

050705-17

**FOOD SERVICE CONTRACT BETWEEN**  
**LARAMIE COUNTY AND CBM FOOD SERVICE**

This contract is made and entered into this 1st day of June, 2005, by and between Laramie County Sheriff's Office (hereinafter referred to as "County"), business address 1910 Pioneer Avenue, Cheyenne, Wyoming 82001 and CBM Food Service (hereinafter referred to as "Contractor"), business address 3600 North Cliff Avenue, Sioux Falls, South Dakota 57104.

**WHEREAS**, Laramie County operates and maintains the Laramie County Jail and desires to contract for the feeding services with the Contractor;

**NOW THEREFORE**, Laramie County and CBM Food Service agree to the following:

**1.1 Food and Supplies**

**1.1.1 Procurement of Food**

The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies and shall pay for all food products related to food production, service and management applicable to the contract.

**1.1.2 Compliance with U.S. Grades**

All food and supplies purchased shall be in conformance with the specified minimum U.S. Standards for Grades. In the absence of grade labeling, the Contractor shall provide the County with packers' labeling codes or industry accepted grade equivalent standards to verify the minimum grades specified are being provided. The County shall periodically, or as necessary, inspect the Contractor's inventory of food and supplies to determine that purchase standards are maintained. Grade minimum for food items shall be as follows:

- a. Meat - USDA No. 1 or choice, cut to IMP specifications.
- b. Seafood - U.S. Grade A, certified
- c. Poultry - U.S. Grade A
- d. Eggs - U.S. Grade A medium size
- e. Pure ground beef - USDA utility or better, not to exceed 18% to 22% fat
- f. Fresh fruits, vegetables - USDA Grade A or B
- g. Canned fruits, vegetables, juices - USDA Grade A or B
- h. Frozen fruits, vegetables, juices - USDA Grade A or B
- i. Dairy products, cheese - USDA Grade A or B

**1.1.3 Use of Natural, Low Fat Products**

The Contractor shall use natural, low fat products whenever possible. Natural, low fat processed cheeses may be used for cooking purposes. Tropical oils may not be used by the Contractor for cooking purposes.

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#### **1.1.4 Meat Cuts**

All meat cuts shall be in accordance with USDA IMP specifications. These grades are intended as minimum standards only and the Contractor is encouraged to exceed these minimums whenever possible. All other foodstuffs not included in the above categories shall be of comparable quality.

#### **1.1.5 Meat Content**

Ground beef patties may contain a maximum fat content of the finished raw patty of 18% to 22%.

#### **1.1.6 Commodities**

The Contractor agrees to make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes. The Contractor reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. The utilization/control of USDA donated commodities are subject to the following requirements:

- a. The Contractor will properly handle, store and prepare all commodities.
- b. A weekly inventory of all commodities shall be taken by the Contractor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft or shrinkage, and the balance at the end of the week.
- c. Commodities received will be used solely for the benefit of those persons in County correctional or institutional facilities.
- d. The Contractor shall not enter into subcontracts for further processing of commodities on behalf of the County.

### **1.2 Frequency of Meals**

The Contractor shall provide meals at least three (3) times per day with a minimum of two (2) hot meals per day. Regular meal times will be established with no more than fourteen (14) hours between the evening meal and the following day's breakfast meal. The Contractor shall provide a sack lunch to inmates who miss the service of the regularly scheduled meal. The sack lunch shall meet the nutritional needs of the inmates. The lunch shall consist of 2 sandwiches with a total of 3 ounces of meat, cheese or peanut butter meat equivalent; 1 condiment, 1 fresh fruit, 1 dessert or chip item, and a milk beverage. Snacks and nutritional supplements may be required by certain facilities and will be charged separately.

The Laramie County Sheriff Department shall provide the number of meals to be prepared for each meal/sack lunch/snack which will be called the "Census Count. This count will be given at a mutually agreed upon time and this count will be used to prepare for all three (3) meals.

The daily billing count will be the greater of the “Census Count or the “Actual Count” whichever is greater.

### **1.3 Menu Cycles**

Meals provided by the Contractor shall follow an approved menu cycle, pre-approved by a dietician registered with the State of Wyoming, with a minimum cycle length of three weeks. Cycle menus shall be changed a minimum of two times per year. A nutritional analysis of each menu cycle shall be submitted to the County to verify that nutritional standards are being met.

