

**MODIFICATION #6; Extension #1 – May 29, 2020**

City of St. Louis  
Food Service Program – Corrections  
Duration: July 1, 2020 – June 30, 2022

Summit Food Service, LLC  
500 East 52<sup>nd</sup> Street North  
Sioux Falls, SD 57104

Buyer: Dotlyn Bedessie  
(T): 314-622-4369  
(F): 314-622-4141  
(E): [bedessied@stlouis-mo.gov](mailto:bedessied@stlouis-mo.gov)

Document #: 68546; Bond: 1,000,000  
Contact: Marlin C. Sejnoha, Jr.  
Contact: Michael Flesch  
(T): 605-335-0825  
(F): 605-977-1836  
(E): [marlin.sejnoha@summitfoodservice.com](mailto:marlin.sejnoha@summitfoodservice.com)  
(E): [michael.flesch@summitfoodservice.com](mailto:michael.flesch@summitfoodservice.com)

Cooperative Procurement: Yes  
Payment Terms: Net 30  
SAM Check: 5/12/2020  
Tax Check: 5/19/2020  
DUNS #: 14-219-8493

Contact: Naomi McLaughlin  
(C): 605-359-1969  
(E): [naomi.mclaughlin@summitfoodservice.com](mailto:naomi.mclaughlin@summitfoodservice.com)

**Price per meal**

**Price Increase Effective: 2/24/2020**

\$1.43	This price is for the alternate menu which includes additional \$.15 for equipment replacement and maintenance plan.
--------	--

**Pricing Scale**

**\*PPM (Price Per Meal)**

Scale	PPM	PPM with Repair & Maintenance	Repair Maintenance
900 – 999	\$1.470	\$1.620	\$0.150
1000 – 1099	\$1.397	\$1.547	\$0.150
1100 – 1199	\$1.344	\$1.494	\$0.150
1200 – 1299	\$1.281	\$1.431	\$0.150
1300 – 1399	\$1.255	\$1.405	\$0.150
1400 – 1499	\$1.223	\$1.373	\$0.150
1500 – 1599	\$1.192	\$1.342	\$0.150
1600 – 1699	\$1.166	\$1.316	\$0.150
1700 – 1799	\$1.145	\$1.295	\$0.150
1800 – 1899	\$1.124	\$1.274	\$0.150

## **SCOPE OF WORK**

Vendor to provide three nutritionally adequate, appealingly presented meals each day to approximately **650** individuals incarcerated in the Medium Security Institution, 7600 Hall Street, St. Louis, MO 63147 (MSI) and approximately **550** individuals incarcerated in the St. Louis Justice Center, 200 South Tucker Blvd., St. Louis, MO 63103 (CJC). Vendor to also provide sack lunches at the Medium Security Institution lunches and the City Justice Center each day. The highest count of inmates for both facilities was 2,135 and the lowest was 1,079.

## **TERMS AND CONDITIONS**

### **A. DURATION**

The Food Service Contract executed as a result of this bid will be for a term of five years with up to five (5) one year extensions.

