal to eliminate the continuing effects of past discrimination, which is determined by the Division of Human Relations to be appropriate for that purpose.

18.09 In the event that this Contract is or becomes subject to federal or state law which conflicts with the requirements of section Article XI of the Wayne County Code, the provisions of the federal or state law shall apply and the Contract shall be interpreted and enforced accordingly.

19. NOTICES

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract must be given in writing and mailed by first-class mail and addressed as follows:

If to the Contractor:

Steven O'Keefe
 Senior Vice President
 Continental Cafe dba Canteen Corrections
 35710 Mound Rd
 Sterling Heights MI 48310
 E-mail: s.okeefe@continentalservices.com
 Phone: 248-414-1715

If to the County:

[REDACTED]
 Wayne County Sheriff's Office
 4747 Woodward
 Detroit, MI 48204

Phone [REDACTED]

[REDACTED]
 Director of Commissary
 3501 Hamtramck Drive
 Hamtramck, MI 48211
 Email [REDACTED]
 Phone [REDACTED]

19.02 All notices are deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

19.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

20. JURISDICTION AND LAW

20.01 This Contract, and all actions arising from it, must be governed by, subject to, and construed

according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the County because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

21. CONFIDENTIAL INFORMATION

21.01 If the County discloses confidential information to the Contractor's employees pertaining to the County's past, present and future activities, the Contractor must instruct its employees to regard all information gained by each person as a result of the services to be performed as information which is confidential and not to be disclosed to any organization or individual without the prior written consent of the County.

21.02 The Contractor agrees to take appropriate action with respect to its employees to insure that the obligations of nonuse and non-disclosure of confidential information concerning this Contract can be fully satisfied.

22. COMPLIANCE WITH LAWS

22.01 The Contractor must comply with and must require its employees to comply with all applicable laws and regulations.

22.02 The Contractor must hold the County harmless with respect to any damages arising from any violations of this Article by it or its employees.

23. CHANGES IN SCOPE/SERVICE

23.01 County may request changes to the scope of Services to be furnished or performed by the Contractor under the Contract, as well as changes in the time of performance of the Contract. All such changes shall be authorized by either Change Order or Contract Modification.

23.02 If any such change request increases or decreases the Contractor's cost of, or the time required for, performance of any part of the Services under this Contract, an adjustment may be made and the Contract modified in writing accordingly.

23.03 Contractor shall provide County with a written proposal to County's change request within five (5) business days of receipt of any such request. Contractor's proposal shall describe in reasonable detail the basis for any proposed price or time adjustment. All cost estimates shall include all completed Services, and cover all costs, expenses, overhead and profit of subcontractors, if any.

23.04 Contractor acknowledges that any change in the Contract price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other cost of any nature.

23.05 If the County does not accept the Contractor's proposal, the County may:

- A. withdraw its change request;
- B. modify its change request, in which case the procedures set forth above will apply to the modified change request; or
- C. issue a Change Order.

23.06 Any adjustment in the Contract price shall be computed in the manner as the parties may agree. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided the County promptly and duly makes provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the required Services under protest, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of the time for completion.

23.07 No action, conduct, omission, prior failure or course of dealing by the County shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the County and the Contractor. Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Contract.

23.08 No change to this Contract is effective unless it is in writing and references this Contract. If the change is a Contract Modification, it must be signed and acknowledged by duly authorized representatives of both parties. If the change is a Change Order, it must be signed by an authorized representative of the

County.

24. DEBARMENT AND SUSPENSION

24.01 The Contractor certifies to the best of its knowledge and belief, that:

- A. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
- B. The Contractor and its principals have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 24.01 b above; and;
- D. The Contractor and its principals have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

24.02 The certification in this clause is a material representation of fact upon which reliance was placed. When the County determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate this Contract for cause or default.

24.03 The Contractor shall provide immediate written notice to the County if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

24.04 The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 46 CFR Part 76.

24.05 The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.

24.06 The Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

24.07 A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).

24.08 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

24.09 If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the County, the County may terminate this transaction for cause or default.

25. PROMPT PAYMENT

25.01 If the Contractor should subcontract a part of the obligations under this Contract to a business which has been certified by the County's Division of Human Relations as a small or disadvantaged business enterprise, the Contractor shall make prompt payments to each such subcontractor as the subcontract is performed which are at least equal to the prompt payments which are due to the Contractor under the provisions of this Contract. Unless alternate terms which have a similar purpose and effect are otherwise

agreed upon in writing, the Contractor shall make payment within 45 days after delivery or satisfaction of the subcontract, or receipt of a complete invoice therefore, whichever is later. If an invoice is filled out incorrectly or contains a defect or impropriety, the Contractor shall notify the subcontractor of that fact within 10 days after receipt of the invoice. The 45 day period shall be extended by each day over 5 days which the subcontractor takes to make a correction. If a payment is past due, the Contractor shall pay to the subcontractor an additional amount to be calculated on a daily basis which is equal to an annual rate of interest of 9% (amount overdue X number of days overdue X .000246575). Interest shall not be due if payment is delayed because of a good faith disagreement between the Contractor and the subcontractor regarding contract performance and the dispute is resolved in favor of the Contractor. This provision is expressly intended to create a third-party right which is legally enforceable by a subcontractor. This provision does not, however, create a duty on the part of the County to seek enforcement of a default of this provision or to make payment to the subcontractor on behalf of the Contractor.

26. SUBCONTRACTING AND ASSIGNMENT

26.01 The Contractor must not assign this Contract, nor any part, or subcontract any of the work or services to be performed without the County's prior written approval. Any unauthorized assignment or transfer will be considered a breach of this Contract and result in the termination of the Contract at the County's discretion. If the Contract is not terminated, the assignment shall be deemed null and void.

27. MISCELLANEOUS

27.01 The Contractor covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

27.02 Articles 12, 13, 19, and 21 survive termination of the Contract.

27.03 All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

27.04 If any Affiliate of the Contractor takes any action which, if done by the Contractor, would constitute a breach of this Contract, the action is deemed a breach by the Contractor. "Affiliate" is a "parent", subsidiary or other company controlling, controlled by or in common control with the Contractor.

27.05 Neither party is responsible for force majeure events. If there is a dispute between the parties with regard to what constitutes a force majeure event, the County's reasonable determination is controlling.

27.06 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Contract as a whole and not to any particular article, section, or other subdivision.

27.07 The headings of the articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

27.08 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

27.09 The Contractor warrants that any products sold or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the County, the County must promptly notify the Contractor. The Contractor must defend the claim in the name of the County, at the Contractor's expense. The Contractor must indemnify the County against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

27.10 No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

27.11 The Contractor shall secure all permits necessary to perform the services and shall comply with all statutes, ordinance, and laws.

27.12 If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

27.13 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any

representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

27.14 The County or the Contractor may contract with other firms providing the same or similar services so long as the Contractor's obligations to the County contained in this Contract will not be affected in any manner.

27.15 If the division of Human Relations determines that the Contractor has not made a full disclosure in its affidavit regarding its investments in, support or profit in some manner from the institution of slavery, that failure shall constitute a substantial breach of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages, and debarment from any further business with the County.

28. AUTHORIZATION AND CAPABILITY

28.01 The Contractor warrants to the County that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

28.02 This Contract is effective only upon review and approval by the Wayne County Commission.

29. SIGNATURE

29.01 The County and the Contractor, by their authorized officers and representatives have executed this Contract.

CONTINENTAL CAFÉ dba
CANTEEN CORRECTIONS

By: [Signature]
Its: Senior Vice President
Date: 10-29-20

COUNTY OF WAYNE

DocuSigned by:
Brian Manning for
By: [Signature]
Its: Warren C. Evans
Date: 12/11/2020 | 11:18:57 AM EST

APPROVED AS TO FORM

By: [Signature]
Department of Corporation Counsel
Date: 10/27/2020

Approved:

By: [Signature]
Its: Benny N. Napoleon
Date: 10-29-2020

Rev10/26/2020

DocuSign Envelope ID: [REDACTED]

Continental Café LLC dba Canteen Corrections

APPENDIX A

County's Request for Proposals for Jail & Juvenile Detention Food Service
No. 37-19-058



THE CHARTER COUNTY OF WAYNE, MICHIGAN
REQUEST FOR PROPOSAL
FOR
JAIL & JUVENILE DETENTION FOOD SERVICE

CONTROL NO. 37-19-058

RFP TIMETABLE

ACTION	DATE	TIME
RFP Issue Date	4/12/2019	
Proposer's Questions Due	4/22/2019	4:30 P.M. EDT
Responses to Proposer's Questions	4/29/2019	
Proposals Due	5/13/2019	3:00 P.M. EDT

Purchasing Contact: Dustin Friv, Strategic Sourcing Analyst
Phone: [REDACTED]
Fax: (313) 967-1259
Email: [REDACTED]

Description: The County of Wayne is requesting proposals from interested, qualified, and experienced vendors to provide Inmate Food Service and/or Commissary Service to the Wayne County Sheriff's Jails. The County of Wayne is requesting proposals to provide and food service and program support seven (7) days per week, three (3) times per day for Wayne County Jail inmates and staff and detained youth at the Juvenile Detention Facility. In addition, the Juvenile Detention facility will also provide a snack to residents 7 days per week. The County of Wayne is also requesting commissary services 5 days a week from 8:00 am to 2:30 pm and 2 days a week from 2:30 pm to 6 pm at the 3 jail facilities.