### **1.4 Menu Planning**

Menus shall be planned by the Contractor in accordance with the National Research Council and the American Corrections Association’s (ACA) recommended Dietary Allowances (RDA) to meet the nutritional needs of the individuals.

The Contractor menus shall provide a variety of foods in adequate amounts to meet the RDAs, and ACA standards. These shall be adjusted for age, gender, therapeutic modifications if needed, and activity level of the inmates. The Contractor shall retain copies of pertinent standards at the individual facilities. The menus at all County facilities shall have an average caloric base of 2500 to 3000 calories per day. A variety of food flavors, textures, temperatures, and appearances shall be used. The Contractor shall provide a method to monitor inmate preferences and to make acceptability adjustments. Therapeutic modifications are prescribed on an individual basis by physician/medical personnel order only and include, but are not limited to low fat/low cholesterol, low sodium, protein controlled, diabetic, and bland. To avoid excessive fat calories which result in more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall not exceed ½ ounce per serving. These high fat items shall not be added to meals or menus when they are not appropriate. For example, margarine shall not be added to meals with entrees such as hot dogs when using a more appropriate condiment such as mustard is warranted.

### **1.5 Menu Review and Approval**

The menus prepared by the Contractor shall be reviewed and approved by a Registered Dietitian who is licensed by the State of Wyoming, in order to ensure compliance with all of the previously mentioned regulations and RDAs for age and gender of all groups.

### **1.6 Recipes and Production Standards**

The Contractor shall maintain standardized recipes and portion control procedures for the County. Standardized recipes must be followed for all food preparation to ensure medical nutrition therapy, nutritional adequacy, and nutrient requirements. All recipes and production directions shall be in writing and followed implicitly to assure consistency of taste and quality in food products served. Production such as grilling, French frying, steam cooking, etc., of items shall be continuous through each meal period with large quantities prepared as close as

possible to the time they will be served, while still maintaining quality and adequate stock to avoid delay in service. The County shall have free access to any and all records of recipes, production sheets, product specifications, and quantities of food issued to each of the facilities served by this contract.

#### **1.7 Menu Modifications and Substitutions**

Contractor shall make modifications in the menu to accommodate medical nutrition therapy as prescribed by the physician/medical team for individuals. Modifications in the menu made to accommodate altered consistency needs for the individuals will be provided as prescribed by the medical team.

Contractor shall maintain documentation of all meals served, including substitutions. A written method for food substitutions shall be maintained and shall be reviewed by a Registered Dietitian who is licensed in Wyoming to assure nutrient content of substituted foods is comparable. Food substitutions must be available to accommodate food avoidances due to religious beliefs/practices/observances and inmate needs in compliance with Medicare/Medicaid standards. No vegetarian food substitutions will be allowed. Food allergies must also be accommodated and a substitution provided.

#### **1.8 Meal Preparation and Service**

The Contractor shall supervise all meal preparation and service to ensure quality, sanitation, texture, consistency, appearance, therapeutic modifications, and temperatures are adequate and maintained throughout preparation, service and delivery of food. The contractor shall refrigerate a sample of each food item served from each meal for a minimum of 48 hours.

#### **1.9 Holiday Meals**

The Contractor shall provide a minimum of three holiday or special meals each year. Additional holiday or special meals may be requested by facilities and shall be determined by mutual agreement of the County and the Contractor.

#### **1.10 Processing of Complaints**

The Contractor shall provide a complaint resolution process for addressing complaints from inmates.

### **2.0 SPECIAL TERMS AND CONDITIONS**

#### **2.1 Contract Cancellation**

The County may cancel the contract should the Contractor breach any terms or provisions of the contract, as determined by the County which shall consider such items as, but not limited to, insufficient insurance coverage, failure to provide required period statements, and/or failure to enforce required standards of sanitation or quality of service including but not limited to failure to maintain adequate personnel (whether arising from labor disputes) or any substantial

change in ownership or proprietorship of the Contractor which in the opinion of the County is not in its best interest or failure to comply with the terms of the contract.

The County shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the County may cancel the contract by giving sixty (60) days notice in writing by registered or certified mail of its intention to cancel the contract.

Should the County breach any terms or provisions of the contract, the Contractor shall serve written notice to the County setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements made for corrections, the Contractor may cancel the contract by giving sixty (60) days notice in writing by registered or certified mailed of its intention to cancel the contract.

The contract may be terminated by either party on the anniversary of the effective date in any subsequent year of the contract, if either party provides the other party with written notice one hundred and twenty (120) days prior to such anniversary date.

