

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional Services** is made and entered into by and between the Baldwin County Sheriff's Office (hereinafter called "SHERIFF") and Aramark Correctional Services, LLC (hereinafter referred to as "PROVIDER").

The bid specifications are attached as "Attachment A" and are incorporated by reference as though set forth fully herein.

WITNESSETH:

Whereas, the Sheriff of Baldwin County authorized staff to solicit a Request for Proposals (RFPs) for Provision of Commissary Services; and

Whereas, the PROVIDER responded to the RFP and was chosen by the Baldwin County Sheriff's Office to provide needed services in accordance with the RFP and Response.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and SHERIFF do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

- | | |
|----------------|--|
| A. SHERIFF: | Baldwin County Sheriff's Office 310 Hand Avenue Baldwin County, Alabama |
| B. COMMISSION: | Baldwin County Commission 312 Courthouse Square Bay Minette, AL 36507 |
| C. PROVIDER: | Aramark Correctional Services, LLC 2300 Warrenville Road Downers Grove, IL 60515 |

II. Obligations Generally. The SHERIFF hereby retains, and the PROVIDER agrees to perform for the SHERIFF, those professional services as hereinafter set forth.

This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the SHERIFF that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The SHERIFF neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid are a material inducement to the SHERIFF in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the Sheriff's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the SHERIFF and has no authority, whether express or implied, to contract for or bind the SHERIFF in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the SHERIFF's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or SHERIFF to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of SHERIFF, and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between SHERIFF and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the SHERIFF to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the SHERIFF to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the SHERIFF (not to be unreasonably withheld, conditioned or delay), except that PROVIDER may assign this Agreement, in its sole discretion, to any of its affiliates without any consent or any other person controlling, controlled by or under common control with, PROVIDER.

XIV. Ownership of Documents/Work. The SHERIFF shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the SHERIFF without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the SHERIFF's prior written consent, which may be withheld or granted in the sole discretion of the SHERIFF.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

SHERIFF: Baldwin County Sheriff's Office
Attn: Connie Dudgeon
310 Hand Avenue
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the SHERIFF as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions contained in the "**Request for Proposals**" which is attached as "Attachment A", the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provision and conditions and/or specifications listed/stated in the Request for Proposal Provision of Food Services for Inmate and Juvenile Meals for the Baldwin County Sheriff's Office."

- A. PROVIDER will provide ongoing communications with SHERIFF regarding this service, including updates, emails etc. as requested. Additionally, PROVIDER will meet with SHERIFF as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the SHERIFF, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the SHERIFF.

- A. The SHERIFF shall provide reasonable notice to PROVIDER whenever the SHERIFF actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The SHERIFF shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The SHERIFF or PROVIDER may terminate

this Contract, with or without cause or reason, by giving sixty (60) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the SHERIFF shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by SHERIFF to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by SHERIFF.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid per "**ATTACHMENT B**". Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. PROVIDER shall submit invoices to the SHERIFF for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the SHERIFF within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The SHERIFF agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence September 16, 2019 with an option to issue two (2) additional twelve (12) month contract renewals or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract renewals or extensions will be at a mutually agreed upon price, terms and conditions; provided, however, that in the event no agreement is reached with respect to a price increase, per meal prices shall be increased as further set forth below by the yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor. The period for determining CPI-FAH increases shall be June of the immediately preceding year to June of the then-current year. Any successive contract renewals or extensions must have the written approval of both the SHERIFF and the PROVIDER no later thirty (30) days prior to the expiration of the term. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions of this Contract.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or

effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. To the fullest extent allowed by law, the PROVIDER shall indemnify, defend and hold SHERIFF, Baldwin County, Alabama, and their Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon SHERIFF and/or the COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the SHERIFF with proof of general liability coverage including the SHERIFF and the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with two (2) originals, each of which are equally valid as an original.

XXVI: Governing Law: This Contract in all respects, including, without limitation, its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to SHERIFF, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the SHERIFF and the COUNTY as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to SHERIFF, shall be furnished to SHERIFF, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to SHERIFF in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Sheriff, County and Sheriff and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such

insurance, SHERIFF may, at his option, suspend this Contract until insurance is obtained, or terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

XXVIII: Material Adverse Change: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by SHERIFF in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond PROVIDER's control, including, but not limited to, a change in the scope of PROVIDER's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; or other unforeseen external market conditions outside PROVIDER's control, the PROVIDER shall give SHERIFF written notice of such increase or change, and within sixty (60) calendar days after such notice, PROVIDER and SHERIFF shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to PROVIDER's price per meal, modifications to the menu, or modifications to PROVIDER's scope of services.

