



AGREEMENT FOR VENDOR GOODS AND SERVICES

THIS AGREEMENT is entered into by and between the **COUNTY OF ULSTER**, a municipal corporation and a county of the State of New York, with principal offices at 244 Fair Street, Kingston, New York 12401 (the "County"), and **TRINITY SERVICES GROUP, INC.**, a foreign corporation with principal offices at 477 Commerce Blvd., Oldsmar, Florida 34677 (the "Vendor"), (each, a "Party;" together, the "Parties").

RECITALS

WHEREAS, the County through its Sheriff's Office desires to enter into an agreement for inmate food services as well as commissary services; and

WHEREAS, the County requested proposals through Request for Proposal (RFP) UC18-033; and

WHEREAS, the County selected the Vendor to provide the desired services based on their response to the RFP; and

WHEREAS, the County has agreed to engage the Vendor, and the Vendor has agreed to contract with the County, to provide such food services and commissary services in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and covenants set forth below, the County and the Vendor hereby agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The Vendor agrees to provide the Goods and perform the Services identified in Schedule A, the Scope of Services (the "Services"), which is attached hereto and is hereby made a part of this Agreement. The Vendor agrees to provide the Goods and perform the Services in accordance with the terms and conditions of this Agreement. It is specifically agreed to by the Vendor that the County will not compensate the Vendor for any Goods and/or Services not included in Schedule A without prior authorization, evidenced only by a written Change Order, Amendment, or Addendum to this Agreement, which is executed by the Ulster County Executive (the "Executive") or the Ulster County Director of Purchasing (the "Purchasing Director"), after consultation with the head of the County Department responsible for the oversight of this Agreement (the "Department Head"), and upon review by the County Attorney's Office.

ARTICLE 2 - TERM OF AGREEMENT

The Vendor agrees to perform the Services **beginning November 1, 2018, and ending December 31, 2021**. The County shall have the sole option to extend the term of this agreement for two (2) additional one-year terms under similar terms and conditions and the pricing set forth in "Schedule B."

ARTICLE 3 - COMPENSATION

For satisfactory performance of the Services, or as such Goods and Services may be modified by a mutually agreed upon written Change Order, Amendment, or Addendum to this Agreement, the County agrees to compensate the Vendor in accordance with Schedule B, "Fees, Expenses, and Submissions for Payment," which is attached hereto and is hereby made a part of this Agreement. As directed in Schedule B, the Vendor shall submit invoices to the County for the Goods and Services provided. Each invoice must be prepared in such form and supported by such documentation as the County may reasonably require. The County will remit payment to the Vendor within forty-five (45) days of approval of the invoice by the Department Head and County Comptroller. The County will notify the Vendor in writing of its reasons, if any, for objecting to all or any portion of the Vendor's invoice and/or supporting documentation.

In the event that the Vendor receives payments, from any source whatsoever, in consideration for the same Goods and Services provided to the County under this Agreement, the monetary obligation of the County hereunder will be reduced by an equivalent amount, provided, however, that nothing contained herein will require such reimbursement where additional similar services are provided and no duplicative payments are received.

If this is an Agreement for which Vendor will, in whole or in part, be compensated with New York State funds, Vendor agrees to comply with Executive Order Number 38, which sets limits on state-funded administrative costs and executive compensation contracts. Executive Order Number 38 can be found at the following website address: <https://www.governor.ny.gov/executiveorder/38>.

ARTICLE 4 - EXECUTORY CLAUSE

The County will have no liability under this Agreement to the Vendor or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5 – PROCUREMENT OF AGREEMENT

The Vendor represents and warrants that no person or selling agent has been employed or retained by the Vendor to solicit or secure this Agreement upon a separate agreement, or upon an understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation. The Vendor further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the Parties. The Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County will have the right to terminate this Agreement without liability; provided, however, the Vendor will be paid for all Services rendered through the date of termination in accordance with Schedule B. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 6 - CONFLICT OF INTEREST

The Vendor represents and warrants that neither it, nor any of its directors, officers, members, partners, or employees, have any interest, nor will they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the Services to be provided pursuant to this Agreement. The Vendor further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest will be employed by it, and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, or association in which such official, officer, or employee is directly or indirectly interested, will have any such interest, direct or indirect, in this Agreement, or in the proceeds thereof, unless such person (i) is required by the Ulster County Ethics and Disclosure Law, as amended from time to time, to submit a disclosure form to the County's Board of Ethics, and amends such disclosure form to include their interest in this Agreement, or (ii) if not required to complete and submit such a disclosure form, either voluntarily completes and submits said disclosure form, disclosing their interest in this Agreement, or seeks a formal opinion from the County's Board of Ethics, as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County will have the right to terminate this Agreement without liability; provided, however, the Vendor will be paid for all Services rendered through the date of termination in accordance with Schedule B. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 7 – REPRESENTATIONS BY THE VENDOR

The Vendor represents that it is fully licensed (to the extent required by law), experienced, and properly qualified to perform the Services to be provided under this Agreement, and that it is properly permitted, equipped, organized, and financed to perform such Services.

The Vendor understands that it may become necessary for the County to submit to governmental agencies and/or

authorities, or to a court of law, part or all of the data, analyses, and/or conclusions developed as a result of its providing these Goods and Services. The Vendor is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. The Vendor shall be responsible for such penalties resulting from false information submitted to the County by the Vendor.

By signing this Agreement, Vendor is attesting to that fact that neither it nor any of its employees, agents, representatives, officers, subcontractors, or any other entity or individual providing Goods and Services pursuant to this Agreement has been sanctioned, excluded, or in any other manner barred from doing business with any federal, state, or local agency, municipality, or department. If Vendor or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal, state, or local agency, municipality, or department during the Term of this Agreement, the Vendor agrees to provide immediate and detailed notice to the County Attorney regarding such status. Any misrepresentation or false statement related to Vendor's status in this regard, or any failure by Vendor to immediately notify the County Attorney of any change in such status will result in immediate termination of this Agreement, in addition to such other remedies as may be provided by law, in equity, or pursuant to this Agreement.

ARTICLE 8 – CORPORATE COMPLIANCE

The Vendor agrees to comply with all federal, state, and local laws, rules, and regulations governing the provision of goods and/or Services under this Agreement. In particular, the Vendor agrees to comply with the laws, rules and regulations of Ulster County, as well as with its Compliance Plan (the "Plan"). The Plan can be viewed at www.co.ulster.ny.us/downloads/UlsterCountyCompliancePlan.pdf. Alternatively, a hard copy of the Plan will be provided upon Vendor's request. The Plan relates to the County's compliance with relevant federal and state fraud and abuse laws. The Vendor represents and warrants that it has read and understands the Plan and agrees to abide by its terms when delivering Services under this Agreement. The Vendor shall ensure that each individual who provides such Services under this Agreement is provided with a copy of the Plan or given access to the Plan. The County strongly encourages all healthcare providers contracting with the County to implement their own compliance programs that address each of the elements of compliance recommended by the Office of the Inspector General, as well as the elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

The County will conduct appropriate screening of providers, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned and/or excluded by any federal or state law enforcement, regulatory, or licensing authority. The County will also verify that entities and businesses that provide Goods and/or perform Services for the County have not been the subject of adverse governmental actions and/or excluded from the federal healthcare programs.

Vendor understands that the County has established and implemented a Corporate Compliance Program and has developed "Standards of Conduct for Ulster County Vendors and Contractors" (the "Standards"). The Standards can be accessed electronically at any time by going to www.co.ulster.ny.us/downloads/compliance.pdf. The Vendor represents that it has read, understands and agrees to comply with the Standards with respect to its performance pursuant to this Agreement. The hotline for reporting violations of the Standards is (877) 569-8777.

ARTICLE 9 - FAIR PRACTICES

The Vendor, and each person signing on behalf of the Vendor, represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by the Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer, or with any competitor, as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition; and
- B. Unless otherwise required by law, the prices that have been quoted in this Agreement and on the proposal or quote submitted by the Vendor have not been knowingly disclosed by the Vendor prior to the communication of such quote to the County, or prior to the proposal opening, directly or indirectly, to any other bidder, proposer, or to any competitor; and
- C. No attempt has been made or will be made by the Vendor to induce any other person, partnership, corporation, or other entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that the Vendor (i) published price lists, rates, or tariffs covering the Services and/or items being procured, (ii) informed prospective customers of proposed or pending publication of new or revised price lists for such Services and/or

items, or (iii) provided the same Services and/or items to other customers at the same prices being bid or quoted, does not constitute, without more, a disclosure within the meaning of this Article 9.

ARTICLE 10 - INDEPENDENT CONTRACTOR

In performing the Services and incurring expenses under this Agreement, the Vendor shall operate as and have the status of an independent Vendor, and must not act as agent for or on behalf of the County, nor will the Vendor represent the County, or bind the County in any manner. As an independent contractor, the Vendor shall be solely responsible for determining the means and methods of performing the Services, and shall have complete charge and responsibility for the Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent Vendor, the Vendor covenants and agrees that neither it, nor its employees or agents, will proclaim themselves to be officers or employees of the County, or of any department, agency, or unit thereof, by reason hereof, and that the Vendor's employees or agents will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Workers' Compensation coverage, health insurance coverage, Unemployment Insurance benefits, Social Security benefits, or employee retirement membership or credit.

Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership, or joint venture, or any other fiduciary relationship.

ARTICLE 11 - ASSIGNMENT

The Vendor must not assign any of its rights, interests, or obligations under this Agreement, or assign any of the Services to be performed by it under this Agreement, without the prior express written consent of the Executive or the Purchasing Director, upon review by the Ulster County Attorney's Office. Any such assignment, transfer, conveyance, or other disposition without such prior consent will be void, and any Goods and Services provided thereunder will not be compensated. Any assignment properly consented to by the Executive or the Purchasing Director will be subject to all of the terms and conditions of this Agreement.

Failure of the Vendor to obtain any required consent to any assignment will be grounds for termination for cause at the option of the County, and if this Agreement be so terminated, the County will thereupon be relieved and discharged from any further liability and obligation to the Vendor, its assignees, or transferees; and all monies that may become due under this Agreement shall be forfeited to the County, except so much thereof as may be necessary to pay the Vendor for past Services.

The provisions of this clause must not hinder, prevent, or affect any assignment by the Vendor for the benefit of its creditors made pursuant to the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 12 – SUBCONTRACTING

Vendor agrees to include the following provisions in any and all subcontract agreements for Services to be performed pursuant to this Agreement:

- A. That the work performed by the subcontractor must be in accordance with the terms and conditions of this Agreement between the County and the Vendor, including, but not limited to, the insurance requirements set forth in Schedule C; and
- B. That nothing contained in the subcontractor agreement will impair the rights of the County; and
- C. That nothing contained in the subcontractor agreement, or under this Agreement between the County and the Vendor, will create any contractual relation in law or equity, between the subcontractor and the County; and
- D. That the subcontractor specifically agrees to be bound by the confidentiality provision as set forth in Article 14 of this Agreement between the County and the Vendor.

Upon signing this Agreement, Vendor shall provide the Department Head with the names and scope of work of any and all subcontractors to be used in the performance of Vendor's obligations pursuant to this Agreement. Furthermore, upon the County's request, Vendor shall provide copies of any and all subcontract agreements for Services to be performed pursuant to this Agreement.

The Vendor agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them to the same extent as it is for the acts and omissions of persons employed by the Vendor. The Vendor will not in any way be relieved of any responsibility under this Agreement by any subcontract.

ARTICLE 13 - PERFORMANCE

The Vendor shall perform the Services using its own equipment and facilities wherever and whenever possible subject to the County's commitment to provide equipment as provided for in Schedule A. In performing the Services, the Vendor shall assign qualified personnel and provide such Goods and Services in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a reputable company performing Services of a similar nature. The Vendor is hereby given notice that the County will be relying upon the accuracy, competence, and completeness of the Vendor's performance in using the results achieved by Vendor's performance of these Services. The Vendor shall at all times comply with all applicable federal, New York State, and local laws, ordinances, statutes, rules, and regulations.

Health Insurance Portability & Accountability Act of 1996 ("HIPAA"). Under certain circumstances, federal law and regulations governing the privacy of certain health information requires a "Business Associate Agreement" (a "BAA") between the County and the Vendor [45 C.F.R. Section 164.504(e)]. If HIPAA is applicable to this Agreement, the County and the Vendor agree to enter into a separate BAA that complies with HIPAA, as that law may be amended from time to time. Unless Vendor has previously executed a compliant BAA that is in effect and on file with the County, the BAA referenced in this provision must be executed simultaneously with this Agreement.

ARTICLE 14 - CONFIDENTIALITY

For purposes of this Article:

- A. The term "Confidential Information" as used herein, means all material and information, whether written or oral, received by the Vendor from or through the County or any other person connected with the County, or developed, produced, or obtained by the Vendor in connection with its performance of Services under this Agreement. Confidential Information will include, but not be limited to: samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations, and/or comments relating thereto.
- B. The term "Vendor" as used herein includes all officers, directors, employees, agents, subcontractors, assignees, or representatives of the Vendor.

The Vendor shall keep all Confidential Information in a secure location within the Vendor's offices. The County will have the right, but not the obligation, to enter the Vendor's offices in order to inspect the arrangements of the Vendor for keeping Confidential Information secure. The County's inspection, or its failure to inspect, will not relieve the Vendor of its responsibilities pursuant to this Article 14.

The Vendor shall hold Confidential Information in trust and confidence, and must not disclose Confidential Information, or any portion thereof, to anyone other than the County without the prior written consent of the Executive or the Purchasing Director, and must not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with its performance of the Services under this Agreement.

The Vendor shall notify the County immediately upon its receipt of any request by anyone other than the County for, or any inquiry related to, Confidential Information. The Vendor is not prohibited from disclosing portions of Confidential Information if and to the extent that: (i) such portions have become generally available to the public other than by an act or omission of the Vendor, or (ii) disclosure of such portions is required by subpoena, warrant, or court order; provided, however, that in the event anyone other than the County requests all or a portion of Confidential Information, the Vendor

shall disclose only such portions of the Confidential Information that, in the opinion of the County, Vendor is legally required to disclose; provided, however, nothing herein shall prevent Vendor from fully complying with its legal obligations. In the event that such protective order or other remedy is not obtained, or the County waives compliance with this Article 14, or determines that such disclosure is legally required, the Vendor shall disclose only such portions of Confidential Information that, in the opinion of the County, the Vendor is legally required to disclose, and the Vendor shall use its best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to any such Confidential Information disclosed, to the extent permitted by law.

Prior to the providing any of the Goods or Services in connection with this Agreement, Vendor shall obtain from each of its subcontractors, a confidentiality agreement running to the benefit of the County that is substantively identical to this Article 14. Further, at any time, if requested by the County, Vendor shall obtain such an agreement from the officers, directors, agents, representatives, or employees of the Vendor and/or any of its subcontractors.

ARTICLE 15 – OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary:

- A. All Confidential Information, as defined in Article 14, including all copies thereof, is the exclusive property of the County regardless of whether or not it is delivered to the County. The Vendor shall deliver Confidential Information and all copies thereof to the County upon request.
- B. To the extent that copies of Confidential Information are authorized by the County to be retained by the Vendor, such information shall be retained in a secure location in the Vendor's office for a period of six (6) years after completion of the Services, or termination of this Agreement, whichever occurs later, and thereafter disposed of at the County's direction.

ARTICLE 16 – INTENTIONALLY LEFT BLANK

ARTICLE 17 – PUBLICITY

The prior written approval of the County is required before the Vendor or any of its employees, representatives, servants, agents, assignees, or subcontractors may, at any time either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication bearing on the Services performed or data collected in connection with this Agreement.

If the Vendor, or any of its employees, representatives, servants, agents, assignees, or subcontractors desires to publish a work dealing with any aspect of this Agreement, or of the results or accomplishments attained by its performance, they must first obtain the prior written permission of the Executive or the Purchasing Director which, unless otherwise agreed to in said written permission, will entitle the County to a royalty fee and a non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, such publication.

ARTICLE 18 – BOOKS AND RECORDS

The Vendor agrees to maintain separate and accurate books, records, documents, and other evidence, and to employ accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 19 - RETENTION OF RECORDS

The Vendor agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever occurs later. The County, any New York State and/or federal auditors, and any other persons duly authorized by the County, will have full access and the right to examine any of said materials during said period.

ARTICLE 20 – AUDITING AND REPORTS

All forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said forms or invoices are based, are subject to audit by the County. The Vendor shall submit any and all documentation and

justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and the Vendor shall make its records available to the County upon request. All books, forms, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the Federal Government and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds, whether from the County, the State of New York, the Federal Government, private sources, or otherwise. The Vendor will not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 21 – NO DISCRIMINATION

As required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, including the Civil Rights Act, the Vendor must not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status, military status, domestic violence victim status, or marital status.

If this Agreement provides for a total expenditure in excess of \$25,000.00, Vendor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on County contracts, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action will mean recruitment, employment, job assignment, promotion, upgrade, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

Furthermore, in accordance with New York State Labor Law Section 220-e, if this is an Agreement for the construction or alteration of any public building or public work, or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement will be performed within the State of New York, the Vendor agrees that neither it, nor its subcontractors, will, by reason of race, creed, color, disability, sex, or national origin: (i) discriminate in hiring against any New York State citizen who is qualified and available to provide the Goods and perform the Services, or (ii) discriminate against or intimidate any employee hired for the provision of Goods and performance of Services under this Agreement. If this is a building service agreement as defined in the New York State Labor Law Section 230, then in accordance with New York State Labor Law Section 239, the Vendor agrees that neither it, nor its subcontractors, will by reason of race, creed, color, national origin, age, sex or disability: (i) discriminate in hiring against any New York State citizen who is qualified and available to provide the Goods and perform the Services, or (ii) discriminate against or intimidate any employee hired for the provision of Goods and performance of Services under this Agreement. The Vendor is subject to (i) a fine of Fifty and 00/100 (\$50.00) Dollars per person, per day, for any violation of the New York State Labor Law Sections 220-e or 239, and/or (ii) possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 22 - INSURANCE

For provision of the Services set forth herein and as may be hereinafter amended, the Vendor shall maintain or cause to be maintained in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverage as set forth in Schedule C, which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and must be written by insurers who have been fully informed as to the nature of Services to be performed by the Vendor pursuant to this Agreement. Such insurers must be of recognized financial standing, satisfactory to the County. The County must be named as an additional insured on all commercial general liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) will be the sole obligation of the Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, the Vendor irrevocably waives all claims against the County for all losses, damages, claims, or expenses resulting from risks commercially insurable under the insurance described in Schedule C and this Article 22. The provision of insurance by the Vendor will not in any way limit the Vendor's liability under this Agreement.