A copy of this RFP may be obtained from the BidNet Direct website (formerly MITN.info) at <https://www.bidnetdirect.com>, until the deadline date and time noted above.



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Appendix E (Suggested JDF Menu Items)



PART 1 – REQUEST FOR PROPOSAL (RFP)

SECTION 1.0 – INTRODUCTION & INSTRUCTIONS

1.1 Introduction/Background

INTRODUCTION: The County of Wayne is requesting proposals from interested, qualified, and experienced vendors to provide Inmate Food Service and/or Commissary Service to the Wayne County Sheriff's Jails. The County of Wayne is requesting proposals to provide and food service and program support seven (7) days per week, three (3) times per day for Wayne County Jail inmates and staff and detained youth at the Juvenile Detention Facility. In addition, the Juvenile Detention facility will also provide a snack to residents 7 days per week. The County of Wayne is also requesting commissary services 5 days a week from 8:00 am to 2:30 pm and 2 days a week from 2:30 pm to 6 pm at the 3 jail facilities. Wayne County may award a contract(s) to one or more vendors for these services.

GENERAL WAYNE COUNTY INFORMATION: Situated in the heart of the Great Lakes region along the beautiful Detroit River, Wayne County is the 19th most populous county in the United States. With 43 distinct communities including the automotive capital of the world, Detroit, Wayne County is rich in history, culture, arts, and world-class amenities. We take pride in being one of the most diverse counties in the United States; a place where different cultures come together to offer a truly cosmopolitan experience.

In 2010, the County privatized its food service operations; thereby, changing from County employee and inmate worker provided service to outside Contractor. The County's food service, non-supervisory employees were transitioned from its payroll to the Contractor's payroll. The County requests that the successful Proposer (Contractor) consider employing the current Contractor's non-supervisory employees who provide food service to the County. The County intends consideration for this type of employment transition with the successful Proposer (Contractor). RFP Responses should include available opportunities for such a transition.

Currently, the Contractor is responsible for all food service and program support, including supervision of inmate workers during food preparation and distribution. Central meal production occurs at the County's Dickerson facility located at 3501 Hamtramck Drive in Hamtramck, Michigan.

Proposers will base proposals on the attached sample menus and will supply meals as provided in the current menus for the initial 28-day cycle. The price per meal charged shall be determined by taking the actual meals ordered each day times the contract price for that number of meals.

Wayne County presently operates three jail facilities at the following locations:

Division I, Baird Facility, 570 Clinton, Detroit, Michigan 48226; Effective Capacity 576
Division II, Old Jail, 525 Clinton, Detroit, Michigan 48226; Effective Capacity 681
Division III, Dickerson Facility, 3501 Hamtramck Dr., Hamtramck, Michigan 48211; Effective Capacity 832

The County's average daily population in its three facilities combined is approximately 1,700 adult inmates.



Wayne County presently operates the Juvenile Detention Facility at:

1326 Antoine Street, Detroit, MI 48226

The County's average daily population at the Juvenile Detention Facility is approximately 90 detained youth.

1.2 Objective

The general objectives of this solicitation are the following:

- competitively award a contract
- ensure there is a fair process at every step of the procurement process
- to fulfill the purchase request in a timely manner
- ensure that taxpayers dollars are spent wisely

1.3 Overview of Solicitation (RFP) Document

The solicitation is composed of the following 2 parts:

PART 1: REQUEST FOR PROPOSAL

- Section 1.0: INTRODUCTION, OVERVIEW, INSTRUCTIONS: Specifies the information regarding the requirements of the solicitation process.
- Section 2.0: MINIMUM QUALIFICATIONS: Specifies the requirements a proposer must meet in order to be considered for evaluation.
- Section 3.0: SCOPE OF WORK: The successful Proposer (Contractor) shall implement a vocational educational curriculum which will provide participants with the necessary skills and education/training to obtain national recognized certification in the curriculum identified by the proposer.
- Section 4.0: PROPOSAL EVALUATION, SELECTION & AWARD PROCESS: Includes information on how proposals will be evaluated, selected and awarded.

PART 2: SUPPLIER SUBMITTAL REQUIREMENTS (CHECKLIST)

- Section 5.0: REQUIRED DOCUMENTATION AND FORMS: Proposer will submit the required documentation and complete the requisite forms that will be utilized in determining whether the Proposer is a responsive and responsible Proposer that has the capacity and capability to deliver and provide products under this agreement.

1.4 Contact with Wayne County Personnel



In order to create a more competitive and unbiased procurement process, the County has designated a single point of contact for the duration of this solicitation. From the issue date of this proposal, until a Successful Proposer is selected, all requests for clarification or additional information regarding this RFP, or contact with County personnel concerning this RFP or the evaluation process must be solely to the contact person listed on the cover page of this RFP.

If it is discovered that a Proposer contacted and received information regarding this Solicitation from any Wayne County personnel other than the person specified above, the Wayne County Procurement Director, in his/her sole discretion may disqualify its proposal from further consideration. Only those communications made by the Procurement Department contact in writing will be binding with respect to this RFP.

If it is later discovered that a violation in regard to this section has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this RFP.

1.5 Wayne County Rights & Responsibilities

Wayne County has the right to amend this RFP by one or more written addenda. Wayne County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda.

Should any such addenda require additional information not previously requested, Proposer's failure to address the requirements of such addenda may result in the Proposal not being considered, as determined in the sole discretion of Wayne County. Wayne County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf, other than the Procurement Director, Procurement Director's designee, and/or stated contact for the solicitation.

It is the Proposer's responsibility to periodically check the source of the RFP until the posted Proposal Deadline to obtain any issued addenda. However, Wayne County will make reasonable efforts to inform all Proposers of any clarifications, modifications, or amendments.

When, either before or after receipt of proposals, Wayne County changes its requirements or terms or conditions, the Procurement Director, or their designee, shall amend the solicitation.

The Procurement Director will have the discretion to extend the RFP deadline date if he/she determines that it is in the best interest of the County. Furthermore, the Procurement Director may also cancel the original solicitation and issue a new solicitation if it is in the best interest of the County or if the Amendment is so substantial in nature as to exceed what prospective offerors reasonably could have anticipated, so that additional sources likely would have submitted offers had the substance of the amendment been known to them.

1.6 Subcontractors

In an effort to promote supplier diversity, Wayne County encourages Proposers to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County.



If the Proposer's team is composed of a Prime Contractor with subcontractors, the subcontractors must remain exclusive to the Prime described in the proposal until the end of the specific proposal period and may not partner with more than one prime for the purposes of the responsive proposal. The total exclusive time will be 180 days from the proposal due date

Subcontractors (or their assignments), as it pertains to the Scope of Work, may not be changed without prior written approval by the County. The Contract will not be assignable to any other business entity without the County's approval. Proposers are encouraged to consider a joint venture.

1.7 Disqualification of Respondents

Any one or more of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:

- a. Evidence of collusion among proposers
- b. Lack of competency as revealed by either financial, experience, or equipment statements
- c. Lack of responsibility as shown by past work
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded

1.8 Freedom of Information Act (FOIA)

Proposal responses, resultant contract(s) and all information submitted to Wayne County by Proposers and Contractors is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

1.9 Disclosure of Contents

All information provided in the proposal shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the proposal becomes the property of the County and may be returned only at the County's option.

Proposers must make no other distribution of their proposals other than authorized by this RFP. A Proposer who shares cost information contained in its proposal with other County personnel or competing Proposer personnel shall be subject to disqualification.

1.10 County-Based Enterprise (and other) Advantage Programs

Wayne County administers a procurement program that gives pricing advantages (equalization credits) to businesses located within Wayne County and to businesses located within the 10 Targeted Growth Communities within Wayne County (Detroit, Ecorse, Hamtramck, Highland Park, Inkster, Melvindale, River Rouge, Romulus, Sumpter Township, and Taylor). The County shall apply equalization credits up to 7% to the price for proposals submitted by certified County Based Enterprises (CBE) and 2% for Targeted Growth Community Enterprise (TGCE).



