



## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Sheriff's Office, 425 Grove Street, Saint Paul, MN 55101 ("County") and Taher, Inc., 5570 Smetana Drive, Minnetonka, MN 55343, registered as a S Corporation in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from May 18, 2026 through May 17, 2028 and may be renewed for up to three (3) additional one year period(s).

The full term of this agreement (including renewals) is 5 year(s), 0 month(s) and 0 day(s).

#### 1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

### 2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

#### 2.1.

The Contractor's Proposal response dated January 8, 2026 (the "Proposal") is incorporated by reference herein. The County's Request for Proposals RFP-SHRF-25466 entitled Food Services dated November 19, 2025 and any addendums (the "RFP") are incorporated by reference herein.

The Contractor shall perform as the prime contractor and provide all supplies, equipment, materials, labor, transportation, and services necessary in providing all management, staffing, planning of menus, food preparation and equipment, food, beverages, supply inventory, and cleanup for the complete operation of on-site food service program.

The Contractor and the County shall mutually agree upon a kick-off meeting within fourteen (14) days from the original term start date of this Agreement on May 18, 2026.

#### A. Food Service Requirements

The Contractor shall meet all food service requirements set forth in the *Food Service Requirements* attached hereto and made a part of this Agreement as **Attachment A**.

**B. Dietary Requirements**

The Contractor shall meet all dietary requirements set forth in the *Dietary Requirements* attached hereto and made a part of this Agreement as **Attachment B**.

**C. Current Food Service Equipment and Small Wares**

1. The current list of *Food Service Equipment* owned by the County is attached hereto and made a part of this Agreement as **Attachment C**.

2. The current list of *Small Wares* owned by the County and current Contractor are attached hereto and made a part of this Agreement as **Attachment D**.

**D. Background Checks**

1. The Contractor shall comply with the following screening and security requirements in addition to those included in Section 9 Special Contract Terms and Conditions below.

2. All Contractor employees working on-site at the Adult Detention Center (ADC) shall successfully pass a background check before first entering the facility and upon request by the Undersheriff or designee. The background check will be conducted by and at the expense of the Ramsey County Sheriff's Office. Failure to comply may result in immediate termination of the resulting agreement. Any subcontractors, if authorized by the Sheriff's Office administrators or designee, must also pass a background check as described.

3. The Undersheriff or designee shall have the sole right, at any time, to reject any such employee who it determines in its sole discretion poses a risk or potential risk to the security or operations of the ADC.

4. All Contractor employees shall complete an orientation as defined by the Sheriff's Office administrator or designee. The Contractor and its employees will comply with all rules and regulations, policies and procedures, as well as any directives and/or orders by the Sheriff's Office administrators and staff. Any Contractor employee or subcontractor failing to comply with the aforementioned rules, regulations, policies, procedures, or directives may be escorted from the building and such action may be cause for termination of the resulting agreement.

**E. Quantities**

The County does not guarantee any minimum or maximum number of meals or food items during the term of this Agreement. Any quantities given were estimates only and were given only as a guideline for the Contractor's RFP response preparation. Estimates should not be construed as representing actual quantities. The County shall not be held to any minimum or maximum quantities.

**F. Reports**

The Contractor shall be able to report monthly to the County a usage report (MS Excel format) summarizing item usage that shall include at least the following information:

Description of items purchased

Quantity of items purchased  
Frequency of items purchase  
Individual cost per item  
Monthly total cost per item  
Year to date quantity per item  
Year to date total cost per item

The Contractor shall provide hard copies of usage reports at each monthly in-person meeting at the ADC.

The County reserves the right to request additional reports as needed.

**G. Contract Management**

The following staff are points of contact for managing this Agreement:

**County:**

Megan Schaefer, Planning Manager  
Ramsey County Sheriff's Office  
Law Enforcement Center  
425 Grove Street, Saint Paul, Minnesota 55101  
Office: 651-266-9374  
Mobile: 651-775-6469  
Email: megan.schaefer@co.ramsey.mn.us

**Contractor:**

Pete Virnig, Vice President of Operations  
Taher, Inc.  
5570 Smetana Drive  
Minnetonka, MN 55343  
Mobile: 612-965-8109  
Email: p.virnig@taher.com

**2.2.**

During the term of the contract, the County reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

**2.3.**

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

**2.4.**

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

### 3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

### 4. Cost

#### 4.1.

The County shall pay the Contractor the following unit rates:

##### A. Pricing

The Contractor shall conform to the *Pricing Worksheet* attached hereto and made a part of this Agreement as **Attachment E**.

##### B. Post Award Pricing

1. Pricing will not change during the first twelve (12) months after the commencement date of this Agreement. After the initial twelve (12) months, and annually thereafter on the anniversary of this Agreement, a price change request may be submitted to the County.

2. Pricing may be subject to review and adjustment annually based on the rate of increase or decrease in food costs as reported by the Consumer Price Index for all urban consumers in the Twin Cities Metropolitan, food away from home area as published by the U.S Bureau of Labor Statistics. The increase will be based on the annual adjustment listed for the previous year or a cap of 3% whichever is less. The meals must still be consistent with the agreed upon menus.

3. All price change requests must be submitted in writing to the County forty-five (45) days prior to the date the requested changes will take effect and must be accompanied by appropriately documented market justification. Price changes will only be granted by way of written amendment to this Agreement and approved by both parties.

### 5. Special Conditions

#### 5.1. Mandatory Legal Requirements

##### A. Material Conditions

The Contractor shall conform to the material conditions set forth in the *ADC Material Conditions* attached hereto and made a part of this Agreement as **Attachment F**.

### 6. County Roles and Responsibilities

The County shall conform to the roles and responsibilities set forth in the *County Roles and Responsibilities* attached hereto and made a part of this Agreement as **Attachment G**.

## 7. Contracting for Equity

### 7.1. Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

### 7.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

*"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:*

*(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;*

*(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;*

*(3) that a violation of this section is a misdemeanor; and*

*(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."*

### **7.3. Equal Employment Opportunity and Civil Rights**

#### **7.3.1.**

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

#### **7.3.2.**

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

#### **7.3.3.**

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

##### **7.3.3.1.**

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

##### **7.3.3.2.**

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

##### **7.3.3.3.**

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

### **7.4. Diverse Workforce Inclusion Resources**

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the websites below:

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through [askworkforcesolutions@ramseycounty.us](mailto:askworkforcesolutions@ramseycounty.us) or by calling 651-266-9890.

## **8. General Contract/Agreement Terms and Conditions**

### **8.1. Payment**

#### **8.1.1.**

No payment will be made until the invoice has been approved by the County.

#### **8.1.2.**

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

### **8.2. Application for Payments**

#### **8.2.1.**

The Contractor shall submit an invoice monthly upon completion of services.

#### **8.2.2.**

Invoices for any goods or services not identified in this Agreement will be disallowed.

**8.2.3.**

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

**8.2.4.**

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

**8.2.5.**

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

**8.2.6.**

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

**8.3. Independent Contractor**

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

**8.4. Successors, Subcontracting and Assignment**

**8.4.1.**

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

**8.4.2.**

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

## **8.5. Compliance With Legal Requirements**

### **8.5.1.**

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

### **8.5.2.**

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

## **8.6. Data Practices**

### **8.6.1.**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

### **8.6.2.**

The Contractor designates BRUCE TAHER, CEO as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

### **8.6.3.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

## **8.7. Security**

### **8.7.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

**8.7.2.**

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

**8.7.3.**

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

**8.7.4.**

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

**8.7.5.**

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

## **8.8. Payment Card Industry (PCI) Compliance**

### **8.8.1.**

All Point of Interaction (POI) devices must meet the Payment Card Industry (PCI) PIN Transaction Security (PTS) requirements and be included in the PCI PIN transaction devices list. In order for these devices to transmit cardholder data on the Ramsey County network these devices must meet the PCI Point-To-Point Encryption (P2PE) standards.

## **8.9. HIPAA Compliance**

### **8.9.1.**

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. The Contractor also agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the Secretary of Health and Human Services.

### **8.9.2.**

Because the Contractor's function or service, described in Section I, Scope of Services, will involve the disclosure of Protected Health Information (PHI) by the County, or the creation, use or disclosure of PHI by the Contractor on behalf of the County, the County (Covered Entity) is required to enter into a separate Business Associate Agreement (BAA) with the Contractor (Business Associate). The BAA ensures that the Contractor's performance under this contract (the Covered Agreement) complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT). Consequently, the Contractor agrees to the terms and conditions of the BAA, attached hereto and incorporated herein by reference as Exhibit 1, and the parties further agree that the electronic approval of this contract also constitutes approval of the BAA.

## **8.10. Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

### **8.11. Prison Rape Elimination Act (PREA)**

Contractor and staff will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. § 15601 *et seq.*), which establishes a zero-tolerance standard against sexual assault, and with all applicable PREA Standards including background checks, county policies related to PREA and county standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse with Facilities/Client Services owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" the county will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and county PREA policies may result in termination of the Agreement.

### **8.12. Contractor's Insurance**

#### **8.12.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

#### **8.12.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

#### **8.12.3.**

Commercial general liability of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,000,000 personal injury and advertising liability.

##### **8.12.3.1.**

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

#### **8.12.4. Workers' Compensation**

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

**8.12.5.**

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

**8.12.6.**

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

**8.12.7.**

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

**8.12.8.**

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

**8.12.9.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

**8.12.10.**

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

**8.12.11.**

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

**8.12.12.**

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

**8.12.13.**

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

**8.13.Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

**8.14.Notices**

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

**County:**

MEGAN SCHAEFER, PLANNING MANAGER, LAW ENFORCEMENT CENTER: 425 GROVE STREET, SAINT PAUL, MN 55101

**Contractor:**

BRUCE TAHER, CEO, 5570 SMETANA DRIVE, MINNETONKA, MN 55343

**8.15. Non-Conforming Services**

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**8.16. Setoff**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

**8.17. Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

**8.18. Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

**8.19. Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but

not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

## **8.20.Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

## **8.21.Termination**

### **8.21.1.**

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

### **8.21.2.**

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

### **8.21.3.**

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

## **8.22.Interpretation of Agreement; Venue**

### **8.22.1.**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

**8.22.2.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

**8.23.Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

**8.24.Infringement**

**8.24.1.**

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

**8.24.2.**

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

**8.25.Ramsey County Cooperative Contract**

This is a Ramsey County Cooperative Contract available to all Ramsey County departments.