Each policy of insurance must contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the County, with respect to its interests, (ii) it must not be cancelled without thirty (30) days prior written notice to the County except in the case of cancellation for non-payment of premium which requires fifteen (15) days prior written notice, directed to the County's Insurance Department and the Department Head, and (iii) the County will have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the Vendor.

To the extent it is commercially available, each policy of insurance must be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it must be provided on a "claims made" basis, and all such "claims made" policies must provide that:

- A. Policy retroactive dates coincide with or precede the Vendor's start of the performance of Services (including subsequent policies purchased as renewals or replacements); and
- B. The Vendor shall maintain similar insurance for a minimum of two (2) years following final acceptance of the Services; and
- C. If the insurance is terminated for any reason, the Vendor agrees to purchase for the County an unlimited, extended reporting provision to report claims arising from the Services performed under this Agreement; and
- D. The Vendor must give immediate notice to the County, through the Department Head, the Ulster County Attorney's Office, and the County's Insurance Department, of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

ARTICLE 23 - INDEMNIFICATION

The Vendor agrees to defend, indemnify, and hold harmless the County, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed by the Vendor, its employees, representatives, subcontractors, assignees, or agents pursuant to this Agreement, which the County, or its officials, employees, or agents may suffer by reason of any negligent acts, or omissions of the Vendor, its employees, representatives, subcontractors, assignees, or agents. The Vendor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, negligent acts, or omissions of the Vendor or an employee, representative, subcontractor, assignee, or agent of the Vendor, either within or without the scope of the respective employment, representation, subcontract, assignment, or agency, or arising out of the Vendor's negligence, fault, negligent acts, or omissions, then the County will have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover said claim or action. The rights and remedies of the County provided for in this clause will not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 24 - RESPONSIBILITY TO CORRECT DEFICIENCIES

The Vendor shall be responsible to correct, in a timely fashion and at the Vendor's sole expense, any deficiencies in its Goods and/or Services resulting from the Vendor's failure to act in accordance with the standards set forth in Article 13 (Performance) and Schedule A, provided such deficiencies are reported to the Vendor within sixty (60) days after completion and final acceptance of the Services. If the Vendor fails to correct such deficiencies in a timely and proper manner, the County may elect to have others perform such corrections, and the County may charge any related cost of such corrections to the Vendor and/or set-off such amount against any sums otherwise due to the Vendor. These remedies, if effected, will not constitute the sole or exclusive remedies afforded to the County for such deficiencies, nor will they constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 25 - CURRENT OR FORMER COUNTY EMPLOYEES

The Vendor represents and warrants that during the Term of this Agreement and for a period of one (1) year after its expiration or termination, it shall not retain the services of any County employee or former County employee in connection with this Agreement, or any other agreement that said Vendor has or may have with the County, without the express written permission of the Executive or the Purchasing Director.

For a breach or violation of such representations or warranties, the County will have the right to terminate this Agreement

without liability; provided, however, the Vendor will be paid for all Services rendered through the date of termination in accordance with Schedule B. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 26 - PROTECTION OF COUNTY PROPERTY

The Vendor assumes the risk of and shall be responsible for any loss or damage to the County's property and equipment, whether owned, leased, or otherwise possessed by the County, used in the performance of this Agreement and resulting from the negligent acts or omissions of Vendor, its employees, contractors or agents. Any such loss or damage caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of the Vendor, its officers, directors, members, partners, employees, representatives, or assignees, or any person, firm, company, agent, or others engaged by the Vendor as an expert, consultant, specialist, or subcontractor hereunder, will be the responsibility of the Vendor.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County will have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

The Vendor agrees to defend, indemnify, and hold the County harmless from any and all liability or claim for loss, cost, damage, or expense (including without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article 26 which results from the negligent acts or omissions of Vendor, its employees, contractors, or agents.

The rights and remedies of the County provided herein will not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 27 – FORCE MAJEURE

Neither Party hereto will be considered in default in the performance of its obligations hereunder, to the extent that performance of any such obligation is prevented and/or delayed by any cause, existing or future, beyond the control of such Party, and which by that Party's exercise of due diligence and foresight could not reasonably have been avoided.

Upon removal of such cause, the Party affected shall resume its performance as soon as reasonably possible. The Vendor's financial inability to perform will not be deemed to be an event of Force Majeure regardless of the source causing such financial inability. If the Vendor is so delayed in the timely performance of the Services, the Vendor's sole and exclusive remedy is to request that a Change Order, Amendment, or Addendum to this Agreement be issued by the County and signed by the Executive or the Purchasing Director, permitting an extension of time to perform the Services in an amount equal to the time lost due to such delay. Such request shall be based upon written notice only, stating the specific nature of the claim, delivered to the Department Head promptly, but not later than thirty (30) days after the initial occurrence of the event giving rise to such claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment, or Addendum to this Agreement, signed by the Executive or the Purchasing Director. In no event will the County be liable to the Vendor or to its subcontractors, agents, assignees, or any other person or entity for damages arising out of, or resulting from, any such delays.

ARTICLE 28 - TERMINATION

The County may, by written notice to the Vendor, effective upon mailing, terminate this Agreement in whole or in part at any time (i) for the County's convenience, (ii) upon the failure of the Vendor to comply with any of the terms or conditions of this Agreement, or (iii) upon the Vendor becoming insolvent or bankrupt.

Upon termination of this Agreement, the Vendor shall comply with any and all County closeout procedures, including but not limited to:

- A. Accounting for and refunding to the County within ten (10) days, any unearned and/or unexpended funds that have been paid to the Vendor pursuant to this Agreement; and
- B. Furnishing to the County within ten (10) days, an inventory of all equipment, appurtenances, and property purchased by the Vendor through, or provided under this Agreement, and carrying out any County directive concerning the disposition thereof; and

C. The Vendor will be paid for all Services rendered through the date of termination in accordance with Schedule B.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article 28, the County may procure upon such terms and in such manner as deemed appropriate, Goods and Services similar to those so terminated, and the Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for reasons other than the convenience of the County, the cost and expense of any Services procured by the County to complete the Services herein will be charged to the Vendor and/or set off against any sums due to the Vendor.

Notwithstanding any other provisions of this Agreement, the Vendor will not be relieved of liability to the County for damages sustained by the County by virtue of the Vendor's breach of this Agreement, or failure to perform in accordance with applicable standards.

The rights and remedies of the County provided herein will not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 29 - SET-OFF RIGHTS

The County will have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to the Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the Term of this Agreement, or (iii) from the County by operation of law. The County will also have the right to withhold any monies otherwise due under this Agreement for the purposes of set-off against any amounts due and owing to the County for any reason whatsoever, including without limitation, tax delinquencies, fee delinquencies and/or monetary penalties or interest relative thereto.

ARTICLE 30 - NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the Executive or the Purchasing Director, after consultation with the Ulster County Attorney, but must instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County, or if appropriate, in the Federal District Court, with venue in the Northern District of New York, Albany Division.

ARTICLE 31 - GOVERNING LAW

This Agreement is governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. The Vendor shall render all Goods and Services under this Agreement in accordance with applicable provisions of all federal, state, and local laws, rules, and regulations as are in effect at the time such Goods and Services are rendered.

ARTICLE 32 – PREVAILING WAGE

In accordance with New York State Labor Law Section 220-d, if this is an Agreement for the construction, reconstruction, maintenance and/or repair of any public work, the Vendor agrees that all laborers, workers, or mechanics employed by the Vendor and/or its subcontractors in contemplation of the performance of this Agreement will be paid not less than such hourly minimum rate of wage and shall be provided supplements not less than the prevailing supplements as designated by the New York State Commissioner of Labor.

ARTICLE 33 - WAIVER AND SEVERABILITY

The failure of either Party to enforce at any time, any provision of this Agreement, does not constitute a waiver of such provision in any way or waive the right of either Party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement will be considered waived by the County unless such waiver is explicitly given in writing by the Executive or the Purchasing Director. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement, unless expressly stipulated in such waiver as executed by the Executive or the Purchasing Director.

The invalidity or invalid application of any provision of this Agreement will not affect the validity of any other provision,

or the application of any other provision of this Agreement.

ARTICLE 34 - GENERAL RELEASE

Acceptance by the Vendor or its assignees of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, administrative, or other means, will constitute and operate as a general release to the County from any and all claims of the Vendor arising out of the performance of this Agreement.

ARTICLE 35 - NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Vendor against any officer, agent, or employee of the County, for or on account of any act or omission in connection with this Agreement.

ARTICLE 36 - ENTIRE AGREEMENT

The rights and obligations of the Parties and their respective agents, successors and assignees will be subject to and governed by this Agreement, including Schedules A, B, and C, Request for Proposal RFP-UC18-033 and the Vendor's response dated July 20, 2018 which supersedes any other understandings or writings between or among the Parties to this Agreement.

