

**SHERIFF /
JAIL**



**CANTEEN
SERVICES**

INMATE FOOD SERVICES

JAIL: INMATE FOODS

ORIGINAL TERM:		PRICE PER MEAL:	ERP:
1.14.20 TO 1.13.23		LESS THAN 250: \$1.185	#245 
		251-299: \$1.145	
<input type="checkbox"/> RENEWAL TERM:	300 OR MORE: \$1.105		
1.14.23 TO 1.13.25		MEDICAL SNACK: \$1.250	
ORG:	OBJECT:	2020 AMOUNT:	
10135100	819040	\$429,475	
REVIEWED BY: ROBERT D. TOWNSEND - COHL, STOKER & TOSKEY, PC			

DESTROY:
#2019-12-192 **2032** 12.23.19

RESOLUTION

NO: 2019-12-192

LIVINGSTON COUNTY

DATE: December 23, 2019

Resolution Authorizing an Agreement with Canteen Services, Inc. to Provide Inmate Food Services – Jail

WHEREAS, there is an on-going need to provide meals for inmates housed in the Livingston County Jail; and

WHEREAS, the current contract is set to expire on January 14, 2020; and

WHEREAS, in accordance with the County’s Procurement Policy, a formal bid process was performed; submitted proposals were evaluated; and the Evaluation Committee recommends an award to the highest ranked proposal; and

WHEREAS, Canteen Services, Inc. submitted a proposal to provide Inmate Food Services per the scope of services described in RFP-LC-19-19 and per the negotiated rates and menus detailed in ‘Livingston County-Menu Option 5 Revised 12-12-2019.pdf’ for a three (3) year initial term with an option to extend for an additional two-year term for a contract period not to exceed five (5) years; and

WHEREAS, Canteen Services, Inc. has agreed to extend Livingston County’s contract within the constraints of its franchise agreement and territory to the Michigan Association of Counties CoPro+ program as a statewide cooperative agreement that will extend the contracted services to other government municipalities and school districts in Michigan; and

WHEREAS, funding for same has been allocated and approved in the 2020 Operating Budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an Agreement with Canteen Services, Inc. located at 905 N. Church St., Tekonsha, MI 49092 to provide inmate food services for Livingston County per the scope of services described in RFP-LC-19-19 and per the negotiated rates and menus detailed in ‘Livingston County-Menu Option 5 Revised 12-12-2019.pdf’ for a three (3) year initial term commencing on January 14, 2020 with an option to extend for an additional (2) two year term for a total contract period not to exceed five (5) years.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements and future amendments for monetary and contract language adjustments related to the above as prepared by Civil Counsel.

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MOVED: C. Griffith

SECONDED: K. Lawrence

CARRIED: Roll Call Vote: Yes (9): C. Griffith, D. Parker, D. Dolan, K. Lawrence, W. Green, W. Nakagiri, D. Helzerman, R. Bezotte and G. Childs; No (0): None; Absent (0): None

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OF COUNSEL
RICHARD D. McNULTY

January 31, 2020

Sent Via E-Mail

Carol Sue Jonckheere, Executive Assistant/Contract Administrator
Livingston County Administration
304 E. Grand River, Suite 202
Howell, Michigan 48843

Re: Second Draft of Jail Inmate Food Services Agreement

Dear Ms. Jonckheere:

Pursuant to e-mails I received from Elizabeth Young on January 30th and 31st, I have prepared and attached a revised draft of the Jail Inmate Food Services Agreement to be entered into with Canteen Services, Inc. that was sent to you on January 20, 2020. The attached Agreement is the same as the Agreement sent on January 20th with the exception of the insertion of a new Section XXX, Participation in Michigan Association of Counties' CoPro+ Program. It should be noted that as recommended by Ms. Young the second paragraph of this new Section XXX requires that all pricing submitted to the County and its participating entities by Canteen shall include a 1.5% administrative fee to be remitted to CoPro+ by Canteen on a quarterly basis and that said administrative fee shall be paid against actual sales volume for each quarter. I have been unable to find reference to this administrative fee in either the Request for Proposals, the Proposal submitted by Canteen, or in the Board's authorizing Resolution. I assume that this administrative fee and the payments to be made to CoPro+ have already been discussed with Canteen and have been agreed to.

The County Board of Commissioners authorized the attached Agreement in **Resolution No. 2019-12-192**. A copy of this Resolution has also been attached.

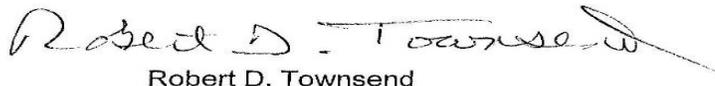
If the attached Agreement, as revised, is satisfactory, you may after printing off copies thereof and attaching copies of the Exhibits A and B thereto, proceed to obtain the signatures necessary for their execution. When the Agreement copies have been fully signed, please e-mail a copy thereof to my assistant Nicole Moles at nmoles@cstmlaw.com for insertion into our electronic file.

January 31, 2020
Page 2

If you have any questions with regards to the attached revised Agreement, do not hesitate to contact me.

Very truly yours,

COHL, STOKER & TOSKEY, P.C.



Robert D. Townsend

RDT/nam
Enclosures

cc: w/o enc. Sheriff Michael Murphy,
Lt. Jeffrey A. LeVeque, Jail Administrator
Elizabeth Young, Procurement Coordinator, Livingston County Fiscal Services

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OF COUNSEL
RICHARD D McNULTY

January 20, 2020

Sent Via E-Mail

Carol Sue Jonckheere, Executive Assistant/Contract Administrator
Livingston County Administration
304 E. Grand River, Suite 202
Howell, Michigan 48843

Re: Jail Inmate Food Services Agreement

Dear Ms. Jonckheere:

Attached is the Jail Inmate Food Services Agreement to be entered into between the County on behalf of the Sheriff and Canteen Services, Inc. (Vendor). Under this Agreement the Vendor is required to provide food services to the Jail's inmates at the per meal fees set forth in the Vendor's Proposal and approved by the County Board of Commissioners. The term of the attached Agreement covers an initial three years of January 14, 2020 to January 13, 2023 with the County retaining an option to extend the Agreement for an additional two years to January 14, 2025. Also attached are an Exhibit A and Exhibit B which are to be attached to the Agreement copies prepared for execution. The Exhibit A consists of the Vendor's Proposal Response to the County's Request for Proposals (RFP) Section 1.4 Contract Administration Approach and Section 1.6 Company Service Capabilities. The Exhibit B consists of the OPTION FIVE 4 – WEEK MENU WITH COLD BREAKFAST REVISED. In the event of a conflict between the terms of the Agreement and the Vendor's Proposal the County shall be the determiner as to which service description/requirement shall take precedence and prevail.