The contract may be canceled by the County on the last day of the current fiscal year in the event funds are not appropriated for the subsequent year of the multiple year contract.

## **2.2 Excused Performances**

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, or labor disturbance or strike, business operations at the County are interrupted or stopped, performance of the contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.

## **2.3 Additional Items**

It is specifically understood and agreed that such items relative to food service operations that are not herein covered may be added to this proposal and resulting contract by the County without voiding in any manner the provisions of the existing contract.

## **2.3 Adjustments to the Contract**

After the initial contract year, the parties upon mutual agreement may adjust the specific terms or guarantees of the contract where circumstances beyond the control of either party require adjustments. All adjustments shall be proposed in writing to the County for approval prior to becoming effective. Changes to the contract pricing in future years must be completed prior to June 1<sup>st</sup> of each year in order to accommodate the budget planning process.

## **2.4 Use of Space**

The County permits the Contractor to use the kitchen facilities in the Laramie County Jail and other spaces as necessary to carry out the terms of the contract. Such spaces, as defined by the County, include areas for food service equipment and limited supplies. Subsequent modifications of space needs shall be subject to mutual agreement of the County and Contractor. The County shall provide heat, air conditioning, sewer, electricity, steam, and cold/hot water. The Contractor agrees to exercise care to keep these energy services to a minimum and comply with established energy conservation practices, regulations and policies, and mutually endeavor to conserve the use of energies.

## **2.5 Right of Inspection**

The County shall have the right of inspection of all food service areas, dining facilities, storage and auxiliary service rooms and the operation of the Contractor with respect to the quality and quantity of food service, the method of service, opening and closing hours, and generally with respect to use, safety, sanitation and the maintenance of said premises. All areas shall be maintained at a level satisfactory to the County. The County shall have the right to establish reasonable regulations from time to time with regard to such matters and the Contractor agrees to comply with such regulations. Authorized representatives of the County shall have the full right of access to all areas of said premises at any and all times.

## **2.6 Profit or Loss**

Any profit or loss from the Contractor food service operation resulting from this contract shall remain with the Contractor.

## **2.8 Contract Signatory Authority**

- a. Responsibility  
The individual signing the contract is the person in the Contractor's organization responsible for the decision as to the prices being offered herein.
- b. Agent Authorization  
The individual signing the contract is the person in the Contractor's organization responsible for the decision as to the prices being offered herein, and he/she has been authorized in writing to act as agent for the persons responsible for such decisions.

## **2.9 News Releases**

News releases pertaining to this contract shall not be made without the prior written approval of the County.

## **2.10 Employment**

The Contractor will not engage the services of any persons while such persons are employed by Laramie County or for six (6) months after their termination of their employment with Laramie County. The County will not engage the services of any person while such persons are employed by CBM Food Service or for six (6) months after their termination of their employment with CBM Food Service.

## **2.11 Insurance**

### **2.12.1 Coverages and Minimum Limits**

| <u>Coverage</u>   | <u>Minimum Limits</u>         |
|---|-------------------------------|
| Workers Compensation                                    | Statutory                     |
| Employer's Liability Coverage (B)                       | \$100,000/\$500,000/\$100,000 |
| <u>Commercial General Liability (CGL)</u>               |                               |
| General Aggregate                                       | \$1,000,000                   |
| Each Occurrence   | \$1,000,000                   |
| <u>Automobile Liability (including hired/non-owned)</u> |                               |
| Combined Single Limit                                   | \$500,000                     |

### **2.12.2 Insurance Requirements**

- a. The Contractor is required to maintain the above insurances and keep said insurances in effect during the course of this contract.
- b. Prior to beginning work on June 1, 2005 the Contractor shall provide the County a current certificate of insurance with the required coverage's and limits of insurance issued by an insurance company licensed to do business in the State of Wyoming and signed by an authorized agent.
- c. Commercial General Liability includes but is not limited to consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.
- d. These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to the County before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be extended by the Contractor for each subsequent renewal period of the contract. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from the contract until specified coverage requirements are revised.

- e. In the event of non-renewal, cancellation or expiration of insurance, the Contractor shall provide the County evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the County's receipt of the sixty (60) day notice. In the event the Contractor fails to maintain and keep in force the insurance herein required, the County shall have the right to cancel and terminate the contract without notice.

