

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/21/2023

Contract/Lease Control #: C23-3388-COR

Procurement#: RFP COR 43-23

Contract/Lease Type: CONTRACT – AGREEMENT

Award To/Lessee: SUMMIT FOOD SERVICE, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2023

Expiration Date: 09/26/2026 W/2 1 YR RENEWALS

Description of: INMATE FOOD SERVICES

Department: COR

Department Monitor: WEEKS

Monitor's Telephone #: 850-689-5690

Monitor's FAX # or E-mail: NWEEKS@MYOKALOOSA.COM

Closed: \_\_\_\_\_

CC: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

CL33388CCR  
93026

Procurement/Contract/Lease Number: 43-23 Tracking Number: 4936-23  
Procurement/Contractor/Lessee Name: A Summit Feedservices Grant Funded: YES \_\_\_ NO X  
Purpose: Inmate Food Services  
Date/Term: 2 yrs 2lyc renewal 1.  GREATER THAN \$100,000  
Department #: 6126 2.  GREATER THAN \$50,000  
Account #: 534203 3.  \$50,000 OR LESS  
Amount: \$900,000  
Department: CCR Dept. Monitor Name: Wesley

*Purchasing Review*

Procurement or Contract/Lease requirements are met:

Oshida M

Date: 8-29-23

DeRita Mason, Erin Poole, Amber Hammonds

Purchasing Manager or designee:

*2CFR Compliance Review (if required)*

Approved as written:

no federal fund

Grant Name: \_\_\_\_\_

Date: \_\_\_\_\_

Grants Coordinator:

Suzanne Ulloa

*Risk Management Review*

Approved as written:

see email attached

Date: 8-30-23

Risk Manager or designee:

Lydia Garcia

*County Attorney Review*

Approved as written:

see email attached

Date: 8-31-23

County Attorney:

Lynn Hoshihara, Kerry Parsons or Designee

*Department Funding Review*

Approved as written:

Date: \_\_\_\_\_

*IT Review (if applicable)*

Approved as written:

Date: \_\_\_\_\_

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Thursday, August 31, 2023 3:36 PM  
**To:** DeRita Mason  
**Cc:** 'Parsons, Kerry'; Odessa Cooper-Pool; Jacqueline Matichuk  
**Subject:** Re: 43-23 Summit Food Services Agreement  
**Attachments:** Summit Draft Agreement 43-23 FINAL 8.31.23.docx

Thanks DeRita. I searched Summit Food Services and only an inactive LLC came up.

With the attached changes, this is approved.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason  
**Sent:** Thursday, August 31, 2023 4:01:40 PM  
**To:** Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'; Odessa Cooper-Pool; Jacqueline Matichuk  
**Subject:** RE: 43-23 Summit Food Services Agreement

Lynn,  
See attached with changes and their Sunbiz verification I ran when the day the bids were due.  
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP  
Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
Office: (850) 689-5960 Ext. 6966  
Cell: (850) 826-8010  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

## DeRita Mason

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**From:** Odessa Cooper-Pool  
**Sent:** Wednesday, August 30, 2023 11:32 AM  
**To:** DeRita Mason; Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'  
**Subject:** RE: 43-23 Summit Food Services Agreement  
**Attachments:** Summit 23.07.20\_Okaloosa FL\_FINAL.pdf; Summit Draft Agreement 43-23 FINAL.docx

Hello DeRita,

The Summit Food Services Agreement has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

### Odessa Cooper-Pool

Public Records & Contracts Specialist | Risk Management  
Okaloosa County BCC  
302 N. Wilson Street, Crestview, FL 32536  
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— Paulo Coelho, *The Alchemist*

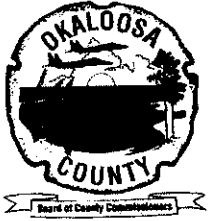
**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Tuesday, August 29, 2023 2:57 PM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** 'Parsons, Kerry' <KParsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>  
**Subject:** 43-23 Summit Food Services Agreement

Good afternoon,  
Please review, approve and return at your earliest convenience.

Thank you,

DeRita Mason



# Board of County Commissioners Purchasing Department

State of Florida

Date: August 11, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
RFP COR 43-23

Inmate Food Services

Okaloosa County would like to thank all businesses, which submitted proposals for Inmate Food Services (RFP COR 43-23).

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

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

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

DeRita Mason

Digitally signed by DeRita  
Mason  
Date: 2023.08.08 09:47:41  
-05'00'

DeRita Mason  
Purchasing Manager



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
SUMMIT FOOD SERVICE, LLC

### Filing Information

<b>Document Number</b>	M17000000007
<b>FEI/EIN Number</b>	20-1147818
<b>Date Filed</b>	12/20/2016
<b>State</b>	NM
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC STMNT OF RA/RO CHG
<b>Event Date Filed</b>	05/11/2018
<b>Event Effective Date</b>	NONE

### Principal Address

500 East 52nd Street N  
Sioux Falls, SD 57104

Changed: 04/27/2021

### Mailing Address

500 East 52nd Street N  
Sioux Falls, SD 57104

Changed: 04/27/2021

### Registered Agent Name & Address

CORPORATE CREATIONS NETWORK, INC.  
801 US HIGHWAY 1  
NORTH PALM BEACH, FL 33408

Name Changed: 05/11/2018

Address Changed: 03/25/2020

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager

POIROT, OLIVIER  
101 N. Tryon Street,Suite 525  
Charlotte, NC 28202

Title Manager

Hunt , Jeffrey  
101 N. Tryon Street,Suite 525  
Charlotte, NC 28202

Title Manager

Mayer-Schuler , Brittany  
500 East 52nd Street N  
Sioux Falls, SD 57104

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2021	04/27/2021
2022	04/15/2022
2023	03/27/2023

**Document Images**

<a href="#"><u>03/27/2023 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/15/2022 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/27/2021 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/21/2020 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/26/2019 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>05/11/2018 -- CORLCRACHG</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/17/2018 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/03/2017 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>12/30/2016 -- Foreign Limited</u></a>	<a href="#">View image in PDF format</a>



# SUMMIT FOOD SERVICE LLC

Unique Entity ID <b>MLG7X1M69RT3</b>	CAGE / NCAGE <b>9D8R0</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Sep 28, 2023</b>	
Physical Address <b>500 E 52ND ST N Sioux Falls, South Dakota 57104-0639 United States</b>	Mailing Address <b>500 E 52ND ST N Sioux Falls, South Dakota 57104-0639 United States</b>	

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>South Dakota 00</b>	State / Country of Incorporation <b>New Mexico / United States</b>	URL <b>(blank)</b>

<b>Registration Dates</b>	Submission Date <b>Sep 28, 2022</b>	Initial Registration Date <b>Sep 16, 2022</b>
Activation Date <b>Oct 6, 2022</b>		

<b>Entity Dates</b>	Fiscal Year End Close Date <b>Sep 30</b>
Entity Start Date <b>May 11, 2007</b>	

<b>Immediate Owner</b>	Legal Business Name <b>ELIOR, INC.</b>
CAGE <b>7G1X0</b>	

<b>Highest Level Owner</b>	Legal Business Name <b>ELIOR</b>
CAGE <b>FB8Y5</b>	

**Executive Compensation**  
 Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

**Proceedings Questions**  
 Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Active Exclusions Records?  
**No**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:  
**Yes**

<b>Business Types</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Foreign Owned</b>
Entity Structure <b>Other</b>		



**Socio-Economic Types**

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Accepts Credit Card Payments  
No

Debt Subject To Offset  
No

EFT Indicator  
0000

CAGE Code  
9D8R0

**Electronic Business**

Ⓡ  
SEAN WELSH

500 E 52ND ST N  
Sioux Falls, South Dakota 57104  
United States

**Government Business**

Ⓡ  
SEAN WELSH, TAX DIRECTOR

500 E 52ND ST N  
Sioux Falls, South Dakota 57104  
United States

**NAICS Codes**

Primary  
Yes

NAICS Codes  
722310

NAICS Title  
Food Service Contractors

This entity does not appear in the disaster response registry.

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA**  
**AND SUMMIT FOOD SERVICE, LLC**  
**CONTRACT ID C23-3388-COR**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made this 1st, day of October, 2023, by and between Okaloosa County, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Summit Food Service, LLC, a Foreign Limited Liability Company authorized to do business in the State of Florida, whose address is 500 East 52<sup>nd</sup> Street North, Sioux Falls, SD 57104 (hereinafter referred to as "Contractor") whose Federal I.D. # is 26-2223480.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide Inmate Food Services ("Services"); and

**WHEREAS**, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's response to the procurement is included as Attachment "A"; and

**WHEREAS**, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County based on Attachment "A", as further detailed below.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Procurement RFP COR 43-23 and Contractor's Response;  
Attachment "B" – Insurance Requirements;  
Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;  
Attachment "D" – Scrutinized Companies Certification;  
Attachment "E" – Grant Funding Conditions

**2. Services.** Contractor agrees to perform the following services, Inmate Food Services. The contractor shall provide services based on the hot-hot-hot (HHH) plan. If the contractor requests a deviation from that plan, the request must be made in writing to the department. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and

incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** The term of this Agreement shall begin on October 1, 2023, and shall continue until September 30, 2026, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled 'Indemnification and Waiver of Liability' shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2) one (1) year renewals.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, based on the rates listed in Attachment "A".

- a. Contractor shall submit an accurate invoice to the County weekly to be paid as quickly as possible upon receipt. Inmate meal calculations are to be determined by ADP count at the time of each meal service. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional meal count back up documentation requested to process the invoices.
- b. Disbursement.

There are no reimbursable expenses associated with this Agreement.

- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.
- e. Future Pricing. Pricing shall be firm for the first three years. Renewal periods shall be agreed upon by the parties at a rate no less than the greater of: five percent (5%) or the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home. Up to ninety (90) days prior to the anniversary of the Commencement Date, Contractor shall provide County notification of the adjustment. On the anniversary date, Contractor proposed adjustments

shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.

- f. **Change in Conditions.** The financial terms set forth in this Agreement, and all other obligations assumed by Contractor hereunder, are based on conditions in existence on the date Contractor commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, County acknowledges that in connection with the negotiation and execution of this Agreement, Contractor has relied upon County's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if County requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Contractor shall be renegotiated to reflect a proportionate increase in Contractor's charges to the County. Contractor will provide a thirty (30) day notice of such increased charges. If Contractor sustains increases in its operational costs (e.g. product or labor costs), Contractor, with written notification to County, may increase its prices for items to recover such increased costs.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**5. Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

**6. Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

**7. Termination and Remedies for Breach.**

- a. If, through any cause within its reasonable control, either Party shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other Party shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the terminating Party

shall notify the other of its violation of the particular terms of the Agreement and grant the other Party thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the terminating Party may terminate this Agreement. If either Party fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
  - ii. Notwithstanding the foregoing, the non-terminating Party shall not be relieved of liability to the terminating Party for damages sustained by it by virtue of a breach of the Agreement by non-termination Party. If the Contractor is the breaching Party, the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. Either Party may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving thirty (30) day written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. Each Party also reserves the right to terminate the remaining Services to be performed in the event the other Party is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of either Party to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

**Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes. This provision shall survive the termination of the Agreement.

**8. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

**9. Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of five (5) years after termination of this Contract.

**10. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with

confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

<b>If to the County:</b>	Nolan Weeks, Director Okaloosa County Corrections 1200 East James Lee Boulevard Crestview, FL 32539 850-689-5690 <a href="mailto:nweeks@myokaloosa.com">nweeks@myokaloosa.com</a>	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Contractor:</b>	Brittany Mayer-Schuler, President Summit Food Service, LLC 500 East 52 <sup>nd</sup> Street North Sioux Falls, SD 57104 704-969-2070 <a href="mailto:Brittany.mayer-schuler@elior-na.com">Brittany.mayer-schuler@elior-na.com</a>	<b>With a copy to:</b>

**11. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County. Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld.

**12. Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**13. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**14. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may



request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**15. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**16. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**17. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**18. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**19. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any

person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

Contractor's entire liability and County's exclusive remedy for damages arising out of or related to this Agreement or the Food Services shall not exceed the limits of insurance that Company is required to carry under the Agreement. CONTRACTOR SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.

**20. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**21. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement

as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**22. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

**23. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**24. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**25. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

**--Remainder of this page left intentionally blank--**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

**SUMMIT FOOD SERVICE, LLC:**

DocuSigned by:  
Brittany Mayer-Schuler  
7EED6E973A74444  
Signature

President

TITLE:

Brittany Mayer-Schuler

9/12/2023

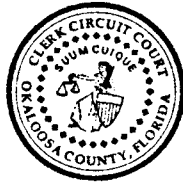
Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA

For J.D. Peacock II  
J.D. Peacock II, Clerk of Courts

BY: Robert A. "Trey" Goodwin, III  
Robert A. "Trey" Goodwin, III, Chairman



**Attachment "A"**  
**Vendor's Proposal**

## Pricing Scale

<b>HOT, HOT, HOT MEAL PRICE MATRIX</b>			
<b>Inmate Population</b>			<b>Price per Meal</b>
	<	250	TBN
250	-	299	\$2.706
300	-	349	\$2.400
350	-	399	\$2.183
400	-	449	\$2.022
450	-	499	\$1.897
500	-	549	\$1.797
550	-	599	\$1.715
600	-	649	\$1.648
650	-	699	\$1.590
700	-	749	\$1.541
750	-	799	\$1.499
800	-	849	\$1.478
850	-	899	\$1.462
900	-	949	\$1.449
950	-	999	\$1.439
1000	-	1049	\$1.433
1050	-	1099	\$1.429
1100	-	1149	\$1.428
1150	-	1199	\$1.431
1200	-	1249	\$1.437
1250	+		\$1.447
Kosher Pre-Pkg*			+\$3.402
RDP*			+\$1.923
*Inmate Meal Price plus adder			

**Above scale to be applied to aggregate of following meal types requested: Inmate, Staff, Boxed Lunch, Special Modified, Special Management, Religious. Scale determination is calculated by taking the total number of meals (as described above) ordered or served whichever is greater in a seven day period and dividing by 21.**



Response To  
Request For Proposal  
(RFP) NO. COR 43-23

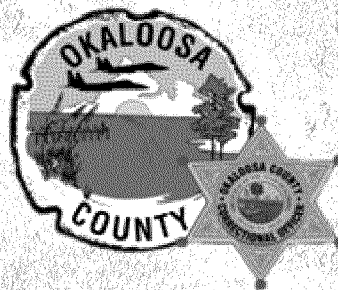


# Okaloosa County, FL

## Inmate Food Services

**ORIGINAL**

July 13th, 2023



July 13th, 2023

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

Dear Okaloosa County,

Summit Food Service, LLC, is pleased to submit our response to RFP COR 43-23 for food services at Okaloosa County. We are proposing a comprehensive inmate food program that meets and exceeds the quality and support required for your facility.

Nationally, Summit operates over 500+ food and commissary clients since 1991, Summit has operated within Florida and surrounding states. Some of our key accounts are Bay, FL., Collier, FL., Madison, AL., Jefferson Parrish, LA. and Orleans Parrish, LA, and through this we have a deep understanding of all the standards and policies required by the American Correctional Association (ACA) and the American Jail Association (AJA).

Since 1991, Summit has been organized to provide inmate food and commissary services within the correctional care environment. Our corporate offices, located in Sioux Falls South Dakota, provide 24/7 support to our clients and our operating teams. We will strive to earn your business every day by providing an efficient and safe program that provides your staff and inmates with quality products, well-trained and courteous staff, easy-to-use technologies and industry best customer service.

For your program, we are proposing the following high value approaches:

- Summit has stepped to the top, as we have transposed many jails, all over the United States and changed what it means to supply food to your officers and staff.
- Summit is a customer based company. You are supplied EVERYONE'S cell numbers even our CEO's. We answer quickly, if not immediately when you need us.
- Partnership - what that means to us - COMMUNICATION DAILY. When YOU call we answer. When a solution is needed, we quickly communicate with the officer assigned to us and get the answers. We communicate daily, openly with our assigned officer.

The contact persons for this proposal process are:

**Karen Sorensen**, Business Development Director | karen.sorensen@summitfoodservice.com | 941.302.1529  
**Naomi McLaughlin**, Managing Director of Growth | naomi.mclaughlin@summitfoodservice.com | 605.359.1969

The following representative is authorized to commit Summit to the proposal and any contractual agreement.  
Brittany Myer, President & CEO | marlin.sejnoha@summitfoodservice.com | 605.335.0825.

All information contained in this proposal is true and complete to the best of my knowledge.

Summit appreciates the opportunity to provide a very crucial service in the daily operations of your facilities and looks forward to implementing an industry leading food management program.

Brittany Mayer-Schuler  
President - Summit



500 East 52nd Street North | Sioux Falls, SD 57104  
612.382.8485 Mobile | brittany.mayer-schuler@elior-na.com



# Table of Contents

Your Summit Team .....	5
References.....	6
Description of References.....	7
Resume of On-Site Food Service Director .....	8
Resume of District Manager.....	10
Transition Plan .....	11
Meal Quality & Preference Monitoring Plan .....	13
Sample Reports & Billing .....	25
Bid Amount for RFP Menu (Pricing).....	27
Sample Alternative Menus & Bids (Pricing) .....	40
Vocational Training .....	53
Boundaries & PREA Training .....	56
PREA .....	56
Pathways Educational Program.....	62
Staffing Plan   Hiring & Training A Great Team .....	70
Proposed Labor Schedule(s) .....	71
Planning For Emergencies .....	77
Value-Added Services .....	79
Required Forms.....	90
RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION .....	95
RESPONSE DOCUMENT #2: CONFLICT OF INTEREST .....	96
RESPONSE DOCUMENT #3: FEDERAL E-VERIFY .....	97
RESPONSE DOCUMENT #4: CONE OF SILENCE FORM.....	98
RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS.....	99
RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT .....	100
RESPONSE DOCUMENT #7: COMPANY DATA.....	101
RESPONSE DOCUMENT #8: CERTIFICATION REGARDING LOBBYING .....	102
RESPONSE DOCUMENT #9: SWORN STATEMENT – PUBLIC ENTITY CRIMES .....	103
RESPONSE DOCUMENT #10: GOVERNMENTAL DEBARMENT & SUSPENSION .....	105
RESPONSE DOCUMENT #11: VENDORS ON SCRUTINIZED COMPANIES LIST .....	107
RESPONSE DOCUMENT #12: GRANT FUNDED CLAUSES.....	108
RESPONSE DOCUMENT #13: SAM.GOV REGISTRATION .....	116
RESPONSE DOCUMENT #14: REFERENCES.....	118

## Statement of Confidentiality

This proposal is submitted to Okaloosa County for use in evaluating Summit as a Food Services Provider. This proposal contains information that is confidential and proprietary in nature. All pages are marked individually and are only to be utilized for fulfilling the terms of this agreement. Okaloosa County shall not duplicate, use or disclose in whole or in part any materials containing such information for any purpose except for use in the procurement process without prior written consent. This proposal and all information are guaranteed for sixty (60) days.

## About Us

Summit has been delivering foodservice – and in turn, safety and consistency – to corrections facilities since 1991. Annually, we serve well over 125 million meals, deliver millions of commissary orders, and serve officer and staff dining programs for over 500 corrections-based partners at facilities both large and small, from state Department of Corrections and major city detention centers to rural jails.

Our client partners can count on support not just from an outstanding on-site team, an experienced regional team, and an engaged senior executive team, but also from one of the world's leading foodservice management providers – our parent company, Elior North America.

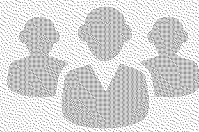
## Diversity

**We're so much better together.** The diversity of our people and inclusion of each of their voices are what makes Summit better. A better workplace, a better partner, and a better company. Our commitment to create a culture where the uniqueness of our team members is valued means that we bring together engaged people, focused on growth, ready to be the best we can be for our partners and the communities we serve.

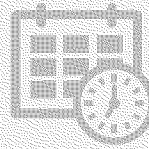


We are recognized as a Top Employer by Diversity Jobs for showing consistent outreach and dedication to hiring from all diversity groups.

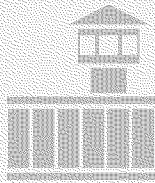
## Summit by the Numbers



2,150+  
team members  
nationwide



60+  
years  
in corrections  
as a company



500+  
corrections-based  
organizations served



500+  
products stocked  
at our 6 commissary  
warehouses across  
the country

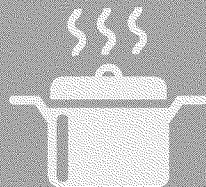


14,000  
commissary  
orders processed  
each week



80+  
officer and staff  
dining programs

Plus



340,000+  
inmate meals served daily

That's over 125 million meals each year!



# Your Summit Team



**Karen Sorensen**  
Business Development  
Director

**10 YEARS CLIENT MGMT EXPERIENCE**

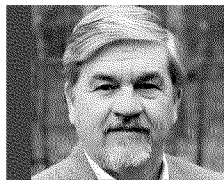
Karen is your Summit Liaison and business partner throughout contract discussions, and will be connecting with you frequently as our relationship grows.



**Roshon Cody**  
Vice President of Operations

**20+ YEARS CORRECTIONS EXPERIENCE**

Roshon is responsible for driving the full South regional teams toward operational excellence. He will support your onsite team and is always available.



**Mike Craft**  
Director of Operations

**37 YEARS CORRECTIONS EXPERIENCE**

Mike is responsible for providing guidance and support to your District Manager and Onsite Management Team. Your District Manager reports directly to him.



**Tony Stewart**  
District Manager

**32 YEARS CORRECTIONS EXPERIENCE**

Tony is your next level go-to and will directly supervise your Onsite Manager. Tony will be onsite often to support the kitchen teams and connect with you.



**Paige Bloch**  
Registered Dietitian

**5 YEARS CORRECTIONS EXPERIENCE**

Our RD's support regional corrections accounts. Paige will be available to assist in both diet and menu planning for health, nutrition, and regulation compliance.



**Jay Wehking**  
Senior Finance Director

**5 YEARS CORRECTIONS EXPERIENCE**

Jay will work closely with your regional team and is responsible for all aspects of the accounting and financial areas within Summit.



**Brittany Mayer-Schuler**  
President

**10+ YEARS BUSINESS EXPERIENCE**

As President, Brittany is focused on your satisfaction with Summit as your partner and is accessible to you at any time.



**Naomi McLaughlin**  
Managing Director  
of Growth

**10 YEARS CORRECTIONS EXPERIENCE**

Naomi ensures that our team remains focused on the success of your facility and brings innovative solutions to further our partnership growth.

# References

## COLLIER COUNTY

**3347 Tamiami Trail  
Naples, FL 34112**

Chief Mark Middlebrook  
239.789.0321

**Contract Start Date:** 2020 - Present

## BAY COUNTY SHERIFF'S OFFICE

**5700 Star Lane  
Panama City, FL 32404**

Warden Major Rick Anglin  
850.769.8928

**Contract Start Date:** 2013 - Present

## ALVIN S GLENN RICHLAND COUNTY SC

**2020 Hampton Street  
Columbia, SC 29204**

Director Rolando Myers  
803.576.3209

**Contract Start Date:** 2019 - Present

## CHATHAM COUNTY, GA

**1050 Carl Griffin Drive  
Savannah, GA 31405**

Sheriff John Wilcher  
912.652.7609

**Contract Start Date:** 1991 - Present

*"Since being with Summit,  
the only thing that I wish we had  
done differently was to have  
gone with Summit sooner!"*

**Lt. Gordon N. Clapp  
Natrona County Detention Center  
WY**

## FAYETTE COUNTY

**145 Johnson Ave.  
Fayetteville, GA 30214**

Major Anthony Rhodes  
770.716.4815

**Contract Start Date:** 2019 - Present

# Description of References

**A brief description of the work tasks and size of jobs performed  
for the commercial clients listed.**

**COLLIER COUNTY  
ADP: 980  
INMATE FOODSERVICE AND STAFF  
DINING AS WELL AS JUVENILE FACILITY**

**CHATHAM COUNTY, GA  
ADP: 2,175  
INMATE FOODSERVICE & STAFF DINING**

**BAY COUNTY SHERIFF'S OFFICE  
ADP: 920  
INMATE FOODSERVICE**

**FAYETTE COUNTY  
ADP: 270  
INMATE FOODSERVICE**

**ALVIN S GLENN RICHLAND COUNTY SC  
ADP: 800  
INMATE FOODSERVICE**



# Resume of On-Site Food Service Director

Once Summit is awarded the contract, we will assign a Food Service Director and provide their resume.

**JOB TITLE: Food Service Director**

**SUPERVISOR:**

## Position Summary:

Plans, directs, organizes and coordinates the activities of the kitchen to provide outstanding service to our contracted client, establishes policies and procedures to provide administrative direction for menu formation, food preparation, distribution and service, budgeting, purchasing, sanitation standards, safety practices, staffing, and staff development. Assures compliance with standards of practice and regulatory requirements.

## Job Competencies:

- **Composure** – Is cool under pressure; does not become defensive or irritated when times are tough; is considered mature; can be counted on to hold things together during tough times; can handle stress; is not knocked off balance by the unexpected; doesn't show frustration when resisted or blocked; is a settling influence in a crisis
- **Directing Others** – Is good at establishing clear directions; sets stretching objectives; distributes the workload appropriately; lays out work in a well-planned and organized manner; maintains two-way dialogue with others on work and results; brings out the best in people; is a clear communicator
- **Customer Focus** – Is dedicated to meeting the expectations and requirements of internal and external customers; gets first-hand customer information and uses it for improvements in products and services; acts with customer in mind; establishes and maintains effective relationships with customers and gains their trust and respect.

- **Process Management** – Good at figuring out the processes necessary to get things done; knows how to organize people and activities; understands how to separate and combine tasks into efficient work flow; knows what to measure and how to measure it; can see opportunities for synergy and integration where others can't; can simplify complex processes; gets more out of fewer resources.
- **Dealing with Ambiguity** - Can effectively cope with change; can shift gears completely; can decide and act without having all the total picture; isn't upset when things are up in the air; doesn't have to finish things before moving on; can comfortably handle risk and uncertainty.

## Key Accountabilities:

- Strong training skills, cost controls experience and the ability to effectively lead a kitchen is strongly preferred.
- Maintains CBORD inventory system to monitor inventor and assist with ordering
- Directors team members to ensure job-related rules, policies, procedures and security guidelines are enforced
- Achieve food and labor targets. Ability to instruct and train on food safety, sanitation and operations of food preparation and service
- Continually monitors and inspects kitchens for cleanliness and sanitation to ensure compliance with food safety guidelines
- Maintains communication with Dietitian/ Clinical Support staff to keep informed of customer nutritional needs
- Provides orientation and job specific training to employees
- Maintains facility specific staffing patterns to include: appropriate levels, replacement procedures, and assignments appropriate to qualifications



### **Minimum Requirements:**

- Minimum 2 years' experience coordinating food service operations in a lead role. Experience working in correctional food service preferred.
- Ability to motivate and supervise in a correctional work environment
- ServSafe Certified or the ability to obtain within first year of employment
- Experience with inventory preferred
- Proficiency in all Microsoft Office applications is required
- Must qualify and maintain correctional facility security clearance.

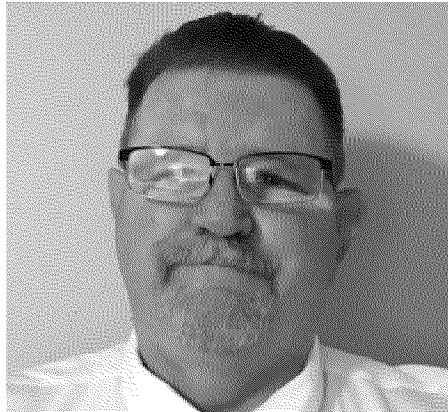


### **Working Conditions:**

- Must be able to remain standing for most of working hours.
- Must be able to lift at least 35 pounds.
- Must be able to perform respective tasks.
- Must be able to work flexible hours and days.
- May be exposed to hot, humid work areas.
- May be exposed to sharp instruments and power-driven equipment.
- May be exposed to caustic chemicals.

Equal Opportunity/Affirmative Action/Minorities/  
Women/Individual with Disabilities/Protected  
Veteran Employer

# Resume of District Manager



30+ years  
experience in corrections

20 years  
experience as correctional officer

## TONY STEWART

District Manager

### Professional Experience

#### **SUMMIT – 2014-Present**

District Manager – 2017-Present

- Provides leadership and motivation to onsite unit level managers
- Manages the district in compliance with established company policies and procedures
- Focuses and maintains a strong positive relationship with clients and administrators
- Performs operational audits and designs improvements to optimize safety, sanitation and overall operation of facilities

#### **Panama City Beach Police Department**

**1998-Present**

Reserve Police Officer

#### **Blackwater Ricer Correctional Facility**

**2010-2014**

Chief of Security

#### **Graceville Correctional Facility 2008-2010**

Chief of Security

#### **Washington Correctional Institution**

**1994-2008**

Captain/Lieutenant/Sergeant – Chipley, Florida

Correctional Officer – 1990-1994

### Professional Expertise

- Skilled motivator for unit level managers, focused on hands-on training and development
- Experienced operations manager with strong focus on overall safety and sanitation

### Education

#### **Gulf Coast Community College**

#### **Washington Holmes Vocational Technical Center**

### Certifications & Roles

- Adjunct Instructor at Corrections Basic Training Academy, Washington Holmes Vocational Technical Center
- Corrections Basic Certification
- Food Manager Certification
- State of Florida Certified Instructor
- Florida DOC Training



# Transition Plan

<b>SET WEEKLY CLIENT MEETINGS</b>	Upon award	Weekly meetings with client stakeholders for communication updates	District Manager
<b>ASSIGN TRANSITION TEAM</b>	21 days prior	Comprise team from Operations, Human Resources, IT, Marketing, Business Development, Purchasing, Learning and Development and Culinary	District Manager, Director of Operations
<b>REVIEW MENUS AND CONCEPTS</b>	21 days prior	Review and share menus with client for all concepts	District Manager, Director of Operations
<b>INTERNAL COMPONENT SET UP</b>	12 days prior	All internal protocol for component set up	Support Services Team
<b>TRANSITION VENDORS</b>	21 days prior	Ensure proper vendors are contacted and switched for service	District Manager, Procurement
<b>REVIEW ASSOCIATE TRANSITION</b>	12 days prior	Provide detail road map for training and transition	Human Resources, District Manager
<b>INTERVIEW ASSOCIATES</b>	12 days prior	Discuss transition and review concerns	Human Resources, District Manager
<b>INTERNAL HUMAN RESOURCES COMPONENT SET UP</b>	12 days prior	All internal protocol for human resources set up	Support Services Team
<b>ASSOCIATE MEETINGS &amp; ONBOARDING</b>	12 days prior	Complete and transition all associates from interviews	Transition Team
<b>TRANSITION TEAM ARRIVAL</b>	12 days prior	Team arrives to assist local team with transition. Support will stay as long as needed to complete transition and validate with clients all is operationally sound	District Manager
<b>MEET WITH REPRESENTATIVE(S) OF CORRECTIONAL OFFICERS</b>	12 days prior	Assess current programming needs and develop customized strategic targets	Food Service Director

<b>COSMETIC CHANGES PLANNED REVIEWED AND FINALIZED</b>	12 days prior	Coordinate with client representatives cosmetic and physical change plans and schedules	Transition Operations and Support team
<b>REVIEW STAFFING MODULE</b>	12 days prior	Review and share with Okaloosa County for efficiencies and proper coverage	Transition Team
<b>REVIEW EQUIPMENT</b>	12 days prior	Assess all location items and benchmark condition of equipment	Transition Team
<b>REVIEW FOOD LICENSE AND HAVE LOCAL HEALTH DEPARTMENT OUT</b>	12 days prior	Ensure all licenses are switched to current contractor and contact Health Department	Transition Team and Home Support Office
<b>ASSESS ALL INVENTORY LEVELS OF SERVICE WARE</b>	12 days prior	Counts on trays, utensils, cups, etc. for maximum efficiency	Transition Team
<b>REVIEW EQUIPMENT</b>	12 days prior	Assess all location items and inventory of equipment	Transition Team
<b>CONDUCT CONCEPT IN-SERVICE WITH ASSOCIATES ON PROGRAMS</b>	12 days prior	Share the vision with all associates and begin training modules	Transition Team
<b>ENSURE ALL SIGNAGE IS EN ROUTE</b>	5 days prior	Marketing to check with all signage and items for on time delivery and installation	Marketing and District Manager
<b>FINALIZE FOOD INVENTORY WITH CURRENT VENDOR</b>	10 days prior	Ensure all buyout and that which will not be bought from current vendor	Transition Team
<b>HOURS OF OPERATION</b>	10 days prior	Confirm and post hours for venues to determine needs based on client input	District Manager
<b>PREPARE FOR OPENING PRODUCT STAGED</b>	3 days prior	Prep 3 Day Pulls (By Meal By Day) for client to see the BLD BLD BLD	Transition Team



# Meal Quality & Preference Monitoring Plan

## Meal Counts

We are pleased to follow your requested procedure for meal counts as indicated in the RFP:

- The Food Service Director will receive counts directly from the facility staff.