### **B. MENU**

1. All meals and sack lunches served will follow the attached recommended menu cycle and meet at minimum, a 2,800 calorie diet, or the contractor may propose during the bid process, substitutions of higher quality and nutritional value. This minimum **excludes** calories from condiments, butter/margarine.
2. CBM will use the alternative menu submitted with bid.
3. Contractor will be required to provide special diet, religious and holiday meals as approved by the Commissioner or his/her designee.
4. The food must be prepared in accordance with tested recipes and preparation procedures.
5. The hot and cold food must be held and transported under optimum temperature conditions. Temp will be checked randomly at delivery destination.
6. All portions, at a minimum, must be consistent and in accordance with the menu specifications.
7. All meals will achieve the highest possible quality relative to flavor, texture, temperature, appearance and palatability.
  - a) **Contingency Meals** – The contractor will be required to provide food service at no additional cost to the Division in the event of lockdowns, riots, fire, power- failure, severe weather conditions or other events that would hinder the normal operation of a detention facility. At a minimum, the contractor must maintain an on-premise inventory sufficient to prepare and serve seven (7) days of scheduled meals. The contractor will be required to submit an approved contingency plan to the Commissioner, which will address the manner in which a nutritionally equivalent menu can be provided, so as to meet this requirement, within thirty (30) days of assuming the contract.
  - b) **Menu/Substitutions/Changes** – A log detailing all full or partial menu substitutions must be maintained for the food service program. The reasons for temporary changes or last minute substitutions must be submitted no less than monthly (or per accounting period) to the Food Service Administrator, Detention Center Superintendent.
  - c) A registered dietitian must certify the menu submitted associated with this bid and any substitutions and/or permanent changes as being nutritionally comparable.
  - d) Documentation of menus as they are actually served must be maintained as verification of providing a nutritionally adequate diet. The contractor must submit such documentation weekly to the Commissioner.
  - e) **Menu Posting** – menu cycles shall be posted in each Housing Unit (Dormitory) Offices of each Chief of Security, Food Service Administrator, Detention Center

Superintendent and each kitchen one (1) week in advance of its use. All menu changes will be posted prior to the meal being served or as soon as possible but no later than that same day.

- f) **Therapeutic diets** – Therapeutic or restricted diets must be available upon medical authorization. Specific diets must be prepared and served to inmates according to the orders of the attending physician or dentist, or as directed by the responsible health authority official. Medical diets, verified by a registered dietitian, must be specific and complete and will be furnished in writing to the contractor. Restricted diets must conform as closely as possible to the food served other inmates. The source book to be used is the Simplified Diet Manual with Meal Patterns, Fifth Edition, published by the Iowa Dietetic Association in 1984 or comparable updated source, which will be subject to the approval of the Commissioner. Medically prescribed nourishments (such as Sustacal or Boost) and snacks must be served upon request.
- g) **Religious Diets** - Religious diets must be approved by the Chaplain and will be submitted in writing to the contractor. Religious diets should be simple and conform as closely as possible to the food served other inmates. However, religious diet requests and/or times they are served may increase for or during specific religious holiday periods.
- h) **Vegetarian Diets** – Vegetarian diets must be provided to all inmates who request and have them approved by the Commissioner or designee.
- i) **Community Service Work Crews** – Contractor will provide sack lunch consisting of sandwich, dessert and beverage portions. The number required each meal shall be reported.
- j) **Detainee Intake Hot Meals** – Hot meals will be served three times each day at the CJC. CJC staff will provide the contractor with meal count as far in advance as possible. Meals must be provided that will conform to the diet types listed in Sections f, g and h above.
- k) **Menu Certification**- Menus must be reviewed and certified by the Contractor's Registered Dietitian as adjusted for age, sex and activity according to the Recommended Dietary Allowances (RDA) stated by the National Academy of Sciences. In addition, the menus must conform as closely as possible to the United States Department of Agriculture (USDA) guidelines for food composition, especially those relative to the amount of fat, cholesterol, sodium and dietary fiber. Toward that end, the menus proposed must contain no more than 5,000 mg. Sodium and 30 percent fat. The contractor must provide the Commissioner written certification of this review for each cycle menu prior to implementation.
- l) **Sack Meals** – Special Sack meals must contain approximately one-third of the minimum daily nutrition requirement.
- m) **Daily Calorie Requirement** – The minimum daily average calorie requirements per week for all (not including therapeutic/medical diets, condiments, butter/margarine) Division of Corrections inmates shall be 2,800 per inmate.
- n) With respect to the menus, all food portion sizes shall be the cooked weight or shall be specifically identified as raw weight. Meat portions in casserole or combination dishes must be listed. All portions must be listed on the menus which are submitted in the proposal response. They must include the number and portion size of condiment package/serving that will accompany each meal. Portioning will be

actively supervised by the contractor to ensure that each inmate receives no less or more than the portions specified.