(signature and notary page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last day of execution by the SHERIFF as written below.

SHERIFF

Huey Hoss Mack
Sheriff, Baldwin County

/Date

ATTEST:

Anthony E. Lowery
Chief Deputy, Baldwin County

/Date

State of Alabama)

County of Baldwin)

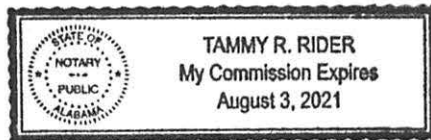
I, Tammy R. Rider, a Notary Public in and for said County, in said State, hereby certify

that, Huey Hoss Mack, whose name as Sheriff of Baldwin County, and Anthony E. Lowery, whose name as Chief Deputy, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Sheriff's Office.

GIVEN under my hand and seal on this the 14 day of August 2019.

Tammy R. Rider
Notary Public

My Commission Expires 8/3/2021



SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

MdR

/ 7-30-19

Title VP Finance, CFO / Date

State of PA)

County of Philadelphia

I, Gayle Hodgins, Notary Public in and for said County and State, hereby certify that
Mark Adams as VP Finance of Armark, whose name is signed to
the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being
informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears
date for and as an act of said _____.

GIVEN under my hand and seal on this the 1 day of August 2019.

Gayle Hodgins
Notary Public, _____

My Commission Expires 1-29-22

Commonwealth of Pennsylvania – Notary Seal
GAYLE HODGINS – Notary Public
Philadelphia County
My Commission Expires Jan 29, 2022
Commission Number 1226939

Baldwin County Sheriff's Office
Request for Proposal (RFP)
Provision of Food Services
For Inmate and Juvenile Meals

INTRODUCTION

Baldwin County Sheriff's Office is requesting proposals for the provision of food services to include inmate and juvenile meals seven days/week and program support services for an approximate population of 585 inmates.

AWARD PERIOD

It is the intent of the Baldwin County Sheriff's Office to award this contract for a term of one (1) year from September 1, 2019, through August 31, 2020. However, the Baldwin County Sheriff's Office may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years, in twelve (12) month increments. The Baldwin County Sheriff's Office will, notify the Vendor prior to the expiration of the 2020 contract with its intent to extend the contract.

The Baldwin County Sheriff's Office presently operates a facility at the following location:

200 Hand Avenue
Bay Minette, Alabama 36507

Contact Person – Connie Dudgeon, Director of Finance
Current Average Population: 585

OBJECTIVES OF RFP

To result in a contract between the successful bidder and Baldwin County Sheriff's Office that will meet the following objectives:

- A. To deliver high quality food service that can be audited against established nutritional and health standards.
- B. To operate the food service program using corrections-experienced and professionally trained personnel.
- C. To operate the foodservice program in a cost-effective manner with full reporting to Baldwin County Sheriff's Office.
- D. To implement a written foodservice plan with clear objectives, policies, procedures and annual evaluation of compliance.
- E. To maintain an open collaborative relationship with the administration and staff of Baldwin County Sheriff's office.
- F. To maintain standards established by Baldwin County Sheriff's Office, as well as State and Federal Correctional Food Service standards.
- G. To offer a comprehensive program for continuing staff and inmate training.
- H. To operate the food service program in a humane manner with respect to the inmates' rights to basic health and nutritional standards.

PROPOSAL PROCESS

The following is a schedule of events concerning the bid process:

Distribution of the RFP – June 3, 2019

Mandatory Pre-bid meeting and site visit – June 7, 2019 1:30 PM (Central Standard Time) at 310 Hand Avenue Bay Minette, AL 36507

RFP Due date/Public Opening: June 19, 2019 at 10:00 AM (Central Standard Time)

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Evaluation by Committee - June 20 to June 26, 2019

Notification of Award: June 28, 2019

Commence Services: September 16, 2019

PROPOSAL SUBMISSION

One (1) complete original and three (3) exact duplicate copies of the proposal must be received by Connie Dudgeon prior to **10:00 A.M. (Central Standard Time) on June 19, 2019.** All copies of the proposals must be under sealed cover and plainly marked. **No emailed proposals will be accepted.** Proposals should be delivered or mailed to:

Connie Dudgeon, Director of Finance
Baldwin County Sheriff's Office
Support Services Building (Finance Office)
111 East 4th Street
Bay Minette, AL 36507
Phone: (251) 580-2508

Proposals received after 10:00 a.m. on June 19, 2019 will not be considered.