## Meal Delivery

When inmate meals are served in an efficient and timely manner, it helps ensure appropriate inmate behavior. Our goal is to serve consistent, safe, quality meals that are delivered as scheduled.

We understand that your team will be responsible for providing accurate and timely meals orders.

Your Summit team will ensure that:

- All meals will be delivered to the designated service points by your facility staff.
- All carts will be loaded with the correct number of meals and related items.
- All special diet meal trays will be clearly identified.
- These procedures will be repeated at every meal service.
- All trays and related meal service support items are properly cleaned.
- We contact the booking unit daily to receive the sack meal order for the next day.
- We provide an early breakfast meal for inmates scheduled to appear in court.

Retrieval times for all trays and related meal service support items will be mutually agreed upon and established prior to the start of service.

**Based on the current food operation, your team can expect the following inmate food service plan. It's important to note that this is a proposed plan and can be modified at any time to fit the needs of the jail.**

### Meal Service Schedule

Staff & inmate breakfast ready to be served at 0400

Staff & inmate lunch ready to be served at 1000

Staff & inmate dinner ready to be served at 1600

- Summit will supply the officers same meal as inmate at inmate pricing, one meal per shift with there being two shifts daily, for 365 days a year.
- Management meals will be supplied as needed, in the form of a Nutriload, meeting nutritional requirements. Utilized for the inmate displaying disruptive behavior.

With your approval, Summit will use a Meal Transmittal Form to be attached to delivery carts when meals are delivered to the housing units

### Smallwares

We appreciate an inventory of existing smallwares to assist in a successful transition, and acknowledge that Summit will be required to purchase all service and smallwares as needed

### Linens and Laundering

The Summit team will use our own proprietary laundry system to alleviate the burden from the facility.

### Chemicals and Sanitation Supplies

Your Summit team will ensure the facility equipment will be kept clean.

### Office Supplies

Office supplies & internet needed for the operation of your food service program will be the responsibility of the Summit team.

### Maintenance of Facility & Equipment

**Properly working equipment is critical to food safety. It is the responsibility of Summit and its employees to safeguard all property of your facility.**

Per your RFP requirements, maintenance and repairs of equipment will be the responsibility of the Facility. Any repairs required as a result of negligence of Summit employees (or Summit supervised inmates) will be the responsibility of Summit.

#### This Means:

We ensure proper training and will not allow untrained employees to use detention facility equipment.

We inventory and assess equipment frequently to make sure everything needed to prepare your meals is in good working order.

If there are issues or repairs needed, we will immediately discuss with you as they arise.

**SUMMIT** MEAL TRANSMITTAL FORM

DATE: \_\_\_\_\_ MEAL: \_\_\_\_\_ HOUSING UNIT: \_\_\_\_\_

ITEM	QUANTITY
Regular Meals	
Medical Diet Meals	
Vegetarian Meals	
Halal Meals	
Kosher Meals	
Sack Meal	

TOTAL MEALS \_\_\_\_\_  
 Summit Initials \_\_\_\_\_  
 Officer Initials \_\_\_\_\_

**QUALITY ASSESSMENT**  
 Table completed by: \_\_\_\_\_

QUESTION	Y/N
Does the item on the tray match the approved menu?	
Are hot foods hot?	
Are cold foods cold?	
Is the appearance of this tray acceptable?	
Do all items have a date label?	
Are all items properly labeled?	

COMMENTS: \_\_\_\_\_

OFFICER SIGNATURE: \_\_\_\_\_



# Environmental Responsibility



## WASTE NOTHING

We take our responsibility seriously to make a positive impact to the environment, people, and communities we serve, and it is our goal to help you understand ways your facility can move towards creating a greener future. Starting with a dedication to reducing our carbon

footprint, we develop and implement informed kitchen practices, innovative food recovery programs, and energy management that all help to reduce greenhouse gas emissions.

### Food Waste Reduction

The US produces 63 Million tons of food waste every year and food service establishments contribute over five million pounds to that total. On top of the rising expense of wasted food, the harmful greenhouse gases created from food in our landfills is destroying our environment.

Waste Nothing is a simple system that helps our production teams track and reduce the food waste going from our kitchen to landfill. Starting with daily waste monitoring and consistent measurement, the efforts of Waste Nothing can make a substantial impact.

We stop waste long before the food is served through:

- Training kitchen staff on proper portioning and prepping techniques to minimize overproduction
- Quality ingredients and tested recipes that will be enjoyed and not thrown away
- Strict food safety and equipment monitoring practices to avoid spoilage or mishandling

We will work with you to divert kitchen waste through a variety of different avenues including:

- Composting programs
- Utilization of quality licensed waste removal/recycling partners
- Bio-disposal

### Energy Savings and Efficiencies

Energy management actions during food preparation not only help reduce cost, we know it's just the right way to run a kitchen.

- Turning off lights and equipment when not in use
- Pre-heating ovens only the length of time required to reach proper temperature (not when you first walk in the kitchen)

- Proper use of refrigeration and defrosting techniques/time
- Preventive maintenance on equipment

Our Procurement Team can suggest a variety of options for equipment and other products that help bolster our collective efforts, such as:

- **Energy Star High Efficiency Dishwashers and other Equipment.**  
Bonus: rebates are often offered on purchases like these.
- **LED Bulbs** use less electricity and last up to 10 times longer than a standard incandescent bulb.
- **Lighting Timers** automatically turn lights on and off at specified times to eliminate the worry of leaving lights on unnecessarily

**Water Conservation** We advocate and employ good water management efforts to reduce consumption, preserve scarce resources and reduce contribution to water shortages. Some renewable water recapture options include:

- **Low Flow Spray Valves** installed on pre-rinse stations reduce the amount of water used
- **Low Flow Aerators** installed at handwashing sinks limit the amount of water used

### Sustainable Cleaning Products

Nothing is better than a sparkling clean kitchen in our eyes, and it is important to sanitize sustainably. Our primary cleaning supply partner has a comprehensive sustainability plan, including a line of environmentally sensitive cleaning and sanitizing products that use responsible ingredients, reduce plastic packaging waste, and conserve water.



# Food, Menus and Special Diets

Food is our business, and we share your dedication to serving quality, healthy, and wholesome menu items.

Our approach to menu development and standards starts by developing your menus with only your specific site in mind, based on the needs and expectations we heard during our conversations and review your RFP.

## Your menus will include:

- Quality ingredients and menu variety that meet your cost and nutrition requirements.
- Proven recipes approved by ACA, NCCHC, ICE, RLUPA, and state and local laws and regulations.
- Special diets supported by a team of professional dietitians
- Sack meal menus that incorporate standard calorie requirements.
- High quality work release meals that ensure trustees are appropriately rewarded per your requirements.

## Expertise From Registered Dietitians

You will be supported by and have access to a large team of Summit Field Support Registered Dietitians, who provide nutritional expertise to your Food Service Director and onsite team. All Summit staff dietitians have a minimum of a Bachelor of Science degree in Dietetics and are registered with the Commission on Dietetic Registration, as well as licensed and/or certified as required by state.

They specialize in correctional meal planning, so you receive:

- Expert inmate menu planning
- Development of medical and therapeutic diets
- Consultation with your medical department regarding nutritional requirements
- Accessibility: Your dietitian partner is responsive and dedicated to the nutrition at your facility and will be a phone call or an email away to answer your questions.

Your dedicated nutrition professionals are fully accessible and responsive to your questions.

## Full ACA Compliance

We follow the American Correctional Association's compliance standard, ensuring that each facility will utilize a standard menu that is based on facility, state, federal, and contractual food service requirements. Menus will be planned ahead of time, will be nutritionally adequate and will be served as required. The standard menu will have variety in texture, color, flavor and appearance. Menus will specify portion sizes by cut, weight, or volume for each menu item. Menus for each facility will be analyzed and continually managed through our nutritional menu management system, CBORD, and reviewed by a Registered Dietitian annually, or more frequently per regulatory and/or contractual requirements. Temporary menu substitutions must be of equal nutritional value and documented. The signed menu will be kept on file for 36 months and/or as mandated by the contract. Per ACA standard 4-4316, these menus are compliant with RDA and DRI.

## Intuitive & Accurate Menu Management

Our primary menu management system is CBORD, the leading provider of menu systems, food production management, and nutritional analysis tools for the food service industry. We use CBORD to maintain strict nutritional standards and to keep the program within budget.

## What Does CBORD Do?

- Enables our dietitians to establish standards for diet restrictions, allergens, supplements, nourishment, adaptive equipment, and regional preferences.
- Hosts nearly 10,000 recipes, including many cultural, healthy choices and specialty items.
- Manages inmate information and generates tray tickets which include non-select menus and select menus, therapeutic diets and texture modifications.
- Accurately tracks resident diet history, weights and diet needs; Assists with building menus and connecting each ingredient, recipe and menu to the likes, dislikes and allergies of each resident.

- Provides nutritional analysis of menus and recipes, which help manage individual diets, texture preferences, fluid types and consistency. Examples of our nutritional reports are included with the menus they support in this proposal.
- Calculates calories, calories from fat and percent of calories from fat, fat grams, saturated fat, cholesterol, carbohydrates, fiber, sodium and protein.
- Guides your Summit kitchen management through any needed menu alterations, allowing those to be made to be made safely and within nutritional requirements.
- Enables your kitchen team to best plan for proper portion control on each tray by connecting ordering and inventory to recipes and production planning.
- Generates critical planning tools such as production sheets and inventory reports, calculating costs throughout the process to help best manage production and reduce waste.
- Projects needed ingredients for upcoming weeks, making the ordering process faster and more precise for the kitchen team.

Overall, CBORD allows the Food Service Director to efficiently and accurately run your foodservice program so they can focus on providing you the best service and food quality possible.



## Restricted Diets

Summit is committed to compliance with restricted diets. We ensure adherence to all special & religious meals & diet trays. FSD & cook responsibilities for restricted diets:

- Correctly prepare & serve Restricted Diets as planned on the Restricted Diet Spreadsheet.
- Review Spreadsheet one day ahead to be aware of production needs. Quantities of Restricted Diet Foods should be noted on Production/Service Records. Smaller accounts may use the Restricted Diet Spreadsheet as the Production Sheet for diets.
- Record for each day, all food items served (Regular & Restricted Diets), portion sizes & time served. The time & date is recorded on the Production Sheets.
- Check all diet trays & snacks assembled with the Restricted Diet Spreadsheet for compliance with diet foods planned & for a neat presentation. Evaluate diet trays & snacks using a Tray Line Assessment Form.
- Ensure diet trays & beverages are properly labeled.
- In units with cafeterias, to notify medical of “no pick up” rate & ensure diets are given only to residents/detainees with proper identification.
- In facilities where officers pass the trays, request signatures of the officers as they take possession of diet trays to leave the kitchen area. This signature will take the place of the residents’ (if approved by facility). However, the only legal signature is that of the resident.
- Provide snacks that are accurately measured & properly labeled.
- Notify the Summit Dietitian if a Restricted Diet is needed & instructions have not been provided.
- Document all diet orders & cancellations accurately. This includes those received by telephone & recoded according to policy. Weekly check of cancellation date should be made of all current Restricted Diets.
- Retain records of food items & quantities served by meal for Restricted Diets not included on the Restricted Diet Spreadsheet.
- Avoid substitutions on Regular & Restricted Diets. If this can’t be avoided the item must be recorded.
- Document all diet concerns/complaints including the responses in the Manager’s Log Book. Contact the Dietitian when these occur.
- Attend training classes on diet problems & apply that knowledge to modifying menu items accordingly.

## Medical / Therapeutic Diets

When we are notified by an authorized member of your Health Services staff about an inmate requiring a medical diet, menus will be written by a dietitian following Summit diet manual standards (kept onsite for reference) & will conform as closely as possible to the main menu.

## National Commission on Correctional Health Care

Summit’s operating practices for medical diets align with the National Commission on Correctional Health Care (NCCHC).

Our expertise results in a hassle-free food service operation. Our compliance with NCCHC guidelines & protocols, ensure diet menus that positively impact inmate behavior, allowing your staff to remain focused on managing the facility’s programs & security. A few samples of various types of medical diets include:

- Diabetic, carb controlled, consistent carb
- Cardiovascular (low in fat, cholesterol, & sodium)
- Low fat, low cholesterol & low sodium
- Dairy free (milk allergy) & Lactose intolerant
- High calorie, high protein (pregnancy)
- Clear liquid, Blended, Full liquid

We also know that some diets may be combined, such as:

- Low fat, low cholesterol often combined with a low-sodium diet & labeled “cardiovascular”.
- Pregnancy/high calorie-high protein can be combined
- Diabetic diets may be already low fat, low cholesterol
- Sodium, fat, & calories may be combined at different calorie-levels. These may be labeled Diet I, II, III.
- Diabetic, low fat, low cholesterol, & low sodium may be combined as “heart-healthy.”

Areas of concentration staff will be trained to adhere to:

- Train & supervise workers who prepare the diets
- Ensure there is space to prepare & store diets
- Maintain communication with inmates & staff
- Continuously review diets, working with facility staff
- Work diligently with your on-site medical team
- Always maintain communication with our dietitians
- Retain all medical diet information for audit & review



## Religious & Lifestyle Diets

At Summit, we utilize modified menus to accommodate a multitude of religious and lifestyle diets, meeting all RDA, ACA, NCHHCA, RLUPA and DRI standards. A religious diet will be provided for individuals that follow various religious dietary laws whose needs cannot be met by the standard menu. The Chaplain or Facility Designee will order the appropriate religious diet for the individual and menus will be produced according to procedures in the Summit Diet Manual.

There are two common options for these diets:

1. A Common Fare menu featuring vegetarian meals that meets the needs of most religious diets including Kosher and Halal. These meals are included in our proposed pricing structure.
2. Premium pre-packaged entrées for Kosher and/or Halal diets. These are an upgrade to our proposed pricing, and we would be pleased to discuss options with you.



## Example Holiday Menus

### Easter

Turkey Ham  
Scalloped Potatoes  
Seasoned Green Beans  
Dinner Roll with Margarine  
Apple Crisp with Whipped Topping

### Labor Day

Polish Sausage with Mustard  
Grilled Onions & Peppers  
Creamy Coleslaw  
Oven Fries with Ketchup  
Rice Krispie Bar

## Sack Meals

Per the RFP Requirements, we will provide any sack meals requested by the facility. Sack meals will contain approximately one-third of the minimum daily nutrition requirement. Sack Meals will include:

- 3 Sandwiches (PBJ)
- 1 oz. Tortilla Chips
- 3 Sandwich Cookies
- 1 Fortified Drink

## Holidays, Religious Observances, and Other Special Inmate Meals

Special meals are provided for inmates to recognize various national holidays, to break up the monotony of the regular menu and to contribute to mental well-being. Special meals will be served annually on holidays and/or other days, as determined by our agreed upon requirements.

You will determine which holidays will be designated for these “Spirit Lifter” meals. The menus will be written in advance and approved by the Correctional Field Support Dietitian, District Manager and the Facility Designee. The details of these special meals are arranged by Foodservice Directors, the Chaplain, or Jail Administrators.

### Thanksgiving

Roasted Turkey  
Savory Bread Stuffing  
Whipped Potatoes with Gravy  
Green Bean Casserole  
Cranberry Sauce  
Fresh Dinner Roll with Margarine  
Pumpkin Pie Bar with Whipped Topping

### Christmas

Baked Chicken  
Baked Potato with Sour Cream  
Candied Carrots  
Dinner Roll with Margarine  
Gelatin Poke Cake with Frosting

# Program Standards and Quality Assurance

We know you need a foodservice partner that gets it right every day, every order, every meal. We build in high standards and consistent monitoring and evaluation to ensure you get a quality, consistent foodservice program.

We understand the importance of getting every meal and every tray right. Every time.

## Standards And Compliance

We will have all manuals required on hand, updated annually, and ensure our team members are trained on the required elements regularly. These include but are not limited to:

- State DHEC Regulations for Retail Food Establishments
- State DHEC Minimum Standards for Licensing Hospitals and Institutional General Infirmaries
- State Minimum Standards for Local Detention Facilities and Local Juvenile Detention Facilities
- Operations Manual ICE Performance-Based National Detention Standards
- ACA Standards for Adult Local Detention Facilities
- AJA Standards for Adult Local Detention Facilities
- NCCHC Jail Health Standards and Juvenile Health Standards
- The Religious Land Use and Institutionalized Persons Act of 2000
- The Prison Rape Elimination Act
- National Fire Protection Association (NFPA), International Fire Service Training Association (IFSTA), & International Building Code (IBC) Fire Codes

We understand and will ensure, at our cost, all recommendations and requirements are complied with to ensure your facility remains compliant with ACA, NCCHC and ICE accreditations.

## Quality Assurance Inspections

Quality assurance is a critical aspect of operating a well-run foodservice operation. We have implemented a comprehensive quality assurance inspection that is conducted a minimum of quarterly at each location.

Our standards exceed those set by any other regulatory department to assure that those inspections are deficiency free.

Inspections cover critical areas such as:

- Safety & Security
- Food safety and sanitation
- Personal hygiene and infection control
- Food preparation & Meal Quality
- Management systems and Training

## Production Planning

By tracking purchases, production, and prior waste, the CBORD system is designed to provide your kitchen team with the tools they need for the most accurate meal planning possible.

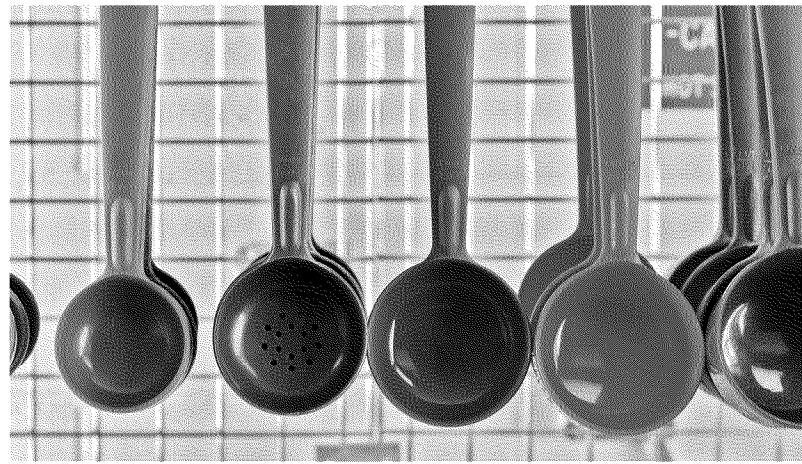
Production sheets establish a uniform procedure for daily production, including purchasing, inventories, recipe numbers, volume and number of portions to be produced.

- Our team provides a complete Menu Production Record every day for every meal.
- The Food Service Director will create production sheet based on approved menu and calculate production amounts needed based on participation.
- All columns on the Daily Menu Production Record form must be filled out completely and kept on file in the Food Service Director's office, each past menu filed appropriately by day in each cycle.
- It is the responsibility of the Food Service Director to comply with this policy.



## Portion Control And Tray Standards

Summit team members are equipped with the training and tools needed for tray assembly and to run meal periods smoothly and efficiently. Our duty is to ensure exact serving portions at each meal based on contract and nutritional menu specifications, because we understand that this



directly impacts the safety of your officers in the facility during service. From portion to tray presentation, we make sure **the first tray served is the same as the last.**

## Standard Training & Tools:

- Use of CBORD and additional training for the Food Service Director on how to properly order the correct amount of food for each meal, including extra trays for intake, court, drastic fluctuations in counts and emergency situations.
- Training for cooks on how to follow recipes and production sheets to ensure the correct amount of food is being produced.
- Utilization of proper color-coded utensils that follow the approved facility's regular menu and restricted diet menu, guaranteeing the right portion control.
- Portion Charts are posted in the production area of the kitchen and staff area to help guide our team to determine how many pans to prepare in order to feed the inmate population without running out of food.
- Constant, direct supervision on the serving line during meal periods to confirm tray consistency, menu compliance and tray presentation.
- Tray counts before carts are pushed out of the kitchen to make sure meals are accounted for and trays are clean and orderly.

## Substitution Procedures

Any substitutions to the menus will be limited, and all substitutions must be documented.

There are five reasons for such substitutions:

- Equipment failure
- Utility failure
- Vendor failure
- Food not fit for consumption
- Client request

Substitutions can only be made by the Food Service Director. Any substitutions will need to be approved prior in advance by facility administrator. All substitutions must be in the same category of food groups & similar in nutritional value (e.g. 2 slices of bread is equal to 1 bun, or green beans are the same as wax beans). At the end of the month, the Food Service Director will review and forward to the District Manager. The District Manager will review and sign at the bottom documentation. The District Manager will forward the signed documentation to the Corporate Dietitian for final review and approval. The Corporate Dietitian will return the list to the Food Service Director after signing it. The signed Menu Substitution Log must be kept on file in menu substitution notebook for a minimum of 3 years

## Inventory And Storage

Excess inventories can lead to product spoilage and theft, so we purchase and keep on hand only what we need for normal operation as mandated by any current condition.

- All food products are stored in the proper storage area immediately after being received.
- All products are dated in compliance with ACA standards.
- Our food production system incorporates written cycle menus, recipes, preparation and pull sheets, and production sheets with historical data are implemented.
- All items are kept in secure areas under lock and key with facility policies followed.

- Thawing of frozen food products is done under refrigerated conditions or other approved food safety procedures.

## Commodities

Federal regulations permit use of Surplus Commodities from the US Department of Agriculture in correctional foodservice programs that your facility may qualify to receive. Although there is no guarantee what, if any, commodities will be available to the facility during the life of this agreement, we are experienced in incorporating these ingredients into quality menus.

As your foodservice partner, we will make the fullest use of USDA commodities from the USDA, choosing those that are priced at fair market value, are wholesome and appropriate to include on your menus. Because quality is important, may need to refuse acceptance of any commodities that are contaminated, spoiled, or are in excessive amounts to what can be used in a timely manner. Summit will assume all direct and indirect costs associated with procuring commodities and complying with the rules and regulations of the USDA.

Rest assured that within the utilization and control of USDA commodities, Summit will adhere to the following:

- All facilities managed by Summit will properly handle, store, and prepare all commodities, according to the proper food handling and storage rules and regulations.
- The Food Service Director will take a weekly inventory of all USDA commodities. This report must include the amount on-hand quantity used, quantity lost due to spoilage, theft, or shrinkage (if any), and the amount at the end of the inventory week for each USDA commodity.
- Any commodities received by the facility will be used solely for the benefit of the facility.
- Summit will not enter into subcontracts for further processing of commodities on behalf of the facility.

# Seeking Feedback

To truly create positive experiences for everyone living and working in your facility, we need feedback from everyone. From food quality to customer service, we gauge our success on your satisfaction. Your Summit team will look for any opportunity to listen to you as our partner, and to the people we serve, so we have established several ways to consistently do just that.

## Test Tray Assessments

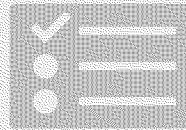
To be proactive, we feel it is important to periodically conduct a Test Tray Assessment to assure quality assurance of food being served. These assessments are performed by a corrections staff member who provides written feedback to the foodservice department regarding the quality of the meal they were serving.

## Inmate/Staff Complaint Procedures

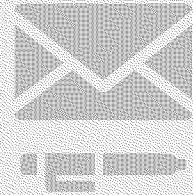
Your Summit staff will follow your established policy of addressing inmate complaints and will ensure that all grievances are responded to and resolved or escalated swiftly.

### Your grievance process may look something like this:

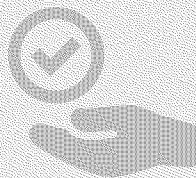
1 Inmates who have concerns about a meal that was served, special diets, snack bags, etc., will fill out the facility grievance or complaint form and give it to the correctional staff.



3 The Food Service Director will then reply to the inmate in writing in a professional and respectful way and in a timely fashion unless otherwise required. The response will be within 24 hours from the time our team receives the complaint.



2 If the correctional staff deems the concern a legitimate one, the grievance or complaint will be directed to the Food Service Director.



4 If a resolution cannot be achieved through written responses, the Food Service Director will then meet directly with the inmate with a representative from the facility.



## Staff Complaints

Staff members are encouraged to submit verbally or in writing to the foodservice staff any comments, suggestions, complaints or other concerns regarding the foodservice. Whether personal or evolving from inmates, an appropriate resolution will be achieved.

## Inmate Satisfaction Survey

We offer to help provide surveys allowing the inmates to be heard, which provides further partnership within the county, maintaining a safer jail, to it as well. Example, most inmates are not eating the peas we can try carrots, etc. Monitoring what comes back in the trays and offering a solution to the menu if needed.

**Meal Services Comment Card**

Date: \_\_\_\_\_

Breakfast      Lunch      Supper  
(Please circle the meal referenced)

**Food Evaluated**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>
Taste	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temperature	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

\_\_\_\_\_

\_\_\_\_\_

We strongly believe that inmate satisfaction is critical to the safety of your facility. Summit is the only nationally recognized correctional food services company that has an established program to survey inmates as consumers. This offers an opportunity for their opinions to be expressed and their voices heard.

## Client Satisfaction Surveys Quarterly

Although your onsite and regional team will be your immediate points of contact, our national Summit team will check in with you via email once each quarter with a quick, one question survey to make sure we are always being a good partner. If any issues arise, we want to be able to address them immediately and ensure that you trust in our team to deliver our promises.

## Annually

Summit partners with the National Business Research Institute (NBRI) to conduct a more detailed online survey sent directly to you annually. This offers an opportunity for you to assess our services and team in a more formal way. Your feedback on this helps us identify any areas of improvement you may feel is needed and to celebrate those team members who support your program.

## How does it work?

You will receive a survey announcement via email letting you know what is coming. You will receive a second email containing the survey. It should take just a few minutes to privately complete the survey. Results are compiled by NBRI and then go directly to our executive management team.

This survey allows you to assess the following categories:

- Food Quality
- Service
- Sanitation
- District Manager
- Food Service Manager or Primary Contact
- Your Priorities
- Sustainability
- Communication/feedback

Any dissatisfied responses are flagged and instantly sent to Summit's President for immediate follow-up and improvement action. We truly value the opportunity to serve you and we use this third-party research company to conduct the survey to ensure your responses are collected with unbiased integrity.

*"With Summit, the inmate morale and in turn, that of the staff has been a positive experience. Inmate needs are met, translating to a positive outcome for the Sheriff and county board."*

**Sheriff David Mahoney,  
Dane County WI**



# Sample Reports & Billing

## Accounting Forms & Reports

We commit to communicating program financial status to you consistently. Summit accounting forms are detailed below. Most forms are sent electronically to appropriate Summit staff for processing. These forms may change at the discretion of the company.

- Payroll Worksheets summarize hours & labor costs per pay period; calculates the wage information for paycheck issuance for each team member.
- Deposit Record is prepared for locations that accept cash & is used for tracking cash sales, averages & shortages. This report is a spreadsheet & can calculate daily, weekly & monthly totals.
- Participation Record calculates the ADP %; tracks meal counts & a la carte equivalents.
- Inventory Form lists product description, brand, size & inventory unit of supplies. It calculates the quantity & value of supplies. A physical inventory is done at least monthly to determine usage.
- Commodity Value Inventory Form lists commodity code, description, price per unit weight, net weight, case pack size, portion, serving per case, component, entitlement value per pound & case. The form calculates inventory value & product usage.
- Client Invoice identifies meals & commodity usage; sent out ~20 days after the end of the month.
- Weekly Purchasing Invoice Record serves as an in-house record of all purchases made for an accounting period & a source document for food & supply costs.
- Operating (Profit & Loss) Report is a computerized summary of the profit/loss for the month & year-to-date analysis.
- Aging Report lists unpaid invoices, to recognize the total money owed to the operation. Amounts that are beyond the established credit policy time limits receive priority collection measures.

Annual Reports include: Financial Recap, Budget Report – proposed budget for the upcoming year, Detailed Management Operations Report for the current year

## Summit will provide you transparent & honest reporting that you can trust.

Our custom combination of systems not only ensures the highest level of efficient & accurate accounting, but also provides powerful analytical tools for operations analysis.

We maintain complete operating records & operating reports, which allow us to measure & analyze income & expenditures in order to continuously measure & improve performance

## Inventory For On-Location Storage Areas

Inventory is conducted monthly to determine exact product usage. The inventory system details product description, brand, pack size & unit of food & supplies. The quantity on hand & value of food & supplies is then calculated & reported. On-site Food Service Directors update their inventory master copies with current purchase information on a weekly basis to ensure accuracy of product pricing.

Inventory calculations are uploaded to CBORD, our web-based inventory system, allowing Managers & Dietitians the ability to review the inventory reports for accuracy & completeness. Each site is given an anticipated level of inventory they are expected to maintain.

At the end of each reporting period, final inventory calculations are entered into financial statements to determine food, paper & chemical costs for that period. These costs are then evaluated to determine if the usage calculated is justified when compared to the budget for each site. Any variances that may occur are researched to identify the source of the discrepancy in order to correct. All deliveries received are checked in against the original purchase order, along with the quantity & item are verified against the receiving slip. The signed receiving slips are filed with the proper site paperwork & stored long-term electronically.

## Correctional Facility Inventory Controls:

- All potentially hazardous chemicals or materials (cleaning solutions, pesticides, bodily fluid clean up kits, etc.) or potentially dangerous items (sharp objects, sharp utensils, etc.) that may be used or kept in the food service department are to be secured in a locked area when not in use.



- Extracts, spices & yeast are to be secured in a locked area & inventoried when not in use.
- Keys are to be logged out by authorized personnel only. Inmates are never permitted to use keys for any area of the food service department. Personnel having logged out keys must always have them in their possession & they should not be carried outside of the facility.

### Accounting Controls

Summit's centralized accounting services include budgeting, accounts payable & general accounting.

The centralized accounting department processes all financial data submitted to it through weekly control reports by the resident management team. Summit accounting is done on a weekly filing basis, which means that the financial situation of the foodservice program can be consistently observed.

Our Procedures Manual contains a comprehensive set of instructions for personnel for properly recording & reporting unit activity on a per event, weekly, period or annual basis as required.

### Internal Control of Cash Handling

The Food Service Director & other authorized management personnel are responsible for maintaining all daily revenue activity. This activity includes counting, storing & responsibility for deposit to the bank. Authorized personnel are also responsible for conducting spot cashier audits. Location management must adhere to the following policies & procedures:

- Deposits – made daily unless approved by the DM
- All cash must be kept in a locked safe (no day lock) & operating funds verified daily

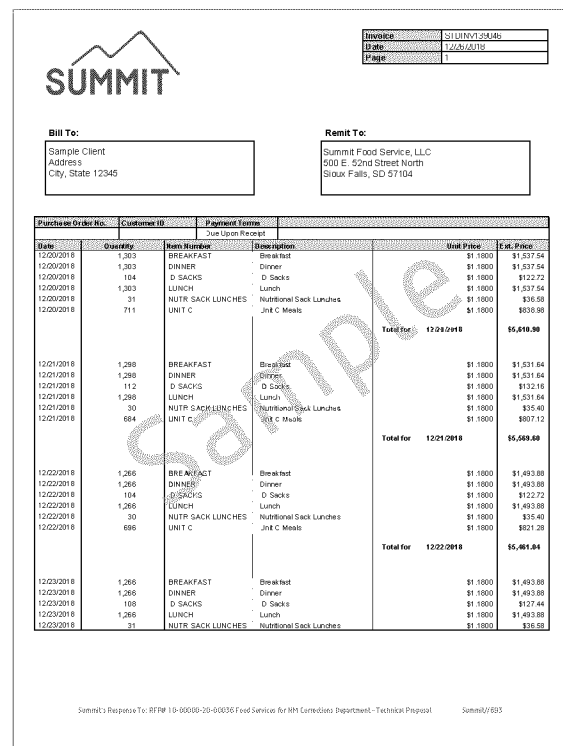
### Internal Audit System

The internal audit system is based on information received from the Food Service Director with the help of the District Manager. The District Manager ensures that all items needed from the Food Service Director are received in a timely manner to facilitate the auditing of the individual sites.

At the close of each period, a financial statement will be generated, automatically importing the daily & weekly analyses & compare all operating results to predefined budgets. All variances between budget & actual amounts can then be isolated & reviewed on a timely basis. We also can easily & securely link onsite computers to our central computer system. This will allow instant access to transactions by senior management as they occur. This direct link will further increase the speed with which monthly statements & annual audits are completed & made available to the management.