In the event of a conflict between the Terms and Conditions of this Agreement, the Schedules, the RFP and the Vendor's response the documents shall control in the following order:

1. Articles 1-40 of this Agreement
2. Schedules A, B and C
3. RFP-UC18-033
4. Vendor's response to UC18-033

ARTICLE 37- SURVIVING OBLIGATIONS

The Vendor's obligations and those of the Vendor's employees, representatives, agents, subcontractors, successors, and assignees, assumed pursuant to Article 7 (Representations by the Vendor), Article 8 (Corporate Compliance), Article 13 (Performance), Article 14 (Confidentiality), Article 15 (Ownership of Confidential Information), Article 17 (Publicity), Article 19 (Retention of Records), Article 23 (Indemnification), Article 24 (Responsibility to Correct Deficiencies), and Article 26 (Protection of County Property), will survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 38 - NOTICES

Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement will be in writing, will be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within this Agreement, notices will be effective when received. Notice addresses are as follows:

Vendor:
Trinity Services Group
Attention: David M. Miller, Chief Operating Officer
477 Commerce Blvd.
Oldsmar, Florida 34677

County:
Ulster County Sheriff's Office
Attention: Paul J. VanBlarcum, Sheriff
380 Boulevard
Kingston, New York 12401

Any communication or notice regarding indemnification, termination, litigation, or proposed changes to the terms and conditions of this Agreement will be deemed to have been duly made upon receipt by both the County's Sheriff's Office

and the Ulster County Attorney's Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the County:

Mailing Address:
County of Ulster
Attention: County Attorney
Post Office Box 1800
Kingston, New York 12402

Physical Address:
County of Ulster
Attention: County Attorney
244 Fair Street, 5th Floor
Kingston, New York 12401

Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

ARTICLE 39 - MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement, and no payment will be due in connection therewith, unless prior to the provision of any such Goods and/or performance of any such Services, the Executive or the Purchasing Director, after consultation with the Department Head, executes an Addendum, Amendment, or Change Order to this Agreement. The aforesaid Addendum, Amendment, or Change Order must specifically set forth the scope of such extra or additional Goods and/or Services, the amount of compensation, and the extension of time for performance, if any, for any such extra or additional Goods and/or Services. Unless otherwise specifically provided for therein, the provisions of this Agreement will apply with full force and effect to the terms and conditions contained in such Addendum, Amendment, or Change Order.

ARTICLE 40 - HEADINGS AND DEFINED TERMS

The Article headings used in this Agreement are for reference and convenience only, and will not in any way limit or amplify the terms, conditions, and/or provisions hereof. All capitalized terms, acronyms, and/or abbreviations will have the meanings ascribed to them by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the beginning date set forth in Article 2 above.

ULSTER COUNTY SHERIFF'S OFFICE

(Approved as to content)

By: _____
NAME: Paul J. VanBlarcum
TITLE: Sheriff
DATE: _____

COUNTY OF ULSTER

By: _____
NAME: Edward M. Jordan
TITLE: Director of Purchasing
DATE: _____

TRINITY SERVICES GROUP, INC.

By: David M. Miller
NAME: David M. Miller
TITLE: Chief Operating Officer
DATE: 12.6.2018

SCHEDULE A
SCOPE OF WORK

I. Program Overview

The Vendor shall provide an inmate food service program, staff meals and commissary services (the "Program") for the Ulster County Law Enforcement Center Jail located at 380 Boulevard, Kingston, New York 12401 (the "Jail") as further outlined below. The Vendor shall have access to the Jail commencing on November 1, 2018 for transition planning purposes, actual food and commissary service shall commence on December 3, 2018. The Jail has a current average daily population of three hundred twenty-five inmates and a maximum capacity of four hundred fifty-eight inmates. It is estimated that three hundred fifty-five thousand eight hundred and seventy-five meals are served per year. The County makes no guarantee as to the number of meals that will be required during a given period.

II. Existing Conditions and Use of Jail's Physical Plant and Equipment

- A. The Jail has a well-equipped kitchen but does not contain all equipment necessary for the Vendor's operations. Prior to the Vendor commencing operations at the Jail the Vendor and the County shall conduct an inventory and inspection of the food service equipment owned by the County. Upon completion of inventory and inspection should any County owned equipment require repair the County at its expense shall return the equipment to proper working order prior to commencement of the Vendor's services. After commencement of the Vendor's services the Vendor at its own cost shall be responsible for maintaining and repairing all County owned equipment in use by the Vendor normal wear and tear excluded. All County owned equipment shall remain the property of the County.
- B. Use of the Jail's physical plant and equipment is only an accommodation to the Vendor, the County makes no warranties, expressed or implied as to their continuous availability or fitness for use. The Vendor shall develop a contingency plan acceptable to the County for such an emergency.
- C. Vendor shall properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances connected thereto.
- D. Vendor shall report to the County any equipment or areas of the physical plant which needs repair or replacement this includes but is not limited to the monitoring of cooler/freezer temperatures and shall ensure its employees exercise due care in the use of such equipment. The County shall make repairs to the physical plant as it deems necessary.
- E. Vendor shall not make any alterations, additions, or removal of any walls, windows, floors, ceilings, doors, or fixtures, without prior written approval of the County. The Vendor shall not cover or obstruct any windows or other openings with blinds, drapes or other objects without prior approval from the Sheriff.
- F. The Jail does not have an inmate dining hall and all meals are served in the housing units.

III. Jail Food Service

- A. Staffing – all staffing shall meet at a minimum the levels and requirements set forth in the Vendor's proposal to RFP UC18-033 which is hereby incorporated by reference and hereby made a part of this Agreement.
 - 1. The Vendor shall maintain a trained staff, which shall be on duty for all twenty-one meals served each week. The Vendor shall provide efficient operation, expert administration, dietetic service, purchasing, accounting, supervision service, technical assistance and planning to fulfill all aspects of this Agreement.
 - 2. The Vendor shall provide a Regional Manager, Food Service Director and three (3) Food Service Supervisor/cooks to be in attendance whenever the kitchens are in operation, ensuring full and adequate employee coverage during all employee vacations, sick days, etc.

- a. The Vendor's Regional Manager responsible for services under this Agreement shall have no less than six (6) year's Correctional Food Service experience.
 - b. The Vendor's Food Service Director shall possess a minimum of three (3) years' experience, or a combination of formal training and experience equivalent to three (3) years' experience, in the use of materials, methods and equipment used in preparing food for an operation like that of the Jail.
 - c. Should a vacancy or absence occur the Vendor shall provide temporary staff or overtime to cover the vacancy or absence. In the event of a vacancy the Vendor shall permanently fill the vacancy with an employee possessing the same qualifications within two weeks. The Vendor shall reimburse the County at the rate of two times the hourly rate for vacancies or absences not covered by temporary staff or overtime. The Vendor shall provide work schedules with each invoice identifying shifts worked, shifts covered by other employees due to vacancies/absences and unfilled shifts. Notwithstanding the foregoing, Vendor shall not be required to reimburse the County for staff vacancy so long as the position is covered by overtime or a qualified temporary worker.
3. The County employs one (1) full time cook for the Officers Dining Room. The Vendor shall utilize the County's cook in providing services. Payroll for the County's cook shall be the responsibility of the County. The Vendor shall supervise the County's cook. The Vendor shall be responsible to cover the County cook's time off, i.e. vacations, sick days, etc. with the Vendor's paid employees. Upon retirement of the County's Cook, the Vendor shall provide an additional cook, at their sole expense. The Vendor may request a per meal increase should the County's cook retire during the term of this Agreement adequate documentation of the Vendor's increased cost shall be provided to the County.
 4. The Vendor may utilize up to fourteen inmates per shift for food preparation, to serve/tray line meals and perform sanitation and cleaning of the kitchen and equipment. The Vendor shall submit a list of the staffing positions, detailing labor descriptions and requested times to the Sheriff. All inmate labor shall be subject to the approval of the Sheriff. The Vendor may at its discretion assign or reject any or all inmates on any given shift, at any time. The Sheriff will require the Vendor to use the Sheriff's administrative procedures for the discipline of or removal of inmates from any kitchen. Kitchen inmates will not be permitted to ride in any Contractor's Vehicle at any time.

The Sheriff shall be entitled to remove any or all inmate(s) at any time from kitchen or food service assignment if, in his discretion, the inmate(s) presence poses or creates a security risk. The Vendor shall indemnify and hold harmless, Ulster County, its officials, officers, employees and agents from and against all liability for loss, costs, damages, injuries and claims which may result from the Vendor's use of inmates in the food service operation at the Jail when such liability is attributable to any act of negligence or omission by the Vendor, its officers, employees, agents, consultants, subcontractors, owners, or shareholders.