Questions regarding RFP specifications must be **emailed** to the following individual only:

Connie Dudgeon – cdudgeon@baldwincountyal.gov

All proposals must be accompanied by a bid guarantee given in the amount of 10% of the proposed contract amount. Such bid guarantee shall be in the form of a bid bond (individual, or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, or Letter of Credit. **No exceptions will be allowed.** In the event that a bidder is unable to, or does not, accept the bid award, the bid guarantee may be forfeited to the County at the County's discretion.

QUALIFICATIONS OF BIDDER

To be considered for award of this contract, the vendor must meet the following minimum qualifications:

- A. The vendor must be organized for the purpose of providing institutional and/or volume food service, and must have five (5) years previous correctional feeding experience with proven effectiveness in administering large scale corrections food service programs, one of which must be in the State of Alabama.
- B. The vendor must have a proven ability for a contract start-up by September 16, 2019.
- C. The vendor must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements. Personnel must include a full-time, corrections-experienced Registered Dietitian available for menu development.
- D. The vendor must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services. In addition, the vendor must have an alternate emergency preparation site in the lower Gulf Coast area.
- E. The vendor must submit a certified copy of a current financial report of the company. If the company is a subsidiary or division of a corporation, the relationship of the vendor must be clearly delineated in the proposal.

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- F. The vendor shall submit a list of five (5) references, including name of institution, address, and contract person and phone number.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov.

All out-of-state bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Sheriff's Office. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

SELECTION CRITERIA – CRITERIA FOR EVALUATION

Mandatory requirements include:

1. Compliance with Bid instructions
2. Compliance with general requirements for all contracts by governing bodies overseeing the facility.

The vendor will be selected based on the bidder's written proposal. The Selection Committee will review all proposals and make their recommendations for selection. The primary criteria used in making a selection will be as follows:

- A. The vendor's demonstration experience and expertise in correctional facilities. Experience shall include current service in correctional facilities of similar size and volume, as well as experience of staff, district manager, dietitian, transition team, and local and regional support network.
- B. Past history and references. Vendors shall include a listing of references with their proposals, indication facility locations, name, and telephone number of facility contact person. This list should contain at least five (5) current references, preferably of a size and service complexity comparable to Baldwin County Sheriff's Office.
- C. The vendor's financial stability and condition.
- D. Vendor's developments of an operating plan for food service that best meets the stated objectives and needs of Baldwin County Sheriff's Office. Includes Quality Assurance plan and proposed staffing and personnel plan.
- E. Services and menu quality offered for price proposed. Includes nutritional quality, menu acceptability and stated menu standards.
- F. The price per meal proposed.

Procedure – Submitted proposals will be reviewed by a Selection Committee. Vendors who are deemed, based on the selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods of operation, and all other relevant factors.

At the conclusion of discussions, if any, the vendors will be ranked based on selection criteria, and final negotiations will be conducted with the vendor ranked first. If a satisfactory agreement can be reached, the contract shall be awarded to the vendor; otherwise, negotiations will be conducted with each subsequent vendor until a satisfactory contract can be established or until the Selection Committee determines that rejection of all proposals is the best interest of Baldwin County Sheriff's Office.

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Baldwin County Sheriff's Office will assemble a committee for the purpose of bid evaluations.

METHOD OF AWARD

The award will be made to the vendor whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal; the price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal, unless the Baldwin County Sheriff's Office requests an additional financial proposal via a best and final offer. This does not imply a best and final offer opportunity will be available to the bidders.

The Baldwin County Sheriff's Office reserves the right to award this contract not necessarily to the vendor with the lowest price, but to the bidder that demonstrates the best ability to fulfill the requirements of the RFP. The successful vendor will be chosen based on the qualifications and selection criteria discussed in this proposal.

The successful vendor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Baldwin County Sheriff's Office. The successful bidder will perform all services indicated in the proposal in compliance with the negotiated contract.

Baldwin County Sheriff's Office reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. Baldwin County Sheriff's Office will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.

Vendors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of proposals and selection of the successful vendor, all vendors will be notified in writing of the selected firm.

PROPOSAL PACKAGE

Vendors must submit a response in the form of a proposal that includes the following sections:

A. Transmittal Letter

1. This letter is to be a brief letter, addressed to Baldwin County Sheriff's Office, which provides the following information:
 - a) Name and address of the vendor
 - b) Name, title and telephone number of the contact person for the vendor;
 - c) A statement that the proposal is in response to this RFP; and
 - d) The signature typed name and title of the individual who is authorized to commit the vendor to the proposal.