### Distribution Formulas/Basis For Allocable Account/Unit Expenses

Distribution formulas are allocated based on Generally Accepted Accounting Principles (GAAP). All items which can be readily associated to a specific site, are directly allocated to that specific site. Certain items will be allocated to the site based on a fixed cost per site, a percentage of volume or a percentage of payroll. A combination of these methods is also possible depending on the circumstance.



**INVOICE**

Invoice: 201812010001  
 Date: 12/01/2018  
 Page: 1

**Bill To:**  
 Sample Client  
 Address  
 City, State 12345

**Remit To:**  
 Summit Food Service, LLC  
 500 E. 52nd Street North  
 Sioux Falls, SD 57104

Purchase Order No.	Customer ID	Payment Terms	Due Upon Receipt		
12/01/2018	1303	BREAKFAST	Breakfast	\$1 1800	\$1,537.54
12/01/2018	1303	DINNER	Dinner	\$1 1800	\$1,537.54
12/01/2018	104	D SACKS	D Sacks	\$1 1800	\$122.72
12/01/2018	1303	LUNCH	Lunch	\$1 1800	\$1,537.54
12/01/2018	31	NUTR SACK LUNCHES	Nutritional Sack Lunches	\$1 1800	\$36.59
12/01/2018	711	UNIT C	Unit C Meals	\$1 1800	\$93.96
				<b>Total for 12/01/2018</b>	<b>\$5,616.90</b>
12/01/2018	1288	BREAKFAST	Breakfast	\$1 1800	\$1,531.64
12/01/2018	1288	DINNER	Dinner	\$1 1800	\$1,531.64
12/01/2018	112	D SACKS	D Sacks	\$1 1800	\$132.16
12/01/2018	1288	LUNCH	Lunch	\$1 1800	\$1,531.64
12/01/2018	30	NUTR SACK LUNCHES	Nutritional Sack Lunches	\$1 1800	\$35.40
12/01/2018	684	UNIT C	Unit C Meals	\$1 1800	\$807.12
				<b>Total for 12/01/2018</b>	<b>\$5,668.00</b>
12/02/2018	1266	BREAKFAST	Breakfast	\$1 1800	\$1,453.88
12/02/2018	1266	DINNER	Dinner	\$1 1800	\$1,453.88
12/02/2018	104	D SACKS	D Sacks	\$1 1800	\$122.72
12/02/2018	1266	LUNCH	Lunch	\$1 1800	\$1,453.88
12/02/2018	30	NUTR SACK LUNCHES	Nutritional Sack Lunches	\$1 1800	\$35.40
12/02/2018	696	UNIT C	Unit C Meals	\$1 1800	\$821.28
				<b>Total for 12/02/2018</b>	<b>\$5,464.04</b>
12/03/2018	1266	BREAKFAST	Breakfast	\$1 1800	\$1,453.88
12/03/2018	1266	DINNER	Dinner	\$1 1800	\$1,453.88
12/03/2018	108	D SACKS	D Sacks	\$1 1800	\$127.44
12/03/2018	1266	LUNCH	Lunch	\$1 1800	\$1,453.88
12/03/2018	31	NUTR SACK LUNCHES	Nutritional Sack Lunches	\$1 1800	\$36.59

Summit's Response To: RFP 19-00000-20-00036 Food Service for 9th Correctional Department - Technical Proposal Summit/2/2018





# Bid Amount for RFP Menu (Pricing)

## **Pricing Will Be Inclusive Of:**

- Management fees such as licensing, insurance fees, bonding fees, long distance expenses, office supplies, etc.
- Labor Recruiting, Salaries, Uniforms, Benefits, Training & Retention Bonus, etc.
- Food Cost including orders, delivery & menu alterations, etc.
- Paper Costs which include disposables goods, paper bags, napkins, paper cleaning items, Styrofoam cups (See Separate pricing added for Styrofoam trays) on Scale pricing page..
- Sanitation supplies including chemicals needed for dishwasher, floors, equipment maintenance, etc.

## **Annual Price Increase**

The pricing we have proposed for your program will be honored without request for adjustment until three years after signature of the initial contract.

## **RFP Compliant Pricing Plans Meal Price Per Tray**

The pricing scale is based on the following categories:

- Inmate
- Staff
- Boxed Lunch
- Special Modified
- Special Management
- Religious

Requested modifications from the details below may include pricing increases/decreases.

## **Adult & Juvenile Resident Menu Considerations:**

- Menu Pattern of Hot Breakfast, Hot Lunch & Hot Dinner
- Menu Pattern of Cold Breakfast, Hot Lunch & Cold Dinner
- Menu Pattern of Hot Breakfast, Hot Lunch & Cold Dinner

- Menu consists of 2,700 Calories
- Snacks Provided to Youthful & Pregnant Offenders

## **Juvenile Resident Menu Considerations:**

- Menu Pattern of Hot Breakfast, Hot Lunch & Hot Dinner
- Juveniles will eat the same menu and calories as the adult menus, which are 2700 calories per day

## **Sack Menu Considerations:**

- 2 oz deli meat
- 2 condiments
- 2 slices cheese
- 2 sandwich cookies
- 4 slices bread
- 1 drink
- 1 chip

## **Catered Meal Considerations:**

- Selections must be based on proposed Catering Menus; any requests outside of this menu will incur additional charges to client

## **Staffing Considerations:**

- Staffing levels stay at proposed staffing chart(s)
- Summit holds all labor rates consistent with market wages rates determined by Summit Human Resources
- The City provides, at a minimum of 7 Trustees per shift to work in kitchen

## **Disposable Purchases**

- Summit agrees to purchase all paper, plastic, County is supplying the Styrofoam cups used for inmate and staff meals
- Summit is responsible for purchasing any additional (or replacement) trays, racks, warming carts & industrial kitchen equipment (stoves, tilt skillets, etc.)

## **Equipment & Services**

- Client services & handles all deep cleaning on a regular basis of the equipment. Summit will clean & do daily maintenance

**INMATE FOOD SERVICES**

**RFP COR 43-23**

**SPECIFICATIONS**

**INTENT** – The intent of this solicitation is to invite priced proposals for the purpose of providing food services for inmates in custody of the Okaloosa County Department of Corrections in accordance with the special conditions and specifications contained in this Request for Proposals. Pricing shall be expressed as a price per each individual meal served.

**GENERAL**

1. The Okaloosa County Department of Corrections (Department) serves meals to an average daily population of approximately 750 inmates.
2. The yearly estimate of meals is 821,250.
3. The current contractor employs four cooks and a site supervisor that are supervised by the contractor and the County.
4. The Department requires a three (3) tier meal plan which will give the department three options to choose from. Pricing for each package option to be set as a flat rate (Price Per Meal) per inmate multiplied by the number of meals served. (See below for sample pricing)

<b>Meal type</b>	<b>Price per meal</b>	<b>Price per meal</b>	<b>Price per meal</b>
<b>Inmate meal</b>	<b>\$0.851</b>	<b>\$0.871</b>	<b>\$0.891</b>
<b>Staff meal</b>	<b>\$0.851</b>	<b>\$0.871</b>	<b>\$0.891</b>
<b>Outside Boxed lunch meal</b>	<b>\$0.851</b>	<b>\$0.871</b>	<b>\$0.891</b>
<b>Special Modified Meal (medical Needs)</b>	<b>\$0.851</b>	<b>\$0.871</b>	<b>\$0.891</b>
<b>Special Management Meal</b>	<b>\$0.851</b>	<b>\$0.871</b>	<b>\$0.891</b>
<b>Religious meals (Kosher,etc.)</b>	<b>\$0.851</b>	<b>\$0.871</b>	<b>\$0.891</b>

- a. The meal quantities provided are approximate and represent the estimated requirements for the contract period.
- b. Unit price and extended total prices shall be used only as a basis for evaluation of proposals.
- c. Actual meal quantity necessary may be more or less than estimates listed in the specification document and the County shall be neither obligated nor limited to any specified amount.

**SCOPE OF SERVICES**

1. The Food Service provider (Contractor) shall provide for all aspects of the food service operation and meet minimum requirements of the Department of Health & Rehabilitative Services standard 64E-11 Florida Administrative Code, Florida Model Jail Standards, Florida Corrections Accreditation Commission, National Commission on Correctional Health Care Accreditation, and other applicable local, state and federal regulations.

**Summit has read, understands and agrees to comply with all requirements listed in the Scope of Services in RFP COR 43-23.**



2. Throughout the Term of the Contract and each renewal Term, the contractor shall secure and pay all federal, state and local licenses, health certifications, permits and fees that may pertain to the food service operation as required by federal, state and local law.
3. The contractor shall insure that no employee or inmate shall work in any area of food service operations if he/she is known to have or suspected of having a communicable disease, open wounds or sores, or respiratory infections. Clean outer garments will be worn, and all inmates working in food service or delivery will maintain a high degree of personal cleanliness. Documentation of inspections of inmates are required by Accreditation Standards and this documentation will be forwarded to Support Services Supervisor monthly. Employee uniform shirts shall be easily identified and a different color from inmate uniforms.
4. **Contractor provided staff**
  - a. The contractor shall insure that all food preparation will be performed by or supervised by an employee trained in culinary services, holding a professional Food Manager certification as required by Chapter 64E-11.012 Florida Administrative Code, with a minimum of 3 years corrections food service experience, and food knowledge, experience, capabilities to manage and direct the total administrative requirements for a nutritionally sound food service operation, and represent the contractor having authority to act on the contractor's behalf.
  - b. The contractor shall provide sufficient, qualified staff to maintain food service operations for three meals each day of the year. Should inmate labor not be available the contractor must maintain a list of employees that have been pre-approved by the facility to work onsite to cover needs to prepare/serve meals.
  - c. The contractor shall define employees hiring practices to include a criminal background check procedures and physical exams as required by Accreditation Standards. No employee that has been banned from another facility will be allowed to work in the County's facility. An affidavit attesting to the completion of background checks shall be maintained on site for each employee.
  - d. The contractor will comply with the JESSICA LUNSFORD ACT (Section 1012.32, Florida Statutes). Background screening requirements for certain non-instructional employees and contractors, except as provided in s. 1012.467 or s. 1012.468, non-instructional employees or contractual personnel who are permitted access on grounds when juveniles are present, who have direct contact with juveniles must meet level 2 background check screening requirements as described in s. 1012.32. The cost of the state and federal criminal history check required by level 2 screening will be borne by the contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or under contract must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under contract. If it is found that a person who is employed or under contract does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.
  - e. Contractor shall answer inmate grievances/request electronically via Securus SCP software program within seven (7) days of receipt. The Department will provide training for inmate grievance processes.
5. **Inmate labor**
  - a. The County shall make available sentenced inmate crews of a reasonable number whenever possible to assist in the daily food service preparation, processing, cleaning, etc.
  - b. Inmate labor will be provided by the County unless population levels decrease to the point where the labor force must be reduced. The County will give three (3) days' notice when requested inmate labor is not available so the contractor can arrange for additional outside personnel to perform the services normally rendered by inmate labor.
  - c. The contractor shall include a list of inmate worker needs along with their proposal.
  - d. When inmate labor is provided, the contractor will train the inmate workers on routine tasks, maintenance and operation of food service equipment and other duties assigned by the contractor's personnel and maintain records of such training. Documentation of training of inmates is required by Accreditation Standards and this documentation will be forwarded monthly to the Support Services Supervisors.

**Summit has read, understands and agrees to comply with all requirements listed in the Scope of Services in RFP COR 43-23.**



- e. Training of inmates must include safety and sanitation guidelines and be closely followed. All injuries will be reported in writing and reviewed for proper safety guidelines. Contractor will provide a plan to help reduce or prevent re-occurring injuries.
  - f. The contractor will be responsible for full supervision of inmate labor while they are utilized in the food service operation. The contractor will be responsible for the monitoring for destruction of County property by inappropriate and/or misuse of equipment and other property. The contractor shall be responsible for the repairs or replacement of equipment as determined by the County.
  - g. The County cannot guarantee the continuity of inmate labor during emergency situations and the contractor shall provide backup labor on occasion via outside personnel to perform the services normally rendered by inmate labor. The County will seek alternative funding mechanisms during these situations.
6. The contractor shall insure that inmates will be given three substantial, wholesome and nutritious meals daily. Meals must be presented in a clean, presentable style. Not more than 14 hours may lapse between the evening meal and the morning meal. Beverage serving is a powdered drink mix, prepackaged, and placed on the food tray, and the contractor will provide a disposable cup once a day. Hot meals shall be served at least once daily. Seasonal fruits and vegetables shall be included in menu planning. Special consideration must be taken when planning meals for juvenile inmates, pregnant inmates, and other special diets as determined by medical personnel. Juveniles must be provided one healthy snack daily, in addition to three nutritious meals.
  7. The contractor will be required to purchase, to the maximum extent practicable, domestic commodity or product, under the **BUY AMERICAN [7 CFR PART 210.21 and 250.23]**.
    - a. "Domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.
    - b. The contractor shall inform the County if a domestic food is unavailable. Documentation must be shown that consideration was given on the use of a domestic alternative food before approving an exception.
    - c. The contractor shall not substitute commercially-purchased foods for United States Department of Agriculture (USDA) ground beef, ground pork, and processed end products received.
    - d. The County shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of United States origin, and of equal or better quality than the USDA Foods.
    - e. The County reserves the right to review contractor purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. sections 210.21 and 250.23. The contractor shall provide Nutrition Facts labels and any other documentation requested by the County to ensure compliance with United States content requirements.
    - f. The contractor shall provide documentation on the use of non-domestic food when competition reveals the cost of domestic food is significantly higher than non-domestic food.
    - g. The contractor shall provide documentation for the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.
  8. The contractor shall provide a contingency plan for providing food service in the event of lockdowns, strikes, natural disaster, epidemics, riots, fire, power failure or other events such as facility repair or renovations that may impact normal operations. Should the contractor be unable to use our facilities, any site chosen should comply with the **CLEAN AIR AND WATER POLLUTION ACTS [Appendix II to 2 CFR 200]** and all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Summit has read, understands and agrees to comply with all requirements listed in the Scope of Services in RFP COR 43-23.**



9. The contractor shall provide for approval menus that satisfy the recommended dietary allowances of the National Research Council – National Academy of Sciences, and meet the requirements of the USDA
10. The contractor shall provide for menus to be planned for not less than 28 days in advance and certified by a nutritionist. Only USDA inspected and approved meats, poultry, eggs, and dairy may be used. Only seafood handled in accordance with HACCP standards may be used in meal preparation. Proposed 2700 calorie menus shall be compatible with the sample menu attached (Exhibit D) and shall be submitted as part of the response to this Request for Proposals. Contractor menus shall provide for special meals on Christmas, Thanksgiving, and Easter.
11. The contractor shall provide for modified diets to be prepared for inmates when ordered by a physician or designee.
12. The contractor shall retain records of meals served for four years plus the current year.
13. Food may not be withheld nor the standard menu varied, as a disciplinary sanction or as a reward for good behavior or work for an individual inmate.
14. The contractor must provide bag meals to inmates going to court and to offsite work crew inmates. If an inmate going to court or work is a special diet, the bag meal must be made in consideration of the special dietary needs.
15. Contractor shall supply meals for officers at the inmate price per meal, based on one meal per officer per shift, 2 shifts per day, and 365 days per year. Contractor shall provide coffee, filters, sugar, creamer, and artificial sweeteners for staff. Meals will be provided to staff, officers, and other emergency personnel during emergency situations as requested by the Department of Corrections.
16. The contractor shall provide special management meals meeting the minimum daily nutrition requirements and as approved by a physician or qualified medical staff member in place of regular meals in the event an inmate demonstrates disruptive behavior to include: throwing food, beverages, food utensils, food trays or any substance including human waste with food utensils or a tray. Any menu substitution must be approved by a correctional Captain or higher authority.
17. The contractor shall provide inmates additional caloric intake in excess of regular meals if approved by a nutritionist or similarly qualified person, as being reasonably necessary because of work or labor being performed by the inmate.
18. The contractor shall provide religious diets to inmates upon approval of the Chaplain and Food Service Manager.
19. The contractor shall permit inspections of meals, food preparation, storage, food service areas, sanitation practices, transporting vehicles and procedures for accurately counting and claiming meals provided; nothing in this paragraph shall be construed as to relieve the contractor of its independent obligation to provide proper oversight and supervision of its operations or to otherwise comply with State and Federal rules and/or regulations. Such inspections shall be conducted as often as deemed necessary by the Chief Correctional Officer of the Department of Corrections or his designee and corrections made on deficiencies found.
20. The contractor shall insure that food supplies not in preparation are stored in a locked, clean, well ventilated room, which is free from vermin.
21. The contractor shall insure that soaps, detergent, waxes, cleaning compounds, insect and rodent spray and other poisons be kept in a locked storage area separate from food supplies.

**Summit has read, understands and agrees to comply with all requirements listed in the Scope of Services in RFP COR 43-23.**

22. The contractors shall provide for the preparation of pre-plated meals for service on thermal insulated trays in quantities specified by Department staff and placed on carts. The trays for delivery will be clean and free of food on the outside.
23. Department staff shall insure that carts are returned to the food service area in a timely manner. Disposable cutlery will be provided by the contractor.
24. The contractor shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the County and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities.
  - a. The contractor shall insure that all equipment and food service implements are kept clean when not in use, and cleaned promptly following each use.
  - b. The contractor shall place garbage and trash in containers as specified by the County and place them in designated areas.
  - c. The contractor shall clean the kitchen area including, but not limited to, sinks, counters, floors, walls, equipment, tables, chairs, flatware, and utensils.
25. The contractor shall notify Department maintenance or warehouse staff in writing when equipment, structures and fixtures are damaged or otherwise require repair.
26. The contractor shall maintain a procedure to keep an accurate accounting of all culinary equipment, specifically knives, sharps, etc.
27. The contractor shall maintain control of food service items such as mace, nutmeg and raisins, sugar, fruit, etc. that might be used to manufacture contraband beverages.
28. The contractor shall insure that refrigerators are maintained at temperature levels consistent with 63E-11 Florida Administrative Code and are recorded.
29. The contractor shall develop a refrigerator checklist or other form to be used to document refrigerator temperatures and inspections daily. The contractor will provide to the County, on a date and in a form mutually acceptable to the contractor and the County, regular meetings with the District and Site Supervisor to discuss issues and concerns. This provision does not preclude any immediate action required to address problems which would require prompt action or resolutions.
30. The contractor must outline how they will maintain eligibility to receive USDA donated commodity foods, and how they will be used and stored.
  - a. Any USDA Foods received for use by the County and made available to the contractor shall be utilized within the specified Term of this Contract in the County's food service operation for the preparation and service of meals and for other allowable uses in accordance with 7 C.F.R. 250.
  - b. The contractor shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service operation, subject to approval of the County.
  - c. The contractor shall manage all USDA Foods to ensure the foods are utilized in the County's food service. USDA Foods shall not be sold, exchanged or otherwise disposed of without the approval of the USDA.
  - d. The contractor shall utilize all USDA ground beef, ground pork, and processed end products received in the County's food service operation. Commercially purchased foods shall not be substituted for these foods.
  - e. The contractor shall utilize all other USDA Foods, or substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the County, in the County's food service operation.
  - f. The contractor shall credit the County for the full value of all USDA Foods received for use in the County's meal service during the year (including both entitlement and bonus foods) regardless of whether the USDA Foods have been used. If the contractor acts as an intermediary between a processor and the County, the

**Summit has read, understands and agrees to comply with all requirements listed in the Scope of Services in RFP COR 43-23.**



contractor shall credit the County for the value of USDA Foods contained in the processed end products at the USDA processing agreement value, unless the processor is providing such credit directly to the County. The contractor will issue all such credit in full prior to the expiration of each Contract Term.

- g. The contractor will clearly identify USDA food credits on the County's monthly bill/invoice and record these credits on a separate line item entry. Each month, the contractor will also provide a detailed account of all the USDA Food items that were used and the credits issued for any unused USDA Food items.
- h. The current value of USDA Foods is based on the information listed on the County's Web-Based Supply Chain Management (WBSCM) Requisition and by the Requisition Status Report. If not listed, the current market value of USDA Foods will be based on the prices issued by the Florida Department of Agriculture and Consumer Services (FDACS).
- i. The County shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. subparagraph 210.9(b)(2).
- j. At the end of each Contract Term and upon expiration or termination of the Contract, a year-end reconciliation shall be conducted by the County to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the contractor during each Contract Term for use in the County's food service operation.
- k. The County shall verify receipt of USDA Foods shipments through its electronic records or by contacting FDACS or the processor, as applicable.
- l. The contractor must keep separated inventories (both physical and accounting) of USDA Foods and regular purchased food.
- m. The County and contractor must maintain records of receipt of USDA Foods and processed end products, of crediting for the value of USDA Foods, and other records relating to USDA Foods in accordance with 7 C.F.R. section 250.54. All records pertaining to USDA Foods shall be maintained and made available for inspection by the County, FDACS and the USDA for a period of five (5) years plus the current year.
- n. The contractor will comply with the storage and inventory management requirements for USDA Foods in 7 C.F.R. paragraph 250.14(b). USDA ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in the County's food service operation.
- o. The contractor must accept liability for any fault or negligence on its part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the County.
- p. The County and FDACS have and preserve a right to assert claims against other persons to whom USDA Foods are delivered for care, handling or distribution, and will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, USDA Foods.
- q. The County and contractor shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the County and contractor cannot agree on end products, the contractor shall utilize the USDA Foods in the form furnished by the USDA.
- r. The County shall be responsible for contracting with any commercial facility for the processing or repackaging USDA Foods. The contractor shall pay all related processing fees and costs. The County shall not be responsible for any costs associated with processing USDA Foods. Although the contractor may procure processed end products on behalf of the County, the contractor itself shall not enter into any processing agreements with a processor, nor shall the contractor enter into any subcontracts for further processing of USDA Foods. If the contractor procures processed end products on behalf of the County, the contractor will comply with the provisions of the County processing agreement(s) and the requirements in subpart C of 7 C.F.R. 250.
- s. The contractor shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The contractor must submit to the County monthly inventory reports showing all transactions for processed and non-processed USDA Foods. Failure by the contractor to maintain records as required 7 C.F.R. section 250.16 shall be considered prima facie evidence of improper distribution or loss of USDA Foods and the contractor shall be subject to the provisions of § 250.13(e).
- t. The County, FDACS, Comptroller General of the United States, Florida Auditor General, USDA, or any of their duly authorized representatives may perform on-site reviews of the contractor's food service operation at any reasonable time. This includes the inspection and inventory of USDA Foods in storage or the facilities used in the handling or storage of such USDA Foods, and inspection and audit all records, including financial records, and reports pertaining to the distribution of USDA Foods and may review or audit the procedures and methods used in carrying out the requirements of this contract and 7 C.F.R. 250 and 210.

**Summit has read, understands and agrees to comply with all requirements listed in the Scope of Services in RFP COR 43-23.**



- u. The contractor shall return all unused USDA ground beef products, ground pork products, and processed end products to the County upon termination, expiration, or non-renewal of the Contract.
  - v. At the discretion of the County, the contractor may be required to return other unused USDA Foods to the County upon termination, expiration, or non-renewal of the Contract.
  - w. The County shall retain title to all USDA Foods provided to the contractor for use in the County's food service operation.
  - x. USDA Foods or processed end products containing USDA Foods shall not be used outside of the County correctional facility food service operation.
  - y. The FDACS and the USDA are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by the County or the contractor. The County and the contractor have full responsibility for ensuring the terms of the Contract are fulfilled
  - z. The contractor shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following
    - i. The receipt, use, storage, and inventory of USDA donated Foods;
    - ii. Monthly inventory reports showing all transactions for processed and non-processed donated USDA Foods; and
    - iii. Documentation of credits issued to the County for donated USDA Foods received; and
    - iv. Documentation of credits issued to the County for donated USDA Foods owned by the County prior to the contract execution date.
31. The contractor shall be responsible for maintaining an adequate supply of small wares to include serving trays, eating utensils, cooking utensils and other food preparation and delivery supplies.
32. Sanitation of the kitchen facilities (including County equipment and supplies provided for the execution of this contract) will be the responsibility of the contractor, including all financial obligation for cleaning agents and supplies (dishwashing chemicals and dispensing included).
- a. The contractor will operate and care for equipment and food service areas in a clean, safe and healthy condition in accordance with the standards prescribed in this RFP and comply with all applicable federal, state, and local laws, ordinances, regulations, and rules concerning sanitation.
  - b. The County reserves the right to approve (or reject) all such cleaning agents and supplies prior to the contractor using them in the sanitation of the kitchen facilities.
  - c. The County will assume the responsibility of inside cleaning of the ventilation hood system; contractor will provide sanitation of the outside and perimeter of the system.
  - d. The contractor will maintain on-site MSDS records of all chemicals used in the County facilities (a copy of the MSDS records must be provided to the County).
  - e. Dishwashing dispensing and chemicals will be the responsibility of the contractor.
33. The contractor shall provide all consumable supplies and food products required to operate the food service operation including paper and Styrofoam products, gloves, hairnets and cleaning supplies. In accordance with 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
34. The contractor must review existing facilities and include in the proposal a statement that the facilities meet their requirements. If the facilities do not meet their requirements, reasonable discrepancies must be noted and included in the proposal.
35. All contractor employees will complete an orientation consisting of security training for non-certified staff and will comply with all Okaloosa County Department of Corrections security requirements. All contractor employees will accept and comply with all County staff security directives.

**Summit has read, understands and agrees to comply with all requirements listed in the Scope of Services in RFP COR 43-23.**





<b>MEAL TYPE</b>	<b>HHH</b>	<b>HHC</b>	<b>CHC</b>
<b>Inmate meal</b>	<b>1.499</b>	<b>1.478</b>	<b>1.432</b>
<b>Staff meal</b>	<b>1.499</b>	<b>1.478</b>	<b>1.432</b>
<b>Outside Boxed lunch meal (court -sack)</b>	<b>1.499</b>	<b>1.478</b>	<b>1.432</b>
<b>Special Modified Meal (medical needs)</b>	<b>1.499</b>	<b>1.478</b>	<b>1.432</b>
<b>Special Management Meal</b>	<b>Inmate + 1.923</b>	<b>Inmate + 1.923</b>	<b>Inmate + 1.923</b>
<b>Religious meals (Kosher,etc.)</b>	<b>Inmate + 3.402</b>	<b>Inmate + 3.402</b>	<b>Inmate + 3.402</b>

Summit based the fixed price on the 750-inmate population given on page 3, #1 under General.

The stated price reflects the 750 population point on the incremental scale enclosed below. Please note that Summit intends to utilize the scale pricing upon award.

**GENERAL**

1. The Okaloosa County Department of Corrections (Department) serves meals to an average daily population of approximately 750 inmates.
2. The yearly estimate of meals is 821,250.
3. The current contractor employs four cooks and a site supervisor that are supervised by the contractor and the County.
4. The Department requires a three (3) tier meal plan which will give the department three options to choose from. Pricing for each package option to be set as a flat rate (Price Per Meal) per inmate multiplied by the number of meals served. (See below for sample pricing)
  - a. The meal quantities provided are approximate and represent the estimated requirements for the contract period.
  - b. Unit price and extended total prices shall be used only as a basis for evaluation of proposals.
  - c. Actual meal quantity necessary may be more or less than estimates listed in the specification document and the County shall be neither obligated nor limited to any specified amount

**PRICING STRUCTURE**

1. The prices quoted in this request for proposal shall be firm for the first three (3) year, (36) consecutive month period. However, an incremental pricing structure may be acceptable as long as it is structured by inmate population in increments of 50.
2. Prices shall be submitted in the unit of measurement specified on the proposal form, and shall include all overhead costs, profit and any delivery charges.



## Pricing Scale

<b>HOT, HOT, HOT MEAL PRICE MATRIX</b>			
<b>Inmate Population</b>			<b>Price per Meal</b>
	<	250	TBN
250	-	299	\$2.706
300	-	349	\$2.400
350	-	399	\$2.183
400	-	449	\$2.022
450	-	499	\$1.897
500	-	549	\$1.797
550	-	599	\$1.715
600	-	649	\$1.648
650	-	699	\$1.590
700	-	749	\$1.541
750	-	799	\$1.499
800	-	849	\$1.478
850	-	899	\$1.462
900	-	949	\$1.449
950	-	999	\$1.439
1000	-	1049	\$1.433
1050	-	1099	\$1.429
1100	-	1149	\$1.428
1150	-	1199	\$1.431
1200	-	1249	\$1.437
1250	+		\$1.447
Kosher Pre-Pkg*			+\$3.402
RDP*			+\$1.923
*Inmate Meal Price plus adder			

**Above scale to be applied to aggregate of following meal types requested: Inmate, Staff, Boxed Lunch, Special Modified, Special Management, Religious. Scale determination is calculated by taking the total number of meals (as described above) ordered or served whichever is greater in a seven day period and dividing by 21.**



## Pricing Scale

<b>HOT, HOT, COLD MEAL PRICE MATRIX</b>			
<b>Inmate Population</b>			<b>Price per Meal</b>
	<	250	TBN
250	-	299	\$2.664
300	-	349	\$2.363
350	-	399	\$2.150
400	-	449	\$1.991
450	-	499	\$1.868
500	-	549	\$1.770
550	-	599	\$1.690
600	-	649	\$1.624
650	-	699	\$1.568
700	-	749	\$1.520
750	-	799	\$1.478
800	-	849	\$1.458
850	-	899	\$1.442
900	-	949	\$1.429
950	-	999	\$1.420
1000	-	1049	\$1.413
1050	-	1099	\$1.410
1100	-	1149	\$1.409
1150	-	1199	\$1.412
1200	-	1249	\$1.418
1250	+		\$1.428
Kosher Pre-Pkg*			+\$3.402
RDP*			+\$1.923
*Inmate Meal Price plus adder			

**Above scale to be applied to aggregate of following meal types requested: Inmate, Staff, Boxed Lunch, Special Modified, Special Management, Religious. Scale determination is calculated by taking the total number of meals (as described above) ordered or served whichever is greater in a seven day period and dividing by 21.**



## Pricing Scale

<b>COLD, HOT, COLD MEAL PRICE MATRIX</b>			
<b>Inmate Population</b>			<b>Price per Meal</b>
	<	250	TBN
250	-	299	\$2.566
300	-	349	\$2.279
350	-	399	\$2.075
400	-	449	\$1.923
450	-	499	\$1.806
500	-	549	\$1.712
550	-	599	\$1.635
600	-	649	\$1.572
650	-	699	\$1.518
700	-	749	\$1.472
750	-	799	\$1.432
800	-	849	\$1.413
850	-	899	\$1.398
900	-	949	\$1.386
950	-	999	\$1.378
1000	-	1049	\$1.372
1050	-	1099	\$1.369
1100	-	1149	\$1.369
1150	-	1199	\$1.372
1200	-	1249	\$1.379
1250	+		\$1.389
Kosher Pre-Pkg*			+\$3.402
RDP*			+\$1.923
*Inmate Meal Price plus adder			

**Above scale to be applied to aggregate of following meal types requested: Inmate, Staff, Boxed Lunch, Special Modified, Special Management, Religious. Scale determination is calculated by taking the total number of meals (as described above) ordered or served whichever is greater in a seven day period and dividing by 21.**



## **Standard Contract Language**

### **Annual Price Increase**

The pricing we have proposed for your program will be honored without request for adjustment until one year after signature of the initial contract. Price adjustments always require a mutual agreement.

### **Change in Conditions**

The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges.

### **Future Pricing**

Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of: the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home or the changes in the Market Basket of Products. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment. On the anniversary date, Company proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.

### **Material Adverse Change**

This proposal is based upon conditions stated in the Okaloosa RFP and Summit Food Service, LLC (Summit) reserves the right to renegotiate pricing or menu, if necessary, in the case of major change in detainee population, availability of detainee labor, scope of services or other changes beyond Summit's control. This includes any drastic increases in food, fuel, equipment, utilities, or supply costs which may warrant menu changes/substitutions or a price per meal adjustment.

# Sample Alternative Menus & Bids (Pricing)

## Statement of Nutritional Adequacy for Inmate Menu



### NUTRITIONAL COMPLIANCE STATEMENT

The enclosed four-week menu cycles for Okaloosa County meet the menu planning guidelines for the American Correctional Association and the National Academy of Science, Food and Nutrition Board.

The proposed menu cycles provide 2700 calories per day and meet the Recommended Dietary Allowances (RDA) and Dietary Reference Intakes (DRI) requirements for the adult mixed population, age 19-50.

All entree portions purchased fully cooked are within manufacturer tolerance specifications and weight measurements listed are prior to reheating. Casseroles and combination recipes made from scratch are based upon approximate cooked weight measurements. Weights on desserts are prior to baking.