County Based Enterprise / Targeted Growth Community Enterprise Equalization Allowance Table

Contract Amount	Equalization Percentage
Up to \$50,000 (CBE)	7%
\$50,000 to \$200,00 (CBE)	5%
\$200,000.01 and over (CBE)	2%
Targeted Growth Community Enterprise (TGCE)	2%

This program also includes five additional certifications that provide businesses with equalization credits. The five additional certifications are: Small Business Enterprise (SBE), Expanding Business Enterprise (EBE), Joint Venture (JV), Mentor Venture (MV) and Veteran Enterprise (VE). These equalization credits for qualifying certified suppliers have maximum allowable credits that cannot exceed 10% of the price. All suppliers and their first tier subcontractors*, who wish to receive credits for their proposals, **must be certified by the Human Relations Division at the time of Bid and must submit a copy of their current certification in the bid.**

Certification Eligible for Equalization Credits	Equalization Percentage
Small Business Enterprise (SBE)	2%
Expanding Business Enterprise (EBE)	2%
Joint Venture (JV)	2%
Mentor Venture (MV)	2%
Veteran Enterprise (VE)	2%

Equalization Allowance table for SBE, EBE, JV, MV, VE

If you have questions regarding certification or to apply for certification please visit Human Relations website at <https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx> or call the office (313) 224-5021.

Most federal and state funded projects will not include the application of geographic advantages such as the CBE and TGCE in accordance with funding requirements as well as other advantage categories; in these cases, equalization credits will not apply.

*Additional equalization credits will be awarded to first tier CBE and TGCE subcontractors of the proposer.



1.11 Final Agreement Award Determination

The County reserves the right to withdraw the RFP, to award to one proposer, to any combination of Proposers, by item, group of items, or total proposal. The County may waive informalities if it is in the County's interest. The Proposer to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the proposer at the address designated in the proposal. If, for any reason, a contract is not executed with the selected proposer within a reasonable amount of time, as determined by Wayne County, after notice of recommended award, then the County may recommend the next most responsive and responsible proposer. Award of this proposal is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the proposer's proposal does not constitute a binding contract.

There is no contract until the agreement is approved by the Wayne County Commission (if such approval is required by the Procurement Ordinance) and executed by the County Executive.

The County is not liable for performance costs until the successful Proposer has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the proposer non-responsive.

1.12 Conflict of Interest

No Wayne County employee or agent whose position in Wayne County enables him/her to influence the selection of a Supplier for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a supplier.

1.13 Gratuities

It is prohibited for any Wayne County officer, employee or agent to accept a gratuity for themselves or for a relative, except as permitted by the County's Procurement Ordinance.

A proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a Wayne County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

1.14 Compliance with Laws

The Proposer must comply with all federal, state, and local laws and policies including, but not limited to:

- A. The provisions of the Wayne County Procurement Ordinance governing "Ethics in Public Contracting", as applicable to contractors, being Article 12 of Chapter 120, and Contractor agrees to provide all required disclosures;
- B. The Michigan Civil Rights Act;
- C. The Persons With Disabilities Act;
- D. The Age Discrimination Act;



- E. Section 504 of the Rehabilitation Act;
- F. The Slavery Era Disclosure Ordinance;
- G. The Fair Employment Practices of the Equal Contracting Opportunities Ordinances.



SECTION 2.0 – MINIMUM QUALIFICATIONS

2.1 Adherence to Minimum Qualifications (Pass/Fail)

Interested and qualified proposers that can demonstrate their ability to successfully provide the services/products outlined in the Scope of Work/Specifications section of this RFP are invited to submit proposal(s), provided they meet the following minimum qualifications:

- a) Proposer's business must be organized for the purpose of providing institutional and/or volume food service and/or commissary services.
- b) Proposer must have three (3) years of previous correctional or institutional feeding experience with proven effectiveness in administering large-scale (500+ individuals) food and/or commissary service programs. Subcontractors or key personnel experience may be used to satisfy this requirement in lieu of the Respondent as a business.
- c) Proposer must have proven ability for a contract start-up immediately after execution of the contract by the County Executive and approval of the County Commission.
- d) Proposer must have qualified and trained staff as well as sufficient back-up personnel to successfully complete the contract requirements. Personnel must include a corrections experienced, Registered Dietician for menu development, review and recommendations.

2.2 Preferred Qualifications (Optional)

Following the determination of meeting the minimum qualifications, the Proposer may be scored higher during evaluation if they meet the following preferred qualifications:

- a) The Proposer or its key personnel has five (5) years of correctional or institutional feeding experience with proven effectiveness in administering large-scale (500+ individuals) food and/or commissary service programs.
- b) The Proposer's Food Service Director has ten (10) years of experience in correctional food service, inclusive of two years of experience in a facility with a minimum 1000 bed capacity.
- c) Proposer has an alternate emergency preparation site in Wayne County or within a 45-minute drive of the jail facilities to provide full menu services in case of the need to relocate services outside of the central production kitchen at the Dickerson facility.
- d) The Proposer's corporate headquarters is located in Wayne County, Michigan.



SECTION 3.0 – SCOPE OF WORK/SPECIFICATIONS

3.1 Contracted Scope of Services/Statement of Work:

The successful Proposer (Contractor) shall meet the County's commissary and food service objectives as follows:

- i) Deliver high quality food service that can be audited against established nutritional and health standards.
- ii) Provide a variety of rotating menu options for youth at the Juvenile Detention Facility Operate the food service program using corrections-experienced and professionally trained personnel.
- iii) Operate the food service program in a cost-effective manner with full reporting to Wayne County.
- iv) Implement a written food service plan with clear objectives, policies, procedures, and an annual compliance evaluation.
- v) Maintain an open collaborative relationship with the administration and staff of Wayne County and other County offices.
- vi) Maintain standards established by the County, Wayne County Courts, the American Correctional Association, and state and federal correctional food service standards.
- vii) Operate the food service program in a humane manner with respect to the inmates' rights to basic health and nutritional standards.
- viii) Contractor will provide commissary service and indigent supplies and kits to the Wayne County Jails on a weekly basis based on administrative rules and existing court orders relating to jail commissary.
- ix) The Contractor will purchase and pay for consumable food, hygiene supplies and kits for inmates located in the Wayne County Jails (Andrew C. Baird Detention Center, Wayne County Jail and William Dickerson Detention Facility). Contractor shall also purchase additional products required to provide commissary services. All products shall be the property of the contractor.
- x) The Contractor shall secure and pay for all federal, state and local licenses permits and fees required for the commissary services operation.
- xi) The Contractor shall provide on-site management and supervisory personnel, expert administrative, dietetic, and purchasing, equipment consulting and personnel advice and supervision.
- xii) The Contractor shall process orders for food and hygiene products from inmate accordance with contractor's standard procedures. Contractor will need to verify that there are sufficient funds in the inmate's account to cover the sale of the item.
- xiii) The Contractor shall provide the County with a comprehensive weekly invoice summary of gross sales, services, and credits.
- xiv) Menu management and pricing must be mutually agreed upon by the County and contractor.
- xv) The Contractor should have a minimum of ten (10) year experience with similar projects.
- xvi) Current Wayne County Sheriff's Office software include but not limited to Jail Management System, Telmate, TouchPay, etc.,
- xvii) The Contractor will pay the County a minimum annual guarantee commission on a monthly basis. The commission paid will be based on the submitted percentage in Section 4 of this RFP.

3.2 Specifications:

The successful Proposer (Contractor) shall comply with the specifications as follows:

1. Food Service Requirements



- a) Food Provision, Preparation, and Distribution
- i) Contractor shall supply all labor, food products, and materials necessary to provide food service and program support.
 - ii) Contractor shall purchase and safely manage all food products and consumable supplies for food service operations. Food products and supplies shall remain Contractor's property.
 - iii) Contractor shall receive, store, prepare and serve food at the County's Jail facility at 3501 Hamtramck Drive in Hamtramck, Michigan. Certain merchandise shall be delivered and prepared directly at the Baird facility at 570 Clinton in Detroit. Bulk cooked/chilled food items are delivered five (5) days per week to the Baird facility.
 - iv) All food served shall be wholesome and free from spoilage and decay. Contractor shall use only industry "best practices" to ensure wholesomeness and maintain appropriate liability insurance on products.
 - v) Contractor shall warrant that all food products will be purchased from suppliers using Hazard Analysis Critical Control Point (HACCP) programs. All food items shall be purchased from facilities and manufacturers that meet applicable federal and state regulations for food safety. Contractor shall provide written procedures for verification of food safety and quality of "spot buys" defined as items purchased at a discount usually from a buyer or distributor.
 - vi) Contractor shall ensure that all food products are in compliance with local, state, and federal codes, regulations and laws. Participation in federal and state programs (include those that apply commodities). Contractor agrees to make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes. The Contractor reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. The utilization/control of USDA donated commodities is subject to the following requirements: The Contractor will properly handle, store, and prepare all commodities. A weekly inventory shall be taken of all commodities by the Contractor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft, or shrinkage, and the balance at the end of the week. Commodities received will be used solely for the benefit of those persons in the jail. The Contractor shall credit to the County's invoice, the fair market value as determined by the USDA published rate, of each commodity item used for the period, deducting there from shipping and handling charges actually incurred.
 - vii) Contractor shall warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140 degrees F. if hot, 40 degrees F. if cold) and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, ketchup, or mustard) where indicated.
 - viii) Contractor shall prepare and distribute to the jails three (3) meals per day, seven (7) days per week to an average daily population of 1,700 inmates. The number of meals is an approximation and shall not be construed as a guaranteed minimum or maximum number of meals to be served.
 - ix) Additional meal categories and counts are as follows:



- x) Court Sack Meals for approximately 500 inmates, five (5) days per week are to be provided. These meals are in addition to regular inmate meals. Court sack meals are to consist of two sandwiches made with 4 slices of bread and 3-oz. meat and/or cheese, 2 portion control condiments, fresh fruit, chips or dessert item, and 1 portion pack beverage at least 8-oz. The number of meals is an approximation and shall not be construed as a guaranteed minimum or maximum number of meals to be served.
- xi) Registry/Work Release Sack Meals for approximately 700 inmates, seven (7) days per week are to be provided. These meals are in addition to regular inmate meals. Registry/Work Release sack meals are to consist of two sandwiches made with 4 slices of bread and 3-oz. meat and/or cheese, 2 portion control condiments, fresh fruit, chips or dessert item and 1 portion pack beverage at least 8-oz. The number of meals is an approximation and shall not be construed as a guaranteed minimum or maximum number of meals to be served.
- xii) Staff Meals for approximately 250 officers on the day and afternoon shifts (125 meals per shift, excluding the midnight shift) shall be offered and must be comparable on each shift. Staff hot meals shall be offered seven (7) days per week, served cafeteria style and must be served on Styrofoam. All staff meals are required to be served and consumed in the cafeteria only. The number of meals is an approximation and shall not be construed as a guaranteed minimum or maximum number of meals to be served.
- xiii) Contractor shall prepare and distribute to the Juvenile Detention Facility three (3) meals per day, one (1) snack per day, seven (7) days per week to an average daily population of approximately 90 inmates. The number of meals is an approximation and shall not be construed as a guaranteed minimum or maximum number of meals to be served. The Contractor shall also supply food items at the Juvenile Detention Facility, in a designated location, which may be stored as ready to eat selections or snacks, in the event of an emergency.
- xiv) Contractor's staff shall supervise inmate workers in the receipt of products, storage, meal preparation, and portion service for tray preparation.
- xv) The Contractor shall distribute inmate meals to all sites in the same manner provided in the current food service operation. All meals must be single serve, on thermal trays or other pre-approved delivery method, and distributed to each unit or designated area by count. Medical and common fare meals shall be tagged and bagged by inmate name and location. Sack meals shall be packaged and delivered in the method approved by the Sheriff's Office Food Service Manager or designee.
 - (i) All meals shall be prepared and served in accordance with the following schedule:
 1. Breakfast: 4:30 a.m. to 6:15 a.m.
 2. Lunch: 11:00 am to 12:30 p.m.
 3. Supper: 4:00 p.m. to 5:30 p.m.
 - (ii) All meals at the Juvenile Detention Facility shall be prepared and served in accordance with the following schedule:
 1. Breakfast: Monday-Friday 7:15 a.m. to 7:40 a.m.
 2. Breakfast: Saturday and Sunday 8:00 a.m. to 8:30 a.m.



3. Lunch: 11:00 a.m. to 12:00 p.m.
4. Dinner: 4:00 p.m. to 5:00 p.m.

(iii) The number of inmate workers currently provided during each shift at each facility is as follows:

1. Divisions 1 and 2: Day 20, Afternoon 20
2. Division 3: Day 40, Afternoon 30, Breakfast 15 and may be adjusted by the Chief of Jails based on the decrease in the average daily inmate population.

(iv) The start and end times for inmate workers will be based on workload and determined by jail food services in conjunction with the jail deputy chief or commander.

xvi) Contractor shall prepare required portions based on the menu, and transport in bulk to the facilities, utilizing their own vehicle. Contractor shall assume all liability and maintenance for said vehicle.

xvii) Contractor shall provide additional food services as mutually agreed upon at mutually agreed prices.

b) Menu, Menu Cycle, and Menu Records

- i) Contractor shall prepare menu items using a variety of food flavors, textures, temperatures, and appearances. A variety of ethnic meals should be included. A minimum of seven (7) spirit lifter meals shall be provided annually, including Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal to be scheduled at the County's discretion. All meals shall be provided at contract rates.
- ii) Menu cycle will run no less than four (4) weeks (28 days). Contractor shall plan menus in advance using the four-week cycle pattern. Menus for the period covered will provide sufficient variety and shall be designed with the inmate population in mind.
- iii) Proposed menus shall be submitted to the Jail Director or designee for review and approval at least fifteen (15) days before the first effective day of the menu cycle. Items disapproved by the Jail Director or designee shall not be served. Proposed menus for the Juvenile Detention Facility shall be submitted to its Director or designee for review and approval at least fifteen (15) days before the first effective day of the menu cycle. Items disapproved by the Juvenile Detention Facility Director or designee shall not be served. Contractor will provide alternatives to rejected items within five (5) days. A sample of an acceptable four-week menu is attached.
- iv) Menus shall comply with the recommended daily allowances established by the National Academy of Science and the U.S. Department of Agriculture and shall provide an average of 2,800 calories and 70 grams of protein per day in addition to all required nutrients. This will be met by providing a minimum of 4 oz. of meat or meat equivalent per day, excluding breadings. A meat or meat equivalent may include meat, eggs, cheese, peanut butter, or soy. Menus shall provide a minimum of one (8 oz.) serving of fluid milk per day. All food items must be "Trans Fat Free" and contain no pork or pork by-products. No organ meats shall be allowed in any ground meat.



- v) Contractor's proposal shall include a computerized nutritional analysis of recipes and products item-by-item along with a weekly summary indicating the percentage of compliance to the highest Recommended Dietary Allowance values for the population. Each item on the menu shall have specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe that will be used for Beef, Macaroni, and Tomatoes. All other meal items shall be separately identified on the computer analysis.
- vi) All menus, including special diets shall meet the standards for adult and juvenile holding and detention facilities as established by the ACA American Correctional Association.
- vii) Contractor shall provide medical meals conforming to physician-ordered specifications at no additional cost to the County. The most common medical diet orders consist of: Low Sodium, Low Fat, Diabetic, and High Caloric. The average daily number of inmates receiving medical diets is 200. The number of meals is an approximation and shall not be construed as a guaranteed minimum or maximum number of meals to be served.
- viii) Contractor shall provide meals conforming to common fare diets if ordered by the Chaplain and approved by the commander. An agreed upon price will be charged for common fare meals. The current average number of inmates receiving a common fare diet is 15. Of the 15, 5 are Kosher and 10 are Halal. The number of meals is an approximation and shall not be construed as a guaranteed minimum or maximum number of meals to be served.
- ix) To ensure a minimum level of menu quality at JDF, at least five ½-cup fruit and vegetable equivalents are required each day on the menu. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. Items such as fruit drinks, rice, and noodles do not qualify as fruit or vegetable equivalents. To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of 1/2 oz. shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate mustard and ketchup condiments, not unnecessary margarine.
- x) All menu items must be listed weight or volume measurements (e.g. ½ c, 3 oz. wt., etc.). All cake, muffin and cornbread portions that are cut in a pan must indicate the size of the cut (e.g. 1/60 cut). Meat portions in casseroles must include cooked weight measurements of meat or meat equivalent per portion (e.g. a 10 oz. planned to include 2 oz. of meat or meat equivalent should be written on the menu as 10 oz. (2 oz. meat). Weights of entrees on menus must be indicated as cooked or raw weights. For those items purchased already fully cooked, it shall be indicated as either prior to reheating or following reheating. The ground meat to be served must be indicated on the menu. For example, if ground turkey will be utilized in the casserole, that must be indicated on the menu. If diced meat is intended to be served in a casserole, indicate diced in the name. If imitation cheese is to be served, it must be indicated on the menu. Appropriate condiments to be served must be included on the written menu.
- xi) Balanced Menu Planning Requirement: Menus shall be planned with products and recipes with proven inmate acceptability.
- xii) Hamburger buns and hot dog buns are required when hamburger or hot dogs are listed on the menu. No organ meats shall be allowed in any ground meat.



xiii) Contractor shall maintain documentation of all meals served including substitutions for a minimum of three years after termination of the contract.

c) Nutritional Requirements

i) All institutional meat purchases must meet the "General Requirements" as formulated by the U.S. Department of Agriculture. All applicable items must have grading certificate.

ii) Grade minimums for food items shall be as follows:

- (a) Seafood – USDA Grade A or better
- (b) Poultry – USDA Grade A or better
- (c) Vegetables (canned) – Extra Standard or better
- (d) Fruit (canned) – Extra Standard or better
- (e) Beef – USDA Good or better
- (f) Eggs – USDA Grade A medium
- (g) Fresh Fruits and Vegetables – USDA Grade A
- (h) Dairy Products and Cheese – USDA Grade A
- (i) Ground Beef – USDA Utility or better, not to exceed 25 percent fat

iii) A copy of the dietician's ADA registration card shall be submitted with the proposal. A registered dietician shall approve all menus prior to service and annually thereafter.

iv) Cooking temperatures and cooking time will be regulated in order to retain nutrients and to serve palatable and attractive food.