The County Board of Commissioners authorized the attached Agreement in **Resolution No. 2019-12-192**. A copy of this Resolution has also been attached.

If the attached Agreement is satisfactory, you may after printing off copies thereof and attaching copies of the Exhibits A and B thereto, proceed to obtain the signatures necessary for their execution. When the Agreement copies have been fully signed, please e-mail a copy thereof to my assistant Nicole Moles at nmoles@cstmlaw.com for insertion into our electronic file.

If you have any questions with regards to the attached Agreement do not hesitate to contact me.

Very truly yours,

COHL, STOKER & TOSKEY, P.C.


Robert D. Townsend

RDT/nam
Enclosures
cc: w/o enc. Sheriff Michael Murphy
N:\Client\Livingston\Sheriff\Letters\Jonckheere\Ltr re Food Svcs Agr w Canteen Svcs 2020-2023.docx

JAIL INMATE FOOD SERVICES AGREEMENT

BETWEEN

COUNTY OF LIVINGSTON

AND

CANTEEN SERVICES, INC.

FOR PERIOD COVERING:

JANUARY 14, 2020 TO JANUARY 13, 2023

WITH OPTION TO RENEW TO JANUARY 14, 2025



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JAIL INMATE FOOD SERVICES AGREEMENT

THIS AGREEMENT, which is effective commencing January 14, 2020, is made and entered into by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") acting on behalf of the **LIVINGSTON COUNTY SHERIFF** (hereinafter referred to as the "Sheriff"), and **CANTEEN SERVICES, INC.**, with offices at 905 N. Church St., Tekonsha, MI 49092 (hereinafter referred to as the "Vendor").

RECITALS:

WHEREAS, the County, in Request for Proposals, RFP-LC-19-19, Inmate Food Services (hereinafter referred to as the "RFP"), has requested proposals from vendors having experience with providing food service in correctional facilities to provide meals for the inmates at the Livingston County Jail, using the Jail's kitchen facilities at 150 South Highlander Way, Howell, Michigan (hereinafter referred to as the "Jail"); and

WHEREAS, the Vendor is in the business of providing meals for inmates in county jails has submitted a proposal to the County, dated October 2, 2019, to provide the Jail inmate food services the County requires; and

WHEREAS, the County accepts the Vendor's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

SECTION I. AGREEMENT TERM, OPTION TO EXTEND AND TERMINATION. This Agreement shall become effective and performance thereon shall commence on the **14th day of January, 2020**, and unless terminated as authorized in this Agreement shall continue through the **13th day of January, 2023**, at which time this Agreement shall terminate, unless the County exercises the option provided in this Section I to extend the Agreement. If the option is exercised this Agreement shall terminate at the end of the extended term.

The County shall have one (1) option to extend the term of this Agreement for two (2) additional years to January 14, 2025. To exercise this option the County shall provide written notice to the Vendor prior to the end of the initial term stating that it is exercising its option to extend the Agreement's term and the length of time the Agreement term shall be extended.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County, with or without cause, upon sixty (60) days prior written notice to the Vendor.

In the event either party breaches the terms of this Agreement the other party may terminate this Agreement by providing written notice thereof to the breaching party. The breaching party shall have thirty (30) days from its receipt of such notice in which to cure the breach. If the breach is not cured within such thirty (30) day period, this Agreement shall

automatically terminate unless a longer cure period is mutually agreed upon in writing and signed by the authorized representatives of both parties.

SECTION II. PURPOSE. The purpose of this Agreement is to set forth the terms and conditions under which Vendor shall provide meals to the Jail's inmates.

SECTION III. SERVICES TO BE PROVIDED BY VENDOR. Vendor shall undertake, perform and complete the following:

- A. **Kitchen Operations.** Vendor shall be responsible for the overall operations of the kitchen within the Livingston County Jail. Specifically, Vendor shall be responsible for the following:
1. Plan, coordinate, handle, prepare and provide meals for the Jail's inmates. All menus and special diets shall meet the standards for adult holding and detention facilities as established by the American Correctional Association. The Jail Administrator or the Jail Administrator's designated representative shall approve all menus prior to commencement of their use. All meals served shall be in compliance with the most recent Recommended Daily Allowance for adult males as established by the National Academy of Sciences. The County does not and will not guarantee the number of meals required annually.
 2. Line operation supervision of trustee inmates. Inmates shall not supervise other inmates.
 3. Ensure that all meals are served at appropriate temperatures (140° hot, 45° cold), and in a manner that makes them palatable and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, and catsup or mustard, where appropriate).
 4. Employment of staff where appropriate.
 5. Ensure there is at a minimum of one (1) Vendor employee is assigned to each shift at the Jail.
 6. Employees of Vendor assigned to work at the Jail shall submit to periodic health examinations as required by law. Vendor shall submit satisfactory evidence of compliance with all health regulations, including health examinations, to the County upon request.
 7. Purchase all consumable supplies and food products which are required for food service operation. These supplies and food products shall remain the property of Vendor.
 8. Provide ALL cleaning supplies for the kitchen.
 9. Routine cleaning and housekeeping of all food service preparation, services and storage areas, and shall, on a continuing basis, maintain standards of sanitation required by State and local regulations. The County shall be responsible for removal of trash and garbage from the loading dock.
 10. Meet requirements of all federal, state and local sanitation and health standards and any other applicable standards including, but not limited to, the Michigan Department of Corrections (MDOC).

11. Any issues identified within the annual MDOC inspection of the Jail shall be addressed and corrected within thirty (30) days of notification. In the event there are costs related to correction of any identified issue, the cost shall be borne by the Vendor unless it is determined by the County Administrator or his/her designee that the issue is beyond the scope of this Agreement.
12. Adhere to all applicable local fire codes and ordinances in the performance of the services provided under this Agreement.
13. If applicable, provide training in food service delivery and management. Vendor shall provide the Jail Administrator or the Jail Administrator's designated representative an outline of the training to be provided.
14. Providing all serving supplies: napkins, silverware, and cups that meet the minimum MDOC standards.