The stamp is a rectangular box containing the following information:  
- Top left: RD Registered Dietitian\*  
- Top middle: RDN Registered Dietitian Nutritionist\*  
- Top right: Commission on Dietetic Registration, the credentialing agency for the Academy of Nutrition and Dietetics  
- Center: CDR certifies that **Paige Bloch** has successfully completed requirements for dietetic registration.  
- Bottom left: Signature of Paige Bloch MS, RD, Registration I.D. Number **86091543**, Registration Payment Period 9/01/22 - 8/31/23  
- Bottom right: Signature of Christina Rollins, MBA, MS, RDN, LDN, FAND, CNSC, Chair, Commission on Dietetic Registration  
- A 'PDF Copy' logo is also present.

*Paige Bloch MS, RD, LDN*  
Paige Bloch, MS, RD, LDN  
Summit Dietitian

7/14/2023  
Date

\*Deficient nutrients limited by incomplete nutrient database information available.



**Summit: Corrections      Proposal FL- Okaloosa County HHH      Regular      Week 1**

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Breakfast</b>						
Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup
Breakfast Patty 1 oz	Baked T.Bologna 2 oz	Oven Browned Potatoes 1/2 cup	Scrambled Eggs 1/3 cup	Breakfast Patty 1 oz	Baked T.Ham 2 oz	Oven Browned Potatoes 1/2 cup
Hashbrowns 1/2 cup	Coffee Cake 1/48 cut	Sausage Gravy 8 oz	Sauteed Peppers & Onions 1/2 cup	Home Fried Potato 1/2 cup	Oatmeal Breakfast Cake 1/48 cut	Potatoes 8 oz
Pancake Bake 1/48 cut	Jelly 1 Tbsp	Biscuit 2 1/48 cut	Int. Shredded Cheddar Cheese 1 oz	Pancake Bake 1/48 cut	Jelly 1 Tbsp	Sausage Gravy 8 oz
Syrup 1 fl oz	Fortified Flavored Beverage PC 1 each	Jelly 1 Tbsp	Tortilla Flour 2 each	Syrup 1 fl oz	Fortified Flavored Beverage PC 1 each	Biscuit 2 1/48 cut
Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each	Taco Sauce PC 2 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Jelly 1 Tbsp
			Fortified Flavored Beverage PC 1 each			Fortified Flavored Beverage PC 1 each
<b>Lunch</b>						
Baked T.Bologna 3 oz	Chuckwagon 1 each	Italian Meat Sauce 1/2 cup	Turkey Pot Pie 8 oz	Chili 8 oz	Turkey Fried Rice 8 oz	Baked T.Ham 3 oz
Poultry Gravy 2 fl oz	Brown Gravy 2 fl oz	Spaghetti Noodles 1 cup	Biscuit Buttered 1/48 cut	Fluffy Rice 1 cup	Seasoned Corn 1/2 cup	Red Beans & Rice 1 cup
Mashed Potatoes 1 cup	Fluffy Rice 1 cup	Seasoned Carrots 1/2 cup	Parsley Potatoes 1 cup	Seasoned Mixed Vegetables 1/2 cup	Buttered Dinner Roll 2 oz	Seasoned Broccoli 1/2 cup
Seasoned Green Beans 1/2 cup	Seasoned Peas 1/2 cup	Garlic Dinner Roll 2 oz	Seasoned Corn 1/2 cup	Buttered Cornbread 1/48 cut	Frosted Cake 1/48 cut	Buttered Cornbread 1/48 cut
Buttered Cornbread 1/48 cut	Buttered Cornbread 1/48 cut	Cookie 2 oz	Frosted Bar 1/48 cut	Dessert Bar 1/48 cut	Fortified Flavored Beverage PC 1 each	Frosted Cake 1/48 cut
Cookie 2 oz	Frosted Cake 1/48 cut	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each
Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each					Fortified Flavored Beverage PC 1 each
<b>Dinner</b>						
Sloppy Joes 3.2 oz	Turkey & Scalloped Potatoes 8 oz	Breaded Chicken Patty 1 each	Macaroni & Cheese w/franks 8 oz	Charbroil Patty 1 each	Meatballs 5 each	Turkey Tetrzini 8 oz
Hamburger Bun 1 each	Seasoned Mixed Vegetables 1/2 cup	Bread 2 slices	Baked Beans 1/2 cup	Cheese Slice Imitation 1 slice	Tomato Gravy 2 oz	Seasoned Peas & Carrots 1/2 cup
Macaroni Salad 1 cup	Buttered Biscuit 1/48 cut	Seasoned Beans 1/2 cup	Buttered Cornbread 1/48 cut	Hamburger Bun 1 each	Buttered Mashed Potatoes 1 cup	Buttered Dinner Roll 2 oz
Seasoned Carrots 1/2 cup	Frosted Bar 1/48 cut	Seasoned Broccoli 1/2 cup	Cookie 2 oz	Cajun Potatoes 1 cup	Candied Carrots 2/3 cup	Dessert Bar 1/48 cut
Frosted Cake 1/48 cut	Fortified Flavored Beverage PC 1 each	Ketchup PC 1 each	Fortified Flavored Beverage PC 1 each	Seasoned Broccoli 1/2 cup	Buttered Cornbread 1/48 cut	Fortified Flavored Beverage PC 1 each
Fortified Flavored Beverage PC 1 each		Frosted Cake 1/48 cut		Ketchup PC 1 each	Frosted Bar 1/48 cut	
		Fortified Flavored Beverage PC 1 each		Mustard PC 1 each	Fortified Flavored Beverage PC 1 each	
				Frosted Cake 1/48 cut		
				Fortified Flavored Beverage PC 1 each		



Dietary Consultant Pring, Black, MS, RD, LDN Approval Date 7/14/2023



Summit: Corrections Proposal FL- Okaloosa County HHH Regular Week 2

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Breakfast</b>						
Hot Cereal w/Butter & Sugar 1 1/2 cup Breakfast Patty 1 oz Hashbrowns 1/2 cup Pancake Bake 1/48 cut Syrup 1 fl oz Fortified Flavored Beverage PC 1 each	Hot Cereal w/Butter & Sugar 1 1/2 cup Baked T.Bologna 2 oz Coffee Cake 1/48 cut Jelly 1 Tbsp Fortified Flavored Beverage PC 1 each	Hot Cereal w/Butter & Sugar 1 1/2 cup Oven Browned Potatoes 1/2 cup Sausage Gravy 8 oz Biscuit 2 1/48 cut Jelly 1 Tbsp Fortified Flavored Beverage PC 1 each	Hot Cereal w/Butter & Sugar 1 1/2 cup Scrambled Eggs 1/3 cup Sauteed Peppers & Onions 1/2 cup lmt. Shredded Cheddar Cheese 1 oz Tortilla Flour 2 each Taco Sauce PC 2 each Fortified Flavored Beverage PC 1 each	Hot Cereal w/Butter & Sugar 1 1/2 cup Breakfast Patty 1 oz Home Fried Potato 1/2 cup Pancake Bake 1/48 cut Syrup 1 fl oz Fortified Flavored Beverage PC 1 each	Hot Cereal w/Butter & Sugar 1 1/2 cup Baked T.Ham 2 oz Oatmeal Breakfast Cake 1/48 cut Jelly 1 Tbsp Fortified Flavored Beverage PC 1 each	Hot Cereal w/Butter & Sugar 1 1/2 cup Oven Browned Potatoes 1/2 cup Sausage Gravy 8 oz Biscuit 2 1/48 cut Jelly 1 Tbsp Fortified Flavored Beverage PC 1 each
<b>Lunch</b>						
Hearty Meat Gravy 8 oz Mashed Potatoes 1 cup Seasoned Corn 1/2 cup Buttered Cornbread 1/48 cut Cookie 2 oz Fortified Flavored Beverage PC 1 each	Mexican Pie 8 oz Buttered Cornbread 2 1/48 cut Lettuce Salad 1/2 cup Ranch Dressing PC 1 each Seasoned Green Beans 1/2 cup Frosted Bar 1/48 cut Fortified Flavored Beverage PC 1 each	Charbroil Patty 1 each Hamburger Bun 1 each Baked Beans 1/2 cup Seasoned Carrots 1/2 cup Ketchup PC 1 each Dessert Bar 1/48 cut Fortified Flavored Beverage PC 1 each	Italian Pasta Bake 8 oz Seasoned Corn 1/2 cup Biscuit Buttered 1/48 cut Frosted Bar 1/48 cut Fortified Flavored Beverage PC 1 each	Hot Dog 2 each Bread 2 slices Home Fried Potato 1 cup BBQ Beans 1 cup Ketchup PC 2 each Dessert Bar 1/48 cut Fortified Flavored Beverage PC 1 each	Italian Meat Sauce 1/2 cup Spaghetti Noodles 1 cup Seasoned Peas & Carrots 1/2 cup Garlic Dinner Roll 2 oz Frosted Bar 1/48 cut Fortified Flavored Beverage PC 1 each	Turkey Noodle Casserole 8 oz Seasoned Green Beans 1/2 cup Buttered Cornbread 1/48 cut Cookie 2 oz Fortified Flavored Beverage PC 1 each
<b>Dinner</b>						
BBQ Chicken Patty 1 each Bread 2 slices Italian Pasta Salad 1 cup Seasoned Broccoli 1/2 cup Frosted Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Turkey Spaghetti 8 oz Seasoned Carrots 1/2 cup Buttered Dinner Roll 2 oz Frosted Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Turkey Jambalaya 8 oz Seasoned Mixed Vegetables 1/2 cup Buttered Cornbread 1/48 cut Cookie 2 oz Fortified Flavored Beverage PC 1 each	Swedish Meatballs 5 each Mashed Potatoes 1 cup Seasoned Broccoli 1/2 cup Buttered Cornbread 1/48 cut Frosted Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Turkey Cheesy Rice 8 oz Seasoned Green Beans 1/2 cup Biscuit Buttered 1/48 cut Frosted Cake 1/48 cut Fortified Flavored Beverage PC 1 each	T. Ham & Scalloped Potatoes 8 oz Seasoned Corn 1/2 cup Buttered Cornbread 1/48 cut Frosted Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Taco Meat 3.2 oz Cheese Sauce 1 oz Tortilla Chips 1 oz Spanish Rice 1/2 cup Refried Beans 1/2 cup Taco Sauce PC 1 each Frosted Cake 1/48 cut Fortified Flavored Beverage PC 1 each

Dietary Consultant Prigge Bloch MS, RD, LDN

Approval Date 7/14/2023





Summit: Corrections Proposal FL- Okaloosa County HHH Regular Week 3

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Breakfast</b>						
Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup
Breakfast Patty 1 oz	Baked T.Bologna 2 oz	Oven Browned Potatoes 1/2 cup	Scrambled Eggs 1/3 cup	Breakfast Patty 1 oz	Baked T.Ham 2 oz	Oven Browned Potatoes 1/2 cup
Hashbrowns 1/2 cup	Coffee Cake 1/48 cut	Sausage Gravy 8 oz	Sauteed Peppers & Onions 1/2 cup	Home Fried Potato 1/2 cup	Oatmeal Breakfast Cake 1/48 cut	Potatoes Sausage Gravy 8 oz
Pancake Bake 1/48 cut	Jelly 1 Tbsp	Biscuit 2 1/48 cut	Int. Shredded Cheddar Cheese 1 oz	Pancake Bake 1/48 cut	Jelly 1 Tbsp	Biscuit 2 1/48 cut
Syrup 1 fl oz	Fortified Flavored Beverage PC 1 each	Jelly 1 Tbsp	Tortilla Flour 2 each	Syrup 1 fl oz	Fortified Flavored Beverage PC 1 each	Jelly 1 Tbsp
Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each	Taco Sauce PC 2 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each
			Fortified Flavored Beverage PC 1 each			
<b>Lunch</b>						
Cheeseburger 8 oz	Meatballs 5 each	Italian Pasta Bake 8 oz	Turkey Fried Rice 8 oz	Chuckwagon 1 each	Italian Meat Sauce 1/2 cup	Turkey Stew 8 oz
Macaroni 1 cup	Brown Gravy 2 fl oz	Seasoned Carrots 1/2 cup	Seasoned Mixed Vegetables 1/2 cup	Country Gravy 2 oz	Spaghetti Noodles 1 cup	Fluffy Rice 1 cup
Coleslaw 3/4 cup	Macaroni Noodles 1 cup	Buttered Cornbread 1/48 cut	Buttered Cornbread 1/48 cut	Mashed Potatoes 1 cup	Seasoned Green Beans 1/2 cup	Seasoned Green Beans 1/2 cup
Biscuit Buttered 1/48 cut	Seasoned Broccoli 1/2 cup	Frosted Cake 1/48 cut	Frosted Bar 1/48 cut	Seasoned Broccoli 1/2 cup	Garlic Dinner Roll 2 oz	Buttered Cornbread 1/48 cut
Frosted Bar 1/48 cut	Biscuit Buttered 1/48 cut	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Biscuit Buttered 1/48 cut	Frosted Cake 1/48 cut	Dessert Bar 1/48 cut
Fortified Flavored Beverage PC 1 each	Frosted Bar 1/48 cut			Frosted Cake 1/48 cut	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each
	Fortified Flavored Beverage PC 1 each			Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each
<b>Dinner</b>						
Baked T.Bologna 3 oz	Sausage Jambalaya 8 oz	Breaded Chicken Patty 1 each	Chili 8 oz	Macaroni & Cheese w/franks 8 oz	Turkey & Scalloped Potatoes 8 oz	Charbroil Patty 1 each
Brown Gravy 2 fl oz	Seasoned Corn 1/2 cup	Bread 2 slices	Potato Salad 1 cup	BBQ Beans 3/4 cup	Seasoned Carrots 1/2 cup	Cheese Slice Imitation 1 slice
Mashed Potatoes 1 cup	Buttered Dinner Roll 2 oz	Baked Beans 1/2 cup	Biscuit Buttered 1/48 cut	Buttered Cornbread 1/48 cut	Buttered Cornbread 1/48 cut	Hamburger Bun 1 each
Seasoned Green Beans 1/2 cup	Frosted Cake 1/48 cut	Coleslaw 1/2 cup	Frosted Cake 1/48 cut	Dessert Bar 1/48 cut	Frosted Bar 1/48 cut	Tortilla Chips 1 oz
Buttered Cornbread 1/48 cut	Fortified Flavored Beverage PC 1 each	Ketchup PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Ranch Beans 1/2 cup
Frosted Cake 1/48 cut		Dessert Bar 1/48 cut				Ketchup PC 1 each
Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each				Frosted Cake 1/48 cut
						Fortified Flavored Beverage PC 1 each

Dietary Consultant Prigge, B. Beth, MS, RD, LDN Approval Date 7/14/2023



Summit: Corrections Proposal FL- Okaloosa County HHH Regular Week 4

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Breakfast</b>						
Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup	Hot Cereal wButter & Sugar 1 1/2 cup
Breakfast Patty 1 oz	Baked T.Bologna 2 oz	Oven Browned Potatoes 1/2 cup	Scrambled Eggs 1/3 cup	Breakfast Patty 1 oz	Baked T.Ham 2 oz	Oven Browned Potatoes 1/2 cup
Hashbrowns 1/2 cup	Coffee Cake 1/48 cut	Sausage Gravy 8 oz	Sauteed Peppers & Onions 1/2 cup	Home Fried Potato 1/2 cup	Oatmeal Breakfast Cake 1/48 cut	Potatoes Sausage Gravy 8 oz
Pancake Bake 1/48 cut	Jelly 1 Tbsp	Biscuit 2 1/48 cut	lmt. Shredded Cheddar Cheese 1 oz	Pancake Bake 1/48 cut	Jelly 1 Tbsp	Biscuit 2 1/48 cut
Syrup 1 fl oz	Fortified Flavored Beverage PC 1 each	Jelly 1 Tbsp	Tortilla Flour 2 each	Syrup 1 fl oz	Fortified Flavored Beverage PC 1 each	Jelly 1 Tbsp
Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each	Taco Sauce PC 2 each	Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each
			Fortified Flavored Beverage PC 1 each			
<b>Lunch</b>						
Turkey Pot Pie 8 oz	Breaded Chicken Patty 1 each	Turkey Spaghetti 8 oz	Shepherd's Pie 8 oz	Hot Dog 2 each	Turkey Chow Mein 8 oz	Cheeseburger 8 oz
Biscuit Buttered 1/48 cut	Poultry Gravy 2 fl oz	Seasoned Green Beans 1/2 cup	Seasoned Corn 1/2 cup	Bread 2 slices	Fluffy Rice 1 cup	Macaroni 1 cup
Mashed Potatoes 1 cup	Mashed Potatoes 1 cup	Buttered Dinner Roll 2 oz	Buttered Cornbread 1/48 cut	Baked Beans 1 cup	Seasoned Corn 1/2 cup	Seasoned Beans 1/2 cup
Seasoned Peas 2/3 cup	Seasoned Mixed Vegetables 1/2 cup	Cookie 2 oz	Dessert Bar 1/48 cut	Seasoned Broccoli 1/2 cup	Buttered Dinner Roll 2 oz	Buttered Cornbread 1/48 cut
Frosted Bar 1/48 cut	Biscuit Buttered 1/48 cut	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Ketchup PC 1 each	Frosted Cake 1/48 cut	Dessert Bar 1/48 cut
Fortified Flavored Beverage PC 1 each	Dessert Bar 1/48 cut			Frosted Cake 1/48 cut	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each
	Fortified Flavored Beverage PC 1 each			Fortified Flavored Beverage PC 1 each		
<b>Dinner</b>						
Sloppy Joes 3.2 oz	Meat & Mac Casserole 8 oz	Beans & Franks 8 oz	Taco Casserole 1 cup	Turkey & Noodle Casserole 8 oz	Meatballs 5 each	Charbroil Patty 1 each
Hamburger Bun 1 each	Seasoned Corn 1/2 cup	Fluffy Rice 1 cup	Fluffy Rice 1 cup	Seasoned Mixed Vegetables 1/2 cup	Brown Gravy 2 fl oz	Hamburger Bun 1 each
Italian Pasta Salad 1 cup	Garlic Dinner Roll 2 oz	Seasoned Carrots 1/2 cup	Seasoned Carrots 1/2 cup	Buttered Cornbread 1/48 cut	Rotini Noodles 1 cup	Tortilla Chips 1 oz
Seasoned Broccoli 1/2 cup	Frosted Cake 1/48 cut	Buttered Cornbread 1/48 cut	Biscuit Buttered 1/48 cut	Buttered Cornbread 1/48 cut	Seasoned Broccoli 1/2 cup	Seasoned Carrots 1/2 cup
Ketchup PC 1 each	Fortified Flavored Beverage PC 1 each	Frosted Cake 1/48 cut	Frosted Cake 1/48 cut	Frosted Bar 1/48 cut	Buttered Cornbread 1/48 cut	Ketchup PC 1 each
Frosted Cake 1/48 cut		Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Cookie 2 oz	Cookie 2 oz
Fortified Flavored Beverage PC 1 each					Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each

Dietary Consultant Paige Bloch, MS, RD, LDN

Approval Date 7/14/2023

Summit: Corrections		Proposal FL- Okaloosa County HHC				Regular		Week 1	
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday
<b>Breakfast</b>									
Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup
Breakfast Patty 1 oz	Baked T.Bologna 2 oz	Oven Browned Potatoes 8 oz	Scrambled Eggs 1/3 cup	Sauteed Peppers & Onions 1 oz	Breakfast Patty 1 oz	Baked T.Ham 2 oz	Oven Browned Potatoes 8 oz	Scrambled Eggs 1/3 cup	Sauteed Peppers & Onions 1 oz
Hashbrowns 1/2 cup	Coffee Cake 1/40 cut	Potatoes 8 oz	Sauteed Peppers & Onions 1/2 cup	Home Fried Potato 1/2 cup	Hashbrowns 1/2 cup	Coffee Cake 1/40 cut	Potatoes 8 oz	Sauteed Peppers & Onions 1/2 cup	Home Fried Potato 1/2 cup
Pancake Bake 1/40 cut	Jelly 1 Tbsp	Biscuit 2 1/40 cut	imt. Shredded Cheddar Cheese 1 oz	Pancake Bake 1/40 cut	Pancake Bake 1/40 cut	Jelly 1 Tbsp	Biscuit 2 1/40 cut	imt. Shredded Cheddar Cheese 1 oz	Pancake Bake 1/40 cut
Syrup 1 fl oz	Fortified Flavored Beverage PC 1 each	Jelly 1 Tbsp	Tortilla Flour 2 each	Syrup 1 fl oz	Syrup 1 fl oz	Fortified Flavored Beverage PC 1 each	Jelly 1 Tbsp	Tortilla Flour 2 each	Syrup 1 fl oz
Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each	Taco Sauce PC 2 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each	Taco Sauce PC 2 each	Fortified Flavored Beverage PC 1 each
			Fortified Flavored Beverage PC 1 each					Fortified Flavored Beverage PC 1 each	
<b>Lunch</b>									
Baked T.Bologna 3 oz	Chuckwagon 1 each	Italian Meat Sauce 1/2 cup	Turkey Pot Pie 8 oz	Chili 8 oz	Turkey Fried Rice 8 oz	Baked T.Ham 3 oz	Chuckwagon 1 each	Italian Meat Sauce 1/2 cup	Turkey Pot Pie 8 oz
Poultry Gravy 2 fl oz	Brown Gravy 2 fl oz	Spaghetti Noodles 1 cup	Biscuit Buttered 2 1/40 cut	Fluffy Rice 1 cup	Seasoned Corn 1/2 cup	Red Beans & Rice 1 cup	Brown Gravy 2 fl oz	Spaghetti Noodles 1 cup	Biscuit Buttered 2 1/40 cut
Mashed Potatoes 1 cup	Fluffy Rice 1 cup	Seasoned Carrots 1/2 cup	Parsley Potatoes 1 Cup	Seasoned Mixed Vegetables 1/2 cup	Coleslaw 1/2 cup	Seasoned Broccoli 1/2 cup	Fluffy Rice 1 cup	Seasoned Carrots 1/2 cup	Parsley Potatoes 1 Cup
Seasoned Green Beans 1/2 cup	Seasoned Beans 1 cup	Garlic Dinner Roll 2 oz	Seasoned Beans 1/2 cup	Buttered Cornbread 1/40 cut	Biscuit Buttered 1/40 cut	Buttered Cornbread 1/40 cut	Seasoned Beans 1 cup	Garlic Dinner Roll 2 oz	Seasoned Beans 1/2 cup
Buttered Cornbread 1/40 cut	Buttered Cornbread 1/40 cut	Frosted Cake 1/40 cut	Frosted Cake 1/40 cut	Frosted Cake 1/40 cut	Frosted Cake 1/40 cut	Frosted Cake 1/40 cut	Buttered Cornbread 1/40 cut	Frosted Cake 1/40 cut	Frosted Cake 1/40 cut
Frosted Cake 1/40 cut	Frosted Cake 1/40 cut	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each
Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each						Fortified Flavored Beverage PC 1 each		
<b>Dinner</b>									
Peanut Butter 2 oz	Turkey Bologna 2 oz	Peanut Butter 2 oz	Turkey Ham 2 oz	Peanut Butter 2 oz	Turkey Salami 2 oz	Peanut Butter 2 oz	Turkey Bologna 2 oz	Peanut Butter 2 oz	Turkey Ham 2 oz
Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices
Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices
Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut	Sandwich Salad 2 each
Fortified Flavored Beverage PC 1 each	Dressing PC 1 each	Fortified Flavored Beverage PC 1 each	Dressing PC 1 each	Fortified Flavored Beverage PC 1 each	Dressing PC 1 each	Fortified Flavored Beverage PC 1 each	Dressing PC 1 each	Fortified Flavored Beverage PC 1 each	Dressing PC 1 each
	Dessert Bar 1/40 cut		Dessert Bar 1/40 cut		Dessert Bar 1/40 cut		Dessert Bar 1/40 cut		Dessert Bar 1/40 cut
	Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each

Dietary Consultant Prige Bloch MS, RD, LDN Approval Date 7/14/2023



Summit: Corrections

Proposal FL- Okaloosa County HHC

Regular

Week 2

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Breakfast</b>						
Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup
Breakfast Patty 1 oz	Baked T.Bologna 2 oz	Oven Browned Potatoes 8 oz	Scrambled Eggs 1/3 cup	Breakfast Patty 1 oz	Baked T.Ham 2 oz	Oven Browned Potatoes 8 oz
Hashbrowns 1/2 cup	Coffee Cake 1/40 cut	Sausage Gravy 8 oz	Sauteed Peppers & Onions 1/2 cup	Home Fried Potato 1/2 cup	Oatmeal Breakfast Cake 1/40 cut	Sausage Gravy 8 oz
Pancake Bake 1/40 cut	Jelly 1 Tbsp	Biscuit 2 1/40 cut	lmt. Shredded Cheddar Cheese 1 oz	Pancake Bake 1/40 cut	Jelly 1 Tbsp	Biscuit 2 1/40 cut
Syrup 1 fl oz	Fortified Flavored Beverage PC 1 each	Jelly 1 Tbsp	Tortilla Flour 2 each	Syrup 1 fl oz	Fortified Flavored Beverage PC 1 each	Jelly 1 Tbsp
Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each	Taco Sauce PC 2 each	Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each
			Fortified Flavored Beverage PC 1 each			
<b>Lunch</b>						
Hearty Meat Gravy 8 oz	Charbroil Patty 1 each	Turkey Jambalaya 8 oz	Italian Pasta Bake 8 oz	Hot Dog 2 each	Mexican Pie 8 oz	Turkey Noodle Casserole 8 oz
Mashed Potatoes 1 cup	Hamburger Bun 1 each	Seasoned Peas & Carrots 1/2 cup	Seasoned Corn 2/3 cup	Bread 2 slices	Buttered Cornbread 2 1/40 cut	Seasoned Green Beans 1/2 cup
Seasoned Corn 1/2 cup	Beans Baked 1 cup	Biscuit Buttered 1/40 cut	Coleslaw 1 cup	Home Fried Potato 1 cup	Lettuce Salad 1/2 cup	Buttered Cornbread 1/40 cut
Buttered Cornbread 1/40 cut	Seasoned Carrots 1/2 cup	Frosted Cake 1/40 cut	Biscuit Buttered 1/40 cut	BBQ Beans 1 cup	Ranch Dressing PC 1 each	Frosted Cake 1/40 cut
Frosted Cake 1/40 cut	Ketchup PC 1 each	Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut	Ketchup PC 2 each	Seasoned Green Beans 1/2 cup	Fortified Flavored Beverage PC 1 each
Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut		Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut	Frosted Cake 1/40 cut	
	Fortified Flavored Beverage PC 1 each			Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	
<b>Dinner</b>						
Peanut Butter 2 oz	Turkey Bologna 2 oz	Peanut Butter 2 oz	Turkey Ham 2 oz	Peanut Butter 2 oz	Turkey Salami 2 oz	Peanut Butter 2 oz
Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz
Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices
Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut
Fortified Flavored Beverage PC 1 each	Dressing PC 1 each	Fortified Flavored Beverage PC 1 each	Dressing PC 1 each	Fortified Flavored Beverage PC 1 each	Dressing PC 1 each	Fortified Flavored Beverage PC 1 each
	Dessert Bar 1/40 cut		Dessert Bar 1/40 cut		Dessert Bar 1/40 cut	
	Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each	

Dietary Consultant Prige Bloch MS, RD, LDN Approval Date 7/14/2023



Summit: Corrections

Proposal FL- Okaloosa County HHC

Regular

Week 3

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Breakfast</b>						
Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup
Breakfast Patty 1 oz	Baked T.Bologna 2 oz	Oven Browned Potatoes 1/2 cup	Scrambled Eggs 1/3 cup	Breakfast Patty 1 oz	Baked T.Ham 2 oz	Oven Browned Potatoes 1/2 cup
Hashbrowns 1/2 cup	Coffee Cake 1/40 cut	Sausage Gravy 8 oz	Sauteed Peppers & Onions 1/2 cup	Home Fried Potato 1/2 cup	Oatmeal Breakfast Cake 1/40 cut	Sausage Gravy 8 oz
Pancake Bake 1/40 cut	Jelly 1 Tbsp	Biscuit 2 1/40 cut	lmt. Shredded Cheddar Cheese 1 oz	Pancake Bake 1/40 cut	Jelly 1 Tbsp	Biscuit 2 1/40 cut
Syrup 1 fl oz	Fortified Flavored Beverage PC 1 each	Jelly 1 Tbsp	Tortilla Flour 2 each	Syrup 1 fl oz	Fortified Flavored Beverage PC 1 each	Jelly 1 Tbsp
Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each	Taco Sauce PC 2 each	Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each
<b>Lunch</b>						
Cheeseburger 8 oz	Meatballs 5 each	Turkey a la King 8 oz	BBQ Chicken Patty 1 each	Turkey Stew 8 oz	Chuckwagon 1 each	Taco Meat 3.2 oz
Macaroni 1 cup	Brown Gravy 2 fl oz	Fluffy Rice 1 cup	Hamburger Bun 1 each	Rotini Noodles 1 cup	Country Gravy 2 oz	Cheese Sauce 1 oz
Seasoned Beans 1 cup	Macaroni Noodles 1 cup	Seasoned Carrots 1/2 cup	Cajun Potatoes 1 cup	Seasoned Carrots 1/2 cup	Mashed Potatoes 1 cup	Tortilla Chips 1 oz
Biscuit Buttered 1/40 cut	Seasoned Broccoli 1/2 cup	Buttered Cornbread 1/40 cut	Beans Baked 1 cup	Buttered Cornbread 1/40 cut	Seasoned Broccoli 1/2 cup	Mexican Rice 1/2 cup
Frosted Cake 1/40 cut	Biscuit Buttered 1/40 cut	Frosted Cake 1/40 cut	Ketchup PC 1 each	Frosted Cake 1/40 cut	Biscuit Buttered 1/40 cut	Refried Beans 1/2 cup
Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut	Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut	Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut	Frosted Cake 1/40 cut
	Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each
<b>Dinner</b>						
Peanut Butter 2 oz	Turkey Bologna 2 oz	Peanut Butter 2 oz	Turkey Ham 2 oz	Peanut Butter 2 oz	Turkey Salami 2 oz	Peanut Butter 2 oz
Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz
Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices
Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut
Fortified Flavored Beverage PC 1 each	Dressing PC 1 each	Fortified Flavored Beverage PC 1 each	Dressing PC 1 each	Fortified Flavored Beverage PC 1 each	Dressing PC 1 each	Fortified Flavored Beverage PC 1 each
	Dessert Bar 1/40 cut		Dessert Bar 1/40 cut		Dessert Bar 1/40 cut	
	Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each	

Dietary Consultant Paige Block MS, RD, LDN

Approval Date 7/14/2023



Summit: Corrections

Proposal FL- Okaloosa County HHC

Regular

Week 4

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Breakfast</b>						
Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup	Hot Cereal wButter & Sugar 1 1/4 cup
Breakfast Patty 1 oz	Baked T.Bologna 2 oz	Oven Browned Potatoes 8 oz	Scrambled Eggs 1/3 cup	Breakfast Patty 1 oz	Baked T.Ham 2 oz	Oven Browned Potatoes 8 oz
Hashbrowns 1/2 cup	Coffee Cake 1/40 cut	Sausage Gravy 1 Tbsp	Sauteed Peppers & Onions 1 oz	Home Fried Potato 1/2 cup	Oatmeal Breakfast Cake 1 Tbsp	Sausage Gravy 1 Tbsp
Pancake Bake 1/40 cut	Jelly 1 Tbsp	Biscuit 2 1/40 cut	Imt. Shredded Cheddar Cheese 1 oz	Pancake Bake 1/40 cut	Jelly 1 Tbsp	Biscuit 2 1/40 cut
Syrup 1 fl oz	Fortified Flavored Beverage PC 1 each	Jelly 1 Tbsp	Tortilla Flour 2 each	Syrup 1 fl oz	Fortified Flavored Beverage PC 1 each	Jelly 1 Tbsp
Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each	Taco Sauce PC 2 each	Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each
			Fortified Flavored Beverage PC 1 each			
<b>Lunch</b>						
Italian Meat Sauce 1/2 cup	Breaded Chicken Patty 1 each	Turkey Spaghetti 8 oz	Shepherd's Pie 8 oz	Hot Dog 2 each	Turkey Chow Mein 8 oz	Meat & Mac Casserole 8 oz
Rotini Noodles 1 cup	Poultry Gravy 2 fl oz	Seasoned Beans 1 cup	Seasoned Corn 3/4 cup	Bread 2 slices	Seasoned Rice 1 cup	Seasoned Beans 1 cup
Seasoned Peas 1/2 cup	Mashed Potatoes 1 cup	Buttered Dinner Roll 2 oz	Coleslaw 1 cup	Baked Beans 1 cup	Seasoned Corn 1/2 cup	Buttered Cornbread 1/40 cut
Biscuit Buttered 1/40 cut	Seasoned Carrots 1/2 cup	Frosted Cake 1/40 cut	Buttered Cornbread 1/40 cut	Seasoned Broccoli 1/2 cup	Buttered Dinner Roll 2 oz	Frosted Cake 1/40 cut
Frosted Cake 1/40 cut	Biscuit Buttered 1/40 cut	Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut	Ketchup PC 1 each	Frosted Cake 1/40 cut	Fortified Flavored Beverage PC 1 each
Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut		Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut	Fortified Flavored Beverage PC 1 each	
	Fortified Flavored Beverage PC 1 each			Fortified Flavored Beverage PC 1 each		
<b>Dinner</b>						
Peanut Butter 2 oz	Turkey Bologna 2 oz	Peanut Butter 2 oz	Turkey Ham 2 oz	Peanut Butter 2 oz	Turkey Salami 2 oz	Peanut Butter 2 oz
Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz
Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices
Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut
Fortified Flavored Beverage PC 1 each	Dressing PC	Fortified Flavored Beverage PC 1 each	Dressing PC	Fortified Flavored Beverage PC 1 each	Dressing PC	Fortified Flavored Beverage PC 1 each
	Dessert Bar 1/40 cut		Dessert Bar 1/40 cut		Dessert Bar 1/40 cut	
	Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each	