2. Commissary

i) Contractor shall provide commissary services to the inmate based on 1,700 Average Annual Population.

ii) Contractor shall provide the indigent population with indigent supplies and kits at the request of the County based on administrative rules and existing court orders relating to jail commissary.

- i. 30 day indigent kits
- ii. 60 days indigent kits
- iii. 90 days indigent kits
- iv. 120 days indigent kits

3. Personnel Requirements

a) Staff

i) Contractor shall provide a properly selected and trained staff with sufficient number of personnel to efficiently fulfill the requirements of this RFP. In selecting its personnel, County desires that Contractor give first consideration to current Contractor's food service employees.



- ii) Contractor shall assume all liability for its personnel and pay all wages, salary, fringe benefits, overtime, and payroll taxes, and shall be responsible for all discipline.
 - iii) Contractor's personnel must include a full-time Food Service Director, and a corrections-experienced Registered Dietician available for menu development and review, and an adequate full-time supervisory staff to monitor a seven-day, two-shift operation.
 - iv) Contractor's staffing plans must provide adequate resources to meet the County's food service objectives. Contractor shall assign a minimum number of employees/supervisors per shift to oversee and supervise all aspects of the food service operation. Inmate workers will be provided as the Contractor requires, subject to the approval of the County's designee. Contractor shall train and supervise inmate workers, subject to the overall control of the County. Inmate workers will be used for receiving, storing, food preparation, meal delivery, and general sanitation and cleaning. Contractor shall have a contingency plan in the event the number of inmate workers falls below that which is required to prepare and deliver meals.
 - v) Contractor shall have at least one employee in the kitchen at all times during food service operation.
 - vi) Contractor's personnel assigned to the jail shall submit to periodic health examinations at least as frequently and as stringently as required by law and Sheriff Office policies. Contractor shall upon County's request, submit satisfactory evidence of compliance with all health regulations.
- b) Security
- i) Contractor's personnel assigned to the jail shall be subject to a background investigation including state and federal fingerprint-supported criminal history records check, and must comply with Jail security policies and procedures.
 - ii) Contractor's personnel assigned in the jail shall be subject to drug screens at the discretion of the Sheriff's Office.
 - iii) Contractor shall acknowledge that the County has zero-tolerance for sexual assault and harassment in accordance with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 W.S.C. 156501 et seq.) Contractor's failure to comply with PREA, including PREA Standards and County policies may result in termination of the contract.
 - iv) Prior to start of employment at the Juvenile Detention Center, all potential employees must:
 - 1. Submit to a criminal history background check.
 - 2. Obtain a clearance from the Michigan Department of Human Services Neglect and Central Registry.
 - 3. Submit to a Tuberculosis screening.

It shall be within the sole discretion of Wayne County to determine if any potential employee meets the requirements for assignment of employment at the Juvenile Detention Facility.



Tuberculosis screening and background clearances are required to be performed on an annual basis, in accordance with the licensing rules for child care institutions.

c) Training

- i) Contractor's personnel will be required to participate in jail security training and must follow all requirements necessary for security and Security Pass.
- ii) Contractor shall provide training to inmate workers in food service preparation, delivery, and provide the County with signed documentation.
- iii) Contractor shall provide training to its personnel in food service preparation, delivery and management.
- iv) Any employee assigned to work at the Wayne County Juvenile Detention Facility will be required to participate in training prior to assignment to the facility. Training is required to be performed on an annual basis, in accordance with the licensing rules for child care institutions.

d) Uniforms

- i) Contractor shall provide professional, neat uniforms that distinguish the Contractor's personnel from the County's officers, GAA staff, and inmates.

e) Complaints

- i) Contractor in conjunction with the Jail Food Service Manager shall on a daily basis process and review inmate grievances regarding food service.

4. Products, Supplies, Equipment Maintenance, and Inspections

- i) Contractor shall provide all cleaning products, and non-consumable supplies for the kitchen area, including, but not limited to: paper supplies, trash bags, cleaning cloths for food preparation area and dishwashing, and safety wear for staff and inmate workers. Cleaning supplies/chemicals must meet all environmental, safety standards and include Material Safety Data Sheets at each cleaning station. These supplies shall remain the property of Contractor.
- ii) Contractor shall provide all equipment, non-durable kitchen supplies (including, small ware and disposables) office supplies, and uniforms incidental and necessary to its food service operation.
- iii) Contractor shall be responsible for daily cleaning and housekeeping of food service preparation and storage areas and equipment, routine preventive maintenance, and shall on a continuing basis, maintain standards of sanitation required by state and local regulations.
 - i. Contractor shall maintain kitchen facility in manner to achieve satisfactory inspection ratings by County personnel and state health agencies.
 - ii. If necessary, Contractor must purchase and maintain any heating carts required to stage or transport food.



- iii. Contractor shall maintain, repair, replace if necessary, all equipment, food service or other, currently in place within the facilities required for the food service operation. The Contractor must provide a detailed plan of maintenance procedures, including a detailed preventive maintenance plan. The County reserves the right to inspect all preventive maintenance and repairs performed by the Contractor. The average annual expenditure for equipment repair is \$50,000.
- iv. At contract termination, the Contractor shall return the food service premises and all equipment furnished by the County in the condition in which they were received, except for the following circumstances: ordinary wear and tear; the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence; to the extent that said equipment may have been stolen by persons other than employees of the Contractor without negligence on the part of the Contractor or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. Upon contract termination, the County will pay for needed repairs caused by normal wear and tear and replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the Contractor.

5. Licenses, Permits, Fees, Taxes, and Insurance

- i) Contractor shall secure and pay all federal, state and local licenses, permits, and fees to provide the food service operations required in this RFP.

6. Billing / Record keeping

- i) Billing process/Record Keeping: Contractor shall submit to the County no later than the second business day of the following week, covering the preceding week, an invoice for meals ordered. The invoice shall indicate the number of meals ordered and contain the following categories: Inmate housing, registry, court, and staff. Invoices shall be prepared in a manner approved by the County.
- ii) Records Access: The Contractor shall keep full and accurate records of the sales in connection with food services. A copy of said record shall be supplied to the County's designee on a weekly basis no later than the second business day of the subsequent week. In addition, all such records shall be available for auditing by the County at any time during regular business hours.
- iii) Contractor shall provide the County with the Minimum Annual Guarantee on the 15th of each month for the prior's month sales. The Minimum Annual Guarantee is based on the Average Daily Population report provided by the Wayne County Sheriff's Office daily to the Contractor.

3.3 Contract Term:

The term of the resultant contract shall be for a period of 3 years with one additional 24-month extension option, which may be exercised at the discretion of Wayne County.

3.4 Additional Specifications:



The unit prices agreed upon shall be firm from the start of the contract until December 31st. Prices shall be re-determined each year during the month of December, to be effective the first day of January, based on the U.S. City Average, Food Away From Home Index, published by the U.S. Department of Labor. Unit prices per meal may increase or decrease, and shall remain firm for the entire re-determination period.

3.5 County Responsibilities:

- a) The County agrees to provide inmate workers to the Contractor, subject to the approval of the Chief of Jails. The County will provide adequate levels of inmate workers at the times and locations necessary to ensure efficient food service operations.
- b) The County shall provide accurate and timely orders for the number of meals to be served to inmates, Court, Registry, and staff. The County will provide a meal count order to the Contractor thirty minutes prior to plating of the meals.
- c) The County will provide the Contractor the use of all equipment, food service or other, currently in place and in the current condition within the facilities described.
- d) The County will provide general maintenance to the building structure including, but not limited to: maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, wall and ceiling surfaces, duct work, and floor coverings. The County's maintenance does not include day-to-day cleaning services in the kitchen areas.
- e) The County will perform major repairs or replacement of the chillers, coolers, large food preparation equipment such as: combi-ovens, kettles, convections, skittles, ovens and reheating equipment.
- f) The County will provide security and control in, to, and from the food service area, including limitation of inmate movement, and physical security of employees, suppliers, and other authorized visitors.
- g) The County will provide pest control for all areas assigned to the Contractor.
- h) The County will provide laundry services for all towels and dishcloths used in the food service operations. This does not include Contractor supplied uniforms.
- i) The County will be responsible for removal of trash from the jail floors and will provide adequate trash removal facilities and services as deemed necessary to maintain the highest standards of sanitation.



SECTION 4.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains key information as well as instructions to proposers on how to prepare and submit their proposal:

4.1 Wayne County Responsibility

Wayne County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

4.2 Truth and Accuracy of Representations

The Wayne County Procurement Director or designee may reject any proposal that is evaluated and determined to include false, misleading, incomplete, or deceptively unresponsive statements.

4.3 Proposer Q&A

Proposers may submit written questions regarding this RFP, by the questions deadline date, to the individual identified on the cover page. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions please specify the RFP section and paragraph number, and quote the language that prompted the question. This will ensure that the issue can be quickly found in the RFP. Wayne County reserves the right to group similar questions when providing answers.

Wayne County may modify the RFP at any time during the bid process. All changes to the RFP will be posted as an addendum under the bid number and each posting officially revises the RFP.