B. Inmate Food Services.

1. Vendor shall prepare and serve three (3) meals per day for each day of the calendar year. Meals are to be available at times specified by the Jail Administrator or the Jail Administrator's designated representative.
2. The Jail Administrator or the Jail Administrator's designated representative shall provide Vendor written confirmation of the number of meals required to be served for each meal one (1) hour prior to service of that meal.
3. Vendor and a designated representative from the Jail's staff shall meet weekly to reconcile the number of meals served and discuss any issues related to the services performed or provided under this Agreement.
4. Vendor shall adhere to a four (4) or five (5) week menu, at Vendor's discretion, approved by a registered dietician and accepted by the Jail Administrator.
5. At no additional cost, Vendor shall prepare special meals, approved by a registered dietician, as required by the Jail Medical Section and communicated through the Shift Commander including, but not limited to, medical and religious meals.
6. Vendor shall provide catered meals for special Livingston County events as determined by the Sheriff's Office, with not less than seventy-two (72) hours notice. The cost per meal shall be mutually agreed upon between the Sheriff, or the Sheriff's designee, and Vendor.
7. In the event the County pursues American Correctional Association (ACA) accreditation the Vendor shall cooperate with the County on its submission to meet the ACA's criteria for accreditation.

- C. Back-up Food Service Plan.** Vendor shall at all times be prepared for a wide range of possible food service disruptions such as power loss, fire, facility lockdown, or local disaster. Vendor's management shall be available by phone 24 hours per day, 7 days a week, 365 days per year as part of Vendor's comprehensive emergency contingency plan, Vendor shall instruct its personnel to keep staple items on hand, to ensure that meal services do not fall excessively behind schedule. Vendor shall maintain emergency stocks, in addition to those required on a normal basis. These stocks shall include lunch meats, cheese, fruit, bread, chips, condiments, beverages, and paper supplies. The food stock to be on hand within the facility 24 hours a day, shall be in sufficient quantities to construct at least twelve (12) cold meals (4 days) if needed. Vendor shall ensure that it has access to nearby kitchen facilities if the need arises.

The Vendor's responsibilities and services under this Agreement shall further be as described in Vendor's Proposal response to the RFP's Section 1.4 Contract Administration Approach and Section 1.6 Company Service Capabilities that appear on the Proposal's pages 11-13 which are attached to this Agreement labeled Exhibit A. The menus to be provided by the Vendor shall be as proposed by the Vendor in its OPTION FIVE 4 WEEKS MENU WITH COLD BREAKFAST REVISED, consisting of 5 pages, a copy of which is attached to this Agreement labeled Exhibit B. The attached Exhibits A and B are incorporated by reference into this Agreement and made a part thereof. In the event there is a conflict between the terms and conditions set forth in this Agreement document and the sections of the Vendor's Proposal attached to this Agreement as Exhibits A and B, the County's representatives in their sole and absolute discretion shall determine which of the conflicting provisions shall take precedence and prevail.

SECTION IV. USE OF JAIL KITCHEN AND MAINTENANCE OF EQUIPMENT. In performing the services required by this Agreement, Vendor shall use the Jail's kitchen for only those services set forth in Section III of this Agreement, Vendor shall use the Jail's kitchen in accordance with rules and procedures set by the Sheriff and shall perform its work to the Sheriff's satisfaction. Vendor and the Sheriff's Office shall work in cooperation with one another.

Vendor shall be entitled to use all County owned equipment in the Livingston County Jail kitchen to provide the services set forth in this Agreement. The County shall provide appropriate utilities, for the operation of the kitchen.

The County shall be responsible for maintenance of the kitchen and County owned equipment contained therein. In the event repairs or replacement of County owned equipment are required due to normal wear and tear, the County shall repair and/or replace such equipment at the County's expense in a reasonable amount of time. **In the event repairs or replacement of County owned equipment are required due to neglect or willful misuse by Vendor, or lack of supervision of inmates while under Vendor's charge, Vendor shall repair and/or replace such equipment at Vendor's expense in a reasonable amount of time.** Vendor shall provide written notice of any County owned equipment problems to the Jail Administrator.

What constitutes County owned equipment for the purposes of this Agreement includes all large and small appliances, freezers, dishwasher, tables, and serving carts. In addition, the County shall be responsible for small ware equipment and will provide Vendor with a complete inventory of said equipment. The Vendor shall be responsible for supplying gloves, hairnets, utensils, and cleaning supplies.

SECTION V. COMPENSATION AND PAYMENT PROCEDURE. The County shall pay Vendor on a set cost per meal, including but not limited to medical and religious meals, basis as follows:

- A. On days the Jail's daily inmate count requiring the preparation of meals is 250 or less the sum to be paid Vendor per meal shall be \$1.185.
- B. On days the Jail's daily inmate count requiring preparation of meals is not less than 251 or more than 299 the sum to be paid Vendor per meal shall be \$1.145.
- C. On days the Jail's daily inmate count requiring preparation of meals is 300 or more the sum to be paid the Vendor per meal shall be \$1.105.
- D. The sum to be paid Vendor per medical snack prepared shall be \$1.25.

The per meal prices set forth in the first paragraph of this Section V shall not increase during the initial three (3) years of this Agreement. Prior to any extension to the term of this Agreement as set forth in Section II, the County may entertain a request for escalation in accordance with the current Consumer Price Index for the previous twelve (12) month period or up to a maximum of five percent (5%) increase on current pricing, whichever is lower. Any proposed price increase shall be submitted to Livingston County Sheriff's Office Financial Analyst and to Livingston County's Administration Office ninety (90) days prior to the end of this Agreement's initial three (3) year term. The County reserves the right to accept or reject the requested price increase. If the price increase is approved, the price shall remain firm for the renewal period.

For the purposes of this Section V "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items, U. S. Food and Beverages-CUUROOOOSAf as published by the United States Department of Labor, Bureau of Labor Statistics.

The County shall pay the Vendor on a cost per meal basis pursuant to the rates set forth in the first paragraph of this Section V. On a weekly basis, detailed cost per meal invoices shall be submitted via e-mail to the Livingston County Sheriff's Office Financial Analyst klandis@livgov.com, or to such other person and e-mail address as the Sheriff may direct. The County shall reimburse Vendor for services billed pursuant to its procedure for payment of Accounts Payable within thirty (30) days from the date of the Sheriff's verification of the accuracy of the bill and that the services billed have been satisfactorily performed. Payment shall be made by check payable to Canteen Services, Inc. Payments shall be sent to:

CANTEEN SERVICES, INC.
905 N. Church St.
Tekonsha, MI 49092

The County is exempt from Federal Excise and State sales tax and shall not pay any taxes or fees from which it is exempt. The Vendor shall pay all applicable taxes lawfully assessed in connection with its performance of this Agreement.