- o) All chilled food must be served at no more than 40 degrees F and hot food at no less than 140 degrees F and no higher than 180 degrees F.
  - p) Nutritious food service shall be provided on a daily basis, three times per day in accordance with all applicable American Correctional Association, National Academy of Science, Federal, State and local guidelines, laws and regulations.
8. Menus (including special diet menus) will be prepared and distributed at least one week in advance of service; substitution will be noted on an as-served menu and will be of equal nutritional value. All substitutions from the attached menu cycle must be approved by the Commissioner or his/her designee.

The contractor shall provide individually packaged condiments of the following items: Mustard, ketchup, salt, pepper, hot sauce, butter, sugar or sugar substitute, and non-dairy creamer.

**C. FOOD SERVICE SUPPLIES**

The contractor shall be responsible for the maintenance/replacement of any and all supplies necessary to maintain a food service operation, including the purchase of a new tray delivery service.

The contractor shall provide at its cost all disposable paper, plastic or other serving plates, cups, napkins, spoons and other eating utensils, etc.

The contractor shall provide serving dishes and/or trays that are appropriately sized for the meal being served.

The contractor is to supply hand soap, paper towels and toilet tissue for all staff and inmate restrooms and hand washing sinks in the kitchen.

These trays will be used to serve inmates at both MSI and CJC. The contractor must provide:

**1,500 insulated food trays**  
**10 food tray delivery carts**

**Food tray drying racks – sufficient to accommodate 1,500 food trays. These will replace all existing trays.**

**Specification:** Cortech/X-Tray Insulated/Tray  
Brand/Model

Cortech/Chuckwagon/Cart  
Brand/Model

**D. USE/MAINTENANCE/REPLACEMENT OF CITY OWNED EQUIPMENT**

- 1. The City, prior to purchase or installation of food service equipment, shall approve any equipment additions to the kitchen or replacements of equipment during the term of this contract. The contractor shall warrant that it will take all reasonable and prudent measures necessary to assure the Division that City owned equipment is being properly used and maintained.
- 2. The contractor shall replace all equipment more than two (2) years old. The contractor shall be responsible for the maintenance/replacement of any and all equipment necessary

to maintain a food service operation, including purchase and replacement of all food service carts.

3. The contractor shall provide preventative maintenance and repair contracts on all food service equipment (to include meal transport carts). The contractor is to keep a separate record of maintenance and repairs for each piece of equipment and to provide a written report and relevant documentation at least quarterly as to what preventative maintenance/repair have been performed on each piece of equipment.
4. The contractor and the Division's representative shall jointly inventory, at least semi-annually, all equipment under the contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The contractor will be liable for the replacement cost for all unaccounted items.
5. The City shall provide and service all utility systems running to and from the kitchen area.
6. The contractor will be responsible for all maintenance and repair to any and all items placed in, attached to or made a part of the kitchen facility.
7. If kitchen repairs are needed as a direct result of problems with utilities, the contractor will provide written notice to the Corrections Commissioner or designee; for example, should a plumbing problem because the absence of steam to the kitchen, the City shall repair the plumbing problem. No fixed equipment expenses will be incurred without written approval by the Corrections Commissioner or designee.
8. The contractor will assume responsibility for the preventive maintenance and internal/external steam cleaning of the kitchen hood ventilation and stack system four times annually at its expense. Grease traps will be serviced four (4) times annually as a minimum, more often if required. All work must be performed in accordance with manufacturer's standards.