B. Technical Proposal. This portion of the proposal must address each item listed below:

1. Introduction
 - a) Company Profile
 - (1) Date organized to provide food service management in institutional and correctional facilities
 - (2) Corporate background and depth of support, including description of parent company, if any
 - (3) Number of employees
 - (4) Number of years doing business
 - b) Describe current contracts or business with other correctional food service facilities
 - (1) Client
 - (2) Date of original contract
 - (3) Type/size
 - c) Company achievements in providing correctional food service management.

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- d) Corporate and regional office organizational structure
- e) References, with addresses and phone contacts
- C. Operational Standards – All proposals must clearly define:
 - 1. Procedures for meal delivery to the inmates
 - 2. Quality and inventory control methods and standards
 - 3. Specific procedures for providing safe, sanitary, and secure food service management, including supervision and control of inmate labor and internal security of products and equipment available to inmates.
 - 4. Procedures for dealing with inmate complaints about food and minimizing the potential for inmate litigation.
 - 5. Any additional equipment necessary for efficient food service operation.
 - 6. Procedures for weekly billing and weekly inventory of food and supplies.
 - 7. Operational procedures for handling food service should on-site kitchen facilities be rendered unusable through fire, etc.
 - 8. Insurance – Vendor shall provide types of insurance and limits and provisions as contained herein:

Automobile – Coverage Features – Baldwin County and Baldwin County Sheriff's Office named as Certificate Holder, to meet state requirements – Limits: \$500,000/\$500,000 CSL

Worker's Compensation – As required by law.

Employer's Liability – Limits: \$100,000

Comprehensive General Liability – including personal injury and administrative type claims as covered in the Provider's policy. Baldwin County and Baldwin County Sheriff's Office named as additional Insured only to the extent of Provider's insurance coverage, neither Provider nor its insurance company shall have any obligation to continue defense of Baldwin County or Baldwin County Sheriff's Office. Limits to be reinstituted annually. Limits: \$1,500,000 for both Comprehensive and General Liability.

- 9. Policies and Procedures – The proposal shall indicate the method the vendor will follow in establishing and revising food service policies and procedures.
- 10. Personnel – The proposal shall provide a list of benefits provided to all employees, including insurance coverage, vacation plan and other related benefits. If no hourly benefits are provided, the vendor must clearly address their plan for employee recruitment and retention, including hourly wage rates.

HOLD HARMLESS PROVISION

The service provider shall at all times indemnify and save harmless Baldwin County and its departments, their County Sheriff, officers and County employees and Sheriff Office employees, against all liability, claim of liability, loss, cost of damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will, at their expense, defend on behalf of the County, Baldwin County Sheriff's Office and its departments, their officers and employees, either or all, any suit brought against them or any of the arising from any such cause.

SCOPE OF WORK

- A. Description of Current Operation

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1. The average daily population has been approximately 550 adult male and female inmates, including an average of 20 sack meals to inmates in court or work crews.
2. This section is not to be construed to mean the vendor shall serve 1650 meals daily. It is only provided as a guideline for possible meals to be served.
3. The price per meal charged shall be determined by taking the actual meals orders or served each day times the contract price for that number of meals. See attached spreadsheet for actual numbers for the past year.
 - a) Food is received, stored prepared and served at our facility located at 200 Hand Avenue in Bay Minette, Alabama.
 - b) Inmate Workers supervised by Correctional Officers deliver meals to each living area. Meals are served on lunchroom style trays.
 - c) Juvenile meals (served in Styrofoam plates) are picked up from facility by Juvenile Detention Officers.
 - d) Vendor employees supervise inmates in the tray make-up.
 - e) Juvenile meals average 75 per day (Breakfast, Lunch, Dinner while out of school). Juvenile meal on the weekend (Breakfast, Lunch and Dinner)
 - f) Same menus are used for Juvenile meals.
 - g) Lockdown areas are served in Styrofoam plates and cups. Lockdown meals average 117 per day
 - h) The current meal service schedule is as follow:

| | |
|-----------|---------------------|
| Breakfast | 04:30 to 05:45 a.m. |
| Lunch | 11:00 to 12:30 p.m. |
| Dinner | 16:00 to 17.30 p.m. |

B. Vendor Service Requirements

Vendors will be expected to provide the following services as part of the food service program:

1. Food and Supplies
 - a) Purchase and safely manage all consumable supplies and food products that are required for food service operation. These supplies and food products shall remain the property of the contractor. These supplies and food products shall remain the property of the contractor. The vendor shall provide kitchen cleaning supplies for the kitchen area that is identified as a disinfectant under EPA standards.
 - b) Be responsible for routine cleaning and housekeeping of food service preparation, service, and storage area and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. The Baldwin County Sheriff's Office will be responsible for removal of trash and garbage.
 - c) Inspections of kitchen facilities by County and State health agencies must achieve satisfactory ratings.
 - d) All food service deliveries made on pallet(s) will be placed on the ground by the vendor's delivery driver so that inmate workers can unload the pallets. No contract OTR drivers will be used for the deliveries.
 - e) Vendor's delivery driver will not be allowed to leave pallets, example if deliver 3 pallets take 3 pallets back
2. Licenses, Fees, Taxes