SECTION VI. ACCOUNTING PROCEDURES. The accounting procedures and internal financial controls of Vendor shall conform to generally accepted accounting practices (GAAP) in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

SECTION VII. REPORTS, RECORDS MAINTENANCE, AND INSPECTION OF RECORDS. Vendor shall keep full and accurate records of the meals served. A copy of the records shall be supplied to the Sheriff or the Sheriff's designated representative with the weekly invoices.

In addition, Vendor shall retain all records related to the services provided under this Agreement for six (6) years after the termination of this Agreement. All records related to the services provided under this Agreement shall be available for auditing by the County at any time during regular working hours. In the event an audit or legal proceedings are commenced during the record retention period but have not been completed at the end of said period the Vendor shall continue to retain the records until the audit and/or legal proceedings have been concluded including all appeals.

SECTION VIII. REPORTING OF ACCIDENTS OR INCIDENTS AT THE JAIL. Vendor shall ensure that its employees report any accidents or incidents of an unusual nature in writing to the Jail Administrator or his/her designated representative.

SECTION IX. STAFFING REQUIREMENTS. Inasmuch as the kitchen facility is located within the Livingston County Jail, Vendor shall adhere to the following:

- A. Follow all security rules of the Livingston County Jail.
- B. Coordinate its shipping and receiving operations with the Jail Administrator as receipt and unloading of boxes and supplies is necessary for the providing of meals from the Jail kitchen.
- C. Submit names, dates of birth, social security number, and drivers' license numbers of all employees who may work within the kitchen facility at least three (3) days prior to their commencement of work.
- D. Immediately notify the Jail Administrator of any terminations of employment by Vendor in the kitchen or when an employee of Vendor provides written notification of termination of employment in the kitchen.
- E. The Sheriff reserves the right to refuse admittance to any person or persons who may constitute a security risk to the Livingston County Jail.
- F. Vendor shall process complaints received from inmates daily as follows:
 - 1. Vendor shall train its employees to act upon and resolve inmate complaints regarding food services.
 - 2. Vendor shall designate one of its employees as the recipient of the complaints and such person shall determine the appropriate manner in which to resolve the complaints daily.
 - 3. Any complaints that Vendor cannot resolve should be provided in writing within twenty-four (24) hours to the Sheriff or Sheriff's designated representative.

SECTION X. INSPECTION OF KITCHEN AND SERVICES PERFORMED. The Sheriff or his designated representative shall conduct periodic unannounced inspections of the Jail's kitchen and the services performed under this Agreement. Such inspections shall be conducted in a manner to be the least disruptive to kitchen operations, to the extent possible. Meals shall be inspected to ensure they are prepared in compliance with the menu requirements. Failure to allow inspection of the kitchen or of the meals prepared will be considered a breach of this Agreement. If during an inspection, the meals, the kitchen or inventory are found not to be in compliance with this Agreement, the Sheriff shall inform Vendor in writing of the defect. The notice of the defects discovered during inspection shall set forth the time period in which Vendor shall have to implement a cure. Defects involving food safety and/or sanitation shall be cured immediately when possible but not longer than twenty-four (24) hours after Vendor's receipt of the notice. A repeat violation of the same defect shall be a material breach of the Agreement and the County may terminate this Agreement effective as of the date of delivery of written notice to Vendor.

Vendor may also be subject to periodic inspections by the Livingston County Health Department and the Michigan Department of Corrections (MDOC).

SECTION XI. COUNTY RESPONSIBILITIES. The County shall be responsible for the following:

- A. Maintenance of the kitchen facility and the equipment contained therein, except as provided in Section III. Vendor shall provide written notice of any equipment problems to the Jail Administrator and/or designated representative.
- B. Provide rodent and insect extermination services when needed and removal of trash and garbage from the loading dock.
- C. Provide general maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces, except as provided in Section IV. The County's maintenance does not include day to day cleaning operations in the kitchen area.

SECTION XII. REPORTING REQUIREMENTS. The Vendor shall provide the County and Sheriff's Office such reports and information regarding the food services to be provided at the Jail when and as requested by the County and Sheriff's Office. Such reports shall include, but are not limited to, the following:

- A. Quarterly Account Summary Report. The Vendor shall provide a consolidated quarterly account summary report to be delivered to the Sheriff's Office, via e-mail to klandis@livgov.com, or to such other person and e-mail address as the Sheriff may designate on or before the 10th day of the month following each calendar quarter covered by this Agreement. This report shall include, but not be limited to:
 - 1. Total meals served during the quarter by type (hot/cold), special diet/religious meals, snacks.
 - 2. Total meals served per month (hot/cold).
 - 3. Number of meals served per quarter.
 - 4. Issue summary including menu substitutions per quarter.
- B. Annual Performance Report. The Vendor shall, within thirty (30) days following the end of each calendar year, in which this Agreement is in effect, provide the County with a written annual performance report that summarizes the Vendor's activities pursuant to this Agreement during the past year. The annual performance report should include, but is not limited to, yearly data for those categories presented in the quarterly account summary reports, as well as any additional performance information the Vendor or the Sheriff or the County believes should be included.

SECTION XIII. INDEMNIFICATION AND HOLD HARMLESS. Vendor shall, at its own expense, protect, defend, indemnify and hold harmless the County, the Sheriff, the County's and Sheriff's elected and appointed officers, employees, and agents from all claims, damages (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), lawsuits, costs, and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of Vendor, its employees, or agents, or that of the Vendor's subcontractors, or sub-subcontractors, or any of their officers, employees or agents, that may arise out of this Agreement.

In addition to the foregoing indemnification requirements, the Vendor shall indemnify and hold the County, the Sheriff and County's and Sheriff's officers, agents and employees, harmless from all liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other propriety right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this Agreement.

The Contractor's indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, the Sheriff or their elected and appointed officers, employees, or agents by the insurance coverage obtained and/or maintained by the Vendor pursuant to the requirements of this Agreement.

It is expressly understood and agreed that the Vendor shall not defend or indemnify the County, Sheriff or the County's or Sheriff's officers, employees or agents for losses, damages, injuries, or death arising out of the sole negligence of the County, Sheriff or that of the County's or Sheriff's officers, employees or agents.

SECTION XIV. EQUAL EMPLOYMENT OPPORTUNITY/ NONDISCRIMINATION.

Vendor and its subcontractors, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Vendor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated thereunder.

The Vendor shall post notices containing the above-stated nondiscrimination requirements in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the Vendor, shall state that all qualified applicants shall receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status and religion.

Breach of this Section XIV may be regarded as a material breach of this Agreement.