Dietary Consultant Priscilla Black, MS, RD, LDN Approval Date 7/14/2023



Summit: Corrections		Proposal FL- Okaloosa County CHC				Regular		Week 1	
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday			
<b>Breakfast</b>									
Turkey Ham 1 oz	Peanut Butter 1 oz	Cold Cereal 1 1/2 cup	Egg Hard Boiled 1 each	Cold Cereal 1 1/2 cup	Peanut Butter 1 oz	Turkey Bologna 1 oz			
Biscuit 1/40 cut	Biscuit 1/40 cut	Turkey Salami 1 oz	Biscuit 1/40 cut	Turkey Bologna 1 oz	Biscuit 1/40 cut	Biscuit 1/40 cut			
Muffin 1/40 cut	Coffee Cake 1/40 cut	Oatmeal Breakfast 1/40 cut	Muffin 1/40 cut	Oatmeal Breakfast 1/40 cut	Coffee Cake 1/40 cut	Oatmeal Breakfast 1/40 cut			
Jelly 1 oz	Jelly 1 oz	Cake 1 oz	Jelly 1 oz	Cake 1 oz	Jelly 1 oz	Jelly 1 oz			
Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Jelly 1 oz 1% Milk 1/2 pint	Fortified Flavored Beverage PC 1 each	Jelly 1 oz 1% Milk 1/2 pint	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each			Fortified Flavored Beverage PC 1 each
<b>Lunch</b>									
Hearty Meat Gravy 8 oz	Chuckwagon 1 each	Italian Meat Sauce 1/2 cup	Turkey Pot Pie 8 oz	Chili 8 oz	Turkey Fried Rice 8 oz	Baked T.Ham 3 oz			
Mashed Potatoes 1 cup	Brown Gravy 2 fl oz	Spaghetti Noodles 1 cup	Biscuit Buttered 2 1/40 cut	Fluffy Rice 1 cup	Seasoned Corn 1/2 cup	Red Beans & Rice 1 cup			
Seasoned Green Beans 1/2 cup	Fluffy Rice 1 cup	Seasoned Carrots 1/2 cup	Parsley Potatoes 1 Cup	Seasoned Mixed Vegetables 1/2 cup	Coleslaw 1/2 cup	Seasoned Broccoli 1/2 cup			
Buttered Cornbread 1/40 cut	Seasoned Beans 1 cup	Garlic Dinner Roll 2 oz	Seasoned Beans 1/2 cup	Buttered Cornbread 1/40 cut	Biscuit Buttered 1/40 cut	Buttered Cornbread 1/40 cut			
Frosted Cake 1/40 cut	Buttered Cornbread 1/40 cut	Frosted Cake 1/40 cut	Frosted Cake 1/40 cut	Frosted Cake 1/40 cut	Frosted Cake 1/40 cut	Frosted Cake 1/40 cut			
Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each			Fortified Flavored Beverage PC 1 each
<b>Dinner</b>									
Peanut Butter 2 oz	Turkey Bologna 2 oz	Peanut Butter 2 oz	Turkey Ham 2 oz	Peanut Butter 2 oz	Turkey Salami 2 oz	Peanut Butter 2 oz			
Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz			
Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices			
Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut			
Fortified Flavored Beverage PC 1 each	Dressing PC Dessert Bar 1/40 cut Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Dressing PC Dessert Bar 1/40 cut Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Dressing PC Dessert Bar 1/40 cut Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each			Fortified Flavored Beverage PC 1 each

Dietary Consultant Paige Block MS, RD, LDN Approval Date 7/14/2023



Summit: Corrections		Proposal FL- Okaloosa County CHC				Regular		Week 2	
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday
<b>Breakfast</b>									
Turkey Ham 1 oz	Peanut Butter 1 oz	Cold Cereal 1 1/2 cup	Egg Hard Boiled 1 each	Cold Cereal 1 1/2 cup	Peanut Butter 1 oz	Turkey Bologna 1 oz	Turkey Ham 1 oz	Peanut Butter 1 oz	Cold Cereal 1 1/2 cup
Biscuit 1/40 cut	Biscuit 1/40 cut	Turkey Salami 1 oz	Biscuit 1/40 cut	Turkey Bologna 1 oz	Biscuit 1/40 cut	Biscuit 1/40 cut	Biscuit 1/40 cut	Biscuit 1/40 cut	Turkey Salami 1 oz
Muffin 1/40 cut	Coffee Cake 1/40 cut	Oatmeal Breakfast Cake 1 oz	Muffin 1/40 cut	Oatmeal Breakfast Cake 1 oz	Muffin 1/40 cut	Coffee Cake 1/40 cut	Muffin 1/40 cut	Coffee Cake 1/40 cut	Oatmeal Breakfast Cake 1 oz
Jelly 1 oz	Jelly 1 oz	Jelly 1 oz	Jelly 1 oz	Jelly 1 oz	Jelly 1 oz	Jelly 1 oz	Jelly 1 oz	Jelly 1 oz	Jelly 1 oz
Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	1% Milk 1/2 pint	Fortified Flavored Beverage PC 1 each	1% Milk 1/2 pint	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each
<b>Lunch</b>									
Hearty Meat Gravy 8 oz	Charbroil Patty 1 each	Turkey Jambalaya 8 oz	Meat & Mac Casserole 8 oz	Hot Dog 2 each	Mexican Pie 8 oz	Turkey Noodle Casserole 8 oz	Hearty Meat Gravy 8 oz	Charbroil Patty 1 each	Turkey Jambalaya 8 oz
Mashed Potatoes 1 cup	Hamburger Bun 1 each	Seasoned Peas & Carrots 1/2 cup	Seasoned Corn 3/4 cup	Bread 2 slices	Buttered Cornbread 2 1/40 cut	Casserole 1/2 cup	Mashed Potatoes 1 cup	Hamburger Bun 1 each	Seasoned Peas & Carrots 1/2 cup
Seasoned Corn 1/2 cup	Beans Baked 1 cup	Biscuit Buttered 1/40 cut	Coleslaw 1 cup	Home Fried Potato 1 cup	Lettuce Salad 1/2 cup	Buttered Cornbread 1/40 cut	Seasoned Corn 1/2 cup	Beans Baked 1 cup	Biscuit Buttered 1/40 cut
Buttered Cornbread 1/40 cut	Oven Browned Potatoes 1 each	Frosted Cake 1/40 cut	Biscuit Buttered 1/40 cut	BBQ Beans 1 cup	Ranch Dressing PC 1 each	Frosted Cake 1/40 cut	Buttered Cornbread 1/40 cut	Oven Browned Potatoes 1 each	Biscuit Buttered 1/40 cut
Frosted Cake 1/40 cut	Ketchup PC 1 each	Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut	Ketchup PC 2 each	Seasoned Green Beans 1/2 cup	Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut	Ketchup PC 1 each	Fortified Flavored Beverage PC 1 each
Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut		Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut	Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut	Fortified Flavored Beverage PC 1 each
<b>Dinner</b>									
Peanut Butter 2 oz	Turkey Bologna 2 oz	Peanut Butter 2 oz	Turkey Ham 2 oz	Peanut Butter 2 oz	Turkey Salami 2 oz	Peanut Butter 2 oz	Peanut Butter 2 oz	Turkey Bologna 2 oz	Peanut Butter 2 oz
Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz
Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices
Dessert Bar 1/40 cut	Sandwich Salad Dressing PC 1/40 cut	Dessert Bar 1/40 cut	Sandwich Salad Dressing PC 1/40 cut	Dessert Bar 1/40 cut	Sandwich Salad Dressing PC 1/40 cut	Dessert Bar 1/40 cut	Dessert Bar 1/40 cut	Sandwich Salad Dressing PC 1/40 cut	Dessert Bar 1/40 cut
Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each

Dietary Consultant Prig, Beth MS, RD, LDN Approval Date 7/14/2023





Summit: Corrections

Proposal FL- Okaloosa County CHC

Regular

Week 3

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Breakfast</b>						
Turkey Ham 1 oz	Peanut Butter 1 oz	Cold Cereal 1 1/2 cup	Egg Hard Boiled 1 each	Cold Cereal 1 1/2 cup	Peanut Butter 1 oz	Turkey Bologna 1 oz
Biscuit 1/40 cut	Biscuit 1/40 cut	Turkey Salami 1 oz	Biscuit 1/40 cut	Turkey Bologna 1 oz	Biscuit 1/40 cut	Biscuit 1/40 cut
Muffin 1/40 cut	Coffee Cake 1/40 cut	Oatmeal Breakfast 1/40 cut	Muffin 1/40 cut	Oatmeal Breakfast 1/40 cut	Coffee Cake 1/40 cut	Oatmeal Breakfast 1/40 cut
Jelly 1 oz	Jelly 1 oz	Cake 1 oz	Jelly 1 oz	Cake 1 oz	Jelly 1 oz	Cake 1 oz
Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Jelly 1 oz 1% Milk 1/2 pint	Fortified Flavored Beverage PC 1 each	Jelly 1 oz 1% Milk 1/2 pint	Fortified Flavored Beverage PC 1 each	Jelly 1 oz Fortified Flavored Beverage PC 1 each
<b>Lunch</b>						
Cheeseburger 8 oz	Meatballs 6 each	Turkey a la King 8 oz	BBQ Chicken Patty 1 each	Turkey Stew 8 oz	Chuckwagon 1 each	Taco Meat 3.2 oz
Macaroni 1 cup	Brown Gravy 2 fl oz	Fluffy Rice 1 cup	Hamburger Bun 1 each	Rotini Noodles 1 cup	Country Gravy 2 oz	Cheese Sauce 1 oz
Seasoned Beans 1 cup	Seasoned Macaroni Noodles 1 cup	Seasoned Carrots 1/2 cup	Cajun Potatoes 1 1/4 cup	Seasoned Carrots 1/2 cup	Buttered Mashed Potatoes 1 cup	Tortilla Chips 1 oz
Biscuit Buttered 1/40 cut	Seasoned Broccoli 1/2 cup	Buttered Cornbread 1/40 cut	Beans Baked 1 cup	Buttered Cornbread 1/40 cut	Seasoned Broccoli 3/4 cup	Mexican Rice 1/2 cup
Frosted Cake 1/40 cut	Biscuit Buttered 1/40 cut	Frosted Cake 1/40 cut	Ketchup PC 1 each	Frosted Cake 1/40 cut	Biscuit Buttered 1/40 cut	Refried Beans 1/2 cup
Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut Fortified Flavored Beverage PC 1 each
<b>Dinner</b>						
Peanut Butter 2 oz	Turkey Bologna 2 oz	Peanut Butter 2 oz	Turkey Ham 2 oz	Peanut Butter 2 oz	Turkey Salami 2 oz	Peanut Butter 2 oz
Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz
Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices
Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut	Sandwich Salad 2 each	Dessert Bar 1/40 cut
Fortified Flavored Beverage PC 1 each	Dressing PC Dessert Bar 1/40 cut Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Dressing PC Dessert Bar 1/40 cut Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Dressing PC Dessert Bar 1/40 cut Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each

Dietary Consultant Paige Black MS, RD, LDN Approval Date 7/14/2023





Summit: Corrections		Proposal FL- Okaloosa County CHC				Regular		Week 4	
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday			
<b>Breakfast</b>									
Turkey Ham 1 oz	Peanut Butter 1 oz	Cold Cereal 1 1/2 cup	Egg Hard Boiled 1 each	Cold Cereal 1 1/2 cup	Peanut Butter 1 oz	Turkey Bologna 1 oz			
Biscuit 1/40 cut	Biscuit 1/40 cut	Turkey Salami 1 oz	Biscuit 1/40 cut	Turkey Bologna 1 oz	Biscuit 1/40 cut	Biscuit 1/40 cut			
Muffin 1/40 cut	Coffee Cake 1/40 cut	Oatmeal Breakfast 1/40 cut	Muffin 1/40 cut	Oatmeal Breakfast 1/40 cut	Coffee Cake 1/40 cut	Oatmeal Breakfast 1/40 cut			
Jelly 1 oz	Jelly 1 oz	Cake 1 oz	Jelly 1 oz	Cake 1 oz	Jelly 1 oz	Jelly 1 oz			
Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Jelly 1 oz	Fortified Flavored Beverage PC 1 each	Jelly 1 oz	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each			
		1% Milk 1/2 pint		1% Milk 1/2 pint					
<b>Lunch</b>									
Italian Meat Sauce 1/2 cup	Breaded Chicken Patty 1 each	Shepherd's Pie 8 oz	Turkey Spaghetti 8 oz	Hot Dog 2 each	Turkey Chow Mein 8 oz	Meat & Mac Casserole 8 oz			
Seasoned Rotini 1 cup	Poultry Gravy 4 fl oz	Seasoned Corn 1/2 cup	Seasoned Beans 1 cup	Bread 2 slices	Seasoned Rice 1 cup	Seasoned Beans 1 cup			
Noodles	Buttered Mashed Potatoes 1 cup	Buttered Cornbread 1/40 cut	Coleslaw 1 cup	Baked Beans 1 cup	Seasoned Corn 1/2 cup	Buttered Cornbread 1/40 cut			
Seasoned Peas 3/4 cup	Seasoned Carrots 1/2 cup	Frosted Cake 1/40 cut	Buttered Dinner Roll 2 oz	Seasoned Broccoli 1/2 cup	Buttered Dinner Roll 2 oz	Frosted Cake 1/40 cut			
Biscuit Buttered 1/40 cut	Biscuit Buttered 1/40 cut	Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut	Ketchup PC 1 each	Frosted Cake 1/40 cut	Fortified Flavored Beverage PC 1 each			
Frosted Cake 1/40 cut	Frosted Cake 1/40 cut		Fortified Flavored Beverage PC 1 each	Frosted Cake 1/40 cut	Fortified Flavored Beverage PC 1 each				
Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each			Fortified Flavored Beverage PC 1 each					
<b>Dinner</b>									
Peanut Butter 2 oz	Turkey Bologna 2 oz	Peanut Butter 2 oz	Turkey Ham 2 oz	Peanut Butter 2 oz	Turkey Salami 2 oz	Peanut Butter 2 oz			
Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz	Cheese Slice Imitation 2 slices	Jelly 1 oz			
Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices	Bread 4 slices			
Dessert Bar 1/40 cut	Sandwich Salad Dressing PC 1/40 cut	Dessert Bar 1/40 cut	Sandwich Salad Dressing PC 1/40 cut	Dessert Bar 1/40 cut	Sandwich Salad Dressing PC 1/40 cut	Dessert Bar 1/40 cut			
Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each			

Dietary Consultant Prige, B. Lech, MS, RD, LDN Approval Date 7/14/2023



# Vocational Training Keeping Your Facility Safe

Our mission to make our client's facilities safer means we fully understand that security services are essential & necessary for the safety of **EVERY** person who lives & works within the facility. Our team takes great care to ensure that policies & procedures for security are part of the daily routine within the foodservice operation.

- Strict controls on knives & tools, chemicals, critical ingredients & other potential risks to the facility.
- Proper training for kitchen staff when supervision of inmate workers is part of the foodservice plan of operations.
- Policies & procedures for tools, chemicals, correctional security measures, & emergencies.
- List of inmate workers assistance are:
  - » Clean
  - » Wash dishes
  - » Assist with lifting
  - » Summit will train them to cook (only if they are allowed)

**It starts with partnership:** It is our expectation that the facility will take all reasonable steps to provide sufficient security to enable the Summit team to manage the food service program safely & adequately. The provision of security & safety for personnel is critical to allow us to provide services in a routine & timely fashion.

Our standards exceed the following recommendations:

- State Standards for Local Adult & Juvenile Detention Facilities
- Operations Manual ICE Performance-Based National Detention Standards
- ACA Standards for Adult Local Detention Facilities
- NCCHC Jail & Juvenile Health Standards

## Kitchen Security Measures

### Tool & Knife Security

- Proper procedures for utilizing shadow boards when serving & preparation utensils are used in the kitchen with inmate workers.
- Up to date inventory logs, audits, shadow boards & an equipment repair log.
- Tethering of knives & sharps when in use.
- Keeping coolers, storerooms, cabinets, & offices closed & locked at all times.

### Caustic Chemicals/Hazardous Materials

- Summit will maintain accurate inventories, internal audits & tracking logs related to procuring (SDS Sheets), storing, using & disposing of chemical & hazardous materials.
- Summit employees are required to demonstrate awareness of dangerous chemicals in the operation. This is a guideline from the American Correctional Association (ACA). All caustic chemicals must be locked & stored away from food products & an inventory count should be taken when they are used.
- Failure to keep control over these chemicals will result in disciplinary action and/or immediate termination. Summit employee policy:
  - » Log items anytime you put delivered chemicals in the locked storage area with signature.
  - » Log anytime a chemical item is removed from locked storage.
  - » Be sure all containers are properly labeled.
  - » Each entry (both in & out) MUST be initialed by the person handling the chemical. **THIS IS TO BE STRICTLY ENFORCED.**
  - » Strict control over food & chemicals to prevent the use of contraband by inmate workers.
  - » Policies & procedures in place for medication use by team members.

## Facility Security Measures Identification (ID) Badges

The Summit team understands and acknowledges that all staff are required to wear ID badges if requested by the facility. All lost ID Cards/Badges will be reported immediately to the Food Service Director who will immediately report to the Security Sergeant on duty.

### Key Control

We fully understand the importance of adhering to the facility's key control requirements, which may include:

- Summit shall be responsible for control of keys obtained from the facility designee and the security of those areas for which the keys are given.
- The Summit team shall be responsible for immediately reporting all facts relating to any loss of keys or losses incurred because of break-ins to those areas.
- No keys to any part of the facility may be duplicated.
- All keys will be provided by the facility designee and made available at the beginning of the shift and turned in at the end of the shift.
- No keys shall leave the facility.
- In conjunction to expected regular audits conducted by the facility, the Summit Director of Operations and District Manager will conduct 'spot checks' to ensure the Food Service Director is maintaining the safety of the facility.

### Electronic Devices

The Director of Operations, District Manager and Food Service Director will ensure all devices, such as the food service office computer, are connected to the facility network will comply with the county's IT Security Protocols.



### Working With Inmates Fraternization

Fraternization between inmates and Summit team members is strictly prohibited. Any conduct of fraternization may result in disciplinary action, including, but not limited to; suspension, loss of security clearance, termination and/or criminal prosecution.

Examples of professional behavior include:

- Understanding and following all current Summit and facility specific policies/procedures
- Refraining from becoming too familiar with inmates
- Refraining sharing any personal information with an inmate
- Refraining from sympathizing with or helping inmate workers with personal matters
- Avoiding any conduct that appears to be discriminatory or harassing
- Reporting all security concerns promptly
- Being visible so inmates are aware that you are paying attention
- Maintaining a neat and professional appearance
- Working with enthusiasm and a positive attitude

Examples of Prohibited Actions:

- Games of chance, betting or gambling
- Aiding or assisting in an escape
- Rewards or gifts from inmates
- Inmate letters, messages, packages, etc.
- Writing, signing of letters and/or petitions, etc.
- Sharing of personal information with inmates, eg. phone number, address, family information, marital status, personal life, family photos, financial activities, hobbies or any other information that is not relevant to their job.

### **Sexual Misconduct With Inmates**

Sexual and inappropriate contact between Summit staff and inmates will not be tolerated. All incidents will be reported to the appropriate facility staff and an investigation launched. All results will be fully disclosed to staff and, if necessary, any disciplinary actions will be executed. Summit completely understands all the requirements under federal, state and local law and will ensure all Summit staff understand the severity of this offense.

### **Contraband**

We fully understand and comply with state and local laws and ACA Standards. Summit's staff members understand it is against the law to provide ANY contraband items to the inmates. We also understand and fully support searches of persons and bags for entry into the facility.

### **SUMMIT COMPANY POLICY: CONTRABAND**

Source: Home Office Human Resources  
Restricted Contraband Policy  
Audience All Employees of Correctional/Jail/  
Residential Facilities

### **INTRODUCTION**

Under no circumstances shall a Summit employee knowingly bring restricted items of contraband into a correctional/jail/residential facility.

Contraband is defined as anything in the inmate's possession which has not been officially issued to the inmate. It could also be an authorized item that has been altered.

Items of contraband that may be restricted/prohibited depending on the facility, include but are not limited to the following:

- Guns and firearm ammunition, Knives, tools and items that may be possible weapons
- Keys
- Chemicals and spray cans (i.e. Mace, Pepper spray, tear gas, etc.)
- Products such as plastic wrap, gum, stamps
- Drugs/alcohol
- Cellular phones
- Club or blackjack

### **GUIDELINES**

- Bringing in an item of contraband for an inmate is prohibited. If an employee is approached by an inmate who asks them to bring contraband into the facility, the employee must report this to their Food Service Director, Supervisor and/or the Correctional Security Officer on duty immediately.
- Employees must always utilize good judgment in determining what is appropriate to bring into the facility. It is recommended that any non-essential personal items be left outside the facility. Any non-essential personal item is brought into the facility; they should be placed in a secured area within the facility.
- Bringing any item that is contraband (as defined by the facility) may result in disciplinary action, including suspension, termination and/or criminal prosecution. If an employee discovers that they have accidentally brought an item of contraband into the facility, they must report it immediately to their Food Service Director, Supervisor and/or the Correctional Security Officer on duty immediately.



# Boundaries Training

Correctional facilities require a controlled environment to ensure safety and security. There are rules, regulations, systems, and policies that must be consistently enforced and monitored to maintain order. All Summit team members working at a correctional facility are expected to share the responsibility of maintaining control in the environment, in addition to their foodservice responsibilities. Therefore, working in a correctional foodservice operation requires not just the knowledge of foodservice but also an understanding of the correctional environment and the influences that affect it.

To work effectively in this type of environment, an employee must:

- Understand the correctional environment and the inmate mind
- Have a constant awareness of their surroundings, potential problems, and security
- Conduct themselves in a professional manner no matter what the circumstance or situation
- Control their interactions with those they work with
- Help enforce that all systems and procedures are followed for tighter control

Boundaries is a Summit team member training program specifically designed to prepare new team members to work in the correctional environment and was developed through our partnership with the Minnesota Department of Corrections. The program provides information and tools to help team members interact professionally with offenders, to effectively enforce policies and procedures, and to understand their roles and working relationships with staff as well as administration in maintaining a safe and secure environment. The Boundaries training is also included as a part of the required monthly training modules for all team members to maintain constant awareness of the challenges faced when working with inmates. Upon completion of each of the following parts included in the Boundaries training, team members will have a better understanding of the correctional environment and how to work effectively within it, so they can remain safe.

## Boundaries Employee Training

### Consists of Four Parts:

- **Part 1:** Self-Assessment
- **Part 2:** Drawing the Line on Manipulation from Inmates
- **Part 3:** Controlling Boundaries
- **Part 4:** PREA

### PREA

Summit is committed to compliance with the Prison Rape Elimination Act (PREA). This policy covers both the expectation of our employees to refrain from any type of sexual contact, harassment, or misconduct with inmates and juvenile offenders, as well as our employee's responsibility if they witness or are made aware of any employee, facility staff, inmate or volunteer engaging in any type of sexual contact, harassment or misconduct with inmates and juvenile offenders. Along with our Boundaries training program, our employee training and all communication are administered at all our partner facilities.

Team members are required to attend all trainings related to sexual abuse, harassment, staff sexual misconduct prevention, and detection that is required by Summit, Elior North America, or by the client. Team members have a duty to immediately report all rumors, allegations and observations of staff sexual contact, staff sexual harassment or staff sexual misconduct involving any inmate or juvenile resident to the team member's immediate supervisor or to the Summit team member and labor relations manager.

Staff sexual contact, staff sexual harassment or staff sexual misconduct is expressly prohibited. Team members who engage in staff sexual contact, staff sexual harassment or staff sexual misconduct with inmates or juvenile offenders will be terminated from employment and referred for criminal prosecution when applicable. Complete information can be found in the Elior North America Team Member Prep Book and Business Segment Supplements.

## INMATE DESCRIPTIONS: SAMPLE

**JOB TITLE:** Inmate Tray Room

**SUPERVISOR:** Food Service Director  
or staff on duty

### Work Duties (under direction of the supervisor)

1. Following the instruction of the Summit Supervisor.
2. Clean and setup all trays for all meals.

### Essential Functions

- Maintain a safe, sanitary work environment, which conforms to all standards and regulations. Adhere to safety policies and accident reporting procedures.
- Clean all trays after meals.
- Keep the Dish Machine clean and report any problems.
- Help clean line area and carts.
- Check Dish Machine temperatures twice daily.
- Help train new inmates in your area on proper procedures.
- Participate in preparation and serving of meals.
- Ensure proper portion when serving food.
- Ensure timely and efficient meal service.
- Coordinate work to promote efficiency of operations.
- Adhere to security policies and procedures. Ensure that all kitchen tools and equipment are returned to their designated secure area(s).
- Clean your area as instructed by the Summit Supervisor.
- Be ready to help clean any area specified by the Summit Supervisor.



- Follows Summit Standard of Operation for food handling and storage. Follows HACCP policies and procedures with regard to proper food handling procedures.
- Completes all required training.
- Perform other job duties as assigned.
- Teamwork is required.

### Physical Demands

- Must be able to remain standing for most of working hours.
- Must be able to lift up to 100 pounds with assistance.
- May be exposed to hot, humid work areas and caustic chemicals.

**NOTE:** The above statements are intended to briefly describe the general nature and level of work performed by people assigned to this position title. This position is not intended to be construed as an exhaustive list of all responsibilities, duties and tasks required of personnel so classified.

**JOB TITLE: Inmate Baker**

**SUPERVISOR: Food Service Director  
or staff on duty**

**Work Duties  
(under direction of the supervisor)**

1. Follow the instruction of the Summit Supervisor.
2. Use the approved Menus and Recipes for preparing all baked items and other desserts prepared.
3. Keep the baking area(s) clean and all tabletops sanitized.

**Essential Functions**

- Maintain a safe, sanitary work environment, which conforms to all standards and regulations. Adhere to safety policies and accident reporting procedures.
- Help train new Inmates in your area on proper procedures.
- Participate in preparation and serving of meals.
- Ensure proper portion and any special dietary requirements are fulfilled.
- Ensure timely and efficient meal service.
- Coordinate work to promote efficiency of operations.
- Adhere to security policies and procedures. Ensure that all kitchen tools and equipment are returned to their designated secure area(s).
- Clean your area as instructed by the Summit Supervisor.
- Be ready to help clean any area specified by the Summit Supervisor.
- Follows Summit Standard of Operation for food handling and storage. Follows HACCP policies and procedures with regard to proper food handling procedures.



- Completes all required training.
- Perform other job duties as assigned.
- Teamwork is required.

**Physical Demands**

- Must be able to remain standing for most of working hours.
- Must be able to lift up to 100 pounds with assistance.
- May be exposed to hot, humid work areas and caustic chemicals.

**NOTE:** The above statements are intended to briefly describe the general nature and level of work performed by people assigned to this position title. This position is not intended to be construed as an exhaustive list of all responsibilities, duties and tasks required of personnel so classified.



**JOB TITLE: Inmate Cook**

**SUPERVISOR: Food Service Director  
or staff on duty**

**Work Duties  
(under direction of the supervisor)**

1. Following the instruction of the Summit Supervisor.
2. Use the approved Menus and Recipes for preparing all meals.
3. Keep the cook's area(s) clean and all tabletops sanitized.

**Essential Functions:**

- Maintain a safe, sanitary work environment, which conforms to all standards and regulations. Adhere to safety policies and accident reporting procedures.
- Help train new inmates in your area on proper procedures.
- Participate in preparation and serving of meals.
- Ensure proper portion and any special dietary requirements are fulfilled.
- Ensure timely and efficient meal service.
- Coordinate work to promote efficiency of operations.
- Obtain accurate daily population counts and use the panning chart to understand how many servings are prepared.
- Adhere to security policies and procedures. Ensure that all kitchen tools and equipment are returned to their designated secure area(s).
- Clean your area as instructed by the Summit Supervisor.
- Be ready to help clean any area specified by the Summit Supervisor.



- Follows Summit Standard of Operation for food handling and storage. Follows HACCP policies and procedures with regard to proper food handling procedures.
- Completes all required training.
- Perform other job duties as assigned.
- Teamwork is required.

**Physical Demands:**

- Must be able to remain standing for most of working hours.
- Must be able to lift up to 100 pounds with assistance.
- May be exposed to hot, humid work areas and caustic chemicals.

**NOTE:** The above statements are intended to briefly describe the general nature and level of work performed by people assigned to this position title. This position is not intended to be construed as an exhaustive list of all responsibilities, duties and tasks required of personnel so classified.

**JOB TITLE: Inmate Pot Washer**

**SUPERVISOR: Food Service Director  
or staff on duty**

### **Work Duties (under direction of the supervisor)**

1. Follow the instruction of the Summit Supervisor.
2. Clean all equipment including pots, pans, bowls, etc.

### **Essential Functions**

- Maintain a safe, sanitary work environment, which conforms to all standards and regulations. Adhere to safety policies and accident reporting procedures.
- Help train new Inmates in your area on proper procedures.
- Participate in preparation and serving of meals.
- Ensure proper portion and any special dietary requirements are fulfilled.
- Ensure timely and efficient meal service.
- Coordinate work to promote efficiency of operations.
- Obtain accurate daily population counts and use the panning chart to understand how many servings are prepared.
- Adhere to security policies and procedures. Ensure that all kitchen tools and equipment are returned to their designated secure area(s).
- Clean your area as instructed by the Summit Supervisor.
- Be ready to help clean any area specified by the Summit Supervisor.



- Follows Summit Standard of Operation for food handling and storage. Follows HACCP policies and procedures with regard to proper food handling procedures.
- Completes all required training.
- Perform other job duties as assigned.
- Teamwork is required.

### **Physical Demands**

- Must be able to remain standing for most of working hours.
- Must be able to lift up to 100 pounds with assistance.
- May be exposed to hot, humid work areas and caustic chemicals.

**NOTE:** The above statements are intended to briefly describe the general nature and level of work performed by people assigned to this position title. This position is not intended to be construed as an exhaustive list of all responsibilities, duties and tasks required of personnel so classified.

**JOB TITLE: Inmate Prep**

**SUPERVISOR: Food Service Director  
or staff on duty**

**Work Duties  
(under direction of the supervisor)**

1. Follow the instruction of the Summit Supervisor.
2. Use the approved Menus and Recipes for preparing all meals for Diets.
3. Prepare all food items needed for meals including, chopping, slicing, dicing, etc.

**Essential Functions**

- Maintain a safe, sanitary work environment, which conforms to all standards and regulations. Adhere to safety policies and accident reporting procedures.
- Help train new Inmates in your area on proper procedures.
- Participate in preparation and serving of meals.
- Ensure proper portion and any special dietary requirements are fulfilled.
- Ensure timely and efficient meal service.
- Coordinate work to promote efficiency of operations.
- Obtain accurate daily population counts and use the panning chart to understand how many servings are prepared.
- Adhere to security policies and procedures. Ensure that all kitchen tools and equipment are returned to their designated secure area(s).
- Clean your area as instructed by the Summit Supervisor.
- Be ready to help clean any area specified by the Summit Supervisor.



- Follows Summit Standard of Operation for food handling and storage. Follows HACCP policies and procedures with regard to proper food handling procedures.
- Completes all required training.
- Perform other job duties as assigned.
- Teamwork is required.

**Physical Demands**

- Must be able to remain standing for most of working hours.
- Must be able to lift up to 100 pounds with assistance.
- May be exposed to hot, humid work areas and caustic chemicals.