B. Compliance and Staff Training

1. The Vendor at its own expense shall require its employees to submit to annual health examinations in accordance with all federal, state and local laws, rules and regulations and as mandated by American Correctional Association (A.C.A.) Standards. The Vendor shall make all records evidencing the Vendor's compliance with these requirements available to the County upon request.
2. One week prior to starting work the Vendor shall submit completed criminal history and background information forms to the Sheriff's Department for all employees and subcontractors providing services related to this Agreement. All Vendor's personnel authorized to work under this Agreement are subject to photographing, fingerprinting and a criminal security check performed by the County. The Sheriff reserves the right to deny the Vendor's employees access to the Jail at any time for any reason. Should an employee be denied access by the Sheriff, the Vendor shall replace them immediately. Persons not previously screened for admittance shall not be admitted to the Jail without proper notification by the vendor and authorization from the Sheriff.
3. The Sheriff reserves the right to require visible tattoos to be covered while in the Jail.

4. The Vendor's employees shall always wear photo identification while on County property. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected daily.
5. The County reserves the right to require all Vendor's employees to pass random drug and alcohol testing. Vendor's employees shall report immediately to the County's laboratory of choice. Random drug and Alcohol testing shall be conducted at the County's expense.
6. All Ulster County facilities and grounds are smoke free, alcohol free and drug free. The Vendor and County agree to provide for their employees, and cause all subcontractors to provide for their employees, a smoke free, workplace.
7. The Vendor at its own expense shall require its employees to complete a forty (40) hour A.C.A. approved jail training program for contract employers. In addition, the Vendor's employees shall complete forty (40) hours of A.C.A. approved jail related training each subsequent year. A.C.A. approved trainings shall be conducted by the County.
8. Vendor's employees shall attend an orientation session and on-going in-service trainings at the Jail. The Vendor shall submit weekly training updates to the County. Training updates shall include but not be limited to dates and times trainings were conducted, who conducted the trainings and a matrix of each employees training requirements.
9. Trainings shall be completed without any decrease in either the quality or quantity of the Vendor's services.
10. The Vendor shall be responsible for training all inmate staff utilized by the Vendor. The Vendor shall submit a copy of its inmate training program to the County. The Vendor shall provide the County with documentation of all training provided to each inmate for inclusion in the inmates file.
11. The Vendor shall be responsible for obtaining all permits required for the services provided under this Agreement.
12. The Vendor shall be responsible for all costs incurred resulting from the Vendor's failure to obtain or renew any and all required permits and certifications related to the services provided under this Agreement.

C. Inmate Meal Services

1. The Vendor shall provide:
 - a. all raw and cooked food necessary to provide inmate and staff meals
 - b. all paper and plastic products used in the daily operating routine of the kitchen to include, but not limited to: paper bags and material to cover trays
 - c. all cleaning products necessary to keep all kitchen equipment and kitchen area clean. All cleaning products shall meet the County's Green Cleaning policy requirements. The Vendor shall maintain material safety data sheets on site for all cleaning products stored or in use on-site.
 - d. all hair nets, aprons and servicing gloves required by Vendor's staff and inmate help,
 - e. all trash can liners for the kitchen,
 - f. all paper products used, but not limited to napkins,
 - g. all knives, forks and spoons (eating utensils).
2. The Vendor shall be responsible for the proper storage of all food and related stores in the dry storage room, walk-in cooler and walk-in freezer provided by the County. It is the Vendor's responsibility to assure the proper handling, storage and temperature of food products delivered to the Jail dock. In addition, it is the Vendor's responsibility for inside deliveries of products from the Jail dock to its proper storage facility in the Jail.
3. The Vendor shall serve twenty-one meals per week utilizing a twenty-eight-day menu cycle. The Vendor shall serve flavorful, visually appetizing, wholesome, nutritious, quality food at proper service temperatures, with correct portion sizes and at designated serving times. All meals shall meet National Commission on

Correctional Health Care guidelines, New York State Corrections Law requirements, and be reviewed by the Vendor's Dietician and approved by the County. Meals shall be provided three (3) times per day generally at the following times:

Breakfast: 5:00 to 6:00 am

Lunch: 11:00 am to noon

Dinner: 4:00 to 5:00 pm

The Vendor shall allow no more than fourteen hours to elapse between the evening meal and the following day's breakfast meal. Changes to the meal schedule shall be mutually agreed upon between the Vendor and the Sheriff or his designee.

4. Meal Composition:

Meals shall include a minimum of five servings of fruit and vegetables per day including fruit or juice servings (100% juice, not fruit drinks or cocktails) for breakfast.

All non-edible fruit peels and rinds must be removed in the kitchen before being served.

Condiments such as catsup, mustard, mayo-type dressing, margarine, salad dressing and syrup shall be provided in pre-packaged, portion control packages. Pepper is not allowed.

a. Beverages:

- (1) Beverages provided shall include coffee, tea (Decaffeinated, Caffeinated or both), juice servings (100% juice, not fruit drinks or cocktails) for breakfast are required or 2% milk.
- (2) Milk shall be provided at a minimum of once per day five (5) days per week. Inmates under the age of 21 years shall be provided milk once per day seven (7) days per week.

b. Meat Portions:

- (1) All meat portions shall be boneless and no less than 4-oz and no more than 6-oz cooked weight. Cheese, peanut butter, eggs and beans do not count towards the 6-oz. meat portion.
- (2) Where turkey appears on the menu, the turkey shall be of whole roasted or of cooked breast meat. Pressed, extruded or processed and formed turkey will not be permitted.
- (3) Only first quality foods, such as Grade A eggs, Grade A or B poultry, U.S. Choice Grades of Beef, Grade A or B fancy fresh or frozen vegetables and fruits, and Grade A or B canned goods shall be used. All foods served shall be wholesome and free from spoilage. Dented canned items are not acceptable.
- (4) Any item containing any pork product or pork derivative shall not be used. Ulster County may require manufacturer's statement of ingredients for items used by Contractor. Gelatins with pork derivatives are not acceptable.
- (5) Ground turkey/chicken and ground turkey/chicken patties shall be provided with a minimum lean-to fat ratio of 80/20. Ground beef shall not be included in the menu plan without the consent of the Superintendent or Warden. Only USDA inspected meat is acceptable. During grinding, meat should remain below 40°, but not less than 30°. Meat should be double ground. Soy or other extenders are acceptable up to 6%.

c. Cereal: Cereal on menus designates one (1) cup. One cup to be either eight ounces by volume or one and one half (1½) ounces by weight.

- d. Portions: Portions for all meals shall be equal.
- e. Bran Flakes: This must be served a minimum of two times per week.
- f. Bread: At least three (3) times per week, the bread served with the meal will be whole wheat bread.
- g. Food Quality: The Vendor shall use the following standards for purchase of raw food products:
 - (1) All food and beverage products used in the performance of this Agreement must be served prior to the expiration date, when so dated.
 - (2) All menus, menu changes and procedures are to be reviewed by a register dietitian and are subject to approval of the Ulster County Sheriff or his designee.
 - (3) The Vendor shall provide, at their expense, natural fruit juice (may be reconstituted) for special diets. The Vendor at no additional cost to the County shall maintain a stock of natural fruit juice in the Jail's Medical Office for their use during emergencies.
- h. Temperature of Meals:
 - (1) The Vendor shall maintain a temperature equal to or exceeding one hundred forty (140) degrees Fahrenheit for all food items on the heated serving line.
 - (2) The Vendor shall maintain a temperature not to exceed forty-one (41) degrees for all food items on the chilled serving line.
 - (3) The Vendor shall meet or exceed all New York Department of Health Food Service Sanitation Guidelines, all American Correctional Association Guidelines, New York Department of Corrections, and County standards.
- i. Surplus Commodities:
 - (1) The Ulster County Jail may qualify to receive surplus commodities from the United States Department of Agriculture (USDA). There is no guarantee as to what, if any, commodities will be available during the life of this Agreement.
 - (2) The Vendor shall utilize U.S.D.A. commodities made available to the County. Federal regulations permit the Vendor's use of surplus commodities in providing food service in prisons, jails and detention centers. However, the Vendor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the USDA; specifically:
 - (a) Vendor agrees that any USDA commodities received on behalf of the County shall only benefit the County and shall be utilized only in the performance of this Agreement.
 - (b) Vendor shall maintain all financial and supporting documents, statistical records, and any other records pertaining to the use of the USDA surplus commodities.
 - (c) The Vendor's records and documents shall be available for the duration of this Agreement and for a minimum of six (6) years and ninety (90) days after the termination of this Agreement.
 - (d) Vendor agrees that if any litigation, claim or audit involving these records begins before the above period expires, the contractor shall keep the records and documents for not less than six (6) years and ninety (90) days and/or until litigation claims or findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into.