**8.26.Cooperative Purchasing**

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from

the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

## **8.27.Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

### **8.27.1.**

Contracts and subcontracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

### **8.27.2.**

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non--Federal entity including the manner by which it will be effected and the basis for settlement.

### **8.27.3.**

**Debarment and Suspension (Executive Orders 12549 and 12689)**--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### **8.27.4.**

**Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**8.27.5.**

**Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)**--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. 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 shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

**8.27.6. 48 CFR § 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT**

**(a) Definitions.** As used in this clause -

*Agent* means any [individual](#), including a director, an officer, an [employee](#), or an independent Contractor, authorized to act on behalf of the organization.

*Full cooperation* - (1) Means disclosure to the Government of the [information](#) sufficient for law enforcement to identify the nature and extent of the offense and the [individuals](#) responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to [employees](#) with [information](#);

**(2)** Does not foreclose any Contractor rights arising in law, the Federal Acquisition Regulation (FAR), or the terms of the contract. It does not require --

**(i)** A Contractor to waive its attorney-client privilege or the protections afforded by the attorney [work](#) product doctrine; or

**(ii)** Any officer, director, owner, or [employee](#) of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or [Fifth Amendment](#) rights; and

**(3)** Does not restrict a Contractor from --

**(i)** Conducting an internal investigation; or

**(ii)** Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

*Principal* means an officer, director, owner, partner, or a [person](#) having primary management or supervisory responsibilities within a business entity (e.g., general

manager; plant manager; head of a division or business segment; and similar positions).

*Subcontract* means any contract entered into by a [subcontractor](#) to furnish [supplies](#) or services for performance of a prime contract or a [subcontract](#).

*Subcontractor* means any supplier, distributor, vendor, or firm that furnished [supplies](#) or services to or for a prime contractor or another [subcontractor](#).

*United States* means the 50 States, the District of Columbia, and outlying areas.

**(b) Code of business ethics and conduct.**

**(1)** Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall -

**(i)** Have a written code of business ethics and conduct;

**(ii)** Make a copy of the code available to each [employee](#) engaged in performance of the contract.

**(2)** The Contractor shall --

**(i)** Exercise due diligence to prevent and detect criminal conduct; and

**(ii)** Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

**(3)**

**(i)** The Contractor shall timely disclose, in writing, to the [agency](#) Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any [subcontract](#) thereunder, the Contractor has credible evidence that a [principal](#), [employee](#), [agent](#), or [subcontractor](#) of the Contractor has committed -

**(A)** A violation of Federal criminal law involving fraud, conflict of [interest](#), bribery, or gratuity violations found in [Title 18](#) of the [United States Code](#); or

**(B)** A violation of the civil [False Claims Act](#) ([31 U.S.C. 3729-3733](#)).

**(ii)** The Government, to the extent permitted by law and regulation, will safeguard and treat [information](#) obtained pursuant to the Contractor's disclosure as confidential where the [information](#) has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such [information](#) will not be released by the Government to the public pursuant to a [Freedom of Information Act](#)

request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents [provided](#) by the Contractor to any department or [agency](#) within the [Executive](#) Branch if the [information](#) relates to matters within the organization's jurisdiction.

**(iii)** If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering [agency](#) and the IG of the [agency](#) responsible for the basic contract.

**(c)** Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a [small business concern](#) pursuant to the award of this contract or if this contract is for the acquisition of a [commercial product](#) or [commercial service](#) as defined at [FAR 2.101](#). The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

**(1)** An ongoing business ethics awareness and compliance program.

**(i)** This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating [information](#) appropriate to an [individual](#)'s respective roles and responsibilities.

**(ii)** The training conducted under this program shall be [provided](#) to the Contractor's [principals](#) and employees, and as appropriate, the Contractor's [agents](#) and subcontractors.

**(2)** An internal control system.

**(i)** The Contractor's internal control system shall -

**(A)** Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

**(B)** Ensure corrective measures are promptly instituted and carried out.

**(ii)** At a minimum, the Contractor's internal control system shall [provide](#) for the following:

**(A)** [Assignment](#) of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

**(B)** Reasonable efforts not to include an [individual](#) as a [principal](#), whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

**(C)** Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including --

**(1)** Monitoring and auditing to detect criminal conduct;

**(2)** Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

**(3)** Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

**(D)** An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which [employees](#) may report suspected instances of improper conduct, and instructions that encourage [employees](#) to make such reports.

**(E)** Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

**(F)** Timely disclosure, in writing, to the [agency](#) OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a [subcontractor](#) thereunder, the Contractor has credible evidence that a [principal](#), [employee](#), [agent](#), or [subcontractor](#) of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of [interest](#), bribery, or gratuity violations found in [Title 18 U.S.C.](#) or a violation of the civil [False Claims Act](#) ([31 U.S.C. 3729-3733](#)).

**(1)** If a violation relates to more than one Government contract, the Contractor may make the disclosure to the [agency](#) OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

**(2)** If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering [agency](#) and the IG of

the [agency](#) responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an [individual](#) contract continues until at least 3 years after [final payment](#) on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) [Full cooperation](#) with any Government agencies responsible for audits, investigations, or corrective actions.

**(d) Subcontracts.**

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in [subcontracts](#) that exceed the threshold specified in [FAR 3.1004\(a\)](#) on the date of [subcontract](#) award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil [False Claims Act](#) or of Federal criminal law shall be directed to the [agency](#) Office of the Inspector General, with a copy to the Contracting Officer.

## 8.28. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

## 8.29. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

## 8.30. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

## 9. Special Contract Terms and Conditions

### 9.1. Subcontractors

The Contractor will be authorized to subcontract pest control services. All other subcontractors shall be approved by the Undersheriff or designee. All subcontractors shall adhere to Section 8.11 and 9.4 PREA and CJIS Requirements.

### 9.2 Contractor's Personnel

Contractor shall ensure that during the term of this Agreement, it has adequate staff of competent personnel to perform the services and provide the deliverables set forth in this Agreement. The County may, at any time, request in writing, the withdrawal or replacement of any personnel assigned to an SOW and such request shall not be unreasonably refused by the Contractor. The Contractor shall not replace or withdraw any personnel assigned to this Agreement without prior written consent of the County.

### 9.3 Acknowledgement of Necessity of Services

Because of the nature of necessity of the services provided under this Agreement, the Contractor acknowledges that the Contractor cannot discontinue services under Agreement, for ANY reason without providing the County with enough time to obtain the same or similar services from an alternative contractor.

### 9.4 CJIS Requirements

The County has electronic access to state and federal databases containing unencrypted and confidential Criminal Justice Information ("CJI"). These databases are managed by the Minnesota Bureau of Criminal Apprehension ("BCA") which requires that anyone who could have 'logical and physical access to CJI' must submit to a fingerprint-based record check ("Covered Individuals"). This includes not only those who actually have authorization to access CJI from their desktop computers, but also includes those who receive the CJI for any reason and those who do not receive CJI but are or could be in the general physical proximity of those who do receive it. This includes both a Contractor's employees and sub-contractors.

Covered Individuals must contact the BCA at [BCACJISSATScreening@state.mn.us](mailto:BCACJISSATScreening@state.mn.us) to complete the vendor screening program. Covered Individuals must complete the program and obtain approval prior to accessing any CJIS data under this Agreement.

Upon receipt of the record checks, the County will evaluate them to determine, in the County's sole discretion, whether the individual may provide services to the County pursuant to this Agreement. The County may require Covered Individuals to submit to a background check every five years

Additionally, Contractor and all applicable employees and/or subcontractors must be in compliance with all applicable data security rules and regulations. Contractor must maintain an overall understanding and provide the current level of compliance with Federal Bureau of Investigation's Criminal Justice Information Services (FBI CJIS) Security Policy 5.4, and related security policy(ies) or its successor version(s), including the *CJIS Security Addendum, Exhibit 2* and the *CJIS Security Addendum Certification, Exhibit 3* as well as the Minnesota Bureau of Criminal Apprehension's Minnesota Justice Information Services (BCA MNJIS) security requirements outlined in FBI CJIS requirements document(s) and BCA Security Policy 5050, or its successor version(s). **Exhibit 2** and **Exhibit 3** are attached and made a part of this Agreement.

**PROFESSIONAL SERVICES AGREEMENT #: RC-000709**  
**ATTACHMENT A – FOOD SERVICE REQUIREMENTS**

The Contractor shall meet all food service requirements including, but not limited to the following:

**A. Service Requirements**

1. The Contractor shall serve high quality, nutritious, well prepared and tasteful meals at appropriate temperature at a reasonable cost. Meals should align with Minnesota Department of Health (MDH) regulations and the United States Department of Agriculture (USDA) nutrition guidelines for Americans.
2. The Contractor shall operate the food service program utilizing professional personnel trained in a correctional food service/supervised living environment.
3. The Contractor shall develop and implement a written food service plan with clear objectives, policies, procedures and a plan of evaluation of compliance. A system for ordering meals in advance will be negotiated with the Contractor to ensure the proper number of meals are provided.
4. The Contractor shall operate the food service program to meet or exceed the laws, rules, and regulations of all jurisdictional agencies and trade associations covering food preparation and service for detention facilities including, but not limited to: Minnesota Department of Health (MDH), American Correctional Association (ACA), Minnesota Department of Corrections (DOC) and the National Commission on Correctional Health Care, as well as all federal, state and local laws and regulations governing the food service industry.
5. The Contractor shall provide the expertise, management, staff, and preparation skills for the consistent, timely service of meals, sanitary food management and supervision.
6. The Contractor shall maintain all Material Safety Data Sheets (MSDS) and hazardous chemical inventory and chemical labeling system in compliance with MN DOC Rule 2911.5450.
7. The County reserves the right to inspect the Contractor's food storage facility(ies) prior to award and at any time during this Agreement.