**NOTE:** The above statements are intended to briefly describe the general nature and level of work performed by people assigned to this position title. This position is not intended to be construed as an exhaustive list of all responsibilities, duties and tasks required of personnel so classified.



# Pathways Educational Program

## **Foodservice and culinary training that helps create new employment pathways for inmates in their life after release**

We share your dedication to inmate education, development and support. Working with inmates gives us a unique opportunity to offer hands-on education, training, and placement assistance to our inmate workers that will give them the tools and confidence needed for successful re-entry. We are very proud of our Pathways Inmate Food Service Vocational Training Program, developed in accordance with the National Restaurant Association ServSafe guidelines.

Pathways teaches inmate participants:

- Basic culinary skills
- Food preparation and service
- Safe food handling and sanitation
- Expectations of food service employees
- Interview skills

**Pathways Program does require a specific employee to be hired by Summit to teach these skills in a classroom setting and in the kitchen. Please schedule an appointment to discuss further if the county finds this a useful tool.**

We track, document and benchmark each step of the program and depending on your desired program, we can also offer local food handler or national ServSafe certification that will give participants an edge when searching for employment. Inmates practice interviewing skills facilitated by the instructor and often with applicable support from local organizations. To expand the program, facilities can also consider the next-level Pathways Baking Program that has readied inmates to enter the workforce with a higher set of skills to help find jobs at large-scale or grocery store bakeries.

*“Summit is part of our community and has taken a central role in the life improvement skill of incarcerated folks in our community.”*

**Administrative Lieutenant  
Deanna Randall-Secret,  
Skagit County Sheriff’s Office WA**

Pathways training is divided into three levels. Completion of Level 1 is required for all inmate workers prior to working independently in the kitchen. Participants must obtain a Certificate of Completion for level 1 and receive written approval by designated supervisory staff prior to starting level 2 and 3 training. Training on the topics in level 2 and 3 are dependent on the responsibilities within the assigned foodservice position(s) as well as the inmate's level of skill and commitment to advance in foodservice. The training is conducted by the Food Service Director (FSD), Supervisor, or assigned foodservice staff, and includes discussion and demonstration of the topics under the following areas:

### **LEVEL 1**

- Introduction to food service and unit specific procedures
- Rules of conduct
- Food Service safety standards
- Review of job description(s)
- Safe food handling and sanitation practices
- Hand washing procedures
- Dishwashing and dish machine operation
- Cleaning and sanitizing in a three-compartment sink
- Cleaning floors
- Cleaning schedules
- Stocking, pulling, and storage procedures
- Safe food production
- Meal Service Guidelines

### **LEVEL 2**

- ServSafe® Food Handler certification
- Calibrating a thermometer
- Working with food service equipment
- Equipment safety
- Instruction on proper operation and cleaning of equipment

- Basic knife skills
- Hand tools
- Portion control techniques
- Accurate measurement of ingredients
- Production tools
- Menu and diet extensions
- Production records
- Prep/Pull sheets
- Standardized recipes
- Weight and volume ingredient conversion

### **LEVEL 3**

- Advanced production skills
- Special diets
- Basic supervisory skills

Training modules and participant handouts pertaining to each topic are provided to the trainer. Each training module is designed to be instructor-led using this information. Participant handouts may include reading material, activities and assessments. These materials are covered thoroughly with the inmate workers to ensure a clear understanding of the information. All training is documented by our supervisory staff using the Inmate Training Log. After successful completion of each level and demonstration of application of learning, the inmate worker will receive a Certificate of Completion.

A copy of the Inmate Training Log is made for each inmate participating the program. The FSD/Supervisor and the inmate workers will sign off next to each topic once training on that topic has been completed. The original Inmate Training Log will be forwarded to the client liaison to be placed in the inmate's file. The FSD will make a file folder for all Inmate Training Logs and a copy of each completed Inmate Training Log will be placed in this file. The log will be retained in the unit file for one year after the inmate has completed kitchen duty.

# Pathways



## → What's Next?

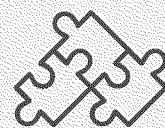
Pathways is food service and culinary training that helps create new employment pathways for inmates in their life after release.

Summit is uniquely positioned to find hiring opportunities as a part of Elior North America.

**“To have something like this under our belt...makes us feel better about ourselves.”**

**“It makes me feel like a person again.”**

Graduates (Placer County, CA)



**LEVEL 1:**  
Required for all independently working inmates in the kitchen



**LEVEL 2:**  
Serv-Safe Food Handler Certification and other equipment and kitchen safety



**LEVEL 3:**  
Supervisory skills and advanced meal preparation

**SUMMIT** [summitfoodservice.com](http://summitfoodservice.com)

**SUMMIT**

Okaloosa County, FL

## Placer County PATHWAYS Program Graduates

Summit is proud to offer the Pathways program for both food service and commissary operations - giving multiple options for inmates to gain vocational skills through your partnership with Summit. We are proud to have graduated our sixth Pathways class at our Placer County, CA account just recently. Click the link below for an overview of the program and what it means to the inmates.

<https://www.facebook.com/PlacerSheriff/videos/488415316254357/>



## Placer County Sheriff's Office

Summit's Pathways inmate vocational program has been successful in Placer County, CA. Through our close partnership with the jail, we have trained numerous on-site correctional staff to proctor exams, provided our own trainers and chefs for the program, and implemented a customized program that works with their population.

Summit Food Service has located the reentry programs available for the State of Florida and at anytime we can implement help for the reentry inmate to the programs best suited to the individual.



## Florida

### A. SECOND CHANCE ACT GRANT(S)

GRANT: Track, Title	CONTACT	JURISDICTION	TERM	TA PROVIDER*
SCA Community-based Reentry Program	Ladies Empowerment & Action Program, Inc. [LEAP] Danielle Estes <a href="mailto:danielle@leapforladies.org">danielle@leapforladies.org</a>	Miami-Dade County	10/01/2022 – 09/30/2025	<a href="#">American Institutes for Research [AIR]</a>
Improving Reentry Education and Employment Outcomes	Pinellas Ex-Offender Re-Entry Coalition, Inc. Michael Jalazo, Operation Empower <a href="mailto:mjalazo@exoffender.org">mjalazo@exoffender.org</a> Ph: (727) 408-5260	Pinellas County	10/1/2022 – 9/30/2025	<a href="#">American Institutes for Research [AIR]</a>
Community-Based Reentry: Jobs Opportunities and Basic Skills Program (JOBS)	The Tampa Bay Academy of Hope, Inc. Titania Lamb <a href="mailto:tlamb@tampahope.org">tlamb@tampahope.org</a>	Local	10/1/2021 – 9/30/2024	<a href="#">American Institutes for Research [AIR]</a>
ARES: Career Pathways for Successful Re-Entry	Goodwill Industries-Suncoast, Inc. Kris Rawson <a href="mailto:kris.rawson@goodwill-suncoast.com">kris.rawson@goodwill-suncoast.com</a>	Local	10/1/2021 – 9/30/2024	<a href="#">Vera Institute of Justice</a>
ARES: Helping Achieve Targeted Comprehensive Healthcare (HATCH) Project	Polk County MaryBeth Moore <a href="mailto:marybethmoore@polk-county.net">marybethmoore@polk-county.net</a>	Polk County	10/1/2021 – 9/30/2024	<a href="#">Council of State Governments (CSG) Justice Center</a>
CAREERRS: GA's CAREERRS Program	Gang Alternative, Inc. Icilda Humes <a href="mailto:ihumes@myga.org">ihumes@myga.org</a>	North Miami	10/1/2020 – 9/30/2023	<a href="#">Vera Institute of Justice</a>
CSAMI: Florida's Jail Re-Entry Network	Disc Village, Inc. Jennifer Travieso <a href="mailto:jennifer.travieso@discvillage.org">jennifer.travieso@discvillage.org</a>	Local	10/1/2020 – 9/30/2024	<a href="#">Council of State Governments (CSG) Justice Center</a>
CSAMI: Miami-Dade County Mental Health Reentry Collaborative Project	County of Miami-Dade Dennise Suarez <a href="mailto:dsuarez@jud11.flcourts.org">dsuarez@jud11.flcourts.org</a>	Miami-Dade County	10/1/2019 – 9/30/2023	<a href="#">American Institutes for Research [AIR]</a>
Community-Based Adult Reentry: RESTORE Initiative - Enhancement Project	Lord's Place, Inc. Cristina Lucier <a href="mailto:clucier@thelordsplace.org">clucier@thelordsplace.org</a>	Local	10/1/2019 – 9/30/2023	<a href="#">American Institutes for Research [AIR]</a>
IRI: Broward Sheriff's Office Reentry Initiative	County of Broward Leslie Cedeno <a href="mailto:leslie_cedeno@sheriff.org">leslie_cedeno@sheriff.org</a>	Broward County	10/1/2018 – 9/30/2022	<a href="#">American Institutes for Research [AIR]</a>
IRI: Fort Myers Police Department Beautification Innovation Re-Entry Program	City of Fort Myers Kimberly Cuthbertson <a href="mailto:kcuthbertson@fmpolice.com">kcuthbertson@fmpolice.com</a>	Fort Myers	10/1/2018 – 9/30/2023	<a href="#">American Institutes for Research [AIR]</a>
CSAMI: Hillsborough Community Recidivism Reduction Initiative	Hillsborough Community Recidivism Reduction Initiative Felicia Richardson <a href="mailto:richardsonf@hillsboroughcounty.org">richardsonf@hillsboroughcounty.org</a>	Hillsborough County	10/1/2018 – 9/30/2022	<a href="#">American Institutes for Research [AIR]</a>
ARES: The P.E.E.R.S Project Partnering for Employment Enhancement and Re-entry Success	Florida Department of Corrections Sharika Chase <a href="mailto:sharika.chase@fdc.myflorida.com">sharika.chase@fdc.myflorida.com</a>	Statewide	10/1/2018 – 9/30/2023	<a href="#">American Institutes for Research [AIR]</a>



**NATIONAL REENTRY RESOURCE CENTER – STATE PROFILE**

Community-Based Adult Reentry: Pinellas REACH Program	Pinellas Ex-Offender Re-Entry Coalition, Inc. Michael Jalazo <a href="mailto:mjalazo@exoffender.org">mjalazo@exoffender.org</a>	Local	10/1/2018 – 9/30/2023	<a href="#">American Institutes for Research [AIR]</a>
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*\*Click on hyperlink for contact information*

**B. ADDITIONAL FEDERAL GRANTS TO SUPPORT REENTRY**

<b>GRANT: Track, Title</b>	<b>CONTACT</b>	<b>JURISDICTION</b>	<b>TERM</b>
SAMHSA: Grants for the Benefit of Homeless Individuals	Camillus House, Inc.	Miami	09-30-2022 – 09-29-2027
SAMHSA: Grants for the Benefit of Homeless Individuals	Gulf Coast Partnership, Inc.	Port Charlotte	09-30-2022 – 09-29-2027
HUD: Youth Homelessness Demonstration Program	Charlotte County Continuum of Care [COC]	Charlotte County	Announced 09-15-2021
DOL-ETA: Pathway Home	Eckerd Youth Alternatives Inc.	Clearwater	Announced 06-21-2021
DOL-ETA: Pathway Home	Florida Concrete Masonry Education Council Inc.	Orlando	Announced 06-21-2021
DOL-ETA: Workforce Pathways for Youth	AMIKids Inc.	Tampa	Announced 06-10-2021
SAMHSA: Grants to Expand Substance Abuse Treatment Capacity in Adult and Family Treatment Drug Courts	County of Pasco	New Port Richey	07-30-2020 – 07-29-2025
DOL-ETA: Pathway Home	Opportunities Industrialization Center of South Florida	Broward and Miami-Dade counties	Announced 07-07-2020
DOL-ETA: Pathway Home	Tampa Bay Academy of Hope, Inc.	Tampa: Hillsborough, Pasco & Polk counties	Announced 07-07-2020
DOL-ETA: Youth Apprenticeship Readiness	Northwest Florida State College	Niceville: Okaloosa and Walton counties	Announced 06-30-2020
DOL-ETA: Youth Apprenticeship Readiness	AMIKids Inc.	Tampa: Hillsborough and Pinellas counties	Announced 06-30-2020
SAMHSA: Grants for the Benefit of Homeless Individuals	Centerstone Of Florida, Inc.	Bradenton	04-30-2020 – 04-29-2025
DOL-ETA: Youth Build	Citrus Levy Marion Regional Workforce Development Board, Inc.	Ocala	Announced 12-19-2019
DOL-ETA: Youth Build	Tampa Bay Academy of Hope	Tampa	Announced 12-19-2019
DOL-ETA: Reentry Projects	AMIKids Inc.	Tampa: Pensacola, Miami-Dade, Pinellas and Lee counties	Announced 07-17-2019
DOL-ETA: Reentry Projects	Opportunities Industrialization Center of South Florida	Greater Miami FL	Announced 07-17-2019
DOL-ETA: Reentry Projects	Gang Alternatives Inc.	Miami	Announced 07-17-2019
DOL-ETA: Reentry Projects	Gang Alternatives Inc.	Ft. Lauderdale	Announced 07-17-2019
SAMHSA: Grants to Expand Substance Abuse Treatment Capacity in Adult and Family Treatment Drug Courts	County of Pinellas	Clearwater	05-31-2019 – 05-30-2024
SAMHSA: Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing to Wellness Courts	County of Miami-Dade	Miami	05-31-2019 – 05-30-2024

**NATIONAL REENTRY RESOURCE CENTER – STATE PROFILE**

<b>GRANT: Track, Title</b>	<b>CONTACT</b>	<b>JURISDICTION</b>	<b>TERM</b>
SAMHSA: Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing to Wellness Courts	County of Hernando	Brooksville	05-31-2019 – 05-30-2024
SAMHSA: Grants to Expand Substance Abuse Treatment Capacity in Family Treatment Drug Courts	City of Jacksonville	Jacksonville	05-31-2019 – 05-30-2024
DOL-ETA: Youth Build	Florida Institute for Workforce Innovation	Gainesville	Announced 01-30-2019
DOL-ETA: Youth Build	Housing Authority of the City of Lakeland	Lakeland	Announced 01-30-2019
DOL-ETA: Youth Build	Housing Authority of the City of Tampa	Tampa	Announced 01-30-2019
DOL-ETA: Youth Build	Valencia College-Osceola Campus	Kissimmee	Announced 01-30-2019
DOL-ETA: Youth Build	WorkNet Pinellas, Inc. dba CareerSource Pinellas	Clearwater	Announced 01-30-2019
SAMHSA: Treatment for Individuals... Experiencing Homelessness	SMA Behavioral Health Services, Inc.	Daytona Beach	11-30-2018 – 11-29-2023
SAMHSA: Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing to Wellness Courts	City of Jacksonville	Jacksonville	09-30-2018 – 09-29-2023
DOL-ETA: Reentry Projects	Operation New Hope, Inc.	Jacksonville	Announced 06-28-2018
DOL-ETA: Reentry Projects	Tampa Bay Academy of Hope, Inc.	Tampa	Announced 06-28-2018

**C. STATE REENTRY LEGISLATION, INITIATIVE**

**Florida Department of Corrections – Office of Programs and Reentry:**

<http://www.dc.state.fl.us/development/index.html>

**Florida Department of Corrections - Reentry Resource:**

Searchable database by service, by county, and by city, at <http://www.dc.state.fl.us/resourceDirectory/Search.aspx>

**Florida Foundation for Correctional Excellence:**

Announced by Gov. Ron DeSantis 02/07/2020: "This Florida Department of Corrections (FDC) direct support organization will bring together public and private partners to increase investment in re-entry programs and workforce training."

<https://www.flgov.com/2020/02/07/governor-ron-desantis-announces-creation-of-the-florida-foundation-for-correctional-excellence/>

**Florida Reentry Program and Supervised Release for Criminal Offenders Initiative (2022):**

[https://ballotpedia.org/Florida\\_Reentry\\_Program\\_and\\_Supervised\\_Release\\_for\\_Criminal\\_Offenders\\_Initiative\\_\(2022\)](https://ballotpedia.org/Florida_Reentry_Program_and_Supervised_Release_for_Criminal_Offenders_Initiative_(2022))

Initiative #19-04 may appear on the ballot in Florida as an initiated constitutional amendment on November 8, 2020.

**Florida Dept. of Juvenile Justice – Community Programs Statewide (interactive online database):**

<http://www.djj.state.fl.us/partners/policies-resources/community-resource-guide/community-resource-guide-dashboard>

**D. MEDICAID & CHIP IN FLORIDA**

<https://www.medicaid.gov/state-overviews/stateprofile.html?state=florida>

**E. JUVENILE JUSTICE**



**NATIONAL REENTRY RESOURCE CENTER – STATE PROFILE**

**1. Lead state agency:**

**Florida Department of Juvenile Justice, Office of Prevention & Victim Services**

<http://www.djj.state.fl.us/services/prevention>

**2. Second Chance Act Grants – Office of Juvenile Justice Prevention and Delinquency**

<b>Grant: Track, Title</b>	<b>Contact</b>	<b>Jurisdiction</b>	<b>Term</b>
FY 2022 Second Chance Act Youth Reentry Program	Jeanine Peterson Gang Alternative Inc.'s Project REWIND <a href="mailto:jpeterson@myga.org">jpeterson@myga.org</a> Ph: (786) 391-2375	North Miami	10/01/2022 – 09/30/2025
FY 2021 Second Chance Act Youth Reentry Program	Amy Bradshaw Hoppock AMIKIDS, Inc. <a href="mailto:abradshaw@amikids.org">abradshaw@amikids.org</a> Ph: (813) 887-3300	Tampa	10/01/2021 – 09/30/2024
FY 2020 Second Chance Act Youth Reentry Program	Jorge Hernandez Florida Department of Juvenile Justice <a href="mailto:jorge.hernandez@djj.state.fl.us">jorge.hernandez@djj.state.fl.us</a> Ph: (850) 717-2627	Statewide	10/01/2020 – 09/30/2023
FY 2019 SCA Youth Offender Reentry Program	Shauntraí Curry Florida Department of Juvenile Justice <a href="mailto:shauntraí.curry@djj.state.fl.us">shauntraí.curry@djj.state.fl.us</a> Ph: (850) 841-0693	Statewide	10/01/2019 – 09/30/2023
SCA Addressing the Needs of Incarcerated Parents with Minor Children	Joel Botner County of Miami-Dade <a href="mailto:joel.botner@miamidadegov">joel.botner@miamidadegov</a> Ph: (305) 215-5682	Miami/ Dade County	10/01/2018 – 09/30/2022

**3. Ages of Juvenile Court Jurisdiction**

The age of a youth who comes within the jurisdiction of the state's juvenile courts is defined by state law in Florida.

<b>Upper Age</b>	<b>Lower Age</b>	<b>Extended Age</b>
17	NS	20

- In Florida, the highest age an individual's alleged conduct can be considered delinquent is 17. Fla. Stat. § 985.03. The lowest age for an adjudication of delinquency is not specified. Once a child has been adjudicated delinquent, jurisdiction of the juvenile court may extend through age 20 (up until age 21.) Ala. Code § 12-15-117 § 12-15-117.1. Fla. Stat. § 985.0301.
- Discretionary waiver: At a hearing, the Juvenile Court judge makes the decision and/or verifies that criteria are met before waiving its jurisdiction for prosecution in (adult) criminal court.
- Statutory exclusion: The legislature sets categories of qualifying offenses and ages that exclude minors from juvenile court jurisdiction.
- Once/always adult: The legislature makes the decision based on a minor's prior history in (adult) criminal court; or mandates are based on a minor's prior history in (adult) criminal court.
- Prosecutor discretion: Prosecutors can bring charges in (adult) criminal court as an executive branch decision.
- Criminal blended sentencing: Juvenile court can impose juvenile dispositions and/or adult criminal sanctions while retaining jurisdiction.



# Staffing Plan Hiring & Training A Great Team

## Everyone is successful when you invest in people.

You make an investment in a partnership with Summit and want to know that your foodservice is being managed by a team with the appropriate skills and positive mindset to make your program GREAT. We make an investment in our people, including competitive pay and meaningful, ongoing training and support to make sure we are hiring and retaining the right team for your facility.

The following sections will highlight our commitment to the facility as it pertains to our most important asset: our people.

*“I have a close relationship with all Summit employees and view them as an asset not only for Summit, but also for the Sheriff’s Office. You have good quality people.”*

**Sheriff Tony Thomson,  
Black Hawk County, Iowa**

### Staffing Plan

In the business since 1991, our experienced team knows exactly what it takes to supply the manpower needed to deliver you the quality service you need. We feel the staffing plan proposed represents adequate labor to maintain the following key points of service:

- Appropriate production and supervisory staff to ensure that all meals are prepared on time and meet quality expectations
- Adequate security during production and cleaning tasks

This proposed level of staff is based on requirements presented in the RFP, however, with additional inmate workers per shift, the Summit team is prepared to work with you to increase levels as needed to ensure that your kitchen runs smoothly.

Please see proposed labor schedules for each meal pattern on the following page.

### HOT, HOT, HOT LABOR SCHEDULE

Position/ Title	Pay Rate	M	T	W	Th	F	S	S
FSD	\$27.00	8.0	8.0	8.0	8.0	8.0		
Supervisor	\$20.00	8.0	8.0	8.0	8.0	8.0		
Supervisor	\$16.00	7.0	7.0	7.0			8.0	8.0
Supervisor	\$15.50			7.0	7.0	7.0	8.0	8.0
Supervisor	\$15.50	7.0	7.0			7.0	8.0	8.0

### HOT, HOT, COLD LABOR SCHEDULE

Position/ Title	Pay Rate	M	T	W	Th	F	S	S
FSD	\$27.00	8.0	8.0	8.0	8.0	8.0		
Supervisor	\$20.00	8.0	8.0	8.0	8.0	8.0		
Supervisor	\$16.00	7.0	7.0	7.0			8.0	8.0
Supervisor	\$15.50			7.0	7.0	7.0	8.0	8.0
Supervisor	\$15.50	7.0				7.0	8.0	8.0

### COLD, HOT, COLD LABOR SCHEDULE

Position/ Title	Pay Rate	M	T	W	Th	F	S	S
FSD	\$27.00	8.0	8.0	8.0	8.0	8.0		
Supervisor	\$20.00	8.0		8.0	8.0	8.0		
Supervisor	\$16.00	8.0		8.0			8.0	8.0
Supervisor	\$15.50			7.0	7.0	7.0	8.0	8.0
Supervisor	\$15.50	8.0				8.0	8.0	8.0

# Background Checks

## Contract Employee Background Screenings

In addition to background checks required by your facility, we use talentReef and Sterling Talent Solutions to facilitate standard checks at no cost to you.

At a minimum, we run the following background checks as part of the on-boarding process for all Summit team members:

- Seven (7) Year - National, State & County Criminal and Social Security Check
- Department of Motor Vehicles Check

5 – Panel Drug Screening

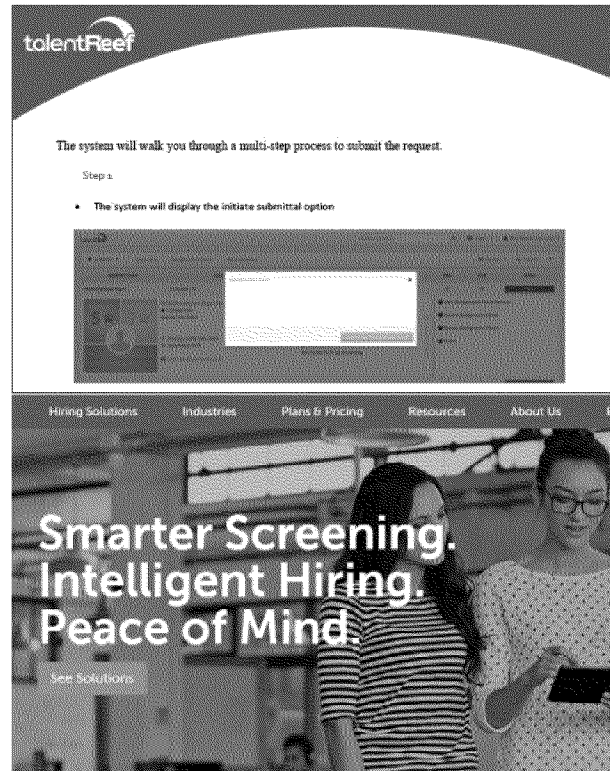
Our on-site management team will be well trained in utilizing our team member screening processes as new employees are hired.

## Health Examinations

Summit will provide documentation of health examinations for each employee to performing services under this Contract as required Local, State and Federal law

- Food Employee/Applicant Health
- Personal Cleanliness of Food Service Employees and.
- Hygienic Practices of Employees and Food Employees

Summit employees performing the scope of work under this Contract will undergo a physical examination by a licensed physician or nurse practitioner as required by local law. The physical examination shall include a physical systems check, a tuberculosis skin test and a chest X-ray as determined by the staff members' previous history or the current result of tuberculosis skin test, and a Hepatitis A and B vaccination. Summit will provide evidence of compliance with the above health regulation both annually and at the District's request. Documents shall be provided to the administration.



Summit will maintain documentation of employees' annual screenings for tuberculosis in accordance with local health codes.

Summit will maintain current, accurate, and confidential personnel records for each of the Contractor's employees performing the scope of work under this Contract. The Contractor's personnel records shall include at a minimum the following for each employee:

- Initial application
- Reference letters
- Pre-employment investigation results
- Health examination results
- Verification of training and experience
- Wage and salary information
- Performance evaluations
- Incident reports, as applicable and;
- Commendations and disciplinary actions, as applicable

## Training

It starts with Summit's leadership and local management team, which you will notice from their introduction earlier in this proposal, is made up of some of the best and most experienced people in the industry. We are committed to employing the right team members for your facility and then providing them with the training needed to be successful. Our all-inclusive management training program prepares them for working in your facility, allows them the opportunity to understand policies and procedures so they can perform well, and continuously supports their learning process and growth.

We have included a comprehensive overview of our training materials, to give you a firm understanding of how we prepare our Summit team members for success.

## Hourly Team Member Training

In addition to our standard program, we will ensure that all Summit team members complete any additional trainings that are equally important and specified by your facility.

## New Team Members

All team members new to our company receive a warm welcome. We review expectations, policies and procedures, and our core values, the foundation of which are the key areas that are important to you as our partner.

Among other introductory topics, other training materials may include:

- Corrections Procedure Manual review
- Foodservice safety and sanitation basics
- Emergency Procedures: Fire Safety, Chemical Safety, Equipment Safety, First Aid
- Working in the Correctional Environment
  - » Summit Food Service Staff-Inmate Worker Handbook for Correctional Service
  - » Contraband
  - » Key Control, Tool and Knife Control
  - » Selection of Inmate service workers
  - » Security Procedures and Regulations:

Training	SAFE	Driver's Training	Corrections
<b>Audience</b>	Available for all team members	Available for all team members who drive company or client-owned vehicles	For all team members in Corrections
<b>Mode</b>	Team Huddle	Team Huddle	Team Huddle, Boundaries is eLearning
<b>Frequency</b>	Monthly	Monthly	Quarterly
<b>October</b>	Illness Reporting & Hand washing	Rules of the Road	
<b>November</b>	Safety Cross	Importance of Wearing Seatbelts	Manipulation
<b>December</b>	Slip & Fall Prevention	Driving in Inclement Weather	
<b>January</b>	Ergonomics	Speeding	
<b>February</b>	Reporting Work-Related Injuries	Reporting Accidents	Key Control Managing Keys & Tools
<b>March</b>	Injury & Illness Prevention Program (Understanding Accident Prevention)	Harsh Cornering, Starts & Stops	
<b>April</b>	Harassment & Discrimination Training	Preventive Vehicle Maintenance	
<b>May</b>	Business Ethics – Integrity Guide	Food Safety for Drivers	HR Policies: Sick, Vacation, Time Off & Contraband
<b>June</b>	Emergency Response (fire, disaster, pandemic, etc.)	Client and Customer Interaction	
<b>July</b>	Temperature: Cold and Hot Holding/Cooling Process	Backing Up Safety	
<b>August</b>	HAZ COMM/GHS/PPE	Distracted Driving	Boundaries
<b>September</b>	Food Allergies	Parking Safety	



## Management and Leadership Development

Your Summit Food Service Director and other District Managers are key to your program and our partnership, and we are dedicated to their long-term achievement. We ensure they are prepared for success, offered plenty of opportunity to grow and develop new skills, and are encouraged at every step along the way.

## New manager onboarding with My Elior Journey

Food Service Directors new to Summit are enrolled in My Elior Journey. This program is essential in ensuring our Food Service Directors are given tools needed to succeed in your kitchens. Over the first ninety (90) days of their employment, Food Service Directors are provided with live trainings, online modules and learning guides to give them the foundational tools to lead a team.

Each Food Service Director is assigned a peer mentor. This individual is a dedicated resource for your new managers. They will guide the new managers through trainings, while serving as an additional resource to support the Food Service Directors with their knowledge and aid them in being trained on our systems and in our processes.

## Ongoing training & resources for managers Summit Intranet resource

Designed to be a one-stop-shop, this site hosts everything a Food Service Director needs to help them best manage your kitchen or commissary. The Summit intranet site includes resources such as safety reporting tools, training videos and resources, HR guidance, professional development tools, and more.

## Management Webinar Series

These management webinar series are provided bi-monthly and provide select management and leadership skills designed to foster an environment for team members to achieve their professional goals and develop capable leaders.

Examples include:

- Train and coach effectively
- Adult learning principles and handling challenges

## Corrections Quarterly

This quarterly publication encourages our teams to develop and refine their skills. Topics include key & sharps control, boundaries training, inmate manipulation and other information to assist managers to lead at their best.

## Rewards and Recognition

Summit takes great pride in supporting and recognizing team members who go above and beyond expectations. We are continually updating and developing new programs to acknowledge exemplary performance.

Recognizing our great team members has played a key role in ensuring that we remain an employer of choice within our industry. Our team member retention levels are the highest in the foodservice industry because we know how to attract, motivate, develop and retain some of the best talent available. We reward team members who exemplify our core values to our customers each day. Elior North America is able to provide you with exemplary service because of our exceptional team members.

*“Summit Food Services gave me the tools and the opportunity to advance in my career and continue to grow as a director.”*

**Jesus Moreno,  
Food Service Director, New Mexico**





# Safety

Preserving the safety of everyone we employ and serve is our highest priority. We educate, train, communicate, track, audit, and consistently follow up on our safety measures to ensure that the team serving your facility is well-prepared.

Our safety initiatives are created and lead through our Safety Team, with the mission to create and maintain a culture of safety awareness and practices to achieve an injury-free work environment. We fully understand the safety needs of a correctional facility and we will ensure safety and health practices in compliance with federal, state and local safety regulations.

## Education & Prevention

- Safety training is an integral part of onboarding for all team members
- We clearly communicate all safety standards & policies to all Summit team members
- The company safety policies are covered in the Employee Guidebook and all team members must acknowledge receipt with a signature.

### • Safe Training

Monthly food and work safety training modules are provided to the Food Service Director with application activities for hourly staff. Topic samples include:

- » Slip and Fall Prevention
- » Food Allergies: Reactions and Responses
- » Strain/Sprain Prevention
- PPE and safety equipment in ALL locations to prevent and manage accidents such as:
- First Aid & Pathogen Kits
- Safety goggles, chemical aprons and gloves
- Cut gloves (where allowed)
- We offer a \$25 subsidy to help employees purchase slip-resistant shoes

## Audits and Follow-Ups

- Summit District Managers are required to perform site audits every 30 days, which cover sanitation and safety practices.
- The national Safety Team reviews and investigates every reported accident with local, regional and national management citing corrective actions.
- Weekly accident review meetings allow Food Service Directors to consult with the national Safety Team about implementing safety precautions and practices to prevent accident reoccurrence.



### Safety Champions

Safety Champions are District Managers who serve as a resource for their regions, driving the safety mission by creating and maintaining a culture of safety awareness and practices to achieve an injury-free work environment.

### Occupational Safety & Health Act (OSHA) Policy

It is Summit's policy to provide a safe workplace for its employees through OSHA guidelines. Additionally, the Company provides safety training and requires its employees to follow all safety rules and to employ safe habits. It is the responsibility of our staff to observe the safety rules and regulations which apply to your facility. Any willful violation of safety rules and regulations by Summit employees shall be considered cause for disciplinary action.

It is important our employees practice safe work habits constantly and consistently in all areas of the workplace. The following Summit employee guidelines are just an example of our OSHA compliant safety training:

- **General Safety:** Unsafe conditions or unsafe acts should be reported to the direct supervisor immediately.
- **Injuries:** Work related injuries must be reported to a manager at once.
- **Fire Protection:** Every employee has the responsibility for reporting fires and the responsibility to fight small fires in their work area. Therefore, employees must know where the fire extinguishers are located and how to use them.