#### **E. CONTRACTOR EMPLOYEE SELECTION AND IDENTIFICATION**

1. The contractor shall employ a full time Chief Cook who is ServSafe Certified with training and four (4) years experience in managing and supervising food service operations and an adequate support staff to ensure meal preparation and services as described in this document of which no less than 50% are ServSafe Certified.
2. A certified health report, criminal record check and prior work history for each prospective employee shall be reviewed by the Commissioner or his/her designee prior to placement at the facilities. Costs associated with the reports are the sole responsibility of the food service provider. Those employees found to have felony convictions or outstanding felony/misdemeanor warrants will be denied access to the facilities.
3. The contractor shall provide laminated picture I.D. cards for all employees who report to work at the division's facilities as their duty station. The I.D is to be worn at all times while on the facility premises.
4. The Corrections Commissioner or designee will be involved in the final selection process of non-supervisory applicants.
5. All employees of the contractor will be required to submit to a drug screen by a health care provider at the contractor's expense prior to assignment to the facility. The results of drug screen shall be provided to the Corrections Commissioner or designee prior to the assignment of said employee.

6. All employees of the contractor assigned to a division facility will be required to submit to a drug and/or alcohol screening by the Corrections Commissioner or designee if there is a reasonable suspicion to require an employee to submit to a screening at any point during the length of the contract. Refusal of the employee to submit to a screening shall result in the removal of the employee from the facility on a permanent basis.
7. All employees of the contractor assigned to any of the facilities shall provide a certificate of good health annually.
8. At a minimum, a qualified health care provider shall examine contractor employees to ensure all employees working in the food service area are free from transmittal disease in accordance with the City Health Department requirements regulating restaurant and food service employees. The examination is to ensure freedom from diarrhea, skin infections, and other contagious or food-transmittal illness. Vaccination for Hepatitis A is required with documentation on file.
9. Food handlers are to be monitored daily by staff and are required to comply with standard personal hygiene requirements including freedom from open or infected wounds, maintaining clean hands and fingernails by washing hands after using toilet facilities; and using clean clothing, hair nets and caps at all times.
10. The contractor must staff its operation with the optimum number of employees at all times for the proper supervision of inmate workers and efficient operations of the facility. (Detailed staffing charts showing scheduled hours for each person by position must be submitted). The Corrections Commissioner must approve any subsequent reduction in the total number of hours.

**F. PURCHASING**

1. Unless the contractor can prove that different specifications can meet the minimum nutritional and caloric count standards included herein, all food purchased for use under this contract shall meet at least the following minimum specifications:
  - Beef, veal and lamb shall be of at least USDA Grade B. The fat and/or soy content of all ground meat products to be used cannot be in excess of 20 and 6 percent respectively. All breaded products must have a product weight of 3 oz. before breading. Pork shall not be served.
  - Poultry shall be at least USDA Grade B. Chicken quarters can be no less than 8-oz. raw weight. Legs or thighs must be 6-oz. minimum raw weight. All breaded products must have a product weight of 3 oz. before breading.
  - Canned fruits and vegetables shall be at least USDA Grade C (or standard)
  - Frozen fruits and vegetables shall be at least USDA Grade B
  - Fresh produce shall be at least USDA No. 2. Some minimum counts are as follows:

Oranges	138
Bananas	3-4 (Petite)
Pears	90-100

The contractor may serve comparable portions of other fresh fruits.

- Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine when it is a commodity item) 1% fresh milk fortified with Vitamins A and D shall be served as a beverage. Dry/powdered milk may be used in cooking/baking.
- Eggs shall be at least USDA Grade B medium.
- If available, fresh fish and seafood are preferred. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of 3 oz. before breading.
- Bakery products – A minimum of 60 percent whole grain products must be used. Day-old breads may be purchased but must be used within 48 hours or frozen until time of use.

The contractor shall not purchase “second market” and/or distressed food items.

2. The contractor will supply and provide coffee, cream and sugar for administration and additional food and beverages for correctional officer training academy graduations upon written notice of the Division of Corrections.