SECTION XV. COMPLIANCE WITH THE LAW AND REGULATIONS. The Vendor shall comply with all applicable federal state and local laws, rules and regulations including, but not limited to, all applicable OSHA/MIOSHA requirements, and Michigan Department of Corrections rules and regulations, Federal and/or state licensing and/or certification requirements of persons providing services under this Agreement, and the rules, regulations and policies of the Livingston County Sheriff Department pertaining to security and care of inmates at the Jail.

SECTION XVI. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that Vendor and its employees, contractors, subcontractors, agents and representatives are, for

all purposes arising out of this Agreement, independent contractors and not employees of the County. The employees, contractors, subcontractors, agents and representatives of Vendor shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County or the Sheriff. Vendor's employees, contractors, subcontractors, agents and representatives shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. Vendor shall be responsible for paying any salaries, wages or other compensation due its employees, contractors, subcontractors, agents and representatives for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. Vendor shall carry workers' compensation insurance coverage for its employees and require the same of its contractors and subcontractors, as required by law and shall provide the County with proof of said coverage.

SECTION XVII. ASSIGNMENT OR SUBCONTRACTING. This Agreement shall not be subcontracted or any part thereof assigned without the prior express written approval of the County's Procurement Coordinator. In no case; however, shall such approval relieve the Vendor from its obligations or change the terms of this Agreement. The Vendor shall not transfer or assign any Agreement funds or claims due or to become due without the advance written approval of the County's Procurement Coordinator. The unauthorized subcontracting or assignment of this Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Vendor shall have no effect on the County and are null and void.

The Vendor shall identify any and all contractors and subcontractors it intends to use in the performance of this Agreement. All such persons shall be subject to the prior approval of the County.

SECTION XVIII. INSURANCE REQUIREMENTS. The Vendor, and any subcontractors it may use for this Agreement, shall not commence work under this Agreement until they have obtained the insurance required in this Section XVIII, and shall keep such insurance in force during the entire term of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Livingston County. The requirements below should not be interpreted to limit the liability of the Vendor. All deductibles and SIR's are the responsibility of the Vendor. The Vendor shall procure and maintain the following insurance coverage:

- A. Workers' Compensation Insurance. Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan. In the event Vendor uses subcontractors and sub-subcontractors for the performance of services required under this Agreement, the Vendor shall ensure that said subcontractors and sub-subcontractors carry Worker's Compensation Insurance and Employer's Liability Insurance as required by law.
- B. Commercial General Liability Insurance. Commercial General Liability Insurance on an "Occurrence" basis with limits of liability of not less than THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) per occurrence and aggregate. This insurance shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent if not in policy proper; and (5) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.

- C. Motor Vehicle Liability. Vendor and/or persons Vendor has perform services under this Agreement shall procure and maintain Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned, non-owned and hired vehicles.
- D. Additional Insured. The Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include the following as “Additional Insured”: the County of Livingston, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is expressly understood and agreed that the Vendor’s Commercial General Liability and Motor Vehicle Liability Insurance coverages shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
- E. Cancellation Notice. All insurance policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non –Renewal, Reduction, and/or Material Change shall be sent to Livingston County, ATTN: Fiscal Services Department, 304 E. Grand River Ave., Suite 204, Howell, MI 48843.
- F. Proof of Insurance. Vendor shall provide Livingston County at the time this Agreement is returned by it for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice shall be acceptable. Copies or certified copies of all policies required above shall be furnished to the County if so requested. The Certificate of Insurance shall be accompanied with notice that they are for the Livingston County Jail Inmate Food Service Agreement.
- G. Continuation of Coverage. If any of the above coverages expire during the term of this Agreement, Vendor shall deliver renewal certificates and/or policies to Livingston County at least thirty (30) days prior to the expiration date.
- H. Insuring Vendor’s Tools and Materials. The Vendor shall be responsible for insuring all its tools and equipment and all materials which it may use and/or leave at the Jail. The County shall not be responsible for any loss or damage to the Vendor’s tools and materials.

OTHER: Sole proprietors or partnerships shall provide proof of Worker’s Compensation Insurance or Notice of Exclusion from Workers’ Compensation as required by law.

Any company who claims Workers’ Compensation Exclusion is required to have a Notice of Exclusion from the Michigan Department of Licensing and Regulatory Affairs, and Workers’ Compensation Agency on file.

Below is the contact information necessary to request a Notice of Exclusion form (WC-337):

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
 WORKERS' COMPENSATION AGENCY
 PO Box 30016
 Lansing, MI 48909
 (888) 396-5041

Once a WC-337 form is on file with the State of Michigan, a copy may be faxed or emailed to: 517.546.7266 or fs-procurement@livgov.com.

SECTION XIX. APPLICABLE LAW AND VENUE. This Agreement shall be subject to and construed according to the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

In the event any disputes arise from, under or regarding this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in or moved to a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

SECTION XX. LICENSING. Vendor, its employees, subcontractors, and agents performing services under this Agreement shall meet and pay all applicable Federal, State and local licensing, permits, and fees required for the operation of food services to be performed under this Agreement. Failure to obtain or maintain such licenses, certifications and/or other required authorizations shall constitute a material breach of this Agreement.

SECTION XXI. INTEREST OF VENDOR AND COUNTY. The Vendor certifies by its representative's execution of this Agreement that Vendor has no interests which would conflict with the performance of services required by this Agreement. The Vendor also certifies that, in the performance of this Agreement, no officer, agents, employee of the County of Livingston, or member of its governing bodies, may participate in any decision relating to this Agreement which effects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this Section does not apply where specifically exempt under Michigan Law.

SECTION XXII. WAIVERS. No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by the County of any payment due to Vendor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which any then exist, on the part of Vendor, and the making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

SECTION XXIII. MODIFICATIONS, AMENDMENTS OR WAIVER OF PROVISIONS OF THE AGREEMENT. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

SECTION XXIV. GIFTS/GRATUITIES. Elected County officials, department heads, and/or employees shall not be offered or entitled to earn or receive personal gifts, gratuities, credits or other benefits of economic value by reason of their official business.

SECTION XXV. ADVERTISING. The Vendor shall not advertise, issue a press release, or otherwise publish information concerning this Agreement without the County's prior written consent. The County shall not unreasonably withhold permission.