### Food Safety & Sanitation Program

Summit's Food Safety Program identifies points where contamination or development of harmful micro-organisms may occur and implements controls based on the hazards. Our policies and procedures are based on the FDA Food Code and compliant with local health department regulations, providing measures to prevent foodborne illness.

These include:

- Cleaning and Sanitizing surfaces, equipment, and service ware
- Food Handling safety standards at every stage in the process: purchasing, receiving, storage, preparing, cooking, holding, cooling, reheating, and serving.
- Cleaning schedules and checklists that are easy to understand and create an audit train for accountability.
- Corrective action when necessary

In addition to requirements of your facility, our teams understand and are compliant with the following regulations and publications:

- State Regulations for Retail Food Establishments
- State Standards for Local Detention Facilities and Local Juvenile Detention Facilities
- Operations Manual ICE Performance-Based National Detention Standards
- ACA Standards for Adult Local Detention Facilities
- NCCHC Jail Health Standards and Juvenile Health Standards

### Health Inspections

Your Summit Food Service Director will be the point of contact for the Health Department when inspections occur and is responsible for immediate action should any issues arise.

All Health Department Inspections are then reviewed by the national Safety Coordinator to monitor and track performance as well as celebrate perfect scores.

For all situations, we have contingency plans and crisis management support that will be immediately engaged to allow us to continue service in extreme circumstances.

## Planning For Emergencies

In any emergency situation, you need to trust that your partner will be prepared and take charge with solutions. Summit has the experience, foresight, and support resources to ensure that foodservice operations in your facility will continue to meet the daily needs required. We have maintained operations through many emergency situations including:

- Lockdowns
- Pandemics
- Strikes (employee, public transportation strikes, etc.)
- Power failures
- Natural disasters (blizzards, tornadoes, hurricanes, etc.)

### Emergency Meals

Summit is uniquely positioned to maintain service levels during emergency conditions through the support of our sister company, PMC (Prepared Meals Company), a supplier to the FEMA National Response Program. We have access to obtain pre-packaged, sealed meals that meet correctional dietary requirements.

### Coastal Disaster Relief

Each year prior to the hurricane season, the Summit team prepares and updates contingency plans for each unit in the coastal areas to ensure

that food service operations are available to support the facility staff, inmates and relief volunteers during emergency situations.

### Lockdowns

If a disturbance in the facility or serving area requires a lockdown, our Food Service Director will respond immediately. Each Summit food service director is familiar with the following procedures:

1. The facility administration will keep the Food Service Director advised of the situation and the lifting of the lockdown.
2. In all instances, the kitchen should be immediately secured.
3. Exterior entrances, including loading docks, should be secured.
4. Elevators should be returned to the kitchen level and locked.
5. All potential weapons should be returned to the secured cabinet.
6. Unnecessary movement in the foodservice area should cease.
7. The Food Service Director should assign responsibilities for lockdown procedures in advance. However, everyone without an assignment should stay where they are.

## Contingency Menus

A contingency plan menu will be developed by the Food Service Director and Summit’s District Manager and submitted for your approval. Details may include:

- The first eight meals can be prepared and served with no power source available.
- A menu designed for service on disposable service ware.
- Pre-sliced cold cuts and cheeses and packaged items for the menu will be kept in the freezer.
- Items such as a variety of cold cereals, peanut butter, tuna fish and canned chicken and soups, will be kept in dry storage inventory.
- Soup will be served in covered paper cups when the power source is limited, providing at least one hot meal item.

Event	Short Term Solution	Long Term Solution
<b>Loss of utilities and/or facilities due to flooding, earthquake, fire, explosion, hurricane, tornado, disturbance or destruction.</b>	We will consult with you for approval and implement a contingency plan menu.	A revised menu that meets nutritional requirements will be developed by registered dietitians based on the production and service capabilities of the kitchen. In the case that the kitchen is unusable, mobile kitchens may be considered.
<b>Strike by Supplier</b>	Summit will retain a minimum two-week supply of product on the premises.	Our procurement team will pre-determine an alternate supplier to be used in such a case so that service may be uninterrupted.
<b>Equipment Breakdowns</b>	We will utilize other production techniques and/or make approved substitutions to accommodate equipment still in operation.	We will assist by leveraging our relationships with equipment suppliers to ensure expedited shipping and best price for you.
<b>Lockdown</b>	We will consult with you for approval and implement a contingency plan menu.	A revised menu that meets nutritional requirements will be developed by registered dietitians based on the production and service capabilities of the kitchen. In the case that the kitchen is unusable, mobile kitchens may be considered.



# Value-Added Services

## GOOD to GO

**Your facility runs around the clock... shouldn't your Staff Dining options keep the same schedule?**

**We think so!** Officers and staff work hard and need to refuel throughout every shift. We take vending machines to the next level with the Good to Go micro market. Using your existing cameras and partnering together for honesty monitoring, Good to Go allows around the clock access to help keep your team powered up and going strong.

### **GOOD TO GO offers:**

- Easy, intuitive self-checkout system allows 24/7 access
- A customized menu developed to meet your team's specific taste and needs
- Unique beverage and snack options offer more variety than vending machine standbys
- Both from-the-cooler and from-the-shelf entrees like soups, burritos, and breakfast sandwiches can be heated for a full, hearty meal
- Some programs also offer choices like fresh salads, Greek yogurt, fruit, and lean protein selections that keep wellness in mind

### **We'll bring:**

**Retail Merchandising Wall** with hooks and shelves for display

**Double door cooler** for chilled food and cold beverages

Intuitive **Point-of-Sale** system with scanner and self-checkout feature

Delicious, convenient food

### **You bring:**

Internet Connections

Electric

At least 10 feet of space

### **Hungry staff!**



# STAFF DINING BEFORE & AFTER





BEFORE



AFTER



BEFORE



AFTER



RAPPAHANNOCK  
COUNTY, VIRGINIA

# MAKING A DIFFERENCE—MICRO MARKETS



CHAVEZ COUNTY



COBB COUNTY



COBB COUNTY



COBB COUNTY



COLLIER COUNTY





# THE OUTSIDEINSIDE CONNECTION

CONNECTING WITH THE WORLD OUTSIDE THE WALL



# THE OUTSIDEINSIDE CONNECTION

Reinforcement with positive rewards.

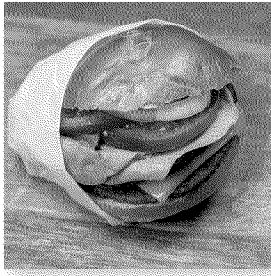
Food is powerful. When combined with a positive behavior reinforcement program, a department can maintain the security of a facility with less force and disruption. Our goal is to strengthen the connection between the inmate and their friends and family on the outside. We create positive experiences for the inmate that receives a specialty meal or gift bag. Over time, positive behavior is reinforced with positive rewards.

- OutsideInside e-commerce program is a way to connect the family or friends (FOF) with an inmate
- We carry the costs of the program
- Simple website navigation and credit card purchase ensure easy of use
- Our current programs include gift bag items as well as fresh food items
- The hot food meals are able to be contracted separately

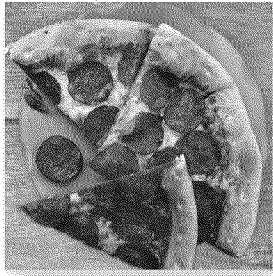


MEALS

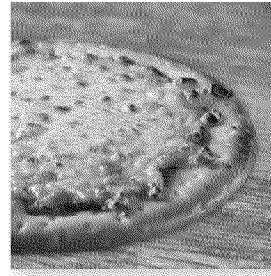
DOUBLE CHEESEBURGER



PEPPERONI PIZZA



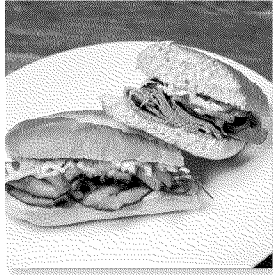
CHEESE PIZZA



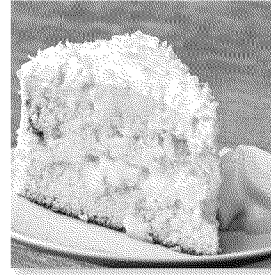
BONELESS WINGS



PHILLY CHEESE STEAK



5" BIRTHDAY CAKE



ANYTIME MUNCHIES



CELEBRATION



RIGHT ON TIME



SWEET & SALTY



THINKING OF YOU

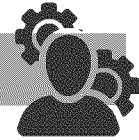


PERSONAL CARE



BASKETS

## 04 OPERATIONAL PREPARATION



- Review the menu
- Order products
- Order supplies
- Ensure enough product to provide 110% fulfillment the first week
- Locate marketing materials and ensure placement area is prepared
- Schedule the teams
  - Meal preparation
  - Meal packaging
  - Meal Staging
  - Meal Delivery and solve inmate movement/missed delivery with re-delivery to new unit
- Implement "Coming Soon" marketing materials

## 05 GO LIVE!



- Web page verification and monitoring
- Location tracking and training
- Meal staging
- First week meal preparation, production, and delivery
- Proper retention of all transaction documents

## 06 POST OPENING ANALYSIS



- Make note of any issues
- Communicate with the client on performance and delivery %'s
- Provide weekly and period financial reporting
- Ensure all concerns/complaints are resolved



## OUTSIDEINSIDE



- Simplifying the process for friends and family to order a gift bag or a hot, fresh special meal for an inmate
- Order from home, at your work, on your phone or your tablet
- Always open 24x7, 365

## MAINTAIN CONTROL



- All merchandise is assembled at the facility - no shipping delays
- We maintain all transaction records
- Capture email and IP address
- System utilizes 256 bit encryption to ensure data is secure

## USER FRIENDLY



- Intuitive web page designed to ensure users at every level of internet expertise can navigate the ordering process

## FRESH AND HOT SPECIALTY MEALS



- The most powerful tool comes from the kitchen
- Restaurant quality items
- Comparison pricing
- Delivered hot and fresh

## IMPROVE MORALE



- Tightens the gap between family and the inmate
- Provides positive reinforcement of good behavior
- As inmate morale improves, officer and staff morale improves
- Improved officer and staff morale equals reduced turnover

## PATHWAYS VOCATIONAL TRAINING



Pathways is a tiered offender food service certification program that provides training in culinary skills, service, sanitation, and general food service production. Upon completion of all levels of the program, offenders are equipped with the knowledge and skills to earn the Manager ServSafe certification, a nationally recognized food-related safety standard used by restaurants and food service companies throughout the United States. Post-incarcerated graduates of the program then have the opportunity to successfully compete in the open job market.

# HOW IT WORKS

The technical requirements are typically already in place at the facility.

- We receive an electronic inmate roster (similar to the one used for commissary, inmate phones, VINES and medical) sent to an FTP site
- Our in-house IT department receives and imports the information needed to enter into our system
- The transaction process is PCI compliant

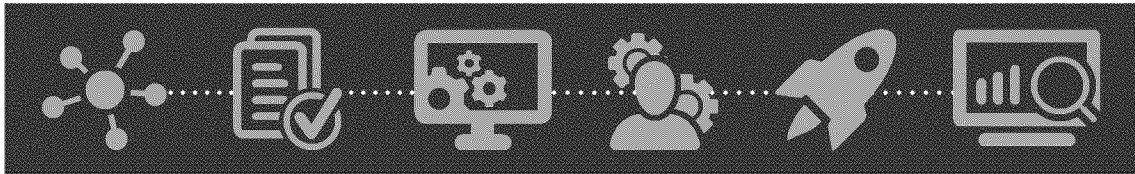
Execution of the order is simple and efficient.

- Order is confirmed
- Local team receives email notification of the order
- The day prior to the delivery day, all of the product that is needed to complete the orders is pulled and organized
- The day of the order delivery, our team will prepare the items in the afternoon, and delivery is usually done after the dinner meal is completed
- The number of orders per week and the delivery schedule is developed with the client leaders at each facility
- Upon delivery to the inmate, the inmate signs a receipt for the meal and receives the meal

We provide marketing materials for both the inmates, family and friends. These items include:

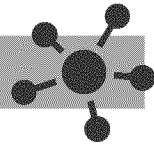
- Professional wall signs for visitation and the inmate communication boards
- Flyers in visitation areas for family and friends to take home as a reminder of website and products
- A link to the site is also located on the Sheriff's and/or Jail website for

# STEPS TO IMPLEMENTATION



01

## DETERMINE THE PROGRAM STRUCTURE



- Hot, fresh specialty meals and/or gift bags
- Delivery days and times
- Scheduling
  - Our Staff --- Inmate Crews --- Delivery Staff

02

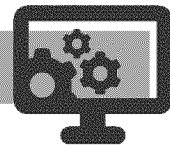
## DOCUMENTATION OF THE PROGRAM



- Legal amendment
- Order and delivery schedules
- Menu approvals
- Signage approvals
  - Size and type --- Location in the facility

03

## WEB PAGE DEVELOPMENT



- Connect client IT with our IT
- FTP - file transfer protocol
- Merchant account initiation and testing
- Testing
- Establish account email and notification protocol

# Required Forms



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/31/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Brown & Brown Inc. 80 South 8th Street Suite 700 Minneapolis, MN 55402		1-612-333-3323		<b>CONTACT NAME:</b> Dawn Heinemann or Angela Whirley	
<b>INSURED</b> Elior, Inc DBA Elior North America 300 S. Tryon Street, Suite 400 Charlotte, NC 28202				<b>PHONE (A/C, No, Ext):</b> 612-333-3323	<b>FAX (A/C, No):</b> 612-373-7270
				<b>E-MAIL ADDRESS:</b> eliorcerts@bbrown.com	
				<b>INSURER(S) AFFORDING COVERAGE</b>	
				<b>NAIC #</b>	
				INSURER A: SENTRY INS CO 24988	
				INSURER B: ACE PROP & CAS INS CO 20699	
				INSURER C: SENTRY CAS CO 28460	
				INSURER D: XL INS AMER INC 24554	
				INSURER E: RSUI IND CO 22314	
				INSURER F:	

**COVERAGES**

**CERTIFICATE NUMBER:** 66466380

**REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9018840005	09/01/22	09/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9018840003 (AOS)	09/01/22	09/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
A	<input checked="" type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9018840006 (VA)	09/01/22	09/01/23	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>	9018840004 (MA)	09/01/22	09/01/23	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	XEUG71175194005	09/01/22	09/01/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9018840001 (AOS)	09/01/22	09/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9018840002 (OR, WI)	09/01/22	09/01/23	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> 1ST LAYER EXCESS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	US00112531LI22A	09/01/22	09/01/23	LIMIT 15,000,000
E	<input checked="" type="checkbox"/> Excess Auto Policy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	NHA099188	09/01/22	09/01/23	Each Occurance 2,000,000
A	<input checked="" type="checkbox"/> LIQUOR LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9018840005	09/01/22	09/01/23	LIMIT 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
SEE ATTACHED FOR NAMED INSURED LISTING.  
POLICIES PROVIDE ON BLANKET BASIS - ADDITIONAL INSURED/PRIMARY AND NON-CONTRIBUTORY AND WAIVER OF SUBROGATION.  
EVIDENCE OF INSURANCE.

<b>CERTIFICATE HOLDER</b> BID PURPOSES ONLY	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)  
ddebuhr  
66466380

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This document is a free translation of the original, which was prepared in French. All possible care has been taken to ensure that the translation is an accurate representation of the original. However, in all matters of interpretation of information, views or opinions expressed therein, the original language version in French takes precedence over this translation.

The use of the masculine pronoun in this document is for convenience only and all references to the masculine gender should be understood as including other genders where appropriate.



# Universal Registration Document

## Annual Financial Report

### Fiscal 2021-2022

**Société anonyme** (French joint-stock corporation)

Share capital: €1,724,442.29

Registered office:

9 -11 Allée de l'Arche

92032 Paris La Défense Cedex, France

Registered in Nanterre under no. 408 168 003



The original French-language version of this Universal Registration Document (the *Document d'Enregistrement Universel*) was filed on December 23, 2022 with the Autorité des Marchés Financiers (AMF) in its capacity as the competent authority as defined in Regulation (EU) 2017/1129, without prior approval as provided for in Article 9 of said Regulation.

The *Document d'Enregistrement Universel* may be used in support of a public offering of securities or the admission of securities to trading on a regulated market if accompanied by a securities note and, where applicable, a summary and all amendments to the *Document d'Enregistrement Universel* filed since it was first approved. The prospectus formed by these documents must be approved by the AMF in accordance with Regulation (EU) 2017/1129.

Copies of the *Document d'Enregistrement Universel* in French and the English translation thereof (the Universal Registration Document) may be obtained free of charge from Elior Group's registered office, or may be downloaded from the websites of Elior Group ([www.eliorgroup.com](http://www.eliorgroup.com)) and the AMF ([www.amf-france.org](http://www.amf-france.org)).



An e-accessible version of this document is available at [www.eliorgroup.com](http://www.eliorgroup.com).

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Ellor, Inc**

**2** Business name/disregarded entity name, if different from above  
**Summit Food Service, LLC**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
*Note:* Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  
 Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) 5  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**101 N. Tryon Street, Suite 525**

**6** City, state, and ZIP code  
**Charlotte, NC 28202**

**7** List account number(s) here (optional)

**Requester's name and address (optional)**

**Part I Taxpayer Identification Number (TIN)**  
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

*Note:* If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number								
2	6	-	2	2	3	4	8	0

**Part II Certification**  
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ *[Signature]* Date ▶ 1/3/2023

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**  
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



Company ID Number: 667047

Client Company ID Number: 2042341

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	Summit
Company Facility Address	500 E 52nd St Sioux Falls, SD 57104
Company Alternate Address	
County or Parish	MINNEHAHA
Employer Identification Number	201147818
North American Industry Classification Systems Code	722
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	1 site(s)



REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT

**RFP TITLE:**  
**Inmate Food Service**

**RFP NUMBER:**  
**RFP COR 43-23**

<b>ISSUE DATE:</b>	<b>June 19, 2023</b>	
<b>NON-MANDATORY PRE-PROPOSAL MEETING</b>	<b>June 21, 2023</b>	<b>2:00 P.M. CST</b>
<b>LAST DAY FOR QUESTIONS:</b>	<b>June 28, 2023</b>	<b>3:00 P.M. CST</b>
<b>RFP OPENING DATE &amp; TIME:</b>	<b>July 13, 2023</b>	<b>3:00 P.M. CST</b>

NOTE: RESPONSES RECEIVED AFTER THE OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be submitted electronically by the time and date listed above. Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RESPONSE. RESPONSES WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT.

COMPANY NAME Summit Food Service, LLC

MAILING ADDRESS 500 East 52nd Street North

CITY, STATE, ZIP Sioux Falls, SD 57104

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 26-2223480

TELEPHONE NUMBER: 704-969-2070 EXT: \_\_\_\_\_ FAX: 605-444-5099

EMAIL: brittany.mayer-schuler@elior-na.com

I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A SUBMITTAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS SUBMITTAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS SUBMITTAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: *Brittany Mayer-Schuler* TYPED OR PRINTED NAME Brittany Mayer-Schuler

TITLE: President DATE: 06/29/2023

Rev: September 22, 2015



**NOTICE TO RESPONDENTS**  
**RFP COR 43-23.**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept responses until 3:00 P.M. July 13, 2023 for **Inmate Food Services**

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the bid/bid description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 P.M. (CST) July 13, 2023**, at which time all timely submitted bids will be opened and reviewed. The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

A **non-mandatory** pre-proposal meeting will be conducted at the Department of Corrections, 1200 E. James Lee Blvd, Crestview, FL 32536 on **June 21, 2023 at 2:00 P.M. (CST)**. The meeting is non-mandatory, attendance is not required. Attendees shall meet at the front door of the building for the pre-proposal meeting. Okaloosa County will transmit to all plan holders of record an Addenda in response to written questions received no later than seven (7) days prior to Bid Opening date. Oral statements may not be relied upon and will not be binding or legally effective.

The County reserves the right to award to the firm submitting a responsive submittal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in responses received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

For solicitation information, please contact:

DeRita Mason  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
850-689-5960

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DeRita Mason  
Purchasing Manager

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Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ROBERT A. "TREY" GOODWIN, III, CHAIRMAN

## INMATE FOOD SERVICES

### RFP COR 43-23

## SPECIFICATIONS

**INTENT** – The intent of this solicitation is to invite priced proposals for the purpose of providing food services for inmates in custody of the Okaloosa County Department of Corrections in accordance with the special conditions and specifications contained in this Request for Proposals. Pricing shall be expressed as a price per each individual meal served.

### GENERAL

1. The Okaloosa County Department of Corrections (Department) serves meals to an average daily population of approximately 750 inmates.
2. The yearly estimate of meals is 821,250.
3. The current contractor employs four cooks and a site supervisor that are supervised by the contractor and the County.
4. The Department requires a three (3) tier meal plan which will give the department three options to choose from. Pricing for each package option to be set as a flat rate (Price Per Meal) per inmate multiplied by the number of meals served. (See below for sample pricing)

<b>Meal type</b>	<b>Price per meal</b>	<b>Price per meal</b>	<b>Price per meal</b>
<b>Inmate meal</b>	<b>\$0.851</b>	<b>\$0.871</b>	<b>\$0.891</b>
<b>Staff meal</b>	<b>\$0.851</b>	<b>\$0.871</b>	<b>\$0.891</b>
<b>Outside Boxed lunch meal</b>	<b>\$0.851</b>	<b>\$0.871</b>	<b>\$0.891</b>
<b>Special Modified Meal (medical Needs)</b>	<b>\$0.851</b>	<b>\$0.871</b>	<b>\$0.891</b>
<b>Special Management Meal</b>	<b>\$0.851</b>	<b>\$0.871</b>	<b>\$0.891</b>
<b>Religious meals (Kosher,etc.)</b>	<b>\$0.851</b>	<b>\$0.871</b>	<b>\$0.891</b>

- a. The meal quantities provided are approximate and represent the estimated requirements for the contract period.
- b. Unit price and extended total prices shall be used only as a basis for evaluation of proposals.
- c. Actual meal quantity necessary may be more or less than estimates listed in the specification document and the County shall be neither obligated nor limited to any specified amount.

### SCOPE OF SERVICES

1. The Food Service provider (Contractor) shall provide for all aspects of the food service operation and meet minimum requirements of the Department of Health & Rehabilitative Services standard 64E-11 Florida Administrative Code, Florida Model Jail Standards, Florida Corrections Accreditation Commission, National Commission on Correctional Health Care Accreditation, and other applicable local, state and federal regulations.

2. Throughout the Term of the Contract and each renewal Term, the contractor shall secure and pay all federal, state and local licenses, health certifications, permits and fees that may pertain to the food service operation as required by federal, state and local law.
3. The contractor shall insure that no employee or inmate shall work in any area of food service operations if he/she is known to have or suspected of having a communicable disease, open wounds or sores, or respiratory infections. Clean outer garments will be worn, and all inmates working in food service or delivery will maintain a high degree of personal cleanliness. Documentation of inspections of inmates are required by Accreditation Standards and this documentation will be forwarded to Support Services Supervisor monthly. Employee uniform shirts shall be easily identified and a different color from inmate uniforms.

4. **Contractor provided staff**

- a. The contractor shall insure that all food preparation will be performed by or supervised by an employee trained in culinary services, holding a professional Food Manager certification as required by Chapter 64E-11.012 Florida Administrative Code, with a minimum of 3 years corrections food service experience, and food knowledge, experience, capabilities to manage and direct the total administrative requirements for a nutritionally sound food service operation, and represent the contractor having authority to act on the contractor's behalf.
- b. The contractor shall provide sufficient, qualified staff to maintain food service operations for three meals each day of the year. Should inmate labor not be available the contractor must maintain a list of employees that have been pre-approved by the facility to work onsite to cover needs to prepare/serve meals.
- c. The contractor shall define employees hiring practices to include a criminal background check procedures and physical exams as required by Accreditation Standards. No employee that has been banned from another facility will be allowed to work in the County's facility. An affidavit attesting to the completion of background checks shall be maintained on site for each employee.
- d. The contractor will comply with the JESSICA LUNSFORD ACT (Section 1012.32, Florida Statutes). Background screening requirements for certain non-instructional employees and contractors, except as provided in s. 1012.467 or s. 1012.468, non-instructional employees or contractual personnel who are permitted access on grounds when juveniles are present, who have direct contact with juveniles must meet level 2 background check screening requirements as described in s. 1012.32. The cost of the state and federal criminal history check required by level 2 screening will be borne by the contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or under contract must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under contract. If it is found that a person who is employed or under contract does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.
- e. Contractor shall answer inmate grievances/request electronically via Securus SCP software program within seven (7) days of receipt. The Department will provide training for inmate grievance processes.

5. **Inmate labor**

- a. The County shall make available sentenced inmate crews of a reasonable number whenever possible to assist in the daily food service preparation, processing, cleaning, etc.
- b. Inmate labor will be provided by the County unless population levels decrease to the point where the labor force must be reduced. The County will give three (3) days' notice when requested inmate labor is not available so the contractor can arrange for additional outside personnel to perform the services normally rendered by inmate labor.
- c. The contractor shall include a list of inmate worker needs along with their proposal.
- d. When inmate labor is provided, the contractor will train the inmate workers on routine tasks, maintenance and operation of food service equipment and other duties assigned by the contractor's personnel and maintain records of such training. Documentation of training of inmates is required by Accreditation Standards and this documentation will be forwarded monthly to the Support Services Supervisors.

- e. Training of inmates must include safety and sanitation guidelines and be closely followed. All injuries will be reported in writing and reviewed for proper safety guidelines. Contractor will provide a plan to help reduce or prevent re-occurring injuries.
  - f. The contractor will be responsible for full supervision of inmate labor while they are utilized in the food service operation. The contractor will be responsible for the monitoring for destruction of County property by inappropriate and/or misuse of equipment and other property. The contractor shall be responsible for the repairs or replacement of equipment as determined by the County.
  - g. The County cannot guarantee the continuity of inmate labor during emergency situations and the contractor shall provide backup labor on occasion via outside personnel to perform the services normally rendered by inmate labor. The County will seek alternative funding mechanisms during these situations.
6. The contractor shall insure that inmates will be given three substantial, wholesome and nutritious meals daily. Meals must be presented in a clean, presentable style. Not more than 14 hours may lapse between the evening meal and the morning meal. Beverage serving is a powdered drink mix, prepackaged, and placed on the food tray, and the contractor will provide a disposable cup once a day. Hot meals shall be served at least once daily. Seasonal fruits and vegetables shall be included in menu planning. Special consideration must be taken when planning meals for juvenile inmates, pregnant inmates, and other special diets as determined by medical personnel. Juveniles must be provided one healthy snack daily, in addition to three nutritious meals.
7. The contractor will be required to purchase, to the maximum extent practicable, domestic commodity or product, under the **BUY AMERICAN [7 CFR PART 210.21 and 250.23]**.
- a. "Domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.
  - b. The contractor shall inform the County if a domestic food is unavailable. Documentation must be shown that consideration was given on the use of a domestic alternative food before approving an exception.
  - c. The contractor shall not substitute commercially-purchased foods for United States Department of Agriculture (USDA) ground beef, ground pork, and processed end products received.
  - d. The County shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of United States origin, and of equal or better quality than the USDA Foods.
  - e. The County reserves the right to review contractor purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. sections 210.21 and 250.23. The contractor shall provide Nutrition Facts labels and any other documentation requested by the County to ensure compliance with United States content requirements.
  - f. The contractor shall provide documentation on the use of non-domestic food when competition reveals the cost of domestic food is significantly higher than non-domestic food.
  - g. The contractor shall provide documentation for the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.
8. The contractor shall provide a contingency plan for providing food service in the event of lockdowns, strikes, natural disaster, epidemics, riots, fire, power failure or other events such as facility repair or renovations that may impact normal operations. Should the contractor be unable to use our facilities, any site chosen should comply with the **CLEAN AIR AND WATER POLLUTION ACTS [Appendix II to 2 CFR 200]** and all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).



9. The contractor shall provide for approval menus that satisfy the recommended dietary allowances of the National Research Council – National Academy of Sciences, and meet the requirements of the USDA
10. The contractor shall provide for menus to be planned for not less than 28 days in advance and certified by a nutritionist. Only USDA inspected and approved meats, poultry, eggs, and dairy may be used. Only seafood handled in accordance with HACCP standards may be used in meal preparation. Proposed 2700 calorie menus shall be compatible with the sample menu attached (Exhibit D) and shall be submitted as part of the response to this Request for Proposals. Contractor menus shall provide for special meals on Christmas, Thanksgiving, and Easter.
11. The contractor shall provide for modified diets to be prepared for inmates when ordered by a physician or designee.
12. The contractor shall retain records of meals served for four years plus the current year.
13. Food may not be withheld nor the standard menu varied, as a disciplinary sanction or as a reward for good behavior or work for an individual inmate.
14. The contractor must provide bag meals to inmates going to court and to offsite work crew inmates. If an inmate going to court or work is a special diet, the bag meal must be made in consideration of the special dietary needs.
15. Contractor shall supply meals for officers at the inmate price per meal, based on one meal per officer per shift, 2 shifts per day, and 365 days per year. Contractor shall provide coffee, filters, sugar, creamer, and artificial sweeteners for staff. Meals will be provided to staff, officers, and other emergency personnel during emergency situations as requested by the Department of Corrections.
16. The contractor shall provide special management meals meeting the minimum daily nutrition requirements and as approved by a physician or qualified medical staff member in place of regular meals in the event an inmate demonstrates disruptive behavior to include: throwing food, beverages, food utensils, food trays or any substance including human waste with food utensils or a tray. Any menu substitution must be approved by a correctional Captain or higher authority.
17. The contractor shall provide inmates additional caloric intake in excess of regular meals if approved by a nutritionist or similarly qualified person, as being reasonably necessary because of work or labor being performed by the inmate.
18. The contractor shall provide religious diets to inmates upon approval of the Chaplain and Food Service Manager.
19. The contractor shall permit inspections of meals, food preparation, storage, food service areas, sanitation practices, transporting vehicles and procedures for accurately counting and claiming meals provided; nothing in this paragraph shall be construed as to relieve the contractor of its independent obligation to provide proper oversight and supervision of its operations or to otherwise comply with State and Federal rules and/or regulations. Such inspections shall be conducted as often as deemed necessary by the Chief Correctional Officer of the Department of Corrections or his designee and corrections made on deficiencies found.
20. The contractor shall insure that food supplies not in preparation are stored in a locked, clean, well ventilated room, which is free from vermin.
21. The contractor shall insure that soaps, detergent, waxes, cleaning compounds, insect and rodent spray and other poisons be kept in a locked storage area separate from food supplies.

22. The contractors shall provide for the preparation of pre-plated meals for service on thermal insulated trays in quantities specified by Department staff and placed on carts. The trays for delivery will be clean and free of food on the outside.
23. Department staff shall insure that carts are returned to the food service area in a timely manner. Disposable cutlery will be provided by the contractor.
24. The contractor shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the County and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities.
  - a. The contractor shall insure that all equipment and food service implements are kept clean when not in use, and cleaned promptly following each use.
  - b. The contractor shall place garbage and trash in containers as specified by the County and place them in designated areas.
  - c. The contractor shall clean the kitchen area including, but not limited to, sinks, counters, floors, walls, equipment, tables, chairs, flatware, and utensils.
25. The contractor shall notify Department maintenance or warehouse staff in writing when equipment, structures and fixtures are damaged or otherwise require repair.
26. The contractor shall maintain a procedure to keep an accurate accounting of all culinary equipment, specifically knives, sharps, etc.
27. The contractor shall maintain control of food service items such as mace, nutmeg and raisins, sugar, fruit, etc. that might be used to manufacture contraband beverages.
28. The contractor shall insure that refrigerators are maintained at temperature levels consistent with 63E-11 Florida Administrative Code and are recorded.
29. The contractor shall develop a refrigerator checklist or other form to be used to document refrigerator temperatures and inspections daily. The contractor will provide to the County, on a date and in a form mutually acceptable to the contractor and the County, regular meetings with the District and Site Supervisor to discuss issues and concerns. This provision does not preclude any immediate action required to address problems which would require prompt action or resolutions.
30. The contractor must outline how they will maintain eligibility to receive USDA donated commodity foods, and how they will be used and stored.
  - a. Any USDA Foods received for use by the County and made available to the contractor shall be utilized within the specified Term of this Contract in the County's food service operation for the preparation and service of meals and for other allowable uses in accordance with 7 C.F.R. 250.
  - b. The contractor shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service operation, subject to approval of the County.
  - c. The contractor shall manage all USDA Foods to ensure the foods are utilized in the County's food service. USDA Foods shall not be sold, exchanged or otherwise disposed of without the approval of the USDA.
  - d. The contractor shall utilize all USDA ground beef, ground pork, and processed end products received in the County's food service operation. Commercially purchased foods shall not be substituted for these foods.
  - e. The contractor shall utilize all other USDA Foods, or substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the County, in the County's food service operation.
  - f. The contractor shall credit the County for the full value of all USDA Foods received for use in the County's meal service during the year (including both entitlement and bonus foods) regardless of whether the USDA Foods have been used. If the contractor acts as an intermediary between a processor and the County, the

contractor shall credit the County for the value of USDA Foods contained in the processed end products at the USDA processing agreement value, unless the processor is providing such credit directly to the County. The contractor will issue all such credit in full prior to the expiration of each Contract Term.