#### **G. INSPECTION OF CONTRACTOR AREAS AND RECORDS**

1. The City shall utilize the Corrections Commissioner or designee as the Food Service Administrator, shall have the right and authority to:
  - a. Inspect such food to determine compliance with the specifications and reject food not meeting such specifications.
  - b. Approve menus so as to ensure compliance with the Division of Corrections meal requirements, and to withhold payment for meals not meeting prescribed requirements or deviating from authorized menus.
  - c. Inspect at any reasonable time the contractor’s food preparation, packaging and storage areas, food containers and vehicles used in transporting food to determine the adequacy of the contractor’s cleaning, sanitation and maintenance practices.
  - d. Determine the adequacy of the contractor’s food storage and record keeping practices so as to ensure proper documentation, and in connection therewith, to have ready access to related food and inventory control records.
  - e. Authorize variations in menus if in compliance with contract as awarded.
2. Food Service records shall be maintained to reflect the following:
  - a. Planned menus; served menus; nutritional analysis of meal program; daily inspections for vermin infestation, sanitation, water temperature ad quality, freezer temperature, etc; required City Health Department inspections and test.
  - b. Regular surveys of the eating habits of the facility populations.

#### **H. INMATE LABOR**

The Contractor shall employ staff and inmate food service workers to deliver food service to the inmate population under the jurisdiction of the Corrections Division. The Contractor will closely supervise,

properly train and employ inmates provided by the Division to work in the facility kitchens. Inmates shall be trained and receive On the Job (OJT) Certificate for hours worked up to and including ServSafe Certification. The Division will maintain the inmate payroll records and individually pay the food service workers. The Division will invoice the Contractor for all inmate labor each calendar month. The Contractor will reimburse the Division for the food service inmate payroll monthly. The inmate food service worker pay is \$2.00 per day. The Division will provide food service workers at staffing levels agreed upon by the Detention Center Superintendent, Corrections Commissioner and the Contractor. The Division will provide proper health screening and vaccinations for all inmate food service workers.

## **I. PROVISION OF MEALS**

1. **MSI** – Cafeteria style in a dining room like area. Most of the inmates will eat 21 meals per week (3 meals, 7 days per week) in groups of a maximum of 120 inmates starting at approximately 6:00 a.m. for breakfast, 11:00 a.m. for lunch, and 5:00 p.m. for dinner. Certain inmates who are part of the confined population at MSI will be served in the living area. This represents at least 25% of the population. Prospective contractors should make arrangements to inspect the facilities to determine any equipment needs.
2. **CJC** – All inmates are to be fed in their living areas. Trays are distributed by Correctional Officers on thermal trays. Arrestees will be served in the Intake Area. The serving times shall be the same as MSI.
3. The contractor must use whatever equipment and means necessary to hold both the hot and cold food at optimum temperatures until the service period has been completed.
4. The contractor must implement a serving line control program, which will prevent inmate workers from providing more or less than the prescribed portion for the inmates being served.
5. “Lockdown” inmate meals are to be portioned into “clam shell” Styrofoam meal containers. Portioning must be actively supervised by the contractor. As many as 112 inmates can be in this status.
6. The contractor shall prepare all meals on site in the City facilities or as otherwise provided in this agreement.
7. The City shall provide accurate and timely orders for inmate and correctional officers/staff meals.
8. The City shall provide adequate work space including ingress and egress to all production and storage areas.
9. City will pay for meals ordered/served, although the number of prepared meals will be based upon population. Vendors should coordinate with the Commissioner or his/her designee the preferred time of day to notify the kitchen manager of the population count for each meal. Actual counts are conducted three (3) times daily.
10. Staff wishing to eat will be responsible for the purchase of their own meals as set by facility policy.



**J. PARKING AND DELIVERY FACILITIES**

City parking facilities are not available for food service contractor's use. All commodity deliveries by common carrier or contractor vehicle will be on space-available basis. Contractor will ensure all deliveries are made by vehicle consistent with space available, i.e., CJC Box Truck. No delivery vehicle shall park on public roads.

**K. SUBCONTRACTOR/ASSIGNMENT OR SUBLETTING**

The contractor shall not subcontract/assign or sublet any portion of the food service operation, without prior written consent of the City's Supply Commissioner.