**B. Staffing Requirements**

1. The Contractor shall provide one (1) full-time on-site Certified Food Service Manager and one (1) full-time on-site Assistant Food Service Manager who have attained MDH Food Service Certification.
  - a. The Certified Food Service Manager and Assistant Food Service Manager will be provided an office on-site at the ADC.
  - b. It is desired that the Certified Food Service Manager and Assistant Food Service Manager have a minimum of five (5) years of correctional / institutional food service management experience.

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2. The Contractor shall provide adequately experienced and trained full-time staff to provide competent services, along with sufficient back-up personnel. It is desired that staff have a minimum of two (2) years of correctional / institutional food service experience.
3. All on-site staff shall be ServSafe certified by the National Restaurant Association prior to the anticipated agreement start date and shall remain ServSafe certified during the term of the Agreement. If on-site staff are not ServSafe certified, the Food Service Manager must provide the ADC proof that staff are registered for the ServSafe classes.
4. The Contractor shall provide adequate staffing for all positions to ensure full staffing at the ADC to address vacations, sickness, resignations, discharges of personnel, and/or other types of staff absences.
5. The Contractor shall provide production chefs that shall be assigned to work in the ADC facility exclusively and shall not rotate to other facilities without prior approval by the ADC Administrator or designee.
6. The Contractor shall provide and ensure all staff receive annual training on safety, security and proper food handling procedures. An option for training may be for staff to become members of a professional organization, such as the Association or Correctional Food Service Affiliates, for training and mentorships.
7. The Contractor shall provide a corrections-experienced Registered Dietitian available for menu development and to ensure quality, nutritious meals are being served and in accordance with the requirement listed within this Agreement.
8. The Contractor shall ensure that the Registered Dietitian reviews periodic requests for special diets and will respond to the ADC staff within 48 hours.
9. The Contractor shall provide and ensure all staff wear a uniform that properly identifies the staff member as a contract worker. The uniform must be clean and presentable daily.
10. The Contractor shall ensure all staff shall comply with the MDH Food Handlers regulations, which include but are not limited to: TB screening and annual testing, immunizations policies, policies regarding sick employees and use of universal blood and body fluid precautions. Screening, testing, and immunizations shall be at no cost to the County. The Contractor will be required to give the County written documentation of its compliance with these regulations prior to any staff or subcontractor staff providing services under this Agreement.

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**ATTACHMENT A – FOOD SERVICE REQUIREMENTS**

11. The Contractor shall ensure all staff, while in any County facility, follow County security procedures and shall take direction from the designated County representative in an emergency situation.
12. The Contractor shall ensure all staff shall comply with the County's written policy and procedures relating to facility security. The Contractor's staff will be responsible for the security and control of their work tools, utensils, and County issued keys. All tools, utensils, and keys shall be kept in a locked area when not in use. Recorded inventory control shall be maintained of all such items on a daily basis.
13. The Contractor shall ensure no staff, agents or subcontractors will carry or possess a firearm, ammunition, or other weapons on County premises or while acting on behalf of Ramsey County pursuant to the terms of this Agreement. Violation of this provision will be considered a substantial breach of the agreement and, in addition to any other remedy available to the County under law or equity, violation of this provision will be grounds for immediate suspension or termination of this Agreement.

**C. Meal Requirements for ADC Inmates**

1. The Contractor shall be responsible for providing food that is nutritionally balanced, well prepared, tasteful, and maintains proper temperature control. Nutritional value and recommended daily allowances for macro and micronutrients will, at a minimum, conform to the MN DOC Rules 2911.3800 - 4800 for this facility. NO PORK PRODUCTS, byproducts, or flavorings with pork are allowed to be served due to religious and allergy requirements.
2. The Contractor shall provide and ensure a minimum of that two (2) of the three (3) meals provided per day will be HOT in accordance with ACA standards, unless the menu is approved in advance by the Undersheriff or designee. Any changes to the written food service plan during this Agreement term shall be approved by the Undersheriff or designee, IN WRITING, and will only be approved if accompanied by a licensed dietitian's certification that the new food service plan will meet all requirements described in this Agreement specifications. If the nutritional standards are changed during the term of this Agreement, menus will be adjusted to comply at no change in the pricing.
3. The Contractor shall ensure that the temperature of prepared foods (hot and cold foods) is expected to meet the following standards just prior to making up trays at the serving line:
  - a. Cold Foods 40<sup>0</sup> or Below
  - b. Beef 155<sup>0</sup> or Higher
  - c. Chicken 165<sup>0</sup> or Higher
  - d. Pork 145<sup>0</sup> or Higher
  - e. Fish 145<sup>0</sup> or Higher
  - f. Reheated Leftovers 165<sup>0</sup> or Higher
  - g. Food at Serving Line 145<sup>0</sup> or Higher

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Foods may be cooked to a higher temperature as these are minimum temperatures that should be reached for at least 15 seconds.

Foods should be cooled from 140<sup>0</sup> to 40<sup>0</sup> within 4 (four) hours.

4. The Contractor shall ensure that all thermometers should be calibrated at a minimum on a weekly basis.
5. The Contractor shall provide seasonal changes to ADC inmate menus at least three (3) times per year, every 120 days.
6. The Contractor shall ensure when serving fruits and vegetables, the minimum amount of liquids is included with the approved serving size amount.
7. The Contractor shall ensure when serving fresh fruit and vegetables, the fresh fruit and vegetables are fresh for the growing seasons. For example, strawberries and watermelon for the summer season.
8. The Contractor shall ensure all meals for inmates and staff shall be reasonably seasoned to industry standards.

**D. Meal Requirements for ADC Staff**

1. The Contractor shall provide and furnish food that is nutritionally balanced, well prepared, and tasteful, served buffet style and/or on trays, which includes but not limited to at least three (3) of the following:
  - a. hot entrées
  - b. soup
  - c. salad bar
  - d. sandwiches and chips or some kind of 'grab and go' menu option
2. The Contractor shall also provide and furnish at each food service mealtime there will be at least two (2) of the following:
  - a. fruit option, fresh fruit when reasonably available
  - b. vegetable option, fresh vegetables when reasonably available
  - c. dessert option
3. The Contractor shall provide and furnish milk that will be served at each food service mealtime. The Contractor shall provide a variety of milk options to include but not limited to 2% milk and chocolate milk.
4. The Contractor shall provide and furnish cold cereal, milk, and bread that will be provided in the officer dining room 24 hours per day. The Contractor shall provide condiments for toast and hard-boiled eggs.

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- a. The Contractor shall ensure continuous availability and replenish food items during high volumes, especially before and after each shift change.
5. The Contractor shall ensure and provide name brand condiments furnished in bulk or in portion-controlled packets. The Contractor shall monitor the availability of all condiments on an on-going basis and shall refill condiments in order to maintain an adequate supply in the officer dining room at all times.
6. Prior to commencement of services, the Contractor shall meet with the Undersheriff or designee and Food Service Director to review and approve menu items. Upon approval, the Contractor shall serve and provide food in accordance with the approved menus.
7. Menu items shall be reviewed and approved on a semi-annual basis with the Undersheriff or designee and Food Service Director. The County reserves the right to change menu items during the term of this Agreement at the request of the Undersheriff or designee without any cost increase as long as the overall meal requirements stated above are not changed. Upon approval, the Contractor shall serve and provide food in accordance with the approved menu.
8. The Contractor shall ensure ADC staff menus rotate every 14 calendar days with no repeat meals.
9. The Contractor shall post in the officer dining room the weekly ADC staff menu.
10. Meals shall be paid for by the County for Sheriff's Office, Detention Services Division staff only.
11. The Contractor shall submit quarterly reports to the Undersheriff or designee indicating the number of staff meals served on a monthly basis.
12. The County reserves the right to provide staff meals from an outside food service contractor on an as-needed basis.
13. Upon request by the County, the Contractor shall provide additional staff meals to during ADC campus events.
14. Upon request by the County, the Contractor shall provide specialty staff meals served to each mealtime on a monthly basis or upon request.

**E. ADC Inmate Mealtime Schedules**

1. ADC Inmate meals are served at the following times:
  - Breakfast at 4:30 AM
  - Lunch at 10:30 AM
  - Dinner at 4:30 PM

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2. The Contractor must ensure food trays will be started 90 minutes prior to the start of each mealtime. Food carts with trays may be pushed down the hall 30 minutes prior to each mealtime.
3. A mealtime schedule shall be mutually agreed upon between the County and Contractor.
4. At least three (3) meals, seven (7) days a week, shall be provided at regular mealtimes. DOC rules require one (1) hot meal per day, but the ADC has elected to provide two (2) hot meals per day in accordance with ACA standards and Minnesota 2911.3900 Dietary Allowances.
5. Other DOC approved schedules such as Weekend/Holiday brunches shall be mutually agreed upon by the County and Contractor.
6. The Contractor may be required to provide food services for some inmates at times other than normal scheduled mealtimes, as determined by the County.
7. The County reserves the right to alter the meals times based on the needs of the ADC.

**F. ADC Staff Mealtime Schedules**

1. The Contractor shall ensure food services for on duty ADC staff shall be provided buffet style at the following mealtimes:
  - Lunch from 10:30 AM through 12:30 PM
  - Dinner from 5:00 PM through 7:00 PM
  - Overnight dinner from 12:00 AM through 2:00 AM
2. The overnight dinner meals are currently prepared on trays and placed on a cart. The County wishes to continue this service, but would like the option for buffet style as requested.
3. The Contractor shall ensure all meals will be prepared fresh for each food service mealtime schedule.
4. The Contractor shall ensure the ADC staff food shall be made available in the officer dining room adjacent to the tower elevator lobby.

**G. Food Service Preparation and Delivery for ADC**

1. The Contractor shall provide food service 365 days a year. No excuse or deviations shall be accepted for non-compliance with this requirement.
2. The Contractor shall ensure sufficient quantities of food shall be available for each meal to allow for unexpected increases in facility populations.
3. The Contractor shall ensure meals served must follow set menus as provided and approved by the Contractor, Registered Dietitian and the County.