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- a) Secure and pay all federal, state and local licenses, permits, and fees required for the operation of the food services provide hereunder. During the period of this agreement, if it is deemed by taxing authorities that all, or a portion of the services provided hereunder are to be subject to a sales or similar tax which has not been collected by the vendor, the Baldwin County Sheriff's Office agrees to pay such tax.
- 3. Billing process/Record keeping
 - a) Vendor shall submit to the Baldwin County Sheriff's Office Finance Division on the first day of each week, covering the receding week, an invoice for meals ordered or served whichever is greater. The price per meal charged to the Baldwin County Sheriff's Office shall be described in the proposal and shall be guaranteed for meals for the length of the contract.
 - b) Access and Records – The vendor shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of said record shall be supplied to the Sheriff and Director of Finance on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the Baldwin County Sheriff's Office Finance Director at any time during regular working hours.
- 4. Return facility in good working order
 - a) The Vendor shall return to the Baldwin County Sheriff's Office at the expiration of this contract the food service premises and all equipment furnished by the Baldwin County Sheriff's Office and Baldwin County Commission 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 and providing that all damages and losses are reported to the Baldwin County Sheriff's Office for all items covered by this paragraph. The Baldwin County Sheriff's Office will pay for needed repairs caused by normal wear and tear. The Baldwin County Sheriff's Office will replace equipment, which in the opinion of the Baldwin County Sheriff's Office has exceeded its useful life after consultation with the vendor.
- 5. Additional food service requirements
 - a) The vendor agrees to provide any additional food services as mutually agreed upon at prices mutually agreed to
- 6. Participation in Client-required security training
 - a) All employees will be required to attend 8-24 hours of training by the Baldwin County Sheriff's Office
- 7. Uniforms for Vendor Staff
 - a) Vendor shall provide professional, neat uniforms that distinguish the vendors' paid staff from the inmates and correctional officers.
- 8. Daily Processing of Complaints

Food service complaints from inmates must be processed at least daily as follows:

 - a) Trained food service personnel shall act upon all complaints
 - b) The Food Service Director shall be responsible for resolving inmate request. Baldwin County Sheriff's Office will handle all food service grievances.
- C. Specifications
 - 1. All proposals must clearly define:
 - a) Proposed Menus with calorie level for each Menu
 - b) Item-by-item nutritional analysis (May be appendix or disc copy – MS Word preferred)
 - c) Registered dietitian certification of both the menu and nutritional analysis
 - d) Summary of specifications that will be adhered to for all food products

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- e) All proposals must meet or exceed existing quality of food service being provided in the jail as detailed in Scope of Work

2. Menu Cycle

- a) Each Vendor shall submit a 4 week cycle menu
- b) Each week will include 21 meals
- c) No proposal will be considered that doesn't provide the menu upon which the cost of service is calculated together with the "as served" portion sizes of each menu item. Sample menus that may not be served after the contract is awarded will not be allowed.

D. Menu Description Requirements

- 1. Menus submitted in the proposal must include clearly defined descriptions of food items.
- 2. All menu items must be listed in "as served" portions which clearly indicated weight or volume measurement (e.g. $\frac{1}{4}$ c. $\frac{1}{48}$ cut portion, 3 oz., wt., etc.).
- 3. Entrée items including casseroles must include cooked weight measurements of meat or meat equivalent per portion. Must state if casserole is thinned out with water or other "thinner".
- 4. Appropriate condiments to be served must be included.

E. Balanced Menu Planning Requirements

- 1. The menu shall be planned with products and recipes with proven inmate acceptability. The vendor shall include in the proposal a method to monitor inmate preferences and to make acceptability adjustments. A sample meal quality-assurance assessment form shall be submitted.
- 2. A variety of food flavors, textures, temperatures, and appearances shall be used.
- 3. Fruit and vegetable requirements:
 - a) To assure a minimum level of menu quality, at least five $\frac{1}{2}$ cup fruit and vegetable equivalents are required each day on the menu. USDA School Lunch Buying Guide shall be used to determine qualifying equivalents. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. As specified by the guide, items such as fruit drink, rice and noodles do not qualify.
 - b) Avoid excessive fat calories:
 - a) To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of $\frac{1}{2}$ oz. shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate mustard and catsup condiments, not unnecessary margarine.