**L. LIQUIDATING DAMAGES**

1. The contractor shall be responsible for furnishing all commodities and services as offered in the bid, including prices, delivery within the time specified and meeting all specifications.
2. Failure to satisfactorily perform any of the above shall result in the City acquiring like commodities or services from other sources, charging the original contractor as liquidated damages, any excess costs, damages or administrative cost, occasioned there by.

**M. INDEMNIFICATION AND INSURANCE**

1. The contractor shall indemnify, defend and hold harmless the City against all damages to persons and property which may arise out of the operations or work included or undertaken in performance of this contract, including all claims for personal injuries and property damage and losses, costs, attorney's fee or judgments which may arise out of any claim against the City, its officers, agents and employees.
2. The contractor shall secure sufficient insurance to protect itself and the city against all hazards as enumerated herein. The contractor shall provide the City with certificates of insurance's showing the City as an additional named insured, in the categories listed below. The City shall receive such certificates prior to commencement of food service operations by the contractor

**N. LOCAL AND STATE REQUIREMENTS**

The contractor shall comply with all applicable State and Local Laws and Ordinances.

**O. ADDITIONAL REQUIREMENTS**

1. The contractor will be available to provide food for special events and other related Division functions. The contractor should not proceed with such functions without written authorization from the Corrections Commissioner or designee.
2. The contractor will provide provisions to the administration office to include coffee, creamer and sugar on a regular basis, and cookies, chips, tea, etc., for meetings on request. This request may be made by the Corrections Commissioner or designee.
3. In addition to the meals noted above, CJC and MSI inmates will require meals to be served to accommodate special time requirements.
4. The contractor must have had prior correctional institution experience or similar institution experience.

5. The contractor shall remove all recyclables and trash to the appropriate bins and compactor/dumpster. The contractor will ensure that garbage is removed whenever any trash containers are full, at the end of a meal period or at the end of the workday.
6. The contractor will be responsible for the cost and implementation of a regular monthly program for the extermination of rodents, vermin, and other unsanitary vectors in the kitchen and inmate dining room. All reports are to be forwarded to the Corrections Business Office.
7. The contractor must ascertain and notify the Corrections Commissioner in writing if any employee is related to or has or initiates an ongoing personal relationship with any inmate in the Division of Corrections facilities. It is the contractor's responsibility to require its employees to alert the contractor whenever a person, who is a relative or personal acquaintance of that employee, is admitted into the Division of Corrections.
8. The contractor will save samples of prepared foods/complete meals for a period of not less than 72 hours for testing in the event of an outbreak of food poisoning/contamination. Sample must be clearly marked as to the dates and times of preparation, service and storage.
9. The contractor is subject to and must pass inspections by the City Health Department.

**P. TERMINATION OF CONTRACT**

1. The City of St. Louis shall have the right to immediately terminate the contract without notice if, for any reason, the contractor fails to provide continuous food service in any of the corrections facilities for a period in excess of 24 hours. In addition, this termination right will be enforced if the contractor is determined to be in consistent serious violation of health, sanitation and safety requirements by the Corrections Commissioner, the St. Louis City Health Department or other relevant agencies.
2. Failure by the contractor to correct any contract violation within five (5) calendar days after receipt of notice will be cause for immediate termination of the contract.
3. The Supply Commissioner (with recommendations of the Corrections Commissioner) reserves the right to terminate the contract upon 30 days written notice for any cause.

**Q. PENALTIES FOR NON AND PARTIAL PERFORMANCE**

If after written complaints have been submitted to the contractor by the Corrections Commissioner and he determines that one or more substantial contract violations continue to occur, the Corrections Commissioner shall have the right to require the contractor to issue monthly billing credits commensurate with the value lost. Those violations considered substantial to the Corrections Division are presented as follows:

1. The contractor has failed to prepare all or portions of the meal using the specified recipe, ingredient amounts proportionate to the number of person to be served, improper storage techniques and other points directly related to adherence to serving the menu specified.
2. The contractor, through improper or inconsistent supervision, has failed to provide the specified portions to the inmates and/or staff.
3. The contractor has failed to adhere to its minimum purchase specifications.
4. The contractor has, through circumstances within its control, caused all or portions of a menu to become contaminated.