SECTION XXVI. CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012. The Vendor by its entry into this Agreement certifies that neither the Vendor, nor any of its successors, parent companies, subsidiaries, or companies under common control, are an "Iran Linked Business" engaged in investment activities of TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000.00) or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. The Vendor agrees that it shall not become an "Iran Linked Business" during the course of performing the work under this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

SECTION XXVII. PURPOSE OF SECTION TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

SECTION XXVIII. COMPLETE AGREEMENT. This Agreement, the attached Exhibits A and B, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

SECTION XXIX. NOTICES. Notices required under this Agreement shall be sent to each of the other parties by certified mail, return receipt requested. Notice shall be effective upon date received and shall be sent to the following:

THE COUNTY:		THE VENDOR
LIVINGSTON CO. ADMINISTRATOR 304 E. Grand River Avenue Suite 202 Howell MI 48843	& LIVINGSTON COUNTY SHERIFF 150 S. Highlander Way Howell MI 48843	JEFFREY TIGGLEMAN - PRESIDENT CANTEEN SERVICES, INC. 905 N. Church St. Tekonsha MI 49092

Either party may change who is to receive notices on their behalf by providing written notices of the change to the other party.

SECTION XXX. THIRD PARTY BENEFICIARIES. There shall be no third-party beneficiaries to this Agreement.

SECTION XXXI. SURVIVAL. Rights and obligations under this Agreement which by their nature should survive, including but not limited to those in Sections VII and XIII, will remain in effect after termination or expiration of this Agreement.

SECTION XXXII. INVALID/UNENFORCEABLE PROVISIONS. If any section, clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that section, clause or provision shall be null and void and shall be considered to be deleted and the remainder of the Agreement shall not be affected thereby. Where the deletion of the invalid or unenforceable section, clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

SECTION XXXIII. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The person signing on behalf of Vendor certifies by his/her signatures that he/she is duly authorized to sign this Agreement on behalf of Vendor and that this Agreement has been authorized by Vendor.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS INMATE FOOD SERVICES AGREEMENT ON THE DATES AND IN THE SPACES SET FORTH BELOW.

COUNTY OF LIVINGSTON

BY: *Donald A. Parker*
DONALD S. PARKER - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS
Dated: 2/10/2020

BY: *Michael J. Murphy*
MICHAEL J. MURPHY - SHERIFF
Dated: 2/06/2020

CANTEEN SERVICES, INC.

BY: *Jeffrey J. Tiggelman*
JEFFREY TIGGLEMAN - PRESIDENT
Dated: 2/6/2020

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: ROBERT D. TOWNSEND - 2/5/2020

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Liv/Sheriff #20-001

WORD Agts \ Sheriff - 19-12-192 - CANTEEN Services - Jail Inmate Food Services - 2020-2023 (2025) (RDT-v3) - AGT.docx



EXHIBIT A



PROPOSAL'S

SECTION 1.4 - CONTRACT ADMINISTRATION APPROACH

AND

SECTION 1.6 - COMPANY SERVICE CAPABILITIES

SECTION III: Technical Proposal



- I. Total meals served by type (hot/cold), special diet / religious meals, snacks.
- II. Total meals served per month (hot/cold).
- III. Number of meals served per quarter.
- IV. Issue summary including menu substitutions per quarter.

B. Annual Performance Report

The Proposer shall provide the County with a written annual performance report that summarizes the year's activity, within thirty (30) days following the end of the contract year. The annual performance report should include yearly data for those categories presented in the quarterly Account Summary reports, as well as any additional performance information the Proposer believes should be included. Proposer should be prepared to present this report to the County upon request. As part of their proposal, Proposers should include an example annual performance report.

Please enter your responses in the "Proposer Response" text boxes provided. There is no requirement or limitation on the amount of words for your responses.

Section 1.3.12 – Reporting Capabilities, Items A-B, - Proposer Response:

Canteen Services, Inc. will comply with providing the Quarterly and Annual Reports required. Our example report can be modified as needed by Livingston County.

1.4 Contract Administration Approach

Provide a brief description of the Proposer's plan for accomplishing the work and services to be provided to the County including but not limited to:

- a. Menu Review/Approval Process
- b. Scheduling of Food Service
- c. Operational Considerations
- d. Response time to reported issues

Section 1.4 – Contract Administration Approach, Items A-D - Proposer Response:

- a. Our menus are created, analyzed, and certified by an on-staff, registered dietitian and reviewed quarterly to ensure they continue to meet or exceed the nutritional and caloric requirements of: i) you, our Customer; ii) Department of Corrections (DOC); and, iii) American Correctional Association (ACA). Menus are then presented to your Administration for final approval and acceptance.
- b. Meal times chosen by your Administration will be followed. No service detail is overlooked – Every meal includes a service briefing to ensure staff understands meal portions, tray layout, maintaining the right temperatures, and more.
- c. Since 1990, Canteen Services, Correctional Food Services division, has been providing high quality, cost effective inmate meals throughout Michigan and northern Indiana. Serving an average of 7.7 million inmate meals per year, we have learned how to streamline processes and maximize results. Our commitment to ongoing improvement and high-quality standards has earned us a reputation for exemplary service and professional integrity. We take care of every nuance and detail along the way. Our comprehensive food services package includes the following services – so that you can focus on running the jail effectively and within budget:

Source: We work with consistent and reliable suppliers to deliver a quality product each and every time, and more importantly we use our combined buying power and volume to purchase food at a competitive rate that we can pass along to you.

Store & Deliver: We manage all food storage and delivery in-house, with total control of supply chain and quality, offering the peace of mind you deserve.



SECTION III: Technical Proposal



Season & Simmer: The real difference is in the food we prepare. We prepare all the food on-site and offer customized options.

Secure: Our food service supervisor is responsible for following all security requirements of the jail. All utensils, kitchen tools, and work-related items will be secured via a locked enclosure or tethered within the work area.

Sponge: Nobody likes doing the dishes, but we see it as one more thing we can take off your "plate". We have specific daily, weekly, monthly and quarterly sanitation schedules to meet all required standards.

Specialize: We take care of all special diet restrictions, whether it's religious, medical, or preference. All our menus are created by an on-staff registered dietitian to ensure we meet or exceed each specific diets nutritional and calorie requirements.

Requirements for our qualified staff include requirements to be ServSafe food handler certified along with allergen certification. Background checks are performed on all personnel, and Livingston County approves all hires before they are offered a position.

- d. A **Quality Assurance** program is in effect and is protocol in all our facilities. The program encompasses all aspects of the food service operation. If one step of an operation does not meet the standards stated, on-site management staff applies immediate corrective action.

Canteen has established procedures for dealing with **Complaints and Grievances** from offenders and staff regarding our food services. Reviews are immediately conducted and responses are provided within 48 hours.

1.5 Company Service Capabilities

A. Account Management

Proposers must identify by name and location the primary account representatives and key contacts who will be responsible for the performance of a resulting contract. The primary account representative will be responsible for day-to-day operations of the inmate food service contract. Proposers must also identify key contacts for reports. Include names, titles, address, phone numbers, and email addresses. Address the qualifications and experience of key personnel. Include a description of public sector experience, if any.