- g. The contractor will clearly identify USDA food credits on the County's monthly bill/invoice and record these credits on a separate line item entry. Each month, the contractor will also provide a detailed account of all the USDA Food items that were used and the credits issued for any unused USDA Food items.
- h. The current value of USDA Foods is based on the information listed on the County's Web-Based Supply Chain Management (WBSCM) Requisition and by the Requisition Status Report. If not listed, the current market value of USDA Foods will be based on the prices issued by the Florida Department of Agriculture and Consumer Services (FDACS).
- i. The County shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. subparagraph 210.9(b)(2).
- j. At the end of each Contract Term and upon expiration or termination of the Contract, a year-end reconciliation shall be conducted by the County to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the contractor during each Contract Term for use in the County's food service operation.
- k. The County shall verify receipt of USDA Foods shipments through its electronic records or by contacting FDACS or the processor, as applicable.
- l. The contractor must keep separated inventories (both physical and accounting) of USDA Foods and regular purchased food.
- m. The County and contractor must maintain records of receipt of USDA Foods and processed end products, of crediting for the value of USDA Foods, and other records relating to USDA Foods in accordance with 7 C.F.R. section 250.54. All records pertaining to USDA Foods shall be maintained and made available for inspection by the County, FDACS and the USDA for a period of five (5) years plus the current year.
- n. The contractor will comply with the storage and inventory management requirements for USDA Foods in 7 C.F.R. paragraph 250.14(b). USDA ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in the County's food service operation.
- o. The contractor must accept liability for any fault or negligence on its part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the County.
- p. The County and FDACS have and preserve a right to assert claims against other persons to whom USDA Foods are delivered for care, handling or distribution, and will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, USDA Foods.
- q. The County and contractor shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the County and contractor cannot agree on end products, the contractor shall utilize the USDA Foods in the form furnished by the USDA.
- r. The County shall be responsible for contracting with any commercial facility for the processing or repackaging USDA Foods. The contractor shall pay all related processing fees and costs. The County shall not be responsible for any costs associated with processing USDA Foods. Although the contractor may procure processed end products on behalf of the County, the contractor itself shall not enter into any processing agreements with a processor, nor shall the contractor enter into any subcontracts for further processing of USDA Foods. If the contractor procures processed end products on behalf of the County, the contractor will comply with the provisions of the County processing agreement(s) and the requirements in subpart C of 7 C.F.R. 250.
- s. The contractor shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The contractor must submit to the County monthly inventory reports showing all transactions for processed and non-processed USDA Foods. Failure by the contractor to maintain records as required 7 C.F.R. section 250.16 shall be considered prima facie evidence of improper distribution or loss of USDA Foods and the contractor shall be subject to the provisions of § 250.13(e).
- t. The County, FDACS, Comptroller General of the United States, Florida Auditor General, USDA, or any of their duly authorized representatives may perform on-site reviews of the contractor's food service operation at any reasonable time. This includes the inspection and inventory of USDA Foods in storage or the facilities used in the handling or storage of such USDA Foods, and inspection and audit all records, including financial records, and reports pertaining to the distribution of USDA Foods and may review or audit the procedures and methods used in carrying out the requirements of this contract and 7 C.F.R. 250 and 210.

- u. The contractor shall return all unused USDA ground beef products, ground pork products, and processed end products to the County upon termination, expiration, or non-renewal of the Contract.
  - v. At the discretion of the County, the contractor may be required to return other unused USDA Foods to the County upon termination, expiration, or non-renewal of the Contract.
  - w. The County shall retain title to all USDA Foods provided to the contractor for use in the County's food service operation.
  - x. USDA Foods or processed end products containing USDA Foods shall not be used outside of the County correctional facility food service operation.
  - y. The FDACS and the USDA are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by the County or the contractor. The County and the contractor have full responsibility for ensuring the terms of the Contract are fulfilled
  - z. The contractor shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following
    - i. The receipt, use, storage, and inventory of USDA donated Foods;
    - ii. Monthly inventory reports showing all transactions for processed and non-processed donated USDA Foods; and
    - iii. Documentation of credits issued to the County for donated USDA Foods received; and
    - iv. Documentation of credits issued to the County for donated USDA Foods owned by the County prior to the contract execution date.
31. The contractor shall be responsible for maintaining an adequate supply of small wares to include serving trays, eating utensils, cooking utensils and other food preparation and delivery supplies.
32. Sanitation of the kitchen facilities (including County equipment and supplies provided for the execution of this contract) will be the responsibility of the contractor, including all financial obligation for cleaning agents and supplies (dishwashing chemicals and dispensing included).
- a. The contractor will operate and care for equipment and food service areas in a clean, safe and healthy condition in accordance with the standards prescribed in this RFP and comply with all applicable federal, state, and local laws, ordinances, regulations, and rules concerning sanitation.
  - b. The County reserves the right to approve (or reject) all such cleaning agents and supplies prior to the contractor using them in the sanitation of the kitchen facilities.
  - c. The County will assume the responsibility of inside cleaning of the ventilation hood system; contractor will provide sanitation of the outside and perimeter of the system.
  - d. The contractor will maintain on-site MSDS records of all chemicals used in the County facilities (a copy of the MSDS records must be provided to the County).
  - e. Dishwashing dispensing and chemicals will be the responsibility of the contractor.
33. The contractor shall provide all consumable supplies and food products required to operate the food service operation including paper and Styrofoam products, gloves, hairnets and cleaning supplies. In accordance with 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
34. The contractor must review existing facilities and include in the proposal a statement that the facilities meet their requirements. If the facilities do not meet their requirements, reasonable discrepancies must be noted and included in the proposal.
35. All contractor employees will complete an orientation consisting of security training for non-certified staff and will comply with all Okaloosa County Department of Corrections security requirements. All contractor employees will accept and comply with all County staff security directives.

**REFUSE SERVICE** – The County will provide at no cost to the contractor adequate trash removal facilities and services as it deems necessary to maintain the highest standard of sanitation. The contractor will be responsible for removal of all trash and waste to the appropriate receptacle and cleaning of the receptacles.

**PEST CONTROL** – The County shall provide all pest control services for the kitchen facility; however, the contractor’s assistance is requested in reporting any needed service promptly to a Support Services supervisor. Should sanitation deficiencies be the cause of or contributing factor in the pest control problem(s), the contractor shall be responsible for improving the sanitation for the effected situation immediately upon notification by the County or pest control provider.

**USE OF FACILITIES AND EQUIPMENT** - The County shall make available without any cost or charge to the contractor, the areas and premises agreeable to both parties in which the contractor shall render its services. The County will provide, install, maintain, repair and permit the contractor to utilize in the administration of this contract: capital equipment that the County deems necessary for food service and related activities.

1. Existing equipment includes: ovens, ranges, dishwasher, kettles, flat-top grill, existing food processing and serving equipment, on-site refrigeration and storage area.
2. The contractor shall be responsible for preventive and routine maintenance of major food preparation equipment.
3. Damage incurred to the County’s physical plant and/or equipment/supplies as a result of the contractor’s negligence or intentional misuse/abuse (including inmate labor or unreported damage) shall be the responsibility of the contractor and shall be repaired or replaced at the contractor’s expense. This expense will be deducted from the contract payment during the next billing cycle following the damage. All damage shall be reported in writing.
4. Equipment provided by the County shall be replaced as the County deems necessary, taking into consideration the average life of the equipment (as determined by the manufacturer), any structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations and any extraordinary circumstances.
5. The contractor and County shall inventory the equipment and supplies owned by the County at the beginning of the contract year and the end of the contract year, including but not limited to flatware, trays, chinaware, glassware, and kitchen utensils. The contractor will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the end-of-year inventory.
6. The County shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the contractor.
7. The County shall provide sanitary toilet facilities for the contractor employees.
8. The County shall have access, with or without notice to the contractor, to all County facilities used by the contractor for inspection and audit purposes. All property purchased by the County shall remain the property of the County.
9. The contractor shall not use the County’s facilities to produce food, meals, or services for other organizations or otherwise use the facilities of the County for any reason other than those specifically provided for in this Contract. If additional equipment is needed by the contractor for the performance of this agreement, the contractor shall be responsible for its purchase.
  - a. The County must give prior approval and have final authority for the purchase of equipment used for the storage, preparation, serving, or delivery of meals.
  - b. The contractor shall provide written notification to the County of any equipment belonging to the contractor within ten days of its placement on County premises.
  - c. The County shall not be legally responsible for loss or damage to equipment and/or vehicles owned by the contractor and located on County premises. All property purchased by the contractor shall remain the property and responsibility of the contractor.

**LIQUIDATED DAMAGES** – Failure to meet the standards set forth in the contract for services will result in a penalty assessed on the contract payment on the billing cycle following the breach. A breach that relates to food quality, such as serving spoiled food, will result in a penalty of 10% of the invoice for the billing cycle the breach occurred. A breach that relates to safety, such as failure to follow tool control procedures, will result in a 10% penalty assessed for each billing cycle that the contractor remains out of compliance.

**PAYMENT** – The successful contractor shall be paid weekly upon submission of invoices through the Department of Corrections to the Okaloosa County Board of County Commissioners Finance Office; 101 E. James Lee Blvd, Crestview,

FL 32536. All invoices shall specify the number of meals provided to the County, the unit price for each meal type, **must** show the County contract number and provide details of preferred payment methods. The contractor shall provide weekly invoices with correct supporting documentation within five (5) days after the end of each weekly service date.

## **PRICING STRUCTURE**

1. The prices quoted in this request for proposal shall be firm for the first three (3) year, (36) consecutive month period. However, an incremental pricing structure may be acceptable as long as it is structured by inmate population in increments of 50.
2. Prices shall be submitted in the unit of measurement specified on the proposal form, and shall include all overhead costs, profit and any delivery charges. Credit for USDA Commodities and Farm Products will be promptly credited on submitted invoices and deducted from the contract payment during the following billing cycle.
3. In the event of a renewal of the contract, unit pricing shall be subject to redetermination within the parameters outlined in this request for proposal. Subsequent annual price adjustments (**applied to per meal prices only – all other fees remain the same**) shall be made in proportion to the change (increase or decrease) in the Producer Price Index (PPI) and shall be submitted as a response to a County letter of inquiry regarding annual renewal of the contract. The contractor shall work with the Corrections Department in advance of renewal to assist staff in annual budgeting as needed. Any price adjustments will coincide with the County's fiscal year.
  - a. PPI information may be obtained online at website [bls.gov/ppi/](http://bls.gov/ppi/) – under detailed statistics, utilize PCU20\_#Food & Kindred.
  - b. Documentation supporting any price increase shall be limited to once annually and must be submitted at the time of the contract renewal.
  - c. Any significant change to the scope of services requested by the County may require price adjustment negotiated to the mutual agreement of both parties.
4. Food service required by the County facilities outside the scope of this contract may be provided by the successful contractor upon written authorization by the County and at a mutually agreed upon price.

**CONTRACTOR'S STAFF ACCOMMODATIONS** - The County will provide for the contractor adequate office space, including basic office furnishings and use of a phone in the kitchen area.

1. The contractor will be required to provide any additional equipment they deem necessary, such as computer, computer table, fax, modem, etc.
2. The cost of a phone will be paid by the County.
3. Cell phone use by the Contractor's staff is to be kept to limited work related purposes while onsite.
4. The Contractor will be responsible for supplying their own internet/data service provider and all costs associated with that service for the purpose of connectivity of computer equipment required by Contractor to fulfill their daily operations. WIFI is not permitted.

**PROPOSER SUBMITTAL** – Proposers shall submit information attesting to the qualifications of the company and its employees with its proposal submission form at the proposal opening date and time. Failure to submit this information may render the proposal non-responsive and the proposal may not be considered for award. Information to be submitted with the proposal form shall, at a minimum, including the following:

1. A list of references of at least three (3) commercial clients complete with contact name and telephone number.
2. A brief description of the work tasks and size of jobs performed for the commercial clients listed.
3. The name and resume/qualifications of the on-site Food Service Manager.
4. The name and resume/qualifications of the contractor's Regional Manager.
5. Transition plan describing procedures to provide a smooth transition from the current contractor to your proposed program.
6. Meal quality and preference monitoring plan describing methods for monitoring inmate preferences and individual complaints from inmates (on an on-going basis) and methods for responding to concerns and negative evaluations by County staff.

7. Sample reports and billing statements.
8. Bid amount for the menu provided herein.
9. Sample menus and recipes for alternative options and varieties and the bids associated with those alternatives.
10. Plans for vocational training to blend with existing offender re-entry programs.
11. Staffing plan for the life of the contract.

## **EVALUATION & AWARD**

1. Committee Evaluation - A selection committee will review all proposals and will participate in the Recommendation to Award.
2. Award & Evaluation Criteria – The contract shall be awarded to the responsible and responsive Respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth below. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

3. Financial stability –In the case of federal and/or Florida state funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the county's risk assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
4. Responsiveness will be determined by the committee at the time proposals are evaluated using the following criteria and scoring:
  - a. The proposer's ability to satisfactorily handle the type and volume of work being offered by the County, which includes general management's capability as evidenced in the written proposal, comments of references and site visits. (20 points)
  - b. The quality and variety of the proposer's sample menu and details on preparation and delivery of the meals requested. (20 points)
  - c. References provided with the proposal response. (10 points)
  - d. Staff and program offered, variety of capacity, range of capacity and quality of past jobs performed. (10 points)
  - e. Proposer's management, technical and supervisory personnel (including experience in training and supervising inmate labor) and experience in the types of work proposed. (10 points)
  - f. Ease of the liaison to communicate with the County Department/Divisions. (10 points)
  - g. Proposer's internal management and ability to provide timely and accurate records, backup for emergency situations and accurate reporting, record keeping and billing of the meals prepared. (10 points)
  - h. Total program cost as it relates to the recommended service level for the County's facilities. (10 points)

## **TERM OF CONTRACT:**

The term of this contract shall begin on October 1, 2023 and continue until September 30, 2026. The County reserves the right to renew this contract for two (2) one (1) year contract periods. Renewal of the contract period shall be recommended at the County's discretion, upon written agreement by both parties.

**TIME SCHEDULE (ALL TIMES ARE TENTATIVE)**

<b>ACTIVITY</b>	<b>DATE (subject to change)</b>
Issue RFP	19 June 2023
Non-Mandatory Pre-proposal Meeting	21 June 2023
Questions from potential proposers due	28 June 2023
Issue Addendum (if necessary)	30 June 2023
Proposal Response Due	13 July 2023
Review Committee Meeting	08 August, 2023
Intent to Award	11 August 2023
Board Meeting / Approval	05 September 2023



## GENERAL SERVICES INSURANCE REQUIREMENTS

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws,

including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<b><u>LIMIT</u></b>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

## **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

## **CERTIFICATE OF INSURANCE**

1. Certificates of Insurance indicating the project name, number, and evidencing all required coverage and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

## **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## GENERAL SUBMITTAL CONDITIONS

- 1. PRE-PROPOSAL ACTIVITY** - Except as provided in this section, Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in via vendor registry:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITQ & Respondent's Acknowledgement form). Any addenda or other modification to the ITQ documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Such written addenda or modification shall be part of the submitted documents and shall be binding upon each Respondent. Each Respondent is required to acknowledge receipt of any and all addenda in writing and submit with their submission. No Respondent may rely upon any verbal modification or interpretation.

**PREPARATION OF SUBMITTAL** – The submission form is included with the required documents. Additional copies may be obtained from the County. The Respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the required documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the submittal signed. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any submittal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting submittals may be rejected.

A response submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A response submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A response submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A response submitted by an individual shall show the Respondent's name and official address.

A response submitted by a joint venture shall be executed by each joint venture in the manner indicated on the response form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

Response shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the response shall be shown.

If the Respondent is an out-of-state corporation, the response shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

**INTEGRITY OF QUALIFICATION DOCUMENTS** – Respondents shall use the original documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Any modifications or alterations to the original documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of a response. Any such modifications or alterations that a Respondent wishes to propose must be clearly stated in the Respondent's response in the form of an addendum to the original response documents.

**SUBMITTAL OF RESPONSE** – A response shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. The response submitted should be **one (1)** completed document, unless otherwise specified within the solicitation.

**MODIFICATION & WITHDRAWAL OF RESPONSE** – A response may be modified or withdrawn by an appropriate document duly executed in the manner that a response must be executed and delivered to the place where responses are to be submitted prior to the date and time for the opening of responses.

If within 24 hours after responses are opened any Respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its response, that Respondent may withdraw its response, and the response security may be returned. Thereafter, if the work is re-submitted, that Respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

**RESPONSES TO REMAIN SUBJECT TO ACCEPTANCE** – All responses will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening; but the County may, in its sole discretion, release any response and return the response security prior to the end of this period.

**IDENTICAL TIE PROPOSALS** – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.

**CONDITIONAL & INCOMPLETE RESPONSES** – The County specifically reserves the right to reject any conditional proposals or incomplete proposals which make it impossible to determine the true quality or true amount of the proposal.

**PRICING** – The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.

**ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County’s best interest.

**SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

**APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the response throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

**DISQUALIFICATION OF RESPONDENTS** – Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its response:

- a. Submission of more than one response for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the Respondent has a financial interest in the firm of another Respondent for the same work.
- c. Evidence of collusion among Respondents. Participants in such collusion will receive no recognition as Respondents for any future work of the County until such participant has been reinstated as a qualified Respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement.
- f. Default under previous contract.
- g. Listing of Respondent by any Local, State or Federal Government on a barred/suspended contractor list.

**AWARD OF CONTRACT** – Okaloosa County Review - A selection committee will review all responses and will participate in the Recommendation to Award.

The County will award the contract to the most qualified Respondent, and the County reserves the right to award the contract to the Respondent submitting the most responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposals and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all responses, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this response and to accept the response that in its judgment will best serve the interest of the County.

**PAYMENTS** – The Respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 101 E. James Lee Blvd, Crestview, FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

**DISCRIMINATION** – An entity or affiliate who has been placed on the discriminatory vendor list may not submit proposals for a contract to provide goods or services to a public entity, may not submit proposals on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**PUBLIC ENTITY CRIME INFORMATION** – Pursuant to Florida Statute 287.133, a Respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted contractor list.

**CONFLICT OF INTEREST** – The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose with their responses the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all Respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches. **Note: For Respondent's convenience, this certification form is enclosed and is made part of the response package.**

**REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Submittals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

**INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The Respondent shall furnish any additional information and financial data for this purpose as the County may request.

**AUTHORITY TO PIGGYBACK** – All Respondents submitting a response to this Request for Proposals agree that such response also constitutes a proposal to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this solicitation, should the Respondent feel it is in their best interest to do so. Each governmental agency desiring to accept these proposals and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this contract. This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

**CONE OF SILENCE** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract. **Note: For Respondent's convenience, this certification form is enclosed and is made part of the response package.**



**REVIEW OF PROCUREMENT DOCUMENTS** – Per Florida Statute 119.071(2) competitive solicitations received by the County are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

**COMPLIANCE WITH FLORIDA STATUTE 119.0701** – The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Respondent upon termination of the contract.

**PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The Respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

**SUSPENSION OR TERMINATION FOR CONVENIENCE** – The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

**FAILURE OF PERFORMANCE/DELIVERY** – In case of default by the Respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the Respondent from the vendor list for duration of one (1) year, at the option of County.

**AUDIT** – The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. If requested, the CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon

request make them available to the COUNTY for five (5) complete calendar years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure contractual compliance. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work under this Agreement. All records must be maintained for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the County, the FDACS, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit. The contractor accepts liability for any over-claims due to contractor negligence or noncompliance with regulations, including those over-claims based on review or audit findings.

**EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION** – Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

**NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act; or any act which may result in an unfair advantage over other Respondents. See Florida Statute 838.22.

**UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by Respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event the Respondent is notified or becomes aware of such default, the Respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

**CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>

**SYSTEM OF AWARD MANAGEMENT (SAM.GOV).** If grant funded, all vendors must be registered in SAM in order to do business with the County. In order to be considered for the project, the vendor must be registered prior to submitting a bid/proposal with the County. Failure to show proof of SAM.gov registration at time of submitting a bid/proposal may deem the vendors bid/proposal unresponsive. You can register for SAM at the below link: <https://sam.gov/content/home>. Note it can take some time for a vendor to get registered for the System of Award Management and as such it is important to start the process as soon as possible to qualify as a responsive vendor.

## **ADDITIONAL REQUIRED DOCUMENTS**

THESE DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE:

RESPONSE DOCUMENT #1:	DRUG-FREE WORKPLACE CERTIFICATION
RESPONSE DOCUMENT #2:	CONFLICT OF INTEREST
RESPONSE DOCUMENT #3:	FEDERAL E-VERIFY
RESPONSE DOCUMENT #4:	CONE OF SILENCE FORM
RESPONSE DOCUMENT #5:	INDEMNIFICATION AND HOLD HARMLESS
RESPONSE DOCUMENT #6:	ADDENDUM ACKNOWLEDGEMENT
RESPONSE DOCUMENT #7:	COMPANY DATA
RESPONSE DOCUMENT #8:	CERTIFICATION REGARDING LOBBYING
RESPONSE DOCUMENT #9:	SWORN STATEMENT – PUBLIC ENTITY CRIMES
RESPONSE DOCUMENT #10:	GOVERNMENTAL DEBARMENT & SUSPENSION
RESPONSE DOCUMENT #11:	VENDORS ON SCRUTINIZED COMPANIES LIST
RESPONSE DOCUMENT #12:	GRANT FUNDED CLAUSES
RESPONSE DOCUMENT #13:	SAM.GOV REGISTRATION
RESPONSE DOCUMENT #14:	REFERNCES







**RESPONSE DOCUMENT #4: CONE OF SILENCE**

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager’s decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I Brittany Mayer-Schuler representing Summit Food Service, LLC  
Signature                      Brittany Mayer-Schuler                      Company Name

on this 29th day of June 2023, I hereby agree to abide by the County’s “Cone of Silence Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.



**RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Summit Food Service, LLC

Proposer's Company Name

500 East 52nd Street North Sioux Falls, SD 57104

Physical Address

500 East 52nd Street North Sioux Falls, SD 57104

Mailing Address

704-969-2070

Phone Number

Cellular Number

06/29/2023

Date

*Brittany Mayer-Schuler*

Authorized Signature – Manual

Brittany Mayer-Schuler

Authorized Signature – Typed

President

Title

605-444-5099

FAX Number

605-335-0825

After-Hours Number(s)



**RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT**  
**RFP COR 43-23**

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>
ADDENDUM 1	June 20, 2023
ADDENDUM 2	June 27, 2023
ADDENDUM 3	July 4, 2023
ADDENDUM 4	July 12, 2023

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.



**RESPONSE DOCUMENT #7: COMPANY DATA**

Respondent's Company Name: Summit Food Service, LLC

Physical Address & Phone #: 500 East 52nd Street North

Sioux Falls, SD 57104

605-335-0825

Contact Person (Typed-Printed): Karen Sorensen

Phone #: 941-302-1529

Cell #: 941-302-1529

Federal ID or SS #: 26-2223480

DUNNS/SAM #: DUNNS- 061340318 SAMS- MLG7X1M69RT3

Respondent's License #: M17000000007

Additional License – Trade and Number: \_\_\_\_\_

Fax #: 605-444-5099

Emergency #'s After Hours,  
Weekends & Holidays: 605-335-0825

Disadvantaged Business  
Enterprise (Details) \_\_\_\_\_



**RESPONSE DOCUMENT #8: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such expenditure or failure.] The Contractor,           , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

*Brittany Mayer-Schuler* Signature of Contractor's Authorized Official

**Brittany Mayer-Schuler**  
**President** Name and Title of Contractor's Authorized Official

06/29/2023 Date



**RESPONSE DOCUMENT #9: SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for Summit Food Service, LLC

2. This sworn statement is submitted by Brittany Mayer-Schuler

whose business address is: 500 East 52nd Street North Sioux Falls, SD 57104

and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 26-2223480

3. My name is Brittany Mayer-Schuler and my relationship to the entity named above is President

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

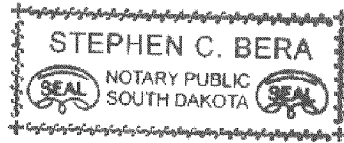
Date: 06/29/2023 Signature: *Brittany Mayer-Schuler*

STATE OF: South Dakota

COUNTY OF: Minnehaha

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 29th day of June, in the year 2023.

My commission expires: *Stephen C Bera*  
Notary Public  
Stephen C. Bera exp: 11/06/2024



Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:  
Personally Known

Type of ID



## **RESPONSE DOCUMENT #10: GOVERNMENT DEBARMENT & SUSPENSION**

### **Instructions**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Brittany Mayer-Schuler - President

Printed Name and Title of Authorized Representative

Brittany Mayer-Schuler  
Signature

06/29/2023  
Date

**RESPONSE DOCUMENT #11: VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Certificate Summit Food Service, LLC, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 06/29/2023  
COMPANY: Summit Food Service, LLC  
ADDRESS: 500 East 52nd Street North  
Sioux Falls, SD 57104  
  
PHONE NO.: 605-335-0825

SIGNATURE: *Brittany Mayer-Schuler*  
NAME: Brittany Mayer-Schuler  
(Typed or Printed)  
TITLE: President  
E-MAIL: brittany.mayer-schuler@elior-na.com





## RESPONSE DOCUMENT #12 GRANT FUNDED CLAUSES

This Exhibit is hereby incorporated by reference into the main *Procurement*.

### **FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICITATION**

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If *Proposer* cannot adhere to or objects to any of the applicable federal requirements, *Proposer's* proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the *procurement*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *procurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

**Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):** Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Conflict of Interest (2 CFR § 200.112):** Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

**Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733):** Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):** Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
Minority Business Development Center in most large cities and  
Local Government M/DBE programs in many large counties and cities

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the *Proposer’s* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer’s* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any

subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

**Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

**Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):**

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):**

Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):** Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal

department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

**Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

**Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247):** Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Access to Records and Reports:** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

**Record Retention (2 CFR § 200.33):** Applicability: All Contracts that received or may receive **Federal or State** grant funding. Requirement: [*proposer/consultant/contractor*] will retain of all required records pertinent to this contract for a period of five years, after all funds have been expended or returned to the County. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to the

County upon request, in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.334.

**Federal Changes:** *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

**Termination for Default (Breach or Cause):** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

**Termination for Convenience:** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**Safeguarding Personal Identifiable Information (2 CFR § 200.82):** Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

**Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200):** Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

**Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)):** Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

**Trafficking Victims Protection Act (2 CFR Part 175):** Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under a *resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer's* violating this provision, without penalty.

**Domestic Preference For Procurements (2 CFR § 200.322)**: Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a *resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

**Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005)**: Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.

**Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216)**: Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

**Enhanced Whistleblower Protections (41 U.S.C. § 4712)**: Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with a *resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

**Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

**Federal Awardee Performance and Integrity Information System (FAPIS)( The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

**Never Contract With The Enemy (2 CFR Part 183):** Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

**Federal Agency Seals, Logos and Flags:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

**No Obligation by Federal Government:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a *resulting contract*.

The Brittany Mayer-Schuler - President on behalf of Summit Food Service, LLC  
the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these  
requirements, federal terms and conditions and has made any inquiries and/or further examination of the  
law and requirements as is necessary to comply.

DATE: 06/29/2023  
COMPANY: Summit Food Service, LLC  
ADDRESS: 500 East 52nd Street North  
Sioux Falls, SD 57104

SIGNATURE: *Brittany Mayer-Schuler*  
NAME: Brittany Mayer-Schuler  
TITLE: President

E-MAIL: brittany.mayer-schuler@elior-na.com  
PHONE NO.: 605-335-0825



**RESPONSE DOCUMENT #13 SYSTEM AWARD MANAGEMENT**

**SYSTEM FOR AWARD MANAGEMENT (OCT 2016)**

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.

- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: Summit Food Service, LLC

Entity Address: 500 East 52nd Street North Sioux Falls, SD 57104

Sam.gov Unique Entity Identifier: MLG7X1M69RT3

CAGE Code: N/A

**RESPONSE DOCUMENT #14 LIST OF REFERENCES**

1. Owner's Name and Address: COLLIER COUNTY, FL  
3347 Tamiami Trail, Naples, FL 34112  

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Contact Person: Chief Mark Middlebrook Telephone # ( 239 ) 789 - 0321  
Email: mark.middlebrook@colliersheriff.com
  
2. Owner's Name and Address: BAY COUNTY SHERIFF'S OFFICE, FL  
5700 Star Lane, Panama City, FL 32404  

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Contact Person: Warden Major Rick Anglin Telephone # ( 850 ) 769 - 8928  
Email: rick.anglin@bayso.org
  
3. Owner's Name and Address: ALVIN S GLENN RICHLAND COUNTY, SC  
2020 Hampton Street, Columbia, SC 29204  

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Contact Person: Director Rolando Myers Telephone # ( 803 ) 576 - 3209  
Email: myers.ronaldo@richlandcountysc.gov
  
4. Owner's Name and Address: CHATHAM COUNTY, GA  
1050 Carl Griffin Drive, Savannah, GA 31405  

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Contact Person: Sheriff John Wilcher Telephone # ( 912 ) 652 - 7609  
Email: jtwilcher@chanthamcounty.org
  
5. Owner's Name and Address: FAYETTE COUNTY, GA  
145 Johnson Ave., Fayetteville, GA 30214  

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Contract Person: Major Anthony Rhodes Telephone # ( 770 ) 716 - 4815  
Email: arhodes@fayettecountyga.gov

# *State of Florida*

## *Department of State*

I certify from the records of this office that SUMMIT FOOD SERVICE, LLC is a New Mexico limited liability company authorized to transact business in the State of Florida, qualified on December 20, 2016.

The document number of this limited liability company is M17000000007.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on April 21, 2020, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixth day of May, 2020*



*Samuel R. Rife*  
Secretary of State

Tracking Number: 3014327635CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

### Detail by Entity Name

Foreign Limited Liability Company  
SUMMIT FOOD SERVICE, LLC

Filing Information

**Document Number** M1700000007  
**FEI/EIN Number** 20-1147818  
**Date Filed** 12/20/2016  
**State** NM  
**Status** ACTIVE  
**Last Event** LC STMNT OF RA/RO CHG  
**Event Date Filed** 05/11/2018  
**Event Effective Date** NONE

Principal Address

500 East 52nd Street N  
Sioux Falls, SD 57104

Changed: 04/27/2021

Mailing Address

500 East 52nd Street N  
Sioux Falls, SD 57104

Changed: 04/27/2021

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK, INC.  
801 US HIGHWAY 1  
NORTH PALM BEACH, FL 33408

Name Changed: 05/11/2018

Address Changed: 03/25/2020

Authorized Person(s) Detail

**Name & Address**

Title Manager

POIROT, OLIVIER  
300 South Tryon Street, Suite 400  
Charlotte, NC 28202



**Title Manager**

Sejnoha, Marlin C. , Jr.  
500 East 52nd Street N  
Sioux Falls, SD 57104

**Title Manager**

Hunt , Jeffrey  
300 South Tryon Street, Suite 400  
Charlotte, NC 28202

**Annual Reports**

Report Year	Filed Date
2019	04/26/2019
2020	04/21/2020
2021	04/27/2021

**Document Images**

<a href="#">04/27/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/21/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/26/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/11/2018 -- CORLCRACHG</a>	<a href="#">View image in PDF format</a>
<a href="#">04/17/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/03/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/30/2016 -- Foreign Limited</a>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations



**Attachment "B"**  
**Insurance Requirements**

**GENERAL SERVICES INSURANCE REQUIREMENTS**

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

**WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site

connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.



## **INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u><b>LIMIT</b></u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

## **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

## **CERTIFICATE OF INSURANCE**

1. Certificates of Insurance indicating the project name, number, and evidencing all required coverage and if applicable any State of Florida approved Workers' Compensation

Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

#### **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

**Attachment "C"**  
**Civil Rights Clauses**

## Attachment “C”

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)

**Attachment "D"**  
**Scrutinized Contractors Certificate**

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate \_\_\_\_\_, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_