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4. The Contractor shall ensure all foods served shall be wholesome and free from spoilage and decay. All food items purchased shall meet and comply with all local, county, state and federal codes, laws, rules and regulations.
5. The Contractor shall ensure all institutional meat purchased must meet the "General Requirements" as formulated by the USDA. The Contractor shall ensure no mechanically separated chicken or turkey shall be used to feed the ADC inmates or staff.
6. The Contractor shall ensure the minimum grade for food items is as follows:
  - a. Poultry - USDA Grade A
  - b. Fish - USDA Grade A
  - c. Beef - USDA Good or Better and 80% lean or greater
  - d. Eggs - USDA Grade A Medium Vegetables (frozen only) Standard or Better
  - e. Fruit (canned in water packed or light syrup only) Standard or Better
  - f. Fresh fruit and vegetables - USDA No. 1
  - g. Dairy products and real cheese - USDA Grade A
  - h. Ground beef - USDA Good or Better - not to exceed 20% fat
  - i. Smoked meats - Best quality
  - j. Provisions and variety meats - Retail quality, Grade #1 (USDA inspected plants)
  - k. Coffee and tea - Best grade/national brands
  - l. Other beverages - Best grade/national brands
7. The Contractor shall procure and provide all raw food and ingredients necessary to prepare meals and shall provide adequate trays, cups, sporks, napkins, and condiments, including, but not limited to; salt, pepper, mustard, ketchup, jelly, and sugar, for all inmate meals. Generally non-disposable trays, cups, and sporks will be used for ADC inmates; however, disposable options must be available for ADC staff.
  - a. The Contractor shall ensure all food preparation for ADC inmates and staff shall take place in the ADC kitchen provided by the County. The Contractor may be allowed to purchase or produce food off-site at the approval of the Undersheriff or designee.
  - b. The County and Contractor ensure that NO inmate labor will be allowed in the food service operation. The Undersheriff or designee may authorize inmates to assist with cleaning the kitchen, which is separate from the requirements included in this Agreement.
  - c. Food Service at the ADC:
    - i. The Contractor shall ensure all tray meals for ADC inmates shall be equally portioned and have the exact same food items on the food trays, with the exception of religious or special diet meals, and placed in food delivery carts.

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- ii. The Contractor shall deliver prepared food trays, cups, sporks and utensils via the kitchen sally port adjacent to the second-floor housing tower elevator lobby. Trays will then be delivered by ADC staff. The return of food trays, cups, and sporks, and trash will be accomplished via the same route.

**H. Billing and Record Keeping**

1. The County shall pay for all ADC inmates and ADC staff meals ordered, whether consumed or not, provided that the meals are consistent with the agreed-upon menus.
2. The Contractor shall provide full and accurate records of meal counts in connection with food services provided for ADC inmates and separate from records for the ADC staff.
3. The Contractor shall provide full and accurate records of sales and meal count records in connection with food services for ADC staff. A copy of all records shall be furnished on a monthly basis, on or before the 10th calendar day, covering the preceding month, to designated County personnel. In addition, all records pertaining to this Agreement shall be available for auditing by the County or an independent auditor designated by the County.

**I. Contingency of Food Services**

1. For continuation of food service should the on-site ADC kitchen be rendered unusable through unanticipated events including, but not limited to: fire, power outages, natural disaster, and actions taken as a result of health inspections, the Contractor shall provide the Undersheriff or designee with an agreed upon food service procedure and menu.
2. For continuation of food services including, but not limited to: pandemic, social injustice, civil unrest or other events, the Contractor shall work through, be flexible, and adjust coming up with alternative solutions to providing food services.
3. The Contractor shall immediately inform designated County staff of any equipment failures, loss of materials or any other condition that will affect the preparation and service of meals or the security of the ADC and shall provide a plan to remedy the problem so as not to interrupt the onsite food services program.

**J. Deliveries of Food Products and Supplies**

1. The Contractor shall keep the ADC loading dock free of obstructions and in a state of cleanliness that complies with state and local health related requirements.
2. The Contractor shall unload all deliveries for food services immediately after the delivery arrives to ensure food safety.
3. The Contractor shall be responsible to provide any equipment needed to complete the food service delivery process. A loading dock is available at the ADC.

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4. All items delivered must fit through the elevator, the measurements of the opening to the elevator are 47.5" x 95".
5. All delivery items must be delivered between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays, unless otherwise requested by the County.

**K. Housekeeping Services**

1. The Contractor shall maintain a neat and orderly operation at all times, including the necessary housekeeping services in the ADC kitchen and the removal of all trash and recycling, including breaking down all cardboard. Refer to *Waste Resource Management* section S below.
2. The Contractor shall keep, track, and provide upon request a documented cleaning schedule for all areas of the ADC kitchen.
3. The Contractor shall wipe down and clean all counters, tables, and chairs in the ADC officer dining room on a daily basis prior to each meal.
4. The Contractor shall sweep and mop the ADC officer dining room on a daily basis.
5. The Contractor shall remove the trash and recycling and breakdown all cardboard in the ADC officer dining room on a daily basis.
6. The Contractor shall provide a deep clean of the ADC officer dining room on a weekly basis.
7. The Contractor shall keep all perimeter ADC kitchen doors closed and secure when not in use.
8. The Contractor shall empty and wash all food delivery carts trays, cups, dishes, eating utensils, food preparation utensils, food delivery carts, and other equipment necessary for the food service operation after each meal.
9. The Contractor shall wipe down the food delivery carts after each meal and spray down the carts in the soak room daily.

**L. Key/Card Access Control**

Key/card access control shall be the responsibility of the Contractor. The County may issue keys or access cards on an as-needed basis. Any key/access card that is lost, stolen or broken will be reported immediately to the County. In the event the Contractor, for any reason, does not return a key or access card, it shall be at the expense of the Contractor to restore and/or maintain security of the facility as deemed necessary by the County. This may include, but is not limited to, rekeying of all effected locksets or reprogramming costs for the card access system.

**M. Laundry**

All linens used to provide food services to the ADC and will be the sole responsibility of the Contractor to furnish and be laundered.

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**N. Permits, Licenses and Codes and Safety**

1. The Contractor shall possess and maintain in force all required federal, state and local licenses, permits, public health certificates, and public safety inspections for the operation of food services in correctional facilities. It is the sole responsibility of the Contractor to determine the requirements and pay all applicable fees and make all documentation available to the County upon request.
2. Inspections of the food service areas within either the ADC shall be made by the County when deemed necessary, with or without advance notice to the Contractor.
3. Mandatory annual Fire Department, MDH, DOC and inspections of the kitchen and other food preparation areas in the ADC must show compliance with the rules and regulations of those agencies. Failure to comply may result in contract termination for cause.

**O. Space/Property**

1. The Contractor shall protect all surfaces that the Contractor may come in contact with (walls, floors, elevators, etc.) from damage by providing adequate building protection. Damages caused by the Contractor to ADC shall be reported and documented to the Sheriff's Office immediately.
2. Any and all damages due to the Contractor's negligence or willful misconduct shall be replaced or repaired by the Contractor to the Sheriff's Office satisfaction and at no cost to the Sheriff's Office.
3. The Contractor shall be responsible for contracting with a licensed pest control contractor for monthly scheduled services or more frequently if needed, in the food preparation area of the ADC.
4. The space and equipment used by the Contractor within the ADC shall not be used to prepare food for other agencies or persons other than those designated under this Agreement without prior approval by the Undersheriff or designee.

**P. Surveys**

1. In order to assure a high quality of service and food being provided to both the ADC inmates and staff, the Contractor shall provide a survey system with the supervision of the County on a semi-annual basis or as requested.
2. The survey must allow the respondent to be anonymous or include their names for follow-up by the Contractor and County.
3. Survey items to be rated shall include, but are not limited to:
  - a. Food Quality
  - b. Food Appearance
  - c. Taste

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- d. Temperature
- e. Portion Size

4. The Contractor agrees to maintain a rate of 3 or better on a scale of 1 to 4.

**Q. Temperature Logs**

The Contractor shall keep and provide the County with the following documents on a monthly basis or upon request:

- Refrigeration and freezer temperatures
- Food temperatures
- Dishwashers temperatures
- Dry storage temperatures

**R. Quality Control**

The Contractor shall comply with the following requirements to ensure quality goods and services are provided to the County:

1. The Contractor shall meet monthly in-person or via conference call with the Undersheriff or designee and staff to discuss the quality of service and to ensure that the Contractor is meeting their contractual obligations. The Contractor's Food Service Director and Regional Director are required to attend these monthly meetings.
2. The Contractor shall meet monthly for no less than the first six (6) months of this Agreement and may be adjusted to quarterly meetings after the six (6) months at the discretion of the ADC administrator or designee.
3. Failure of the Contractor to participate in these meetings may be cause for termination of this Agreement.

**S. Waste Resource Management**

1. The County's top priority for waste management and the use of resources is to reduce the volume and toxicity of the waste produced in its operations. The Contractor shall use County facilities, equipment and other resources in an environmentally responsible manner so that energy is conserved and resources are sustained instead of depleted.
2. The Contractor shall meet the following objectives in its day-to-day operations:
  - a. Foodservice waste shall be minimized. The Contractor shall work with the County to identify waste reduction and reuse opportunities and develop strategies to implement them.
  - b. The separation of recyclables and organic materials from the foodservice waste stream, as directed by the County's recycling and organics management program, shall be

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maximized. Recyclables include: (1) cardboard; (2) recyclable paper; (3) cans, glass and plastic food and beverage containers; and (4) additional materials as identified by the County. Organic materials include: (1) food waste (e.g., food preparation waste, plate waste, expired or spoiled food and un-served edible food); (2) non-recyclable paper and cardboard; (3) wood waste; and (4) additional materials as identified by the County. Separation of recyclables and organic materials from the foodservice waste stream includes: (1) training foodservice staff on what types of materials are accepted in the County's recycling and organics management program; (2) placing recyclables and organic materials in the appropriate collection containers provided by the County; (3) preparing recyclables and organic materials for storage and shipment (e.g., flattening cardboard boxes, etc.) by the County; and (4) transferring recyclables and organic materials to storage areas designated by the County, as appropriate.