B. Communication Plan/Contract Management

Proposers shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.

C. Customer Service

It is preferred the awarded Vendor will have an accessible customer service representative assigned to Livingston County to address day-to-day needs.

Section 1.6 – Company Service Capabilities, Items A-C - Proposer Response:

- A. **Catherine Brown, Kitchen Supervisor, Livingston County Jail, since 2015.** Catherine is the key contact and responsible for day to day performance and operations of the inmate food services program. Catherine oversees the daily processes that comprise our food service program including; meal productions, inventory control, safety, cleanliness, sanitation, and customer satisfaction. Catherine is a Certified Food Safety Manager and Allergen Certified. She is responsible for accurately reporting to Canteen's accounting department the number of meals and snacks served weekly to Livingston County inmates. Catherine will provide the requested quarterly and annual reports. Catherine is on-site in the Livingston Co Jail Kitchen, Phone #517-540-7968, email cbrown@canteenservices.com.



SECTION III: Technical Proposal



Dawn Demelo, Director of Food Service

As the Director of Food Service, Dawn is assigned to Livingston County. Dawn is responsible for the overall performance of the food service program. Dawn has 20+ years of food service experience and has been with Canteen for the past 19 years, she is ServSafe and Allergen Certified. Dawn's business address is 905 N. Church St., Tekonsha, MI 49092, Cell Phone #616-307-9806, email address ddemelo@canteenservices.com.

Rich Harnois, Vice President of Finance and Compliance

Rich joined Canteen in November 2017 after 25 years with the Midland County Sheriff's Office. His first-hand knowledge of the needs and concerns within the county jails is a valuable asset for Canteen's ongoing process review and improvements. Rich is responsible for conducting routine inspections to ensure the overall compliance with MDOC, Canteen Services, and the jail. Rich's business address is 905 N. Church St., Tekonsha, MI 49092, Cell Phone #269-223-1301, email address rharnois@canteenservices.com.

Robin Sherman, Vice President of Operations

Robin has been employed with Canteen for 16 years, she began as a kitchen supervisor, promoted to District Manager, and then promoted to her current position where she is responsible for overseeing our food services program. Robin is a certified food safety trainer through the nationally recognized 'ServSafe' program and the National Registry of Food Safety Professionals. Robin is the past President of the Association of Correctional Food Service Affiliates. Robin's business address is 905 N. Church St., Tekonsha, MI 49092, Cell Phone #616-745-2044, email address rsherman@canteenservices.com.

Michael Stump, Vice President of Commissary and Business Development

Michael has ten (10) years' experience in servicing client programs and joined Canteen in 2014. Michael's responsibilities include: overseeing commissary operations, customer satisfaction, new program development and implementation, liaison for customer / vendor integrations, and contract administration. Michael served as a Police Officer for over 18 years in the State of Michigan. Michael's business address is 905 N. Church St., Tekonsha, MI 49092, Cell Phone #616-450-5495, email address mstump@canteenservices.com.

- B. Canteen associates are required to contact the Kitchen Supervisor in the event of an unplanned absence. If the Kitchen Supervisor is not available they are to then contact their Food Service Director, Dawn Demelo, if she is not available then contact is made with Robin Sherman, V.P. of Operations.

Communication related to contract performance, issue management, and change in management is to be addressed to or from the Director of Food Service assigned to your account or to the next level of management the V. P. of Operations.

Any change in corporate leadership, structure, merger or acquisition is reported directly from the owners of Canteen Services, Inc., Craig Tiggelman, CEO or Jeff Tiggelman, President.

- C. Your day-to-day Customer Service representative is Kitchen Supervisor, Catherine Brown. For Management Customer Service please contact Michael Stump, V.P. of Commissary and Business Development.





EXHIBIT B



MENUS



OPTION FIVE 4-WEEK MENU WITH COLD BREAKFAST REVISED - WEEK 1

	Breakfast	Lunch	Dinner
Sunday	T Ham (2 oz.) Cheese (1 oz.) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Chili Con Carne w/Meat and Beans (1 cup) Rice (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Meatloaf Patty (3 oz.) Mashed Potatoes (3/4 cup) Gravy (2 oz.) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Monday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Popcorn Chicken (6 oz) Oven Browned Potatoes (1 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Hot Dogs (2 each) Baked Beans (1 cup) Bread (2 slices) Ketchup (1) Mustard (1) Corn (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)
Tuesday	Peanut Butter (1 oz.) Jelly (1 tsp.) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Pizza Casserole: Penne Pasta (3/4 cup) Meat Sauce (1 cup) White Cheese (1 slice) Tossed Salad (1/2 cup) w/ Dressing (1 oz) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Hamburger (3oz.) Bread (2 slices) Ketchup (1 each) Oven Brown Potatoes (1 cup) Green Beans (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)
Wednesday	T Ham (2 oz.) Cheese (1 slice) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Nacho Chips (10 each) Taco Meat (1/2 cup) Pinto Beans (3/4 cup) Lettuce (1/2 cup) Cheese Sauce (2oz.) Taco Sauce pkt (1) Cookie (1 each) Fortified Drink (1 cup)	Biscuit Gravy w/Meat (3/4 cup) Biscuit (1/54 th) Oven Potatoes (1 cup) Sweetened Oatmeal (1 cup) Cinnamon Applesauce (1/2 cup) Milk (1 cup)
Thursday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Chicken Wrap: Flour Tortilla (1-6 inch) Chicken (2 oz.) Lettuce (1/2 cup) Cheese (1 slice) Mustard (1) Bean Soup (1 cup) Cookie (1 each) Fortified Drink (1 cup)	BBQ Patty (3 oz.) Scalloped Potatoes (1 cup) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Friday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Spaghetti (3/4 cup) Meat Sauce (1 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Soft Tacos: Tortillas (2-6 in) Lettuce (1/2 cup) Taco Meat (1/2 cup) Cheese Sauce (1/4 cup) Rice (1 cup) & Corn (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)
Saturday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Sloppy Joe (1/2 cup) Oven Browned Potatoes (1 cup) Bread (2 slices) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Cookie (1 each) Fortified Drink (1 cup)	Beef Stroganoff (1 cup) Penne Pasta (¾ cup) Peas (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)

*Items designated in ounces (oz.) are by weight; cups are by volume. *All items listed are as served or cooked weight.

*All menu items are pork-free. *Menu is based on 2800+ calorie daily diet.