## **2.12 Indemnification**

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless County, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of Contractor for County except to the extent liability is caused by the sole negligence or willful misconduct of County or its employees.

## **2.13 Regular Meetings on Performance**

Recognizing that the successful performance of the contract is dependent on favorable response from the users, the Contractor shall meet regularly with authorized agents of the County to effect adjustments in operations and shall cooperate at all times to maintain maximum efficiency and good public relations with inmates and staff.

## **2.14 Permits/Licenses/Bonds**

The Contractor shall be financially responsible for obtaining all required permits, licenses and bonds to comply with pertinent municipal, county, state and federal laws and regulations. The Contractor shall assume liability for all applicable taxes including, but not restricted to, sales tax, and excise tax.

## **2.15 Contractor Furnished Items**

The Contractor shall furnish all food products and all management and labor necessary for the efficient, sanitary and economically sound operation of the specified services included in the contract, and any subsequent extensions or amendments.

## **2.16 Facilities and Equipment**

Upon termination or expiration of the contract, the Contractor shall vacate the premises and deliver up the premises in the same condition that the premises were in at the time the Contractor entered the premises with reasonable use and wear expected.

## **2.17 County Supplemental Food Service**

The County may supplement food service in the contract with other means of dispensing food and beverage items by additional manual or vending food services as determined by the County. These additional supplemental food services will be included as part of this contract.



## **2.18 Advertising**

The County shall approve in writing all design, advertising, and/or lettering of textile, polystyrene or paper goods such as paper cups, plates, napkins, prepackaged condiments, matches, menus and similar items, prior to purchase of items by the Contractor. The Contractor shall use recyclable packaging materials, cups, sick tray containers, plates, and similar items when possible.

## **2.19 Personnel**

The Contractor will ensure an adequate staff of employees shall be on duty for the efficient, prompt and sanitary service of food. An adequate staff of employees shall also be in place to guarantee the efficient and accurate handling of financial records.

### **2.19.1 Management Assignment/Requirements**

The Contractor's food service director assigned to each County facility shall be subject to the approval of the County. The food directors assigned to the County shall not be changed without thirty (30) days advanced notice and replacement selection made is acceptable to and mutually agreed by the County, unless they have been terminated from the company. The food service director shall have the full authority to work with authorized representatives of the County. The director shall have a demonstrated proficiency with maintaining a sanitary food service operation, menu development, internal accounting and controls, financial management, and personnel management and supervision.

### **2.19.2 Contractor Contact People**

The Contractor shall identify headquarters management staff by name who shall routinely review and inspect operation, fill staff vacancies, consult with the County on current and future food service programs, and act with full authority on the Contractor's behalf in any and all matters pertaining to the specifications of the contract.

### **2.19.3 Personnel Relations**

Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

#### **2.19.4 Staff Listing**

The Contractor shall supply the County with a complete list of employees, supervisors, and management assigned to work areas at the start of the contract and as frequently thereafter as requested by the County. The list may be reviewed annually or at any time during the year by the County. All employees of the Contractor shall be subject to the approval of the County to include law enforcement background checks. All employees of the Contractor must comply with the Laramie County Sheriff's Office written policy and procedures relating to facility security. The County will provide security training.

#### **2.19.5 Area Security**

The Contractor's staff shall open, close and check County food service facilities as instructed and required by the County. County shall furnish instructions and initially train Contractor's full-time managers in approved procedures.

#### **2.19.6 Available Labor**

Inmate labor is available for cleaning of facilities, preparing and serving of prepared food. The County and Contractor shall mutually determine the amount of inmate labor that will be provided to the Contractor. The Contractor shall ensure that at no time may inmates supervise other inmates. The Contractor shall provide inmate training.

### **2.21 Equipment and Supplies**

#### **2.21.1 County Supplied Equipment**

The County shall provide the Contractor with all cleaning chemicals, supplies, hand utensils, cleaning equipment, trays, pans, pots, dishes, glasses, silverware, supplies, paper goods such as paper cups, plates, napkins, sacks, plastic bags, plastic wrap, aluminum foil and other necessary equipment. The County shall maintain an up-to-date physical inventory record of supplies and capital equipment during the life of the contract. Additional new items or increased inventory level requirements shall be provided by the County to meet obligations of the contract through the appropriate purchasing authority and authorized funding procedures. At the start of the contract, the County and Contractor shall conduct joint physical inventories of all supplies and capital equipment. At that time, the extent of repair and replacement shall also be determined by the County. On completion and acceptance of these inventories by the Contractor, the Contractor shall assume the responsibility for the equipment under the terms of the contract.