4.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFP. The proposal must remain valid for at least 180 days from the due date for responses to this RFP.

There is no contract until the agreement is approved by the Wayne County Commission (if such approval is required by the Procurement Ordinance) and executed by the County Executive.

The Proposer will be responsible for completing all documents and forms listed under Part 2, Section 5, of this RFP, which is titled Supplier Submittal Requirements. If not provided, proposer will be required to download the forms. Complete the forms, including signature, and then upload the forms. These documents and forms are as follows:

- Documents demonstrating minimum qualifications – It is expected that a Proposer will include completed forms to demonstrate minimum qualification requirements are met, which include:
 - References



- Business Information Questionnaire
- Resumes for key personnel
- Licenses/Certificates
- Signed Proposal Form – The Proposer **must** sign the Proposal Form. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the County if the Proposer is determined to be the most responsive and responsible Proposer.
- Pricing Sheet – The Proposer **must** use the Pricing Sheet that accompanies this RFP. Any other pricing format submittal may result in disqualification.
- Response to Scope of Work Requirements Form - The Proposer shall include a detailed response to the outlined requirements.
- Terms & Conditions Form – Proposer will review terms and conditions. Any exceptions to the terms and conditions need to be identified in the proposal otherwise it will be determined that the terms and conditions are acceptable to the Proposer.
- First Tier Subcontractor Designation Form – This form is required to be completed by all prime contractors for contracts greater than \$50,000.
- Ethics in Contracting Vendor Form – This form is required to disclose any relationships between the principal/managing members of the proposing company and Wayne County employees for all contracts greater than \$20,000.
- W-9 Form – This form is required to verify the proposer's federal tax identification (EIN) number and legal business name.
- Fair Employment Practices (FEP) Certificate – A current FEP certificate is required of all companies that do business with Wayne County. If the proposer does not have this certification, an application must be submitted to the Human Relations Department at the time of proposal submission for all contracts greater than \$50,000.
- Evaluation Criteria – Proposer is to include any additional materials or documentation, which supports its ability to meet or exceed the Evaluation Criteria outlined in Section 4.10 of this RFP.

There are no unique formatting requirements. Information provided shall be organized and in a readable format.

4.5 Proposal Submission Requirements

To be considered, the proposal must be prepared in the manner and detail specified in this RFP.

- 1) Proposals, all attachments, and any modifications or withdrawals, must be submitted electronically through the BidNet Direct (MITN) Bid System (<https://www.bidnetdirect.com/>). Proposers should provide the documents in a modifiable form (e.g., Microsoft Word or Excel), but have the option to also



provide copies of any documents in a non-modifiable form (e.g. PDF) with the sole exception of any pricing which must be provided in Excel format, when an Excel Pricing Sheet is provided. Proposer's failure to submit a proposal as required may result in disqualification of such proposal. The proposal and attachments must be fully uploaded and submitted prior to the due date and time identified above.

Proposals received after the deadline will not be accepted.

Do not wait until the last minute to submit the proposal, as the BidNet system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials. The BidNet system will not allow a proposal to be submitted after the due date and time identified on the cover page.

- 2) The opening/downloading of a proposal does not constitute the County's acceptance of the Proposer as a responsive and responsible Proposer.
- 3) Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP, specifications and terms of the Form of Contract, and the County's Procurement Ordinance, and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- 4) Proposals sent by facsimile, telegraph, or email will not be considered.
- 5) All costs incurred in the preparation and presentations of the proposal, as well as any resulting contract, are the Proposer's sole responsibility; no such costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the County.

4.6 Duplicate Proposals

No more than one (1) proposal from any Proposer, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

4.7 Withdrawal

Proposals may be withdrawn by written notice prior to the proposal deadline indicated on the cover page of this RFP. No proposal may be withdrawn after the deadline for submission.

4.8 Evaluation Process

All Proposals will be reviewed for compliance with the mandatory minimum requirements stated within this RFP. Proposals not in compliance with the mandatory minimum requirements will be eliminated from further consideration.

- A. Wayne County may contact the Proposer for clarification of the Proposer's proposal.
- B. Wayne County may require the Proposer to submit additional and/or supporting materials
- C. Responsive proposals will be evaluated on the factors identified in this RFP. The Proposer(s) whose proposal is advantageous to the County, taking into consideration the evaluation factors, will be recommended for award approval.



4.9 Evaluations and the Proposal Evaluation Committee

Wayne County reserves the right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s).

All requests for proposals shall be reviewed and evaluated by an Evaluation Committee approved by the Procurement Director. Evaluation Committees are usually comprised of at least three voting members, but they can be any size. Voting membership on the Evaluation Committee shall be limited to County employees; however, the Procurement Director, Procurement Officer, public officials and/or consultants under contract with Wayne County may sit as non-voting consulting members. (Bid Evaluator's Guide)

All proposals will be evaluated based on Section 4.10 below. All proposals will be scored and ranked in numerical sequence as outlined in the Bid Evaluator's Guide. Wayne County may also, at its option, invite proposers being evaluated to make an oral presentation or conduct site visits, if appropriate.

After a prospective supplier/contractor has been selected, Wayne County and the prospective supplier(s)/contractor(s) will negotiate a contract.

Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the County. If a Proposer finds a discrepancy, error, or omission in the proposal package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing Contact noted on the cover page of this RFP, so that written clarification may be sent to all prospective proposers. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Contact only before the Question Deadline indicated on the cover page of this document. All answers will be issued in the form of a written addendum.

Proposers shall not be provided any information about other proposals or prices or where the Proposer stands in relation to others at any time during the evaluation process. Any request for such information by a Proposer, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Proposer may be eliminated from further consideration.

4.10 Evaluation Criteria

4.10.1 Experience & Qualifications (40 points)

(a) Provide a detailed Company Profile, including:

- (1) Date organized to provide institutional and/or volume food service
- (2) Corporate background and depth of support, including description of parent company, if any
- (3) Detail corporate headquarters and regional office organizational structure
- (4) Number of employees in each location
- (5) Number of years in business
- (6) Experience and qualifications of key personnel. Indicate which of the key personnel, if any, will implement the County's food service program. Attach resumes which should include, but not be limited to: previous experience in projects of similar scope, educational background, certifications, licenses, training, and special skills.



- (7) Provide a list of benefits provided to all employees, including insurance coverage, vacation plan and other related benefits. If no hourly benefits are provided, clearly address your plan for employee recruitment and retention, including hourly wage rates.
 - (8) Address your plan to secure and/or maintain any food service accreditation for delivery of food service to Wayne County Jails and Juvenile Detention Facility.
 - (9) Describe the Proposer's demonstrated ability to comply with American Correctional Association standards for local detention facilities and attain ACA certification for food services.
 - (10) Describe your central office's capability to supervise and monitor the program ensuring satisfactory provision of services.
- (b) List company achievements in providing correctional or institutional food service management.
 - (c) Describe current contracts or business with other correctional or institutional food service facilities. Include:
 - (1) Client
 - (2) Date of original contract
 - (3) Scope and size of Project
 - (d) List Facilities currently accredited by a State or Federal Accreditation Board. Include:
 - (1) Name of facility
 - (2) Accrediting agency – list all
 - (e) Provide references, indicating facility locations, name, and telephone number of contact person. This list should contain at least five (5) current references, preferably of a size and service complexity comparable to Wayne County.
 - (f) List all contracts terminated in the past five (5) years and the reason for termination.
 - (g) Describe your contingency plan(s) to provide service in the event of lockdown, traffic accident, weather or national security emergency, power failure, fire, flood, or other acts of nature that would cripple the normal operation, including labor walkouts and work stoppages. Indicate any alternate emergency preparation sites in the Wayne County area or within a 45-minute drive of the jails and juvenile detention facilities.
 - (h) Indicate how you will comply with the requirement to have qualified and trained staff with sufficient back-up personnel. (Personnel must include a full-time, corrections-experienced Registered Dietitian available for menu development, review and recommendations.)
 - (i) Describe your experience working in Michigan facilities.

4.10.2 Operating Plan and Timeline (20 points)

- (a) Include a detailed Work Plan complete with staffing plan, by shift, by positions, and work hours. Clearly detail the proposed use of inmate workers as part of the food service operations. Include number of inmate workers required on each shift for each location.