- (e) Any Surplus Commodity or food provided for the Jail shall be credited to the next month's invoices. Credit shall be separately stated on the invoice and shall be calculated on the fair market value of the commodities received less shipping expenses.
5. The Vendor shall provide all meal preparation, tray assembly, utensil and appliance cleanup, post meal cleaning of soiled trays, carts and related items as well as overall general kitchen cleanup and sanitation.
 6. There is no inmate dining area at the Jail. The Vendor shall fill trays in the Jail kitchen in an assembly line fashion and load the trays on to carts. The Vendor shall ensure proper portion control. The County will verify meal counts and supervise distribution of the trays to inmates in a timely and sanitary manner in the living areas.
 7. In addition to the regular meals, the Vendor shall supply, prepare and serve up to six Holiday meals per year at the request of the County. The menu for Holiday meals shall be agreed upon between the Vendor and the County. In no instance shall the cost of the Holiday meals exceed the costs identified in Schedule B of this Agreement.
 8. The Vendor shall supply, prepare and serve special diet meals (including religious diet) to inmates identified by the County. Special diet meals shall meet the requirements set forth by medical professionals, the County and the Vendor's dietician. Special diet meals shall include a finger foods menu for services to inmates on special watch. In no instance shall the cost of special diet meals exceed the costs identified in Schedule B of this Agreement.
 9. The Vendor shall supply, prepare and provide sack/bag meals for inmates who are unable to receive their meal at the time of serving. Sack meals must be packaged in brown paper bags, individual items may be packaged in plastic bags; however, Ziploc bags are prohibited. At a minimum, sack lunches must be composed of the following:

4 slices of bread, 2 ounces of meat (e.g. turkey, turkey bologna, turkey-salami, etc.), 2 ounces of cheese, 1 serving of fruit (e.g. apple, orange, pear), beverage and packaged condiments (e.g. mustard, mayonnaise, etc but no pepper.)
 10. The Vendor shall implement their fresh baked bread program making baked goods on site for utilization in the meal program.
 11. The Vendor shall be responsible for preparing and submitting to the County an emergency food service plan for implementation in the event of situations including but not limited to power or equipment failure. The Vendor shall be responsible for continued food service in accordance with the approved emergency plan and shall resume normal food service immediately upon conclusion of the emergency. Notice shall be given to the County prior to plan implementation. The Vendor shall be responsible for taking action to minimize loss of non-shelf stable food in the event of power failure.
 12. The Vendor shall be responsible at all times during all phases of operations to ensure the proper security of equipment, serving utensils and the efficiency of the food services system. Following each meal, the Vendor shall conduct an inventory of trays, cups, utensils, and small wares and submit a report detailing any missing items to the Jail Watch Commander/Supervisor. Items destroyed or thrown away by employees or inmate workers shall be the responsibility of the Vendor and shall be replaced by the Vendor at no cost to the County. Equipment damaged by the Vendor or inmate workers through negligence or inattentive supervision will be the responsibility of the Vendor and shall be replaced by the Vendor at no cost to the County.

D. Officer Meal Service

1. The Vendor shall supply, prepare and serve Officer meals three times per day in the Officer Dining Room.
2. Officers staff the facility 24 hours a day on a three (3) shift rotation. Approximately one hundred forty officers and staff work on a daily basis across the three shifts and are eligible to receive one (1) meal per shift. If requested by the County, the Vendor shall provide additional staff meals.

3. The Vendor shall provide a separate Officer dining menu from the inmate menu. The menu shall consist of a twenty-eight-day cycle with the meal specifics agreed upon by the County and the Vendor.
4. The Vendor shall provide hot caffeinated and decaffeinated coffee and tea twenty-four hours a day, seven days a week in the Officers Dining Room (ODR). The Vendor shall supply the coffee, sugar, nondairy creamer, milk, cream, stirrers, and all other necessary supplies so staff can serve themselves. There shall be no additional charges for coffee service. Charges shall be incorporated into the unit pricing submitted for meal costs.
5. The Vendor shall make available a salad bar and soup daily.
6. The Vendor shall provide sack meals for staff who are unable to make scheduled meal times. Sack meals shall be provided in the same manner as inmate sack meals identified in this Agreement.

E. Trinity Take-Out Service

1. The Vendor shall implement and operate the Trinity Take-Out menu services.
2. Under this program, the Vendor shall make available a menu of high quality meals which are prepared on-site.
3. Meals shall be made available for purchase by inmates approved by the County and Jail staff as well as Jail staff.
4. The Vendor shall be responsible for charging the inmates for meals purchased through this program.
5. The County shall submit a list of eligible inmates each Friday.
6. The Vendor shall collect orders from inmates on Saturday morning.
7. Orders shall be delivered to inmates between noon and 1 PM on Saturday.
8. In the event an inmate is subject to disciplinary action between the time or order a delivery or is unavailable to receive the meal funds shall not be reimbursed.
9. The County reserves the right to suspend this program at any time.

F. County Responsibilities Related to Food Service

1. The County shall make available for Vendor's use service ware, pots, pans and service utensils. No eating utensils (knives, forks and spoons) will be provided. The County shall have no responsibility to provide additional service ware, pots, pans or service utensils.
2. The County shall make available for Vendor's use all food service equipment currently in place at the Jail. The County makes no claim to the fitness for use of the food service equipment currently in place and shall have no responsibility to provide additional or different food service equipment.
3. The County shall make available for Vendor's use food storage facilities currently in place at the Jail. The County makes no claim to the fitness for use of the facilities currently in place and shall have no responsibility to provide additional or different food storage facilities.
4. The County shall provide trash removal from the large outside dumpsters, pest control, office space, inmate uniforms, and utilities excluding long distance telephone service. The County shall provide a telephone capable of conversing within the confines of the Jail (intercom phone) and local telephone service only. The County shall provide the Vendor with information and access necessary for the Vendor to establish its own long-distance telephone and data services. The Vendor shall be responsible for all costs to establish long distance telephone and data services and shall be directly invoiced by the provider for all related charges.

5. County shall provide security for all food service areas.
6. The County shall provide a maximum of fourteen inmate laborers at the times and locations necessary to assure efficient food service operations. The Vendor shall provide sufficient staff with which to supervise all inmate workers provided.
7. The County shall provide accurate and timely orders for the number of meals to be served to inmates, correctional officers, and staff within two (2) hours of the time for meals to be served.
8. The County shall provide adequate ingress and egress to areas of the Jail related to food service activities.
9. The County shall provide general maintenance to the building structure including, but not limited to, the maintenance of water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces.
10. The County may after consultation with the Vendor replace equipment, which in the opinion of the County has exceeded its useful life.

IV. Commissary, Securepak and Secure Mail Program:

- A. The Vendor shall employ two full-time staff on-site at the Jail who shall be responsible for the management and distribution of commissary and Securepak orders, maintenance and filling of vending machines, and processing of credits.
- B. Commissary and Securepak orders as well as vending product inventory will be shipped to the facility from Vendor's Edison, New Jersey warehouse. All shipments shall be made by freight line delivery.
- C. Commissary and Securepak sales shall be capped at one hundred dollars each per week per inmate or two hundred dollars per week collectively.
- D. The Vendor shall provide commissary and Securepak services once weekly.
- E. At the time of an inmates release the Vendor shall provide the inmate with a pre-paid debit card containing the balance of the funds remaining in the inmate's commissary account. The pre-paid debit card shall be of a type which may be used anywhere MasterCard is accepted. Fees associated with the release of inmate funds are as follows:

	Charge
Card Activation Fee	FREE
Support Calls Fee	FREE
PIN Change Fee	FREE
Point of Sale (POS) Transactions (PIN & Signature)	FREE
Cash Back Option with POS purchase	FREE
POS Declines	FREE
Card to Bank ACH Transfer****	FREE
Cash Out at any Principal MasterCard Member Institution	FREE
Weekly Maintenance Fee*	\$2.50
ATM Account Inquiry Fee	\$1.50
Inactivity Fee**	\$2.00
Domestic ATM Fees***	\$2.95
ATM Decline for Non-Sufficient Funds Fee	\$2.95
International ATM Fees***	\$3.95
ATM Decline International Fee	\$3.95
Replacement of lost or stolen card	\$10.00
Account Closure Fee/Request for Balance by Check	\$10.00

* After 3 days / 72 hours of issuance the card starts incurring weekly maintenance fees to cover the cost of the FDIC insured account.

**After 90 days of no activity.

***Fees may also be imposed by the local ATM provider in addition to card fees. For a listing of surcharge-free ATM's, visit <http://www.moneypass.com/>.

****Returned or rejected ACH transfers for invalid banking information are subject to a \$9.95 returned processing fee.

*****Cardholder fees are subject to change. Thirty (30) day prior written notice of a change in fees will be given. The changes will be posted on the Card website at www.accessfreedomcard.com. You will be deemed to have proper notice thirty days (30) after the amendments are posted.

Customer Service / Servicio A Clientes:
Toll Free from U.S.A. – (888) 609-0008
www.accessfreedomcard.com

- F. The Vendor shall be responsible for establishing all accounts, responding to all inquiries, resolving complaints, issuing refunds, and returning unspent funds upon release from the Jail. The Vendor shall provide all users with a telephone number for resolving issues.
- G. Commissary:
1. The Vendor shall operate the in-house Commissary Program in compliance with NYCRR 9, Part 7016.1, Monday through Thursday, which shall include, but is not limited to, the following:
 - a) The Vendor shall provide inmate commissary ordering through the Jail's telephones and partner directly with the Jail's inmate telephone service provider for telephone order entry. Vendor shall also provide commissary ordering through Vendor provided tablets and kiosks.
 - b) The Vendor shall stock the commissary with the agreed-upon selection of items. Vendor's inventory shall be of quality brand-name items. All items carried in stock shall be approved by the County. Vendor shall maintain a sufficient stock of goods to ensure successful operation of the commissary and a nearly one hundred percent (100%) fill rate. Purchase and payment for inventory and stock will be the sole responsibility of the Vendor.
 - c) The Vendor shall address any damages or discrepancies prior to the inmate returning to their cell. All sales are final once the inmate signs and leaves the multipurpose room.
 - d) Vendor shall work closely with Jail administration to ensure Vendor is attaining County goals and overall satisfaction.
 - e) Vendor shall implement order restrictions as required by the County. Order restrictions shall include but not be limited to spending limits.
 - f) The County may provide the Vendor with limited network accessibility so that appropriate information can be obtained for each inmate in order to manage the program. Type and limitations of access shall be

determined by the County's Information Services Department. The County reserves the right to limit and modify access as it deems necessary.