5. The contractor has, through circumstances within its control, failed to serve the meal specified within 10 minutes of the scheduled time.
6. The contractor has, through circumstances within its control, failed to prevent any damage to City property, buildings or equipment and/or failed to properly maintain same.
7. The contractor has, through circumstances within its control, failed to provide active supervision of the tray/food cart delivery processes.

**R. PROPOSAL REQUIREMENTS**

1. Operations
  - a. How commodities will be purchased, received, handled and produced
  - b. Procedures used in safety, sanitation, security, and training of contract labor
  - c. Quality control methods and standards including, but not limited to, the method used to dispose of and/or remove meals served to ensure that said meals will not be served as future meals.
  - d. Certified statement of nutritional adequacy of the menu prepared by a registered dietitian.
  - e. The meals will meet or exceed dietary allowances as contained in the National Academy of Science's Recommended Dietary Allowances.
  - f. Food should be from a fifteen-category grouping with daily allowances for each grouping.
  - g. All ration allowances will be based on standard retail cuts for meats and fresh produce all canned foods are included as net weights.
  - h. The Chief Cook will ensure nutritional standards are met through a system that includes: (a) annual review and documentation by a registered dietician of all menus served to ensure compliance with nationally recommended nutritional standards and (b) a quarterly documented comparison if the nutritional values of meals actually served with facility's standards and ration allowances, as to nutritional adequacy, menu planning effectiveness, meal service procedures, standard ration compliance and cost.
  - i. Emergency contingency plan to provide meals to inmates, staff and emergency responders, and other designated personnel in case of water, steam and/or power failures, fire, flood, natural disasters, declaration of an emergency by the City Emergency Management Agency, Metropolitan Medical Response System, Federal Emergency Management Agency, Department of Homeland Security or other state and federal emergency response agencies. Contingency plans should be based on a 30-day reserve of foodstuffs. Vendors shall participate in emergency planning and emergency drills when required to do so by the Commissioner. Vendors are to submit a special seven-day emergency menu and cost per meal with bid. Plans should also offer means of supply from various vendors in the event of such an emergency.
2. Staffing
  - a. A proposed organization chart to be used at each facility.
  - b. The proposed Manger's resume.

- c. A list of minimum educational qualifications and/or work experience requirements for dietitians employed by the company.
- d. A list of minimum educational qualifications and/or work experience requirements for any and all employees assigned to work in the correctional facility.
- e. The method of supervision to be used by the District Manager and on-site Supervisor.
- f. Demonstrate training programs for management and provide course outlines.

**AFFIRMATIVE ACTION PROGRAM TO INSURE  
NONDISCRIMINATION AND FAIR EMPLOYMENT PRACTICES**

1. Contractor agrees that in performing under this contract he nor anyone under his control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, national origin or ancestry. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment without regard to their race, creed, color, religion, national origin or ancestry. Such action shall include but not be limited to, his action to bar, employ, upgrade, or recruit; expel, discharge, demote, or transfer; layoff, terminate, or create intolerable working conditions; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. Contractor, during his performance under this contract, will in all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the contractor state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, national origin, or ancestry. The contractor will not make any inquiry in connection with prospective employment which expresses directly or indirectly any limitation specification or discrimination because of race, creed, color, religion, national origin or ancestry.
3. Contractor agrees during his performance under this contract that should it be determined by the contractor or the City that he will be unable to conform to his approved positive employment program, submitted to determine eligibility under the fair employment practices provisions of the City Code, he will notify the Fair Employment Practices Division of the St. Louis Council on Human Relations, within ten days of such determination, as to the steps to be taken by the contractor to achieve the provisions of his program.
4. Contractor will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
5. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, or to furnish information or permit his books, records and accounts to be inspected, within twenty days from date requested, this contract may be canceled, terminated or suspended in whole or in part and contractor may be declared ineligible for further City contracts, for the period of one year, by the option of the City of St. Louis provided further, in the event this contract is canceled, terminated or suspended for a failure to comply with fair employment practices the contractor shall have no claims for any damages against the City.
6. Contractor further agrees that these clauses (1 through 6) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by contractor in all contracts or agreements entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