- c. The use of garbage disposals to grind and sewer food waste will be minimized and eliminated, wherever possible.
- d. Unless otherwise provided by the County's recycling and organics management program, grease and fat shall be disposed of in separate containers that will be stored in the trash compactor room and shall be removed as per arrangement between the Contractor and a designated grease and fat recycling contractor at the Contractor's expense.
- e. Residual foodservice waste not accepted in the County's recycling and organics management program shall be transferred and placed in the compactor or other disposal equipment designated by the County.
- f. The Contractor shall keep the loading dock in a state of cleanliness that meets the satisfaction of the Saint Paul-Ramsey County Department of Public Health and is free of obstructions.
- g. The County shall provide the following:
  - i. Waste collection containers, equipment and pick-up services.
  - ii. Recycling collection containers, equipment and pick-up services.
  - iii. Organics collection containers, equipment and pick-up services.
  - iv. Information and resources to train foodservice staff on participating in the County's recycling and organics management program.
- h. The Contractor shall be in compliance with the county's food waste management and recycling policies and procedures.

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**T. Additional Requirements**

1. The County reserves the right throughout the term of this Agreement to request pricing for and add this Agreement a limited number of like items to accommodate the need for any items that may have been inadvertently omitted from the items included in this Agreement.
2. The Contractor may be asked to provide additional bulk food items (e.g. gallons of coffee, 100% juice, hot chocolate) and ala carte items as requested by an authorized department representative throughout the term of this Agreement.
3. Throughout the term of this Agreement, the Contractor may be asked to provide food and beverage services for official/special functions or other events of the County including the Sheriff's Office and any other County department(s), upon request. The Contractor's service must include the ability to provide full meals, fruits and vegetables, desserts, coffee, juices, box lunches, and/or other items as requested. These catering orders shall be invoiced separately from ADC inmate meal costs and ADC staff meals costs. Depending on the nature/location of the function or event, the Contractor may be asked to agree to/sign additional documentation.
4. The Contractor will have a supplier and a back-up supplier and have an account with a local grocery store for small purchases.
5. The Contractor will work the ADC and Ramsey County Correctional Facility for opportunity buys.

**U. Requirements Prior to Commencement of Services**

1. The Contractor shall develop and provide written procedures specific to the ADC for approval by the applicable facility's authorized representative for the following topics:
  - a. Meal delivery details to include written Service Delivery Procedures
  - b. Sample menus, particularly for special diet menus, religious diets, such as diabetic, heart healthy, vegetarian, etc. along with pictures of meals.
  - c. Safe, sanitary and secure food management including supervision of food service, staff, and security
  - d. Monthly billing
  - e. Dealing with complaints by inmates and County staff about food. This procedure shall include the Certified Food Service Manager talking to inmates about food complaints if requested by the County.
2. The Contractor shall provide:
  - a. The Contractor shall provide the County a list of all staff and subcontractors who will require access into the ADC.

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- b. The Contractor shall provide the County a list of all subcontractor information and names and resumes of the subcontractor's staff who will be assigned to this Agreement shall be submitted to the County for approval. The County retains the right to review and approve any subcontractors proposed.
    - c. The Contractor shall ensure all staff and subcontractors who work in the ADC shall receive a Mantoux screening and a criminal background check at the County's cost. Thereafter, all assigned staff must submit to an annual Mantoux screening and criminal background checks prior to starting work under this Agreement.
    - d. All Contractor staff and subcontractors who work in the ADC shall be approved by the County. The County reserves the right to approve and/or deny entry to the ADC to any Contractor staff or personnel who have not received prior approval by the County to work in the facilities. The Contractor may not change the staff assigned to work in the ADC without prior approval by the County. It is the Contractor's responsibility to ensure that all staff assigned to work in the ADC are made familiar with and follow all specific requirements outlined in this Agreement. It is the Contractor's responsibility to monitor performance of its staff (including but not limited to: scheduling periodic meetings with its personnel, performing regular background checks, and visiting the ADC and to take appropriate corrective action if the performance falls below the standards set forth in this Agreement. The Contractor shall be required to provide adequate staffing levels of approved personnel at all times.
    - e. The Contractor shall distribute to all staff, as part of its employee in-service training, documentation and information provided by the Sheriff's Office, relating but not limited to: building access and security.
3. Within a mutually agreed upon time period after execution of this Agreement with the County, the Contractor will organize and hold an in-person kick-off meeting to review expectations, provide a high-level project schedule/workplan with key tasks, milestones, deliverables and staffing requirements that are necessary to ensure a successful start date for the requested services.

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**ATTACHMENT B – DIETARY REQUIREMENTS**

The Contractor shall meet all dietary requirements including, but not limited to the requirements listed below:

**DIETARY REQUIREMENTS FOR ADC INMATES**

1. Menus will be based on a four-week cycle, seven (7) days per week, including holidays.
2. Menu food items must be served as stated each day and may not be adjusted unless extreme circumstances occur, such as power outage, disaster, etc.
3. Menus are to be submitted for the following three (3) month period, already approved by a Registered Dietitian to the Undersheriff or designee for approval on a quarterly basis.
4. The meals must still be consistent with the agreed-upon pre-approved menus.
5. All meals prepared and served at the ADC facility shall always be under the supervision of the Contractor.
6. The food provided to inmates each day shall meet an average weekly calorie requirement of 2400 calories per day and meet the Dietary Reference Intakes set by the National Academies of Sciences, Engineering, and Medicine. The meals served will meet the mandated dietary allowances through the Minnesota Department of Health rules; however, will be adjusted if revisions and updates to the Minnesota Department of Health rules occur during this Agreement in order to reflect the most up-to-date nutrition requirements accordingly.
7. The Contractor shall ensure no more than three (3) casserole dishes shall be included on the menu per week. Any menu substitutions and/or portion size changes must be approved in advance, in writing, by the Undersheriff or designee.
8. **Breakfast**  
Breakfast meals shall include the following, but not limited to:
  - a. One (1) **protein**, such as egg, meat, poultry, cottage cheese, or yogurt.
  - b. One (1) **Fruit** or Orange juice (requirement of the Minnesota Administrative Rules)
  - c. One (1) **Grain** (starch), such as toast or other bread product, potatoes, or hot (such as oatmeal) or cold cereal (must include, but not limited to: Cheerios, Raisin Bran, Rice Krispies, Corn Flakes, Chex Cereal, no high sugar content cereals). Cereal will be provided in pre-made, measured bowls for easy to serve.
  - d. The Contractor may rotate the breakfast menu to ensure the same meal is not served every day. The Contractor may rotate the grain and protein product.
  - e. The Contractor may serve breakfast meals cold or hot.
9. **Lunch and Dinner**  
Lunch and dinner meals shall include the following, but not limited to:
  - a. One (1) **protein** source, such as meat, poultry, eggs, cheese, or cottage cheese. Serving size shall be three (3) ounces or greater portion.
  - b. At least one (1) green, red, or yellow **vegetable** (served hot or cold, such as peppers, lettuce, tomatoes, squash, zucchini) for two (2) meals each day.

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- c. One (1) **grain** (starch) source, such as pasta, rice, other grain, bread, or potato); ½ the recommended servings of grains must be whole grain (whole grain bread, pasta, or brown rice), the other ½ servings must be enriched.
- d. At least one (1) **fruit** for two (2) meals each day.
- e. Some foods with fat can be included, such as salad dressing, butter, margarine, sour cream, oil, or gravy.

**10. Bag Lunches**

Bag lunch meals shall include the following, but not limited to:

- a. Bag lunch meals shall be equivalent to the hot meals 2400 calorie requirement for the day.
- b. Two (2) sandwiches (protein plus grain) to include: meat (shall be a four (4) ounce portion) cheese.
- c. One (1) dairy beverage (1% or greater fluid milk)
- d. One (1) piece of fruit (apple).
- e. Vegetables (carrots or celery sticks).
- f. One (1) dessert (cookie).
- g. Condiments shall be provided as portion-controlled packets. i.e. mustard and mayo.

**11. Snack Bags**

Snack bag meals shall include the following, but not limited to:

- a. One (1) sandwich to include: meat (shall be a two (2) ounce portion) cheese.
- b. One (1) dairy beverage (1% or greater fluid milk)
- c. One (1) piece of fruit
- d. Condiments shall be provided as portion-controlled packets. i.e. mustard and mayo.

**12. Desserts**

Desserts shall include the following, but not limited to:

- a. Desserts shall be served three (3) days per week and one (1) weekend day only during lunch or dinner meals.
- b. Of the four (4) desserts served each week, desserts shall include:
  - i. One (1) must be a fruit dessert
  - ii. One (1) must be a dairy dessert (using low-fat dairy products if possible)

**13. Beverages**

Beverages shall include the following, but not limited to:

- a. 1% or greater milk in individual cartons
- b. Orange juice in individual cartons
- c. Other juice in individual cartons
- d. Water
- e. Juice drink packet
- f. Fortified juice drink packet

**14. Evening Snacks**

Upon request by the Undersheriff or designee, the Contractor shall provide evening snacks that include the following, but not limited to:

- a. Snack items will be provided each day
- b. Delivery of snack items can be during the evening meal

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- c. Snack items may include, but not limited to: cheese or yogurt in individual pouches, fruits, crackers, granola bars, flavored snack chips, and sweet snacks (only two (2) times per week)
15. **Holiday Meals:**  
The Contractor shall provide special, traditional type meals to be served on holidays (spirit lifters), to include, but not limited to: New Year’s Day, Easter, July 4th, Thanksgiving and Christmas.
16. **Special Diets**  
The Contractor shall provide special diet meals that are required for medical, therapeutic, religious and special diets of nutritional value equivalent to the regular menu (where applicable), at no additional charge. Snacks associated with the above diets, such as diabetic or heart healthy, will be provided as part of the diet at no additional charge.
- The Contractor shall provide the County with a PDF version manual of all special diet meals. Printed copies shall be provided upon request by the County.
17. **Finger Foods**  
Upon request by the County, the Contractor shall provide a meal of “finger foods”, served with paper eating utensil, on a preapproved tray for inmates on special watches.
18. **Other**  
The Contractor shall ensure meals are compliant with all federal, state, and local laws, statutes, ordinances, rules, regulations, and standards per the Dietary Reference Intakes set by the National Academies of Sciences, Engineering, and Medicine.