- g) Vendor shall provide its KeepTrak commissary software as part of the project. KeepTrak can be used as the trust fund banking system for the jail.
- h) The Vendor may store commissary items with the food service inventory.

H. Inmate Vending:

- 1. The Vendor shall provide and install eight snack and soda combo machines in locations approved by the Sheriff.
- 2. The Vendor shall be responsible for all costs associated with relocating electrical and data wiring necessary for the installation of the machines. The Vendor shall be responsible for ensuring their contractor pays prevailing wage for the electrical and data cable installation. Prevailing wage shall be evidenced by the submission of certified payrolls. Copies of certified payrolls for this work shall be submitted to the County upon completion of the installation. Prior to commencement of wiring all plans shall be approved by the County. The County shall inspect the work upon completion, should the County request changes to the work the Vendor shall immediately make the requested changes. The Vendor shall be responsible for obtaining all permits necessary to install the additional wiring.
- 3. Vending machines shall be direct debit vending machines which will interface with the inmate commissary funds system.
- 4. A separate menu will be provided for the vending program; this menu shall be approved by the Sheriff.

I. Securepak:

- 1. The Vendor shall operate the Securepak program which allows friends and family to order commissary items for inmates.
- 2. Friends and family can create custom packages for inmates utilizing the commissary menu.
- 3. All sales through this program utilize funds outside of inmate accounts.
- 4. Distribution for this program shall follow the same schedule as the commissary program and is operated by the same staff.
- 5. The Vendor shall only provide items which have been approved by the Sheriff. The Vendor shall modify the list of items at the request of the Sheriff.

J. Secure Mail:

- 1. The Vendor shall operate the Secure Mail program which allows inmates to have personalized communications with friends and family outside of the Jail.
- 2. The Secure Mail program shall operate through vendor supplied kiosks, tablets or integration with existing tablets at the Jail.
- 3. The system shall screen all messages using a preexisting database and terms specified by the County. Messages containing suspicious words or phrases shall be automatically flagged for review by the County. The Vendor shall make adjustments to the database as requested by the County.

- K. Deposit Services: The Vendor shall utilize their secure deposits system to allow friends and family to deposit funds in inmate's commissary account via telephone, internet, and lobby kiosk. These funds will be used to facilitate commissary ordering. The Vendor shall charge a flat fee of Five and 00/100 (\$5.00) Dollars for all inmate account deposits no matter the amount.

L. Recordkeeping:

1. The Vendor shall submit a monthly report to the County which shall include but not be limited to the following:
 - a) An accounting of all transactions conducted during the prior month
 - b) An abstract of complaints made and the resolution of the complaints

The Vendor shall keep a complete and accurate record of all gross sales of merchandise for a period of six (6) years after termination of this Agreement.

2. The Vendor shall integrate its KeepTrak accounting solution the Jail's JMS software at a booking level; The Vendor shall work directly with the County's software provider on the integration. The Vendor agrees to pay up to \$16,000 in integration fees. The County shall have no responsibility for integration services or the costs related to integration even in the event \$16,000.00 is insufficient for integration.
3. The Vendor shall provide one workstation and one printer to the County.
4. The Vendor shall submit to the Sheriff an accounting of all funds transferred from the prior service provider to the Vendor within fifteen days of the transfer. The Vendor shall be responsible for reconciling with the prior service provider any discrepancies identified by the Sheriff. The Vendor shall submit a revised accounting to the Sheriff after the discrepancies have been resolved.

The Vendor shall submit to the Sheriff an accounting of all funds received from the Sheriff within fifteen days of receipt. The Sheriff shall review and confirm the Vendor's accounting. In the event of a discrepancy the Parties shall meet to identify the source of the discrepancy and resolve the issue to the satisfaction of both Parties.

V. Reporting:

- A. The Vendor shall prepare and forward to the County weekly certified statements which reflect the preceding weeks' food service detailing the exact number of meals served on a daily basis to accompany the weekly invoice. This report shall be broken down into categories by the three meal times, by housing locations, regular meal (including special diets), sack meals and staff meals.
- B. The Vendor shall submit a statement indicating what inmate and staff trainings have taken place and who attended. Documentation of inmate training provided by the Vendor will be recorded by the County and placed in the inmates' file.
- C. Food service complaints from inmates will be processed through the County's Correctional Intervention/Grievance program. The Vendor's food service manager shall act upon all complaints and determine the appropriate mechanism to be utilized for specific categories of complaints.
- D. The County reserves the right to require the Vendor to conduct regular surveys of the staff and inmates on the Services provided under this agreement.
- E. The Vendor shall maintain and submit to the County weekly employee time sheets along with a copy of the employee time schedule for the reporting period.
- F. Four times per year the Vendor shall send its Regional Manager to the Jail to meet with the County to discuss areas which shall include but not be limited to the following:
 1. Food Portion Sizes
 2. Menu compliance (amount and product, completeness)
 3. Food temperature and other health and safety issues
 4. The Vendor shall furnish all other reports as required by Ulster County during the course of the contract.

VI. Energy Conservation:

- A. The Vendor's work force shall perform services in such a manner as to conserve electricity, gas, and water as part of the scope of operations.
- B. The Vendor shall structure and implement a recycling plan.

VII. Sanitation:

- A. The Vendor will maintain high standards of sanitation that are acceptable to the New York State Department of Health and the Correctional Medical Department and Administration.
- B. The Vendor shall be responsible for cleaning and housekeeping in the food preparation, kitchens, and inmate/officer break rooms, washroom, and service and storage areas, and will keep such areas in a clean and sanitary condition, and in conformity with all applicable federal, state, and local regulations and requirements. The Contractor agrees to submit to inspection by the Ulster County Sheriff, the Ulster County Health Department, NY State Health Department or other similar County, State or Federal agencies upon the request of the Sheriff or his designee.
- C. The Vendor shall require all supervisory employees on all shifts to have Federal, State or County Food Service Sanitation Certification when required by any such agency.
- D. The Vendor must successfully pass all required health and sanitation inspections whether by County/State/Federal officials with a Grade "A" or "equivalent" numerical score by the Ulster County Health Department. Any costs incurred by the County due to Vendors failure to pass any required health and sanitation inspections will be the responsibility of the Vendor.
- E. The Vendor shall furnish all labor, supplies, materials, and supervision necessary to keep the areas assigned in a clean, sanitary, and orderly condition at all times and in compliance with the above listed standards. There shall be no additional charge for these supplies in excess of the pricing submitted for the per meal cost.
- F. All chemicals and other materials required for the proper sanitation in this contract will be provided for and paid for by the Vendor. The Superintendent or Warden will approve any chemical prior to its use.
- G. Sanitation will include all silverware, utensils and equipment needed to prepare and serve meals
- H. The Vendor shall collect and dispose of all rubbish, garbage, litter or other waste in accordance with County policies.
- I. The Vendor shall be responsible for proper collection and removal of trash and garbage from the facilities to receptacles located adjacent to the kitchen. This may include utilization and installation of paper recycling apparatus.
- J. Ulster County will provide dumpsters and be responsible for pickup and disposal of contents. The Food Service Supervisor will participate in periodic facility inspections with the Sheriff or his designee.
- K. The Vendor shall establish hazardous chemical logs and comply with all applicable laws and standards concerning the use, storage and handling of hazardous substances/chemicals.
- L. Grease shall not be disposed of in drains. Grease will be disposed of in accordance with local health codes and the collection and removal of grease shall be accomplished by an independent hauler at Vendor's expense.

VII. Security:

- A. In consideration of the security responsibility of the Jail, the Sheriff reserves the right to observe the Vendor's operations and inspect the kitchen and related areas at any time. Moreover, Vendor agrees to abide by any and all

County and Jail rules and regulations, procedures and General Orders, as well as any directives by the Sheriff regarding the Vendor's performance.

- B. The Vendor shall immediately report any unusual occurrences to the Sheriff or his designee. It shall be the responsibility of the Vendor to secure its assigned areas and lock all doors before exiting the Jail, unless notified in writing by the Sheriff to do otherwise. The Vendor shall review the Sheriff's Office contraband policies with employees to familiarize them with prohibited items.
- C. The Vendor shall abide by the County policy that individuals with outstanding felony or misdemeanor warrants will be denied access to the Jail and shall be reported to the Local Police. The Vendor shall immediately bring to the attention of the Sheriff any and all employees with outstanding felony or misdemeanor warrants. The Sheriff shall possess the sole discretion to deny any person access to the Jail.
- D. The Sheriff shall have control of all perimeter keys, locks, and security. The Vendor shall have keys and access to those areas where food and supplies are stored and processed.
- E. It is the Sheriff's intent for the Vendor to have control of and access to the Kitchen, except for matters related to security, fire protection, and building repair. In these specific instances, the Sheriff shall have absolute control and shall maintain a master set of all keys.
- F. NOTICE WARNING: Any person who takes into or out of, or attempts to take into or out of, a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions thereof. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.
- G. CONTRABAND: Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument; explosive, cell phones or any other article which use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any article includes any substance that could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

A person, not otherwise authorized by law, commits promoting contraband: By knowingly taking contraband into a correctional facility or the grounds of such a facility; or by knowingly conveying contraband to any persons confined in a correctional facility; or by knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Law prohibits the import of contraband such as drugs, liquor, firearms, ammunition and other similar items into any areas of work. Smoking materials (cigarettes, cigars, matches, lighters, ignition sources, etc.) are contraband and are not permitted in the secure perimeter. Cell phones are considered contraband and are not permitted in the facility. County's security personnel may conduct searches of Vendor's personnel, equipment, tools, and supplies at any time. Use of cameras and recording devices by Vendor's personnel is prohibited.