#### **2.21.2 County Supplied Office Equipment**

The County shall provide the following existing office furniture and equipment for use by the Contractor in the performance of the contract at no charge under the same terms applicable to capital equipment contained in the contract: desks, chairs, filing cabinets, computers, printers and other equipment as negotiated.

#### **2.21.3 Other Equipment**

Other equipment not provided by the County that the Contractor deems necessary may be provided by the Contractor at its own expense. Said equipment and installation shall require prior approval of the County. With respect to equipment provided by the County, the County makes no implied or express warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, the Contractor shall have the benefit of any warranty or guarantee given the County by the manufacturer or the seller of the equipment.

#### **2.21.4 Ownership and Removal of Supplies and Equipment**

Ownership of all non-expendable supplies and capital equipment shall remain with the County and shall not be loaned or removed from the facilities without prior written approval. The Contractor shall take such measures as may be reasonably required by the County for the protection against loss by pilferage or destruction.

#### **2.21.5 Leased Equipment**

The Contractor shall make contracts for and payments on all leased rental food services related equipment purchased by Contractor.

#### **2.21.6 Purveyor Owned Equipment**

Purchase of products (food or supplies) which require equipment for their dispensing and have the equipment and service costs prorated in the cost of their product may be purchased for use at the County facilities without prior approval of the County.

#### **2.21.7 Repair and Replacement**

The County shall be responsible for repairs that arise due to normal wear and tear of equipment. The Contractor shall be responsible for the cost of repair of County food service equipment where it has been determined by the County that damages were due to the Contractor's negligence.

#### **2.21.8 Sale of Food and Supply Inventory**

On expiration or termination of the contract, the inventories of food and supplies of the Contractor shall be purchased by the new Contractor at invoice cost to insure adequate inventory for operational continuity. Arrangements for assumption of these inventories shall be completed by the start of the new contract.

#### **2.21.9 Vehicle**

The Contractor shall supply vehicle(s) to transport food service items in facilities. The Contractor shall provide qualified staff to operate the vehicle(s). The Contractor shall be liable for damages or injuries caused by the negligent operation of said motor vehicle(s) by the employees or agents of the Contractor. Each supply vehicle will be allowed a parking space in the utility vehicle area.

#### **2.21.10 Surplus**

The Contractor has the responsibility to consult with the County on the disposition or use of excess capital, expendable or nonexpendable food service supplies and equipment. The disposition or declaration as surplus shall be the responsibility of the County and in accordance with County inventory control procedures.

### **2.22 Space Use**

#### **2.22.1 Food Service Areas**

The Contractor may utilize all space assigned by the County for food service operations.

#### **2.22.2 Use of Non-Food Service Areas by Contractor**

When the Contractor uses areas that are not primarily intended for food service (e.g., meeting rooms and lounges) for such purposes as may be required, appropriate setup and tear down shall be undertaken by the Contractor. The Contractor shall be responsible for cleanup which shall involve maintenance and sanitation of the areas, furniture rearrangement and equipment and trash removal. If the Contractor caters beverages and snacks in a meeting room, the Contractor is responsible for prompt removal of food equipment and food residue from the area following completion of the meeting. When the Contractor uses regular food service dining areas and arrangements for setup are required, appropriate setup and breakdown shall be undertaken by the Contractor. The Contractor shall be responsible for cleanup.

### **2.22.3 Use of Dining and Service Areas by County**

The County may, without interfering with normal food service, use the dining and service areas from time to time for other purposes. Appropriate setup and cleanup shall be undertaken by County personnel at no cost to the Contractor. Facilities shall be restored to conditions mutually satisfactory to the Contractor and the County before the next regularly scheduled meal service. Restoration shall involve maintenance and sanitation to the areas, dining and service equipment, and trash removal.

### **2.22.4 Facility Security**

The Contractor is responsible for control of keys obtained from the County and the security of those areas that are used by its representatives. Designated employees of the Contractor shall be responsible for ensuring that all equipment has been turned off, windows closed, lights and fans turned off, and doors locked. The Contractor shall be responsible for immediately reporting all the facts relating to losses incurred as a result of break-ins to areas to the County. The County shall designate the authority who shall receive these reports and be responsible for key control. The County and Contractor shall mutually determine the additional security measures required to control unauthorized access to all food service areas included in the contract.