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**ATTACHMENT C – FOOD SERVICE EQUIPMENT LIST**

The food service equipment owned by the County includes, but is not limited to the items listed below.

ITEM #	QTY	DESCRIPTION
1.	1	POST ISS Shelving Model No. PY74 – 74-58” high, 24” wide, 72” long
2.	4	DUNNAGE RACK, TUBULAR Kelmax Equipment Model # DR482012 Tubular, one tier, 20” wide, 48” long, 12” high aluminum, economy, 1500 lb capacity, NSF.
3.	68	POST ISS Shelving Model # PC86 Digital Post, 86” high, with adjustable feet, chrome plated
	12	2448Z Shelf, wire, 24” wide, 48” long, plating plus finish
	56	2460Z Shelf, wire, 24” wide, 60” long, plating plus finish
4.	1	80-QUART MIXER, FOOD Hobart Model HL800 Serial #: 31-1586-396 80-quart planetary mixer; gray powder coat finish; stainless steel 80-quart bowl; "B" beater; "ED" dough hook; bowl scraper; ingredient chute; stainless steel bowl guard; power bowl lift; bowl truck; 20-minute timer, automatic time recall; thermal overload protection; 3 HP motor; 4-speed shift on-the-fly controls; floor model
5.	1	21-QUART MIXER, FOOD Hobart Serial # 31-1291-234 Mixer, food, 21 – qt. Capacity bowl, variable speed drive, 1 HP motor, s/s bowl, silver-grey hammertone powder paint finish, incl; s/s wire whip, flat beater, thermal overload protection, #17 attachment hub, painted lid & bowl screen
	1	115v/60/1, standard (nc)
	1	Eagle MET2430S Mobile equipment stand, 24” x 30” x 28”H, 18 ga. 430 s/s top w/die formed no-drip edge, galv. Undershelf & tubular legs, (2) 4” swivel casters, Uni-Lok system
6.	1	WORK TABLE, BAKERS TOP Eagle Group Model # MT3060ST-BS Work Table, Bakers Top, 1-3/4” thick wood top, 30” wide top, with splash at rear and both sides, 60” long, open base, with side and rear rails only, with adjustable bullet feet CAH4-SB Table Casters, 5” diameter, two swivel and two with brakes (set of four)
7.	1	WORKTABLE WITH SINK Custom Items Model # CUSTOM Custom Worktable With Sink And 3-Stacked Drawers. Stainless Steel Undershelf
	1	T&S B-0231 Sink mixing faucet with 12” swing nozzle, wall mounted, 8” centers on sink faucet with ½” IPS eccentric flanged female inlets, lever handles

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**ATTACHMENT C – FOOD SERVICE EQUIPMENT LIST**

	1	T&S B-3915 Twist Waste Valve, 3" sink opening, 2" drain outlet w/overflow outlet, cast bronze, s/s strainer, nickel-plated wearing parts, csa certified
8.	1	DOUBLE OVERSHELF Custom Items Model # CUSTOM Custom Double Overshelf To Mount On Block Wall
9.	1	HAND SINK Advance Tabco Model # 7-PS-60-1X Hand Sink, wall model, 10" wide x 14" front-to-back x 5" deep, stainless steel construction, with splash mounted faucet
	1	K-320-LU Wrist Handles, for deck mounted hand sinks
10.	1	WORKTABLE WITH SINK Custom Items Model # CUSTOM Custom Worktable With Sink And 3-Stacked Drawers, Stainless Steel Undersheff.
	1	T&S B-0231 Sink mixing faucet with 12" swing nozzle, wall mounted, 8" centers on sink faucet with 1/2" IPS eccentric flanged female inlets, lever handles
	1	T&S B-3915 Twist Waste Valve, 3" sink opening, 2" drain outlet w/overflow outlet, caste bronze, s/s strainer, nickel-plated wearing parts, CSA certified
11.	1	WORKTABLE WITH SINK Custom Items Model # CUSTOM Custom Worktable With Vegetable Prep Sinks And Drawers, Stainless Steel Undersheff.
	1	T&S B-0231 Sink mixing faucet with 12" swing nozzle, wall mounted, 8" centers on sink faucet with 1/2" IPS eccentric flanged female inlets, lever handles
	1	T&S B-3915 Twist Waste Valve, 3" sink opening, 2" drain outlet w/overflow outlet, cast bronze, s/s strainer, nickel-plated wearing parts, CSA certified
12.	1	DISPOSER Model #: SS100-28 Serial #: 19103150271
13.	1	FOOD PROCESSOR, ELECTRIC Robot Coupe Model # R2N Serial #: 247020280J06 Food Processor, commercial, with stainless steel bowl with handle, continuous feed kit & 2 plates, 3 1/2 qt. Bowl capacity, 120V, 60HZ, 9 amps, 1ph, 1/2 HP motor, 1725 RPM, 17" x 16" x 22-14"
14.	1	SLICER, FOOD Hobart Food Slicer, angle feed, automatic, 12-1/2" dia. Knife, s/s and anodized aluminum, belt driven blade assembly, built in dual action sharpener, 2 spd motor and permanent knife guard, 1/2 hp
	1	115v/60/1ph, 1/2 hp std. (nc)
15.	1	MEAT SLICER

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		Hobart Model # HS7N-1 Heavy Duty Meat Slicer, automatic, 13" CleanCut™ knife, burnished finish, (3) stroke lengths & (4) stroke speeds, removable meat grip assembly, removable ring guard cover, product fence, single action top mounted sharpener with Borazon™ stones, cleaning kickstand, 5.6amps, 120v/60hz/1-ph, NSF cETLus 1 ea
16.	1	WORKTABLE WITH SINK Custom Items Model # CUSTOM Custom Worktable With Sink And Drawers, Stainless Steel Undershef.
	1	T&S B-0231 Sink mixing faucet with 12" swing nozzle, wall mounted, 8" centers on sink faucet with 1/2" IPS Eccentric flanged female inlets, lever handles
	1	T&S B-3915 Twist Waste Valve, 3" sink opening, 2" drain outlet w/overflow outlet, cast bronze, s/s strainer, nickel-plated wearing parts, CSA certified
17.	1	DOUBLE OVERSHELF Custom Items Model # CUSTOM Custom Double Overshef To Mount On Block Wall
18.	1	HAND SINK Advance Tabco Model # 7-PS-60-1X Hand Sink, wall model, 10" wide x 14" front-to-back x 5" deep stainless steel construction, with splash mounted faucet
	1	K-320-LU Wrist Handles for deck mounted hand sinks
19.	1	COMBINATION COOLER AND FREEZER Kolpak Model # KOLPAK Kolpak Combination Cooler And Freezer With Floor
	1	ADD Option For Adding for 5/8" marine plywood floor underlayment
	1	KOLPAK ADD For Stainless Steel In Front And Side Of Cooler And Freezer.
20.	1	COMPRESSOR Custom Refrigeration Model # CUSTOM Custom Refrigeration Compressor System For Item #26 (located outside)
21.	44	POST ISS Shelving Model # PY74 Digital Post, 74-5/8" high, with adjustable feet, Gold Bond Finish
	24	2460Y Shelf, wire, 24" wide, 60" long, Gold Bond Finish
	4	2454Y Shelf, wire, 24" wide, 54" long, Gold Bond Finish
	16	2472Y Shelf, wire, 24" wide, 72" long, Gold Bond Finish
	5	Kelmax DR48248 Dunnage Rack, Tubular, one tier, 24" wide, 48" long, 8"high, aluminum, economy, 1500ib. capacity, NSF
22.	44	POST

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		ISS Shelving Model # PY74 Digital Post, 74-5/8" high, with adjustable feet, Gold Bond Finish
	16	2472Y Shelf, wire, 24" wide, 72" long, Gold Bond finish
	28	2460Y Shelf, wire, 24" wide, 60" long, Gold Bond Finish
	4	Kelmax DR60248 Dunnage Rack, tubular, one tier, 24" wide, 60" long, 8" high, aluminum, economy, 1500 ib capacity, NSF
23.	1	DRYING RACK UNIT Metro Model # PR48VX2-XDR MetroMax® i Mobile Drying Rack Unit with Drip Tray, 48"W x 24"D x 68"H, 3-tier, for trays/cutting boards/sheet pans, includes: (3) open shelf frames, (4) 63" mobile posts, (3) cutting board/tray drying racks, (1) adjustable drip tray, (4) polymer swivel casters (2 with brakes), built in Microban® antimicrobial product protection, NSF
24.	1	EXHAUST HOOD Captive-Aire Model # CAPTIVE AIRE Captive Aire NFR Island Style Exhaust Hood Back To Back Per Plan
25.	1	CONVECTION OVEN, 2-SECTION Model# Zephaire-100-G-ES DBL Serial# 070919CE030T, 070919CEO31B Double compartment oven; natural gas operation; energy star; stainless steel front, top, and sides; dual pane thermal glass windows, stainless steel doors; porcelain enamel interior; five chrome plated racks; solid state digital controls with LED display cook and hold and Pulse Plus; 3/4 HP blower motor; two-speed motor; control area cooling fan; manifold gas connections; gas pressure regulator; gas quick disconnect hose with restraining chain per Article 2.11B; 4" low profile casters, front with brakes
26.	1	CONVECTION STEAMER, GAS STEAMER, 2-SECTION Model #: 24CGA10.2 Serial #: 1509230001250
27.	1	BRAISING PAN, GAS Groen Model # HFP/2E-4, NAT (127750) Tilting Braising Pan, Natural gas, 40-gallon cap., 9" deep pan, manual tilt, electric ignition, open leg frame base, s/s construction, pressure regulator, with bullet feet, 0-2000' elevation, 144,000BTU (STOCK ITEM)
	1	019652 Faucet, double pantry with hose (T&S B-201 or equal tilting braising pans): (TDB, TDBC, water-resistant; not usable on TDB6-10 table top kettles) & (all other floor model kettles)
	1	122879 Pan Carrier, not available on size2 FPC/1 or HFP/2E-2 or size 3 w/TDO tilting braising pans
	1	Dormont 1675 BPQR-48" Gas Connector Hose, 3/4" connection, for castered equipment, 48" long, stainless steel braid with plastic coat exterior, brass "push to connect" quick disconnect coupling
28.	1	GAS FLOOR FRYER Vulcan Model #: 1TR45CF-1