7. Whenever the contractor is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with the clauses #1 through #5 of these provisions relating to fair employment practices, such contractor shall notify the City Counselor in writing of such suit or threatened suit within ten days.

---

#### THE AMERICANS WITH DISABILITIES ACT

The City of St. Louis does not discriminate against persons with disabilities. The Americans with Disabilities Acts (ADA) prohibits discrimination based on disability. Vendors doing business with the City of St. Louis must comply with the Americans with Disabilities Act and provide necessary documentation of their compliance efforts as required by the Commissioner on the Disabled, Office of the Disabled.

##### Right to Audit

The Contractor's "records" shall be open to inspection and subject to audit and/or reproduction during normal business working hours. A City representative may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

The Contractor's "records" as referred to in this Contract shall include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Contract. Such records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs as they apply to cost associated with this contract. Such records shall include any and all records that may have a bearing on matters of interest to the City in connection with the Contractor's work for the City to extent necessary to adequately permit evaluation and verification of:

Contractor's compliance with Contract requirements, compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

The Contractor shall require all payees (examples of payees include sub-contractors, insurance agents) to comply with provisions of this article by insertion of the requirements hereof in any contract between the Contractor and payees. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Sub-Contractors and Sub-Contractors suppliers. Contractor will cooperate fully and will cause all Related Parties and all of Contractor's Sub-Contractors to cooperate fully in furnishing or in making available to the City from time to time whenever requested in an expeditious manner any and all such information, materials, and data.

The City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current and former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct such audits in compliance with this article.

If an audit inspection or examination in accordance with this article discloses overpricing or overcharges by the Contractor to the City, the Contractor shall pay such funds due to the City within 15 days after completion of the audit and written notice by the Supply Commissioner or designee. If disclosed overpricing or overcharges by the Contractor are in excess of one-half of one percentage (.5%) of the total contract billings, the reasonable actual costs of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to the Contractor.

**Quarterly Reports:** Vendor shall provide reports by January, April, July and October 15<sup>th</sup> of each year to the Supply Buyer. Reports should detail contract items purchased including price (unit and total), quantity and ordering department. The City of St. Louis will not pay for these reports.

**Note:** Payments hereunder are subject to annual appropriation.

**Subletting:** Subletting or assigning of any bid under these specifications, or any contract to a successful bidder under these specifications, cannot be made without the approval of the City.

**Price Escalation:** Prices quoted must be firm for one (1) year from date of award. The vendor must provide notification of any proposed price increase **forty-five (45)** days prior to the proposed effective date. The amount of the increase shall not exceed actual documented increase in Vendor's Direct Cost and shall not ever total more than 5% in any one year. To request a price increase, the Vendor must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Vendor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Documentation from the Vendor's supplier(s) showing the actual dollar increase/decrease to the Vendor must accompany this request. Such documentation from the Vendor's supplier must clearly show the dollar increase incurred by the Vendor on the applicable Contract per item bid. The letter and documentation shall be sent to the following address: Supply Commissioner, City of St. Louis, 1200 Market Street, Room 324, St. Louis, MO 63103. If the Supply Commissioner approves the increase, the Vendor will be notified in writing; no price increase will be effective until the Vendor receives this notice.

**Termination:** The City of St. Louis Missouri reserves the right to cancel this contract by giving 30 days written notice at the Contractor's regular mailing address.