### **2.22.5 Lock/Cylinder/Key Installation and Replacement**

The Contractor shall be responsible for the cost for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of its negligence and/or loss of keys. The County is responsible for the purchase of padlocks and other security devices within the food service areas.

### **2.22.6 County Security**

The County shall provide the Contractor with safety and security services currently available to food service, such as night patrol, door checks, security consulting, call response, etc. This service shall not include armored car service. If the Contractor requires additional security, it shall be provided by, or coordinated through, the County for which the Contractor agrees to pay prevailing charges. In addition to Security staff, the Contractor may supplement with additional supervisory staff. The Contractor shall follow the County's policies in dealing with improper conduct and shall report all incidences to the County. Emergency calls shall be reported to the County as promptly as possible.

## **2.23 Utilities/Telephone**

### **2.23.1 Utilities**

The County will provide all utilities necessary for normal food service operations.

### **2.23.2 Telephone**

The County shall provide the Contractor with telephone equipment, installation and service. The County shall determine the style, number and location of equipment to be provided. The Contractor, at its option, may install additional equipment at its expense. The Contractor shall have access to local and long distance service using equipment provided by the County and shall reimburse the County on a monthly basis for long distance service. The County shall pay for equipment repair and replacement and line maintenance.

### **2.23.3 Uninterrupted Service**

The County will not guarantee an uninterrupted supply of water, steam, electricity, gas, telephone, heat, or high/low temperature refrigeration. However, the County shall use its best efforts to restore services following an interruption or failure of any such utility services or equipment. Scheduled outages by the County will be coordinated through the County Facilities Manager.

## **2.24 Equipment and Facility Maintenance, Replacement and Sanitation**

### **2.24.1 Cleanliness and Sanitation**

The Contractor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions of matters related to the execution of the terms of the contract including food handlers' appearance and performance in the preparation, service, transport, and storage of food and related items. The contractor shall comply with the Wyoming Department of Health, Food Service Health and Sanitation guidelines and regulations. The State Health Department shall inspect the food service area at a minimum of once per year. All reported violations will be immediately corrected and written documentation of the corrections along with the inspection report will be provided to the facility director and the County.

### **2.24.2 Safety Requirements**

All materials, equipment and supplies provided by the County and Contractor must comply fully with all safety requirements as set forth by the Wyoming Administrative Code, rules of the Industrial Commission of Safety, and all applicable OSHA Standards. During the course of the contract, the Contractor is fully liable for public and private protection while work is in process at any site identified as a potential hazard. The Contractor must provide prominently displayed warning devices and/or signs that are in compliance with the safety regulations. All hazardous conditions, physical surroundings, or fire shall be reported immediately to the County. Verbal reports will be followed with written reports by the Contractor within twenty-four (24) hours listing details of the posted hazard.

### **2.24.3 Facility Inspections**

Authorized agents of Laramie County shall have complete cooperation and access to all food service, production and storage areas and records on inspections that they may conduct. These inspections may be at the County's discretion. A management representative of the Contractor shall conduct equipment and facilities' maintenance and sanitation inspections periodically. Supplier representatives who normally provide equipment and product inspections shall furnish a copy of each report to the County and Contractor. The Contractor is responsible to implement corrective operating measures required as a result of these inspections and reports within ten days of notification and by mutual agreement of the County. Should the Contractor fail to meet the sanitation standards required by the contract or by any agency having jurisdiction, the County reserves the right to hire outside Contractors to perform the necessary work or have the work done by County personnel, and, in either case, charge back to the Contractor actual labor and materials costs plus twenty-five (25) percent of the labor and materials total cost. The County reserves the right to withhold payment for services not rendered by the Contractor as set forth in the contract. The Contractor shall comply with all applicable accreditation standards. The Contractor shall provide documentation of compliance with the applicable standards as specified by the appropriate facility Director or the County. The County shall provide the Contractor with copies of all applicable accreditation standards.

### **2.24.4 Contractor Responsibilities**

The Contractor shall provide daily housekeeping, maintenance, and sanitation services. The County will provide adequate cleaning, maintenance, sanitation and ware washing chemicals and equipment to be used by the contractor. All Material Safety Data Sheets must be posted for these chemicals.

### **2.24.5 Stripping and Sealing of Floors**

The County shall be responsible for the periodic stripping, sealing and waxing of floors in the food service areas as determined by mutual agreement.