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**ATTACHMENT C – FOOD SERVICE EQUIPMENT LIST**

		Serial #: 650196124 PowerFry3™ Fryer, gas, high efficiency, 15-1/2" W, free-standing, 4550 lb. capacity, programmable computer control with melt cycles, ThreePass™ heat transfer system, electronic ignition, KleenScreen PLUS® filtration system, twin baskets, stainless steel cabinet and fry tank, adjustable casters (2 swivel locking & 2 non-locking), 70,000 BTU, CSA, NSF, ENERGY STAR®
29.	1	GRIDDLE TOP Imperial Model: ITG-36-CG Serial #: 07161419 36" x 24" chrome-plated cooking surface; natural gas operation; full length trough with drain; grease drawers with handle; stainless steel front, sides; splash guard and ledge; three burners with 90,000 BTU total output; thermostatic controls; 7" deep front landing ledge; gas pressure regulator; gas quick disconnect hose with restraining chain per Article 2.11B; stainless steel equipment stand; (4) heavy duty casters, front two with brakes
30.	1	RANGE, 36" RESTAURANT, GAS Southbend Model # 436D Range, 36" Restaurant, Gas, 6 (26,000 BTU) open burners, with 27" deep standard oven base, stainless front, sides, and backsplash, with single deck backshelf, casters
	1	Dormont 1675 BPQR-48" Gas Connector Hose, 3/4" connection, for castered equipment, 48" long, stainless steel braid with plastic coat exterior, brass "push to connect" quick disconnect coupling
31.	12	POST ISS Shelving Model # PC86 Digital Post, 86" high, with adjustable feet, chrome plated
	4	2460Z Shelf, wire, 24" wide, 60" long, Plating Plus Finish
	8	2448Z Shelf, wire, 24" wide, 48" long, Plating Plus Finish
32.	1	REFRIDGERATOR, REACH-IN Delfield Model # MRR2-S Serial #: T0200017886 Meridian Series Refridgerator, Reach-in, two section, self-contained refrig. System, s/s front & sides, anodized, alum. Interior, standard depth, hinged s/s doors, dial thermometer, 4" casters, 1/3 HP
	1	115/60/1 with cord & NEMA 5-15, std (nc)
33.	1	WORKTABLE WITH SINK Custom Items Model # CUSTOM Custom Worktable With Sink And Drawers, Stainless Steel Undershelf.
	1	T&S B-0231 Sink mixing faucet with 12" swing nozzle, wall mounted, 8" centers on sink faucet with 1/2" IPS eccentric flanged female inlets, lever handles
	1	T&S B-3915 Twist Waste Valve, 3" sink opening, 2" drain outlet w/overflow outlet, cast bronze, s/s strainer, nickel-plated wearing parts, CSA certified

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**ATTACHMENT C – FOOD SERVICE EQUIPMENT LIST**

34.	1	WORKTABLE WITH SINK Custom Items Model # CUSTOM Custom Worktable With Sink And Drawers, Stainless Steel Undershef.
	1	T&S B-0231 Sink mixing faucet with 12" swing nozzle, wall mounted, 8" centers on sink faucet with 1/2" IPS eccentric flanged female inlets, lever handles
	1	T&S B-3915 Twist Waste Valve, 3" sink opening, 2" drain outlet w/overflow outlet, cast bronze, s/s strainer, nickel-plated wearing parts, CSA certified
35.	1	DOUBLE OVERSHELF Custom Items Model # CUSTOM Custom Double Overshef To Mount On Block Wall
36.	1	HAND SINK Advance Tabco Model # 7-PS-60-1X Hand Sink, wall model, 10" wide x 14" front-to-back x 5" deep, stainless steel construction, with splash mounted faucet
37.	1	HOSE STATION T&S Brass Model # B-2312-CR with EP-1421 Self-closing spray valve; quick disconnect socket; flex hose with polyurethane inner hose; vacuum breaker; hose hook; mixing faucet
38.	1	3-COMPARTMENT SINK Custom Items Model # Custom Custom 3-compartment Sink With Drainboards.
	2	T&S B-0231 Sink mixing faucet with 12" swing nozzle, wall mounted, 8" centers on sink faucet with 1/2" IPS eccentric flanged female inlets, lever handles
	3	T&S B-3915 Twist Waste Valve, 3" sink opening, 2" drain outlet w/overflow outlet, cast bronze, s/s strainer, nickel-plated wearing parts, CSA certified
39.	1	HAND SINK Advance Tabco Model # 7-PS-60 Hand Sink, wall model, 10" wide x 14" front-to-back x 5" deep stainless steel construction, with splash mounted faucet
	2	K-320-LU Wrist Handle only
	1	7-PS-17 Side Splash, for hand sinks, for two side splashes
40.	24	POST ISS Shelving Model # PNY74 Digital Post, 74" high, for use with stem casters, Gold Bond finish
	24	CM5MB Stem Caster, swivel –brake, 5" diameter, 1-1/4" wide face, resilient wheel tread, 200 lb capacity
	16	2472Y shelf, wire, 24" wide, 72" long, Gold Bond finish
	8	2448Y shelf, wire, 24" wide, 48" long, Gold Bond finish

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**ATTACHMENT C – FOOD SERVICE EQUIPMENT LIST**

41.	1	CLEAN DISHTABLE Custom Items Model # CUSTOM Custom Clean Dishtable with Undershelf Per Plan
42	1	BOOSTER HEATER, ELECTRIC Hatco Model # S-54 Imperial Booster Heater, Electric, 16-gallon storage capacity, electric operation, 54-KW, stainless steel front, custom fittings & Castone tank
	1	208V, 3-phase
	1	PRVB Brass Pressure Reducing Valve w/By-Pass in lieu of cast iron
	1	SSBB Stainless steel body and base (not for retrofit)
	1	SSA-Legs 6" – 8" Stainless steel adjustable legs
43	1	DISHWASHER, CONVEYOR TYPE Hobart Model # CLPS66E Serial #: 85-1091585
44.	1	SOILED DISHTABLE Custom Items Model # Custom Custom Soiled Dishtable L-Shaped With Landing Area And Pre Rinse Sink With Glides
	1	T&S B-0133-B Pre-Rinse Unit, 8" O.C. wall mounted faucet, ½" IPS female eccentric flanged inlets, 34" high, 15" overhang, 18" riser, B-0107 spray valve, B-0044-H flexible s/s hose, B-0109-01 6" wall bracket
	1	T&S B-0156 Add on faucet for pre-rinse units, 12" nozzle, includes 3" nipple, for pre-rinse units
45.	1	DISPOSER In-Sink-Erator Model # SS-125-6-MRS Serial #: 1459124648 Disposer, sink mounted, 6-5/8" dia. Inlet, with collar adapter for trough installation, 1-1/4 HP motor, stainless steel construction, manual reverse switch 208v, 3 phase
46.	1	UTILITY CART Metro Model # BC2636-24B BC Series Utility Cart, 2-shelves, open base, shelf size 27" x 40", heavy duty plastic shelf, with 4 swivel/resilient tread casters, beige
47.	64	POST ISS Shelving Model # PC74 Digital Post, 74" high, with adjustable feet, chrome plated
	44	2472Z Shelf, wire, 24" wide, 72" long Plating Plus finish
	16	2460Z Shelf, wire, 24" wide, 60" long Plating Plus finish
	4	2436Z Shelf, wire, 24" wide, 36" long Plating Plus finish

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**ATTACHMENT C – FOOD SERVICE EQUIPMENT LIST**

48.	3	CABINET, MOBILE HEATED TURBO AIR Model #: PRO-26H-RI PRO Series Heated Cabinet, roll-in, one-section, 39.3 cu. ft., (1) hinged self-closing full length solid doors with locks & stay open feature, lifetime guaranteed heavy duty hinges & handles, digital temperature control, LED interior lighting, stainless steel interior, 22 gauge stainless steel exterior (galvanized steel top & bottom), stainless steel ramp, 1550 watts, 115v/60/1-ph, 13.5 amps, NEMA 5-15P, ETLus, ETLSanitation
49.	2	WORKTABLE Custom Items Model # CUSTOM Custom Worktable With Wheels And Undershef
50.	1	CUSTOM CONVEYOR
51.	1	HAND SINK Advance Tabco Model # 7-PS-60 Hand Sink, wall model, 10" wide x 14" front to back x 5" deep, stainless steel construction, with splash mounted faucet
	2	K-316-LU Wrist Handle Only
	1	7-PS-17 Side Splash, for hand sinks, for two side splashes
52.	1	BEVERAGE COUNTER Custom Items Model ##CUSTOM Custom Beverage Counter With Quick Drain And Storage Below
	1	T&S B-0231 Sink mixing faucet with 12" swing nozzle, wall mounted, 8" centers on sink faucet with ½" IPS eccentric flanged female inlets, lever handles
	1	T&S B-3915 Twist Waste Valve, 3" sink opening, 2" drain outlet w/overflow outlet, cast bronze, s/s strainer, nickel-plated wearing parts, CSA certified
53.	2	SHELF, WALL MOUNTED Advance Tabco Model # WS-12-60 Shelf, wall-mounted, stainless steel, 12" wide, 5 feet long
54.	3	FLOOR TROUGH Custom Floor Trough
55.	1	WALK-IN REFRIGERATION Premier Restaurant Equipment Model # REFRIGERATION Premier Walk-In Refrigeration Located On Top Of Box
56.	1	HOT FOOD SERVING COUNTER/TABLE Duke Manufacturing Model #: TEHF-74PG Serial #: 04202981 Thurmaduke™ Hot Food Unit, mobile, electric, 74"W x 32"D x 36"H, 16ga stainless steel top, (5) stainless steel heat wells, drains, copper manifolds, (1) valve, thermostats, dish shelf, 20ga paint grip steel body & undershef, 5" swivel casters & brakes, 6 ft cord with plug, cULus, UL EPH Classified (NOTE: Electric values & plug configurations change for 3