The County reserves the right to prohibit entry, into the secure area, those employees deemed security risks or who have violated any provision of this article.

Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without County's escort. Work within these areas may be restricted to spaces that can be observed by the County's escort.

All tools and equipment to be taken into a secured area shall be listed in a manifest with copies provided to the County's security personnel for prior approval. All tools and equipment shall be accounted for at the change of each shift. All changes to the inventory shall be addressed by changing the manifest. The Vendor is responsible for proper storage of tools and equipment when in a secured area. Broken tools and equipment must be reported to County security personnel immediately.

A designated area outside of the secured area will be arranged for parking of personal vehicles. Delivery trucks will be admitted to receiving areas only at the request of the Vendor, and may be under the supervision of County's security personnel. Vendor shall be responsible for the immediate loading or unloading of trucks and removal from secured areas.

The Vendor's employees shall not talk to, signal, whistle, or in any way attract the attention of any inmate, and shall restrict their movements to the work area. Nothing shall be taken from or given to an inmate. Inmates are not to help workmen in any way. Workers shall promptly notify their supervisor and County's security personnel of all unusual happenings pertaining to the inmates.

Within secured areas, the County will designate washing and toilet facilities for the Vendor's use.

VIII. RETURN OF COUNTY PROPERTY:

The Vendor shall return to the County, at the expiration of this Agreement, the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the Vendor without negligence on the part of the Vendor or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph.

IX. STOCK OF FOOD ON HAND:

The Vendor shall own all food items, beverage items, chemicals and food inventories used for the program. The Vendor may negotiate with the successor any terms and conditions for sale or transfer of ownership of any or all inventories.

The successful Vendor may purchase all useable and wholesome food products and all supply, chemical, and miscellaneous items used by the current contractor in the operation of the Jail, Ulster County, Sheriff's Office and Vendor shall inventory all products 24 to 48 hours prior to beginning service. Said value will be mutually agreed upon between the two parties.

Thirty days prior to the termination of this Agreement, Vendor shall notify County of its intent to sell the remaining inventory, which at County's option, may be purchased at fair market value.

X. ADVERTISING:

The Vendor and its employees shall follow all Sheriff's Office and County rules, regulations, and standards. The Vendor shall obtain prior approval from the Sheriff for the use of any item with any logo, design, lettering, or advertising of any type on items such as paper plates, cups and portion control packets of any kind.

XI. USE OF SIGNS:

No signs, advertisements, notices, pictures, or any other appurtenances of any kind shall be painted, inscribed or affixed to any part of the premises, or any part of the buildings, without prior approval of the Sheriff. The Vendor's vehicles may have the Vendor's name and address painted on the doors.

SCHEDULE B
FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT

1. The Vendor shall invoice the Ulster County Sheriff's Office on a weekly basis for the Services provided during the prior week at the following rates:

MEALS PER DAY

Daily Population	Daily Per Meal Price
210-229	\$2.23
230-249	\$2.06
250-269	\$1.92
270-289	\$1.80
290-309	\$1.71
310-329	\$1.62
330-349	\$1.56
350-369	\$1.50
370-389	\$1.45
390-409	\$1.40
410-429	\$1.36
430-449	\$1.33
450-469	\$1.30

- a. Daily population shall include all inmates and jail corrections staff.
 - b. The per meal price shall be inclusive of inmate meals both regular and special diet, staff meals, and sack meals with the exception of Kosher meals which shall be invoiced at the rate of \$3.96.
2. The Vendor shall submit original invoices to the county for payment.
 3. Vendor's invoices shall identify the number of meals served each day during the billing period. In addition, the invoice shall include an accounting of meals served per day broken down by meal time and type. Type shall include – inmate regular, diet (by type) and staff.
 4. The County will remit payment to the Vendor within forty-five (45) days of approval of the invoice by the Sheriff and the Ulster County Comptroller.
 5. Notwithstanding any other term or provision of this Agreement, including this Schedule B, Vendor's invoices, together with all documentation required, must be promptly and timely submitted. The County reserves the right to reject payment of invoices that are submitted more than one hundred eighty (180) days after the required submission date set forth above, regardless of whether the service, work, or delivery was rendered.
 6. The Vendor agrees to meet any additional reasonable invoicing requirements that the County may from time to time require, with reasonable notice to the Vendor.
 7. The Vendor shall submit a weekly accounting to the County of all commissary, Securepak and Vending transactions conducted during the prior week. The accounting shall breakdown transactions by date and by commissary, Securepak and vending. In addition, the accounting shall breakdown commissioned sales and non-commissioned sales. Non-commissioned sales shall be limited to the following:
 - Postage sales
 - Stamped envelopes
 - On-site sale specials
 - Newspapers
 - Items not sold by the Vendor
 8. The Vendor shall submit payment to the County an amount equal to twenty-six percent of the commissionable sales for

commissary and Securepak and eighteen percent for Inmate Vending from the prior week. Commissionable sales shall be calculated as follows:

Monthly Sales
- Adjustments/Credits
- Postage/Non-Commission Sales
= Adjusted Gross Sales (Commissionable Sales)

Adjusted Gross Sales (Commissionable Sales)
X Percent of Commission
= Proceeds to the County

9. In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the enacting regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect the impact of the increases. If other material conditions change due to causes beyond Vendor's control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Vendor's control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.
10. The parties agree to meet not less often than annually to review the commissary menu and pricing. The parties agree that the pricing for commissary items shall be consistent with pricing in convenience stores in the County and are subject to adjustment due to market factors beyond the control of Vendor including the commission rate required by the County. In the event Vendor believes a change in price is required based upon a change of circumstances, it shall submit to the County a written notice of intent to change the relevant price not less than ten (10) calendar days prior to the date the price change will be implemented. The notice shall include copies of documentation reasonably necessary to document the change in circumstances. Unless the County submits a written objection to the price change during the ten (10) day notice period, the price change will be made. In the event the County submits a written objection, it shall include the basis for the objection and the parties agree to meet promptly and negotiate in good faith regarding the requested price adjustment.

SCHEDULE C
COUNTY OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS

CONDITIONS OF INSURANCE

Unless otherwise authorized by the Ulster County Insurance Officer, strict adherence to this schedule is required. Any deviation without prior authorization from the County's Insurance Department will result in a delay in the finalization of this Agreement.

The Vendor shall submit copies of any or all required insurance policies as and when requested by the County.

CERTIFICATES OF INSURANCE

The Vendor shall file with the County's Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. "Certificate Holder" shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.

If the Vendor's insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.

WORKERS' COMPENSATION AND DISABILITY INSURANCE

The Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County's Insurance Department.

If the Vendor is not required to carry such insurance, the Vendor must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

WORKERS' COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Vendor) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Vendor should contact their insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 – "Certificate of NYS Workers' Compensation Insurance" or
- Form U-26.3 – "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund or
- Form SI-12 – "Affidavit Certifying that Compensation has Been Secured" issued by the Self-Insurance Office of the Workers' Compensation Board if the Vendor is self-insured or
- Form GSI-105.2 – "Certificate of Participation in Workers' Compensation Group Self-Insurance" issued by the Self-Insurance administrator of the group or
- Form GSI-12 – "Certificate of Group Workers' Compensation Group Self-Insurance" issued by the Self-Insurance Office of the Workers' Compensation Board if the Vendor is self-insured.

If the Vendor is not required to carry WC coverage, it must submit Form CE-200, "Certificate of Attestation of Exemption" from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.web.ny.gov>

DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Vendor) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Vendor should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” or
- Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Vendor is self-insured.

If the Vendor is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.web.ny.gov>

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Vendor, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Vendor to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:
 1. Contractual Liability
 2. Independent Contractors
 3. Products and Completed Operations
- c. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE

Umbrella Liability or Excess Liability Insurance in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS**.

AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Vendor, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

- a. All owned vehicles
- b. Hired car and non-ownership liability coverage
- c. Statutory No-Fault coverage

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

If this box is checked, Professional Liability Insurance shall be provided by the Vendor in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

CYBER LIABILITY INSURANCE:

If this box is checked, Cyber Liability Insurance shall be provided by the Vendor in an amount not less than **FIVE MILLION AND 00/100 (\$5,000,000) DOLLARS** for each occurrence and in an amount of not less than **FIVE MILLION AND 00/100 (\$5,000,000) DOLLARS** general aggregate.