### **2.24.6 Pest Control**

The County shall be responsible for the costs and maintenance of insect and pest control in all food service, production and storage areas.

### **2.24.7 Food Service Linens and Uniforms**

The Contractor shall provide adequate inventory of employee uniforms. All aprons, jackets, towels, bar swipes, potholders, and such other related food service linens shall be paid by the County. The County shall provide laundry service of these items if such facilities are available. The County and the Contractor shall mutually agree upon selection of employee uniforms.

#### **2.24.8 Trash Removal**

The Contractor shall adhere to applicable state, county and municipal recycling and waste disposal requirements. The County shall be financially responsible for costs of removal of trash and garbage from food service and production operations to the County's remote dumpsters.

#### **2.24.9 Waste Containers**

The County shall provide waste containers in sufficient quantity to maintain sanitary standards for trash disposal. The County shall provide trash bag liners as needed. Waste containers shall be kept in a clean and satisfactory condition at all times and emptied by the Contractor.

#### **2.24.10 First Aid Equipment**

The County shall be responsible for the costs of first aid equipment and supplies in all production and service areas.

#### **2.24.11 Fire Extinguisher System**

The County shall furnish and maintain fire extinguisher equipment and supplies, including automatic hood extinguisher systems.

#### **2.24.12 Hood Ducts and Vent Cleaning**

The County is responsible for the periodic cleaning of hood ducts, plenums and related vents and fans. The Contractor shall be responsible for routine day to day cleaning and of hood and filters.

### **2.25 Statements, Audits, Payments, and Billings.**

#### **2.25.1 Weekly Billings**

The Contractor shall submit to the County, on a weekly basis, an invoice for meals served at each facility. A breakdown of types of meals served and the census count for each day must be included.

#### **2.25.2 Reporting Period**

The Contractor's year-to-date reports shall correspond with the County's fiscal reporting period of June 30 through July 1. A month shall be a calendar month. A week shall run from Saturday through Friday.

#### **2.25.3 Business Reviews**



Upon request of the County, the Contractor shall meet with the County and review the food service operation to discuss problems, and mutually agree on courses of action to improve the results of the required services included in the contract.

#### **2.25.4 Record Retention/Audits**

The Contractor shall retain all financial records and statements pertaining to the contract for a period of three years from the close of each year's operation.

#### **2.25.5 Purchases and Expenses**

The taxes or costs described below which are applicable are components of the financial consideration of the contract.

- a. Payroll taxes for the Contractor's employees shall be paid by the Contractor to the appropriate Federal, State and local authorities.
- b. Licenses and permits, such as health and food service permits, shall be paid by the Contractor to the appropriate County and local authorities.
- c. All purchases of non-food supplies for use in the performance of the contract are subject to the State sales and use tax and Contractor shall pay the tax to the supplier or to the proper government agency.

#### **2.25.6 Other Services and/or Sales**

Sales tax applies to all direct sales of meals to employees and visitors.

### **3.0 STANDARD TERMS AND CONDITIONS**

#### **3.1 Deviations and Exceptions**

Deviations and exceptions from terms, conditions, or specifications shall be described fully on the Contractor's letterhead, signed and attached to the request. In the absence of such statement, the contract shall be accepted as in strict compliance with all terms, conditions and specifications and the Contractor shall be held liable.

#### **3.2 Applicable Law**

The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Contractor and to County in executing

this Agreement. This provision is not intended nor shall it be construed to waive County's governmental immunity as provided in this Agreement.

### **3.3 Contract Assignment**

No right or duty in whole or in part of the Contractor under the contract may be assigned or delegated without the prior written consent of the County.

### **3.4 Recycled Materials**

Laramie County wishes to encourage the purchase of recycled materials whenever technically or economically feasible or required by law. Contractor is encouraged to use recycled materials.

### **3.5 Material Safety Data Sheet**

If any item(s) used by the Contractor is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor must provide one (1) copy of a Material Safety Data Sheet for each item to the County for approval prior to use, including reformulated chemicals.

### **3.6 Commissary**

Commissary operations are to be contracted separate from this contract.

### **3.7 Contract Term**

The effective date of this contract is July 1, 2005. The contract is for one year beginning on July 1, 2005 through June 30, 2006. However, the contract shall be subject to review and may be renewed in one (1) year increments on the anniversary date of the contract by written addendum mutually agreed to by the parties subject to the necessary appropriation of funds and agreeable renewable terms by the parties.