F. Nutritional requirements

- 1. Menus will provide an average of 19,600 calories per week in addition to all required nutrients
- 2. Nutritional Analysis- tied to actual recipes and products proposed
 - a) An item-by-item computer nutritional analysis of the menu with a weekly summary indicating the percentage of compliance to the highest RDA values for the population shall be submitted with the proposal.
 - b) Each item on the menu shall have specific nutritional values based on recipes that will be used in the facility. For example, the specific calories, protein, fat, sodium, calcium, iron and vitamins in the recipe that will be used for Beef, Macaroni, and Tomatoes and all other meal items shall be separately identified on the computer analysis.
- 3. Menu and analysis certified by R.D.
 - a) A registered dietitian shall certify the inmate menu in the proposal with a signed nutritional compliance statement for the age and sex of the population. A copy of the dietitian's ADA registration card shall be submitted with the proposal. A registered dietitian will approve all menus prior to service and annually thereafter. All meals served will be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for adult males as established by the National Academy of Sciences.

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- 1) Percent of calories as fat
 - 2) A maximum average of 38% of calories as fat is required, as demonstrated by the nutritional analysis.
4. Meal Pattern Requirements
- a) To assure that meals are appealing, a minimum number of menu components are required for each meal.
 - 1) Casseroles cannot count as two items.
 - 2) Bread, condiments, and beverages do not count as components.
 - 3) No fried meat will be allowed at this facility.
 - 4) Milk will be served two times a week with the exception of juvenile meals.
 - b) Based on the patterns noted below, Breakfast meals are to comply with pattern (A, B, C) and Lunch and Dinner meals are to be based on pattern (D, E, F).

Breakfast Pattern Options

| A | B | C |
|--------------------------------|--------------------------------|------------------------|
| <u>Small (2 Items)</u> | <u>Medium (3 Items)</u> | <u>Large (4 Items)</u> |
| 1. Cereal | 1. Cereal | 1. Fruit or Juice |
| 2. Entrée | 2. Entrée | 2. Cereal |
| 3. Bread (as needed) | 3. Side dish | 3. Entrée |
| 4. Condiments (as appropriate) | 4. Bread (as needed) | 4. Side Dish |
| 5. Milk, Coffee | 5. Condiments (as appropriate) | 5. Bread (as needed) |
| | 6 Milk, Coffee | 6 Condiments |
| | | 7 Milk, Coffee |

Breakfast Entrée items may include eggs, meat, cheese, peanut butter, pancakes, French toast Waffles, etc.

Breakfast Side Dish may include fruit, potatoes, coffeecake, muffins, etc.

Lunch and Dinner Options

| D | E | F |
|--------------------------------|--------------------------------|------------------------|
| <u>Small (3 Items)</u> | <u>Medium (4 Items)</u> | <u>Large (5 Items)</u> |
| 1. Entrée | 1. Entrée | 1. Entrée |
| 2. Side Dish | 2. Side Dish | 2. Side Dish |
| 3. Dessert | 3. Side Dish | 3. Side Dish |
| 4. Bread (as needed) | 4. Dessert | 4. Side Dish |
| 5. Condiments (as appropriate) | 5. Bread (as needed) | 5. Dessert |
| 6. Beverage | 6. Condiments (as appropriate) | 6. Bread (as needed) |
| | 7 Beverage | 7 Condiments |
| | | 8 Beverage |

Lunch and Dinner Side Dish may include a variety of soups, starches, cooked vegetables, Salads and chips.

G. Types of Meat Requirements

1. Pork and pork derived products are not allowed an any menu in this facility

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2. An average of 3 oz. cooked weight meat or meat equivalent. (Cheese, eggs, or peanut butter only) are to be provided daily.
3. Whole muscle meat items (such as chicken quarters) must be served at least two times in the menu cycle.
4. Ground meat items like taco filling, meat sauce for spaghetti, etc. should be made with a mixture of ground beef and turkey.
5. The use of granular soy as a meat replacement or enhancement is not allowed.

H. Sack Meals

1. For approximately 20 inmates seven days per week sack meals for various activities are to be provided. These meals are in place of regular inmate meals.
2. All sack meals are to consist of :
 - a) Two sandwiches made with : 4 slices bread and 3 oz. meat and/or cheese
 - b) 2 packs condiments
 - c) Fresh fruit
 - d) Chips or dessert item
 - e) Bulk beverage
3. Sack meals are to be billed at regular inmate rates

I. Medical and Religious Diets

1. The vendor shall provide, at no additional cost, religious and medical diets conforming to special religious or physician-order specifications.
2. The average daily number of inmates receiving medical or religious diets has been approximately 94 including an average of 12-night snack meals to inmates for medically approved diets.
3. The most common medical and religious diet orders are:
 - a) Diabetic
 - b) Muslim
 - c) 7 Day Adventist
 - d) Jewish
4. Religious Diets: The Provider shall provide meals for inmates in accordance with the Religious Land Use and Institutionalized Persons Act (RLUIPA) and comply with all other federal, state, or local laws and court decisions. Compliance with the RLUIPA shall not result in any additional fees or charges to the Baldwin County Sheriff's Corrections Center. Religious meal orders shall be completed by a registered dietitian and signed by an authorized food service representative.