- (b) List the responsibilities of Contractor's staff. Include an explanation of the supervision method. (Note: inmate workers are not permitted to supervise other inmate workers.)
- (c) Outline the training provided as part of the Contractor's overall vocational training program.
- (d) Include a specific plan for maintaining safe and wholesome food and use of HACCP standards during receipt, storage and preparation of all foods.
- (e) Describe your specific procedures for providing safe, sanitary, and secure food service management, including supervision and control of inmate workers and internal security of products and equipment available to inmates.
- (f) Outline procedures used to ensure all meals are served at appropriate temperatures and in a manner that makes them palatable, neat, and visibly pleasing. Daily written records are mandatory
- (g) Describe procedures to implement meal distribution to inmates and staff in accordance with the current distribution methodology.
- (h) Include a copy of your menus which must meet all the requirements of the RFP.
- (i) Describe your policies for serving special meals (spirit lifters) on holidays. Identify proposed menus and holidays.
- (j) Describe your procedure for dealing with inmate/staff complaints about food and how you intend to minimize the potential for complaints.
- (k) Describe your plan for ensuring nutritional compliance with substitutions.
- (l) Detail any additional equipment necessary for efficient food service operation.
- (m) Describe your method to monitor inmate meal satisfaction.
- (n) Indicate your method to develop and revise food service policies, procedures and documentation requirements.
- (o) Describe your Quality and inventory control methods and standards.
- (p) Clearly detail your Contract Implementation Plan, including you plan for immediate start-up upon contract approval.
- (q) Describe procedures for weekly billing and weekly inventory of food and supplies.
- (r) Describe operational procedures for handling food service should on-site kitchen facilities be rendered unusable by fire or any other reason.

4.10.3 Employee Transition Plan (10 points)

- (a) It is the County's objective that the selected Contractor gives consideration to hiring the food service personnel provided by the current Contractor. Describe in detail your proposal to transition the current food service personnel to available positions. Provide references for similar transitions, if applicable.

4.10.4 Project Cost (25 points)

- (a) Complete the enclosed price sheet.
- (b) Complete the attached Price Sheet based on the sample 4-Week Cycle Menu. A Base Bid for an aggregate meal price based on the County menu must be provided. However, there are optional alternative pricing plans that may be proposed in addition to the Base Bid.

4.10.5 Utilization of First Tier Subcontractors located in Wayne County (5 points)



- (a) Please complete the "Purchasing Division Utilization of First-Tier Subcontractor Form" included in this RFP.
- (b) Provide a description of the services each first-tier subcontractor located in Wayne County will provide along with the total amount each subcontractor will be compensated.
- (c) A formal letter of intent between the Proposer and each first-tier subcontractor located in Wayne County formalizing the intent to subcontract is required, if awarded a contract pursuant to this RFP.

Depending on the amount of points assigned to the "utilization of subcontractor located in Wayne County" criteria, proposals shall receive a prorated number of the points based on the total percentage of subcontractors located in Wayne County that are utilized as set-forth in the "First-Tier Subcontractor Designation" form.

(For Example: if the total points allocated for the "utilization of subcontractor located in Wayne County" criteria is 8 points, and a Respondent utilizes 30% of total subcontractors located in Wayne County; then the proposer will receive 2.4 points for this criteria).

4.10.6 **Evaluation Credits**

Provide a County Based Enterprise, Targeted Growth Community Enterprise, or other Wayne County Advantage program certificate (See Section 1.10) if applicable; otherwise, evaluation credits will not be considered.'

4.11 **Optional Tools to Enhance the Evaluation Process**

Wayne County, during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Wayne County.

4.11.1 **Clarifications**

Wayne County may issue a clarification request, in writing, to one or all Proposers. A clarification request does not allow a Proposer to change its proposal. The clarification response may include additional information to address any ambiguities or deficiencies in the proposal.

4.11.2 **Oral Presentation**

Wayne County may require an oral presentation of the Proposer's proposal. This presentation provides an opportunity for the Proposer to clarify its proposal.

4.11.3 **Site Visit**

Wayne County may conduct a site visit to tour and inspect the Proposer's facilities.

4.11.4 **Best and Final Offer (BAFO)**

Wayne County may request a Best and Final Offer (BAFO) from each Proposer determined to be in the competitive range.



4.12 Negotiations

After a prospective Contractor(s) has been selected, Wayne County and the prospective Supplier(s) will negotiate a Contract. If a satisfactory Contract cannot be negotiated within a reasonable amount of time, as determined by the County, Wayne County may, at its sole discretion, begin negotiations with the next qualified Proposer who submitted a proposal.

4.13 Wayne County Option to Reject Proposals

The County reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received, if it is determined by the Procurement Director or designee that the best interest of the County will be served by doing so. The County may reject any proposal from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Proposer is debarred by the County from consideration for a contract award, or if Proposer has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other penalty within the two (2) years immediately preceding the date of issuance of this document.



PART 2 – SUPPLIER SUBMITTAL REQUIREMENTS

SECTION 5.0 – REQUIRED DOCUMENTATION AND FORMS

(Mandatory Minimum Requirements Checklist)

<input checked="" type="checkbox"/>	DOCUMENTATION AND FORMS
	<p>5.1 Demonstrate that the Proposer OR Proposer or its subcontractor OR Proposer or its key personnel meet the minimum qualifications outlined in Section 2.0 by submitting the following:</p> <ul style="list-style-type: none"> • Completed References Form • Completed Business Information Questionnaire • Resumes for key personnel • Licenses/Certificates
	5.2 Signed Proposal Form
	5.3 Pricing Sheet [Appendix A]
	OTHER FORMS (Download*, complete and include with your bid)
	5.5 Response to Scope of Work Requirements Form
	5.6 Terms and Conditions Form
	First Tier Subcontractor Designation Form
	Ethics in Contracting Vendor Form
	W-9 Form
	Fair Employment Practices (FEP) Certificate (Must apply for certificate with the Human Relations Department)
	EVALUATION CRITERIA
	Include any additional documentation that demonstrates how your company meets or exceeds the Evaluation Criteria outlined in Section 3.10.

* Download Forms that are not included at:

<https://www.waynecounty.com/departments/mb/procurement/procurement-forms.aspx>



5.1.1 REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS

(Outlined in Section 2.0)

Complete the following information for a minimum of three (3) customer references for products/services of similar scope dating within the past two (2) years.

Reference 1:

Entity Name:	Contact Name and Title:
City:	State:
Phone Number:	Email Address:
Years Serviced/Date of Project:	Annual Volume/Contract Amount:
Description of Project or Services:	

Reference 2:

Entity Name:	Contact Name and Title:
City:	State:
Phone Number:	Email Address:
Years Serviced/Date of Project:	Annual Volume/Contract Amount:
Description of Project or Services:	

Reference 3:

Entity Name:	Contact Name and Title:
City:	State:
Phone Number:	Email Address:
Years Serviced/Date of Project:	Annual Volume/Contract Amount:
Description of Project or Services:	



**5.1.2 BUSINESS INFORMATION QUESTIONNAIRE THAT DEMONSTRATES MINIMUM QUALIFICATIONS
(Outlined in Section 2.0)**

Please provide the following:

1. Company's official registered name

2. Brief history of your company, including the year it was established

3. Company's Dun & Bradstreet (D&B) number (Required for federally funded contracts, optional otherwise)

4. Company Type (Corporation, LLC, Joint Venture, Partnership, Individual). If Corporation, include State of Incorporation and Date of Incorporation.

5. Company's organizational chart of those individuals that would be involved in the contract. Include Partners, Principals, Corporate Officers or Owners, Corporate Directors.

6. Corporate office location

a. List the addresses of sales and service offices/locations in Michigan

b. List the names of key contacts at each with title, address, phone and e-mail address

7. List of principal stockholders (i.e., those holding 5% or more of the outstanding stock)

8. What differentiates your company from your competitors?

9. Financial Disclosure/Conflicts of Interest (Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with Wayne County, or with any of its Commissioners or officers.

10. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

11. Has your company been debarred by the Federal or any State Governments? Yes No

If yes, has it been lifted and if so, when?

12. Has your company had contracts terminated for breach or failure to perform within the past five years? Yes No

If yes, by whom and why?



5.2 PROPOSAL FORM

PROPOSAL FORM

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation

The Undersigned hereby offers and, if the contract is executed by the County Executive, agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals. The Undersigned further agrees to accept, via email or other electronic means, any and all notifications and contractual documents including, but not limited to, notifications, insurance verification requests, and purchase orders.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Proposers, including the Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, agrees to be obligated, if recommended for award of the contract and if the contract is executed by the County Executive, to provide the stated goods and/or services to the County for the term as stated in this RFP, and to enter into a contract with the County, in accordance with the conditions, scope and terms, as well as the Form of Contract, together with any written addenda as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Proposer represents that: 1) the Proposer is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Proposer will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:

The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. bid bond).

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.



No proposal shall be accepted which has not been manually signed in ink in the appropriate space below.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name:	Name:
Address:	Title:
City: State: Zip:	Phone:
*Signature of Authorized Person	Fax:
Printed Name	Email:

*Proposal Form **must** be signed by an authorized representative.



5.3 PRICING SHEET AND OTHER PRICING REQUIREMENTS

Complete APPENDIX A (Pricing Sheet), with the following considerations:

5.3.1 Tax Excluded from Price

(a) Sales Tax: Wayne County and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Wayne County may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Wayne County's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.

5.3.2 Special Incentives

Wayne County is interested in any other special programs and alternative recommendations that Proposer's may have. Please discuss these programs, such as customer employee retail discounts, return policies, trade-in programs allowing the return of new product not needed, quantity discounts, green product offering, Michigan made products. For contracts designated to be extended to other schools, municipalities and counties it is expected that Wayne County will see an offer for administrative fees and rebates to assist in the operation of this consortium.