### **3.8 Contract Payment**

In consideration of all conditions enumerated in this contract, the Contractor agrees to accept and the County agrees to pay \$1.44 per standard meal. CBM will also provide snack items to all facilities at the invoiced cost plus 20% markup. These contracted prices will remain in effect throughout the first year of this contract (July 1, 2005 through June 30, 2006).

The Contractor and the County agree to negotiate the price per meal prior to the annual anniversary date of the contract for each remaining year of the agreement. The Contractor and the County agree that the Consumer Price Index will be the primary, but not the only, basis for price per meal negotiations. Changes to the contract pricing in future years must be completed prior to June 1<sup>st</sup> of the year preceding the change in order to accommodate the budget planning process.

## Entire Agreement

This written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms or conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority. Any future amendments to the contract shall be in writing and attached to the original contract as an addendum. Any dispute arising from the terms and conditions of the contract that cannot be resolved by mutual agreement will be tried in Laramie County, Wyoming.

## 2.8 Additional Terms

Sovereign Immunity: County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

Third Party Beneficiary: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

Conflict of Interest: County and Contractor affirm, to their knowledge, no Contractor employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of Contractor, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement

ADA: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

Limitation of Payment: County's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Contractor the Agreement may be terminated by County at the end of the period for which funds are available. County shall notify Contractor at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if County knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to County in the event this provision is exercised, and County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit County to terminate this Agreement in order to acquire similar services from another party.

Severability : If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable

Acceptance not Waiver: County approval of the reports, and work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for the technical accuracy of the work. County approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

Independent Contractor: The services to be performed by Contractor are those of an independent contractor and not as an employee of County. Contractor is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. Contractor assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. Contractor is free to perform the same or similar services for others.

Contingencies: Contractor certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

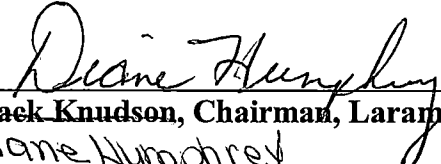
Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

**(remainder of this page intentionally left blank)**

**FOOD SERVICE CONTRACT BETWEEN  
LARAMIE COUNTY AND CBM FOOD SERVICE**

**Signature page**

**LARAMIE COUNTY, WYOMING**

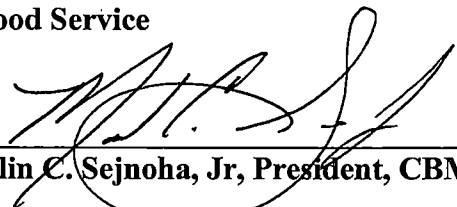
By:   
Jack Knudson, Chairman, Laramie County Commissioners  
Diane Humphrey  
ATTEST:

Date 7-6-05

By:   
Debbie Lathrop, Laramie County Clerk

Date 7/7/05

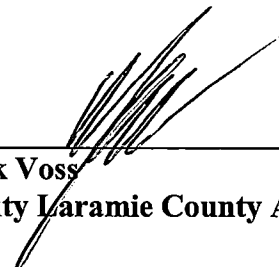
**CBM Food Service**

By:   
Marlin C. Sejnoha, Jr, President, CBM Food Service

Date 6/3/05

This Agreement is effective the date of the last signature affixed to this page.

**REVIEWED AND APPROVED AS TO FORM ONLY:**

By:   
Mark Voss  
Deputy Laramie County Attorney

Date 6/6/05

# LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: July 1, 2005

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchase ☐ Claims  
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats  
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions  
☐ Resolutions ☐ Other \_\_\_\_\_

3. DEPARTMENT: Sheriff's

APPLICANT: IBM Foodservice AGENT: Capt. Williamsong, Jr

4. DESCRIPTION:

Addendum to contract for renewal of inmate food services.

Amount \$ 1.44 per meal From July 1, 2005 to June 30, 2006

5. DOCUMENTATION: 3 Originals (4) four Copies

| <u>Clerks Use Only:</u> |                       |
|-------------------------|-----------------------|
| <u>Commissioner</u>     | <u>Signatures</u>     |
| Knudson _____           | Co Attny _____        |
| Ketcham _____           | Assist Co Attny _____ |
| Humphrey _____          | Grants Manager _____  |
| Action _____            | Outside Agency _____  |
| Postponed/Tabled _____  |                       |

2 originals to Capt Long