All requests by inmates for meals that conform to an inmate's religious beliefs shall be made in writing to the Baldwin County Sheriff's Corrections Center's designee. The Baldwin County Sheriff's Corrections Center's designee shall deny or approve. All approved requests shall be forwarded to the Provider for implementation. Religious meals should be simple and conform as closely as possible to the food served to other inmates. Religious meal requests and/or the times they are served may increase for/or during a specific religious holiday period. Religious meals include Muslim, Halal, or other religious affiliations approved by the Baldwin County Sheriff's Corrections Center.

5. Policies and Documentation Requirements

- a) The vendor will submit with their proposal a sample of their corrections diet handbook.

J. Holiday Meals

1. The vendor shall include in the proposal their practice for serving special meals (spirit lifters) on holidays.

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2. Proposed menus and holidays shall be identified. A minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal to be scheduled at the discretion of the Sheriff.
 3. All such meals will be provided at contract rates.
- K. Plan for Product Wholesomeness
1. All meat products will be purchased from suppliers using HACCP (Hazard Analysis Critical Control Point) programs
 2. All food items will be purchased from facilities and manufacturers that meet all applicable federal and state regulations for food safety, use only industry "best practices" to assure wholesomeness and maintain appropriate liability insurance on their products.
 3. Vendor will provide a written procedure for verification of food safety and quality of "spot buys" (these are items purchased at a discount usually from a broker or distributor).
 4. Vendor will include in the proposal its specific plan for maintaining safe and wholesome food in the facilities operated by this jurisdiction.
- L. Documentation of meals served
1. Served Menu records – Substitution policy
 - a) Documentation of all meals served including substitutions shall be maintained. A plan for assuring nutritional compliance with substitutions shall be provided in the proposal. All meal substitutions have to be approved 72 hours in advance.
 - b) The vendor shall outline procedures used to assure all meals will be served at appropriate temperatures and in a manner that makes them palatable, neat, and visibly pleasing.
 2. Standardized recipes
 - a) Standardized recipes with portion yield data for all items shall be available and utilized.
- M. Participation in Federal/State programs
1. Commodities
 - a) Vendor agrees to make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes. The vendor reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. The utilization/control of USDA donated commodities are subject to the following requirements:
 - 1) The vendor will properly handle, store, and prepare all commodities.
 - 2) A weekly inventory shall be taken of all commodities by the vendor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft, or shrinkage, and the balance at the end of the week.
 - 3) Commodities received will be used solely for the benefit of those persons incarcerated in the corrections center.
 - 4) The vendor shall credit to the Baldwin County Sheriff's Office invoice, the fair market value as determined by the USDA published rate, of each commodity item used for the period, deducting there from shipping and handling charges actually incurred.
- N. Emergency Plan
- The vendor shall submit an emergency plan for providing food service including menus in the event of an emergency at the Baldwin County Sheriff's Office Corrections Center or in Baldwin County.

Baldwin County Sheriff's Office will require vendor to keep a minimum of three (3) days' supply of food and disposable service ware in their inventory at the facility at all times so that vendor will be able to immediately respond to any emergency situation.