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**ATTACHMENT C – FOOD SERVICE EQUIPMENT LIST**

		<p>phase or when adding electric options - Contact Factory for more info) 1 ea PH_VOLTAGE Voltage to be determined</p> <p>1 PH_PAINT Powder Coat color to be determined 1 ea SOLID-HD-5CU Tray Slide, customer's side, 74" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks</p> <p>1 HTD-BASE-M Heat-In-Base Unit, 30" left to right, 23" deep, 17" high, includes electric outlet in cabinet base when ordered with steamtable, NOT available for 2-well units, (2) can be used with (5) or 6-well units, holds (4) 6"dp or (6) 4"dp or (12) 2"dp pans, 120v/60/1-ph, 4.2 amps, 6 ft cord with plug, UL</p> <p>TS530-74-1SN Thurmaduke™ Designer Sneeze Guard, 74"W x 26-1/2"D x 18"H, single service buffet style, flip-up acrylic, painted end panels, 13" wide shelf &amp; 1/4" acrylic end guards, cULus, UL EPH Class</p> <p>1 1SSS Stainless Steel Shelf, in lieu of standard painted steel</p> <p>1 SSE Stainless Steel Ends, in lieu of standard painted steel</p>
57.	1	<p>SERVING COUNTER, COLD FOOD (CURRENTLY IN THE PROCESS OF REPLACEMENT) Duke Manufacturing TCM-60PG-N7 Thurmaduke™ Cold Food Unit, mobile, 60"W x 32"D x 36"H, 16ga stainless steel top, NSF 7 stainless steel mechanical cold pan, 8" deep, 56-1/2" x 21-3/4" liner, 1" drain line &amp; valve, 20ga paint grip steel body &amp; undershelf, 5" dia. swivel casters &amp; brakes, R448a, 120v/60/1-ph, 4.8 amps, NEMA 5-15P, cULus, UL EPH Classified</p> <p>MOD-4N7 10" deep cold pan liner in lieu of standard 8" liner</p> <p>1 COND-EVAP Condensate evaporator</p> <p>SOLID-HD-4CU Tray Slide, customer's side, 60" W x 12-1/4" D, solid stainless steel, on hinged brackets, wTS530-60-1SN Thurmaduke™ Designer Sneeze Guard, 60"W x 26-1/2"D x 18"H, single service buffet style, flip-up acrylic, painted end panels, 13" wide shelf &amp; 1/4" acrylic end guards, cULus, UL EPH Classified with (2) 1/8" die-formed rubbing tracks</p> <p>1 SS Stainless Steel Shelf, in lieu of standard painted steel</p> <p>1 SSE Stainless Steel Ends, in lieu of standard painted steel</p>
58.	1	<p>CUSTOM MODEL # CARTS Custom Carts 58" x 28"</p>
59.	8	<p>CUSTOM MODEL # CARTS Custom Carts 74" x 28"</p>
60.	1	<p>ROLL-IN COMBI OVEN Alto-Shaam Model #: CTP20-20G Roll-in combination oven/steamer; provide (2) roll-in pan carts with capacity for (20) 18 x 26 sheet pans or (40) 12 x 20 pans, two rows deep; natural gas operation; electronic</p>

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**ATTACHMENT C – FOOD SERVICE EQUIPMENT LIST**

		ignition; boilerless steam system with heat exchange assembly; removable drip trays; PROtouch controls; multi-shelf timers; USB port; HACCP data access; single point core temperature probe; automatic tablet cleaning system, provide (1) CE-36354; retractable spray hose, provide (1) CE-24750; adjustable stainless steel legs; mechanical start-up check; installation kit and startup check; gas quick disconnect hose with restraining chain and water quick disconnect hoses
61.	1	COMBI OVEN, 2-SECTION Convotherm Model #: C4 Et 6.20 GB Two section unit; low profile casters; six 18" x 26" pan capacity; natural gas operation; quick disconnect water connections and gas quick disconnect gas hose with restraining chain
62.	1	GRILL Imperial Model #: ITG-36-CG Serial #: 07161719 36" x 24" chrome-plated cooking surface; natural gas operation; full length trough with drain; grease drawers with handle; stainless steel front, sides; splash guard and ledge; three burners with 90,000 BTU total output; thermostatic controls; 7" deep front landing ledge; gas pressure regulator; gas quick disconnect hose with restraining chain; stainless steel equipment stand; (4) heavy duty casters, front two with brakes
63	1	CHARBROILER Imperial Model #: IRB-36 36" wide; stainless steel exterior; stainless steel flashing; natural gas operation; rear gas connection; cap and cover unused manifolds; gas pressure regulator; gas quick disconnect hose with restraining chain; stainless steel equipment stand; (4) heavy duty casters, front two with brakes
64.	6	MOBILE RACK DOLLY Piper Products Model 750 14-gauge stainless steel construction; accommodates 20" X 20" racks; drainage hole; full perimeter bumper; four 4" diameter polyurethane swivel casters
65.	1	TRAY ASSEMBLY CONVEYOR Custom fabrication
67.	1	MOBILE HEATED CABINET Food Warming Equipment Co., Inc. Model #: TS-1826-7 Heated Cabinet, mobile, insulated, humi-temp heat system with eye level controls, (5) pair universal tray slides, 4-1/2" OC, adjustable on 11/2" increments, for 18" x 26", 14" x 18", 12" x 20" & GN 1/1, removable slides & uprights, includes recessed hand grips, stainless steel interior & exterior, 2" swivel casters, UL, cULus, NSF, CE, IPX4 1 ea.
68.		Intentionally left blank.
69.	1	CAN RACK-X3 New Age Model # 1250CK Can Storage Rack, mobile design with casters, sloped glides for automatic can retrieval, aluminum construction, holds (162) #10 or (216) #5 cans, (4) 6" plate casters, (2) swivel with brakes, (2) rigid, NSF
70.	48	WIRE SHELIVING Metro Model # A2472NK3

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**ATTACHMENT C – FOOD SERVICE EQUIPMENT LIST**

	48	<p>Super Adjustable Super Erecta® Shelf, wire, 72"W x 24"D, Metroseal 3 (corrosion-resistant) finish, corner release system, with Microban® antimicrobial protection,</p> <p>74UPK3 Super Erecta® SiteSelect™ Post, 73-7/8"H, for use with stem casters, Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection, 5PC Super Erecta® Stem Caster, swivel, 5" dia., 1-1/4" face, 300 lb. capacity, corrosion resistant, polyurethane flat wheel tread, polymer horn, includes bumper, 5PCB Super Erecta® Stem Caster, swivel (with foot operated brake), 5" dia., 1-1/4" face, 300 lb. capacity, corrosion resistant, polyurethane flat wheel tread, polymer horn, includes bumper</p>
71.	2	<p><b>TRAY DRYING RACKS</b></p> <p>The Vented Tray Drying Rack is designed to promote foster more effective drying of trays than traditional tray drying racks. There are two parts to these racks, a stainless steel frame and vented polycarbonate shelf inserts that fit on the frame. With vented inserts, air can circulate more fully around the trays, allowing any water that accumulates to evaporate more quickly. Additionally, these inserts can be easily washed in the dish machine pot sink with sanitation. With spacing at 3", these racks hold a variety a trays and are great for drying and storing product. The frames 1-1/2" all welded stainless steel square tube and rack inserts are highly curable. Break-resistant polycarbonate.</p>

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**ATTACHMENT D – FOOD SERVICE SMALL WARES LIST**

**The list of small wares owned by the County's current Contractor include, but are not limited to:**

1. Pitchers, mugs, cups, tableware and flatware
2. Food containers, film, papers, and foils
3. Paper plates, cutlery, cups, and dispensers
4. Knives, sharpeners, cutting boards, utensils, tongs, ladles, dippers, dishers, and spoodles
5. Mixing bowls, colanders, graters, timers, scales, rolling pins, pastry brushes, measures and scoops, sheet pans and hotel pans
6. Electric can opener, pots, pans, first aid kit, ingredient bins, Cambro beverage containers, carts, trucks, dollies
7. Microwave, peelers, floor matting, buckets, towels, scrubbers, trash cans, pallet jack
8. Computer and supplies

**The list of small wares owned by the County include, but are not limited to:**

9. Serving trays
10. Tray drying racks, (2 each)
11. Dish racks (2 each)
12. Food containers
13. Cutlery dispensers (3 each)
14. Ketchup, Mustard, and BBQ dispensers (2 each)
15. Ladles
16. Food delivery carts, two-wheeler, flatbed cart, storage racks (12 each ), ingredient bins (3 each)
17. Trash cans and recycling bins located in the ADC kitchen
18. Pancake dispenser
19. Officer furniture: desk, chairs, filing cabinets located in ADC kitchen
20. Set-up bins for hot and cold carts
21. Roll tops for hot carts (5 each)
22. Compartment trays, salad containers with lids used for ADC staff midnight meals
23. Warning blender
24. Bunn, two-gallon coffee pot
25. Can dispensers (dry storage, on wheels - 3 each)
26. APW Soup warmer (2 each)
27. APW cheese warmer (2 each)
28. Oliver heat sealer
29. Cereal dispenser
30. Ice paddles
31. Heating lamp
32. Wire ship dispenser (3 each)
33. Salad bar dry dispenser (2 each)
34. Salad bar cold dispenser (2 each)
35. All tables and chairs in the officer dining room
36. Toaster in officer dining room
37. Robot coup – blender
38. Nemco portable hotwells (4)

**PROFESSIONAL SERVICES AGREEMENT #: RC-000709**  
**ATTACHMENT E - PRICING WORKSHEET**

The County does not guarantee any minimum or maximum number of meals or food items during the term of this agreement. Any quantities given were estimates and only given as a guideline for the Contractor's RFP response preparation. Estimates should not be construed as representing actual quantities. The County shall not be held to any minimum or maximum quantities.

<b>ADC INMATE MEALS</b>				
	<b>COST PER MEAL</b>	<b># OF MEALS</b>	<b># OF DAYS