*ANY MENU CHANGES MUST BE APPROVED BY KITCHEN SUPERVISOR AND JAIL ADMINISTRATOR *ALL CHANGES MUST BE DOCUMENTED



OPTION FIVE 4-WEEK MENU WITH COLD BREAKFAST REVISED - WEEK 2

	Breakfast	Lunch	Dinner
Sunday	T Ham (2 oz.) Cheese (1 oz.) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Goulash w/Meat (1 ¼ cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Chicken Patty (3 oz.) Oven Browned Potatoes (1 cup) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Monday	Hard Boiled Eggs (2ea) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Salisbury Steak (3 oz.) Mashed Potato (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Beef/Bean Burrito (1) Beans (1 cup) Rice (3/4 cup) Corn (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)
Tuesday	Peanut Butter (1 oz.) Jelly (1 tsp.) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Pizza w/Turkey Pepperoni (1 slice) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Pretzels (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)	Spanish Rice w/Meat (1 ¼ cup) Corn (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Wednesday	T Ham (2 oz.) Cheese (1 slice) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Beef Pot Pie (1 cup) Oven Potatoes (3/4 cup) Biscuit (1/54 th) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Cookie (1 each) Fortified Drink (1 cup)	Popcorn Chicken (3/4 cup) Penne Pasta (3/4 cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Thursday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Country Fried Chicken (3 oz.) w/Country Gravy (1/4 oz.) Rice (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Swedish Meatballs (6) Penne Pasta (3/4 cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Friday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Hamburger (3 oz.) Bread (2 slices) Ketchup (1 each) Oven Brown Potatoes (1 cup) Tossed Salad (1 cup) w/Dressing (1 oz.) Cookie (1 each) Fortified Drink (1 cup)	Pancakes (3 each) w/Syrup (1/4 cup) Sweetened Oatmeal (1 cup) Scrambled Eggs (3 oz.) Cinnamon Applesauce (1/2 cup) Milk (1 cup)
Saturday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Beef Stroganoff (1 cup) Penne Pasta (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Popcorn Chicken (3/4 cup) BBQ Sauce (2 oz.) Buttered Pasta (1 cup) Mixed Vegetables (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)

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OPTION FIVE 4-WEEK MENU WITH COLD BREAKFAST REVISED- WEEK 3

	Breakfast	Lunch	Dinner
Sunday	T Ham (2 oz.) Cheese (1 slice) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	BBQ Patty (3 oz.) Scalloped Potatoes (1 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Popcorn Chicken (3/4 cup) Mashed Potatoes (3/4 cup) Gravy (1/4 cup) Corn (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Monday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Beef Wrap: Flour Tortilla (1-6 inch) Beef Ends (2 oz.) Cheese (1 slice) Lettuce (1/2 cup) Mustard (1 each) Bean Soup (1 cup) Cookie (1 each) Fortified Drink (1 cup)	Meatloaf (3 oz) Mashed Potatoes (3/4 cup) Gravy (1/4 cup) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Tuesday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Nacho Chips (10 each) Taco Meat (1/2 cup) Lettuce (1/2 cup) Cheese Sauce (1/4 cup) Taco Sauce Pkt (1) Cookie (1 each) Fortified Drink (1 cup)	Pizza Casserole: Penne Pasta (3/4 cup) Meat Sauce (1 cup) White Cheese (1 slice) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Wednesday	T Ham (2 oz.) Cheese (1 slice) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Sloppy Joe (1/2 cup) Oven Brown Potatoes (1 cup) Bread (2 slices) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Cookie (1 each) Fortified Drink (1 cup)	Chili Mac w/Meat (1 ¼ cup) Mixed Vegetable (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Thursday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Hot Dogs (2 each) Baked Beans (1 cup) Bread (2 slices) Ketchup (1) Mustard (1) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Cookie (1 each) Fortified Drink (1 cup)	Spaghetti (3/4 cup) Meat Sauce (1 cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Friday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	BBQ Meatballs (6) w/Rice (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Biscuit Gravy w/Meat (¾ cup) Biscuit (1/54 th) Oven Brown Potatoes (1 cup) Sweetened Oatmeal (1 cup) Cinnamon Applesauce (1/2 cup) Milk (1 cup)
Saturday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Fried Oriental Rice w/Chicken, Veggies, Eggs (1 ¼ cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Beef Stroganoff (1 cup) Penne Pasta (1 cup) Peas (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)

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OPTION FIVE 4-WEEK MENU WITH COLD BREAKFAST REVISED - WEEK 4

	Breakfast	Lunch	Dinner
Sunday	T Ham Cheese (1 slice) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Goulash w/Meat (1 ¼ cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Chicken Tetrizzini (1 cup) Spaghetti (3/4 cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Monday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Pizza w/Turkey Pepperoni (1 slice) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Pretzels (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)	Spanish Rice w/Meat (1 ¼ cup) Corn (1/2 cup) Biscuit 1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Tuesday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Beef/Bean Burrito (1) Beans (1 cup) Rice (3/4 cup) Corn (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)	Hamburger (3 oz.) Bread (2 slices) Ketchup (1 each) Oven Brown Potatoes (1 cup) Carrots (1/2 cup) Fortified Drink (1 cup)
Wednesday	T. Ham (2 oz.) Cheese (1 slice) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Soft Tacos: Tortillas (2 each) Taco Meat (1/2 cup) Lettuce (1/2 cup) Cheese Sauce (1/4 cup) Taco Sauce Pkt. (1 each) Rice (1 cup) Beans (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)	Macaroni and Cheese w/Beef Ends (1 ¼ cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Thursday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	BBQ Patty (3 oz.) Scalloped Potatoes (1 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Chicken Patty (3 oz.) Buttered Pasta (3/4 cup) Gravy (1/4 cup) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Friday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Country Fried Chicken (3 oz.) w/Country Gravy (1/4 cup) Rice (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Pancakes (3 each) w/Syrup (1/4 cup) Sweetened Oatmeal (1 cup) Scrambled Eggs (3 oz.) Cinnamon Applesauce (1/2 cup) Milk (1 cup)
Saturday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Salisbury Steak (3 oz.) Mashed Potatoes (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Beef Pot Pie (1 cup) Oven Brown Potatoes (3/4 cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)

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Pricing Page

Canteen Services is confirming the below pre meal pricing for Livingston County Menu Option 5

Menu Option 5 – Cold Breakfast

Inmate Population	Per Meal Price
0-250	\$1.185
251-299	\$1.145
300 and above	\$1.105
Snack Price	\$1.25

All Per Meal Pricing is based on Livingston County providing inmate kitchen workers