STAFF REQUIREMENTS

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- A. Staffing plan to provide adequate resources to meet objectives
 - 1. Assign a minimum of two (2) employees per shift to oversee and supervise all aspects of the food service operation.
 - 2. Inmates will be provided, as the vendor requires, subject to the approval of the Sheriff, or his designee.
 - 3. The vendor will provide an organizational chart and job descriptions for all professional and inmate staff with their proposal including number of inmates required per shift. Inmate personnel shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning.
 - 4. The vendor agrees to train and supervise inmate personnel, subject to the overall control of the Baldwin County Sheriff's Office.
 - 5. The vendor is responsible for all wages, salary benefits, and overtime payments to its staff.
- B. Credentials of vendor staff
 - 1. The vendor shall submit the resume of the District Manager as a part of its proposal.
 - 2. The vendor will include a description of the qualifications of the Food Service Director they plan to place in the facility.
- C. Employee related processes
 - 1. Health exams – Vendor will agree that its employees assigned to duty at the corrections center shall submit to periodic health examination at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all health regulations to the County, upon request.
 - 2. Clearance requirements – All employees of the contracting firm who will work in the jail must be cleared by the Baldwin County Sheriff's Office. All employees must comply with the Baldwin County Sheriff's Office written policy and procedures relating to facility security.
- D. Supervision and training of inmates
 - 1. If the proposal is to use inmates, the vendor shall provide training in food service delivery and management. The proposal shall outline what this training will entail as part of the vendor's overall vocational training program.
 - 2. Inmates are not permitted to supervise other inmates.
All proposals must clearly detail the proposed use of inmates as part of the vendor's food service proposal. Included in this section shall be detailed explanation of method of supervision and job descriptions.
- E. Responsibilities of Contractor's staff
This section shall also define the levels of contractor staffing, their responsibilities, job descriptions, Performance reviews, and overall approach to working with Baldwin County Sheriff's Office employees.

CONTRACT REVIEW

Baldwin County Sheriff's Office and the Food Service Provider shall, within 30 days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the Sheriff, or his designee, Assistant Chief Deputy of Corrections, the Director of Finance and the Food Service Provider personnel for evaluation of services being provided.

TERMINATION OF CONTRACT

- A. Termination for Cause: Baldwin County Sheriff's Office may terminate the contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
 - 1. Baldwin County Sheriff's Office shall provide the Contractor with sixty (60) days written notice of conditions endangering performance. If after sixty (60) days written notice the Contractor fails to

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remedy the condition contained in the notice, Baldwin County Sheriff's Office shall issue an order to stop work immediately.

2. Baldwin County Sheriff's Office shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
- B. Unilateral Right to Terminate: Either party upon receipt of not less than ninety (90) days written notice, may terminate the contract on an agreed date prior to the end of the contract period without penalty to either party.
- C. Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the State of Alabama to appropriate funds, discontinuance or material alteration of the program under which funds were provided, Baldwin County Sheriff's Office shall have the right to terminate the contract without penalty by giving not less than ninety (90) days written notice documenting the lack of funding,

RESPONSIBILITY OF BALDWIN COUNTY SHERIFF'S OFFICE / BALDWIN COUNTY

- A. The Baldwin County Sheriff's Office and/or the Baldwin County Commission shall be responsible for and provide:
 1. Accurate and timely orders for the number of meals to be served to inmates within two (2) hours of the time for meals to be served.
 2. Provide adequate ingress and egress to all production areas.
 3. Adequate heat, lights, ventilation, and all other utilities. Baldwin County Sheriff's Office shall provide local intercom and business telephone service to the vendor at no charge. This telephone shall be used only for local service, business-related calls. Should the contractor desire local service for personal use and other non-business related calls or long distance calls, whether business or personal, a separate telephone not connected to the county system shall be installed at the contractor's expense.
 4. Extermination services and removal of trash and garbage from loading dock areas.
 5. General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The Baldwin County Sheriff's Office maintenance does not include day to day cleaning operations in the kitchen area.
 6. Adequate preparation, storage, and holding equipment, including small wares replacements which includes the purchase and replacement of inmate trays, and maintenance for same.
 7. Adequate number of inmates for kitchen duties.
 8. Security, control, and limitation of inmate movement in, to, and from the food service area, including physical security of employees, suppliers, and other authorized visitors.
 9. Maintain kitchen appliances and equipment in proper working order on an on-going basis and is responsible for replacement of equipment.

COST SUMMARY

The cost meal prepared shall be indicated on the bid summary sheet (Attachment A).

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ATTACHMENT A

BALDWIN COUNTY SHERIFF'S OFFICE

INMATE MEALS COST PROPOSAL

INMATE MEALS

COST PER MEAL: _____

SNACKS

COST PER SNACK: _____

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ATTACHMENT B

In further description of this proposal, we desire to submit sheets marked as follows:

Bidding under the name of: _____

Federal Employee Identification Number: _____

() Corporation, incorporated under the laws of the State of:

() Partnership, consisting of (List of Partners)

() Assumed Name (Register No)

() Individual

AUTHORIZED SIGNATURE: _____

Print or type: _____

TITLE: _____

ADDRESS: _____

DATE: _____

TELEPHONE: _____

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

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PRIME

ATTACHMENT B

BALDWIN COUNTY SHERIFF'S OFFICE

INMATE MEALS COST PROPOSAL

INMATE MEALS

COST PER MEAL: \$1.029

SNACKS

COST PER SNACK: No charge for PM snacks up to 100 each. Snacks above 100 will be \$0.50 each.