5.3.3 Price Stability Guarantee

For the first twelve months of the Agreement, the Proposer must guarantee to provide the services at the proposed rates.

5.3.4 Proposal Pricing

Proposal pricing must reflect Net 45 payment terms.

5.4 PROPOSAL GUARANTEE/BID BOND

N/A.



5.5 RESPONSE TO SCOPE OF WORK REQUIREMENTS FORM

Review Section 3.0 (Scope of Work Requirements), as outlined in the corresponding sections below, and confirm your understanding:

- Section 3.1 Contracted Scope of Services/Statement of Work
- Section 3.2 Specifications
- Section 3.3 Contract Term
- Section 3.4 Additional Specifications
- Section 3.5 County Responsibilities

Proposer Response to SOW Requirements: Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)



5.6 TERMS AND CONDITIONS FORM

Please reference the attached Agreement/Contract or Terms & Conditions Document.

Confirmation of review of Terms & Conditions

I have reviewed the terms and conditions. YES NO

I accept all the terms and conditions outlined. YES NO

Please outline exceptions to terms and conditions below, or attach a redlined, .DOC (MS Word) version of the document as part of your bid response.

Company Representative's Name _____

Company Name _____

Any exceptions to the Terms & Conditions contained herein shall be noted in writing below and included with the bid submittal.

Page Number	
Outline Number or Paragraph	
Term, Condition or Specification	
Exception	
Signature (same signature as on Bid Affidavit Signature and Acceptance form)	



PROVIDE A SEPARATE FIXED per meal price for:

Kosher Meal \$ _____
 Halal Meal \$ _____
 Juvenile Detention Facility Snack \$ _____

	Cost per meal with Commissary	Cost per meal without Commissary
Food Service Year 1		
Food Service Year 2		
Food Service Year 3		
Food Service Year 4		

	Commission percentage of gross receipts with food service	Commission percentage of gross receipts without food service
Commissary Minimum Annual Guarantee	%	%

DocuSign Envelope ID



PROFESSIONAL SERVICES CONTRACT

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THIS CONTRACT is between the County of Wayne, Michigan, a body corporate and Charter county, acting through _____ (the "County") and _____, a _____ corporation (the "Contractor").

1. PURPOSE

1.01 The County _____.

1.02 The Contractor is experienced and able to perform technical and professional services. The Contractor desires to provide these services for the County's

2. ENGAGEMENT OF CONTRACTOR

2.01 The County engages the Contractor and the Contractor agrees to faithfully and diligently perform the services according to the terms and conditions contained in this Contract and consistent with the standard of practice in the community.

3. SCOPE OF SERVICE

3.01 The Contractor must perform the services described in Appendix A in a satisfactory manner, as determined within the discretion of the County. The Contractor warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is qualified to perform the Services in this Contract.

3.02 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the County governs.

3.03 The services include all conferences and consultation deemed necessary by the County to properly and fully perform the services.

3.04 All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Contract. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Contract, and the Contractor shall be and remain liable in accordance with the applicable law for all damages to the County caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.

3.05 The Contractor shall comply with section 120-50 of the Wayne County Procurement Ordinance. As required by section 120-50, the Contractor shall not commence performance under this Contract or accept payment for services provided under this Contract until:

- A. If this is a contract that requires approval of the Wayne County Commission, this Contract is approved by the Wayne County Board of Commissioners and executed by the Chief Executive Officer; or
- B. If this is a contract that does not require approval of the Wayne County Commission, this Contract is executed by the Chief Executive Officer or a purchase order is issued.

The Contractor shall not rely on representations of any person who purports to authorize performance or payment contrary to section 120-50. If the Contractor provides performance or accepts payment prior to approval and execution as required by section 120-50, it does so at its own risk, and, to the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County against any actual damages, costs, expenses and liability of any kind the County may sustain, incur or be required to pay arising out of the Contractor's provision of Services or acceptance of payment in violation of section 120-50. In the event the Contractor provides Services in violation of section 120-50, then, in addition to any other remedies awarded to the County, the County may retain the funds that would have been owed to the Contractor as compensation for those Services but for the provision of those Services in violation of section 120-50. In the event the Contractor violates section 120-50, it shall be liable for actual damages, costs, expenses and liability of any kind, which the County may sustain, incur or be required to pay arising out of the Contractor's violation of section 120-50, and may be debarred from further County contracts.

4. TERM OF CONTRACT

4.01 This Contract begins on _____ and ends _____. The Contractor must expediently perform the services to achieve the objectives of this Contract. Upon written agreement, the parties may renew the contract for one year.

5. DATA TO BE FURNISHED CONTRACTOR

5.01 Upon the request of the Contractor, without charge, the County must furnish copies of all information, data, reports, records, etc., that the County thinks is necessary to do the services. The Contractor is entitled to visit County offices and key facilities as approved by the County, during regular

business hours to obtain the necessary data. The Contractor will schedule conferences at convenient times with key administrative personnel of the County to gather the information.

6. PERSONNEL

6.01 To induce the County to enter into the Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the services as set forth in the Contract. The execution of this Contract is within the Contractor's authorized powers, and is not in contravention of federal, state, or local law.

6.02 The Contractor warrants that all employees of the Contractor assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed.

6.03 Each employee must devote the time and professional ability as is necessary to most effectively and efficiently perform the services according to professional standards.

6.04 Whenever an employee assigned to this Contract must be replaced for any reason, the Contractor must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the services without obtaining prior County approval in writing.

6.05 Employees' daily working hours may be determined by the Contractor. When the employees are working in or about a County facility, Contractor agrees to adjust its employees' daily working hours to be the same as those worked by County employees working at the facility.

7. ADMINISTRATION

7.01 The Contractor must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

7.02 The Contractor must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Contractor is not required to perform in a manner materially in conflict with requirements imposed by any applicable law including any statute, county charter, ordinance, resolution or executive order.

7.03 The Contractor shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

8. COMPENSATION

8.01 The County agrees to pay the Contractor at the rates in Appendix B, attached. The compensation includes all remuneration to which the Contractor may be entitled. The County will not pay the Contractor for overtime, holiday or other premium charges or other benefits in addition to those stated in Appendix B. Maximum compensation shall not exceed \$_____.

8.02 The Contractor must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Contract. The County will compensate the Contractor under a separately negotiated agreement for any services rendered pursuant to this section.

9. METHOD OF PAYMENT

9.01 The County will pay for the proper performance of the services, commensurate with the progress of the work as evidenced by the timely performance of the services, and after it receives an invoice for payment. The invoice must certify the total cost of the services rendered to the project to date and the cost of all services for that billing period; and must describe the services rendered. If the invoice also requests reimbursement or payment for reimbursable expenses, the appropriate receipts must be attached. The Contractor must sign the invoice and send it to the County for each calendar month. This section is limited by the provisions of Article 8 with regard to the amounts payable for performance.

9.02 The Contractor must direct invoices to the attention of the individual specified in the Notice provisions, Article 19.

9.03 The Contractor must submit as part of the invoices, monthly progress reports indicating the Contractor's activities during the month and being signed by an authorized officer of the Contractor.

10. RECORDS - ACCESS

10.01 The Contractor must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The Contractor must keep the records according to generally accepted accounting practices and for a minimum of seven (7) years after the Contract's termination and completion. The Contractor must also maintain copies of all records, correspondence and documents, including electronically stored information, prepared in anticipation of this Contract, and for this Contract, for a period of seven (7) years after the Contract's termination and completion.

10.02 The County and the Legislator Auditor General have the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the Contractor, or any subcontractors, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Contractor. The Contractor must include a similar covenant allowing for audit by the County and the Legislative Auditor General in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Contractor pending the results of any such audit without penalty or interest.

10.03 The Contractor agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services. The inspections may be made at any time during normal business hours of the Contractor. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Contractor, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Contractor, in writing. The Contractor agrees to promptly remedy and correct any reported deficiencies within ten (10) days of notification by the County.

10.04 If, as a result of any audit conducted by or for a County, State of Michigan or Federal, agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the County may retain the amount of compensation in question from any funds allocated to the Contractor but not yet disbursed under the Contract. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any successive or future Contracts between the parties.

11. RELATIONSHIP OF PARTIES

11.01 The relationship of the Contractor to the County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to hold the County harmless from any claims, and any related costs or expenses.

11.02 For all purposes, County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venturer with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

12. INSURANCE

12.01 Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives, or employees.

12.02 Contractor shall maintain at least the following minimum coverage:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

- B. Umbrella or Excess Liability Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- C. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- D. Workers' Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

If the Contractor maintains higher limits than the minimum insurance coverage required in Section 12.02, the Contractor shall maintain the coverage for the higher insurance limits for the duration of the Contract.

12.03 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

12.04 Primary Coverage. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12.05 Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

12.06 Waiver of Subrogation. Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

12.07 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

12.08 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

12.09 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Contractor starts to perform the services.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

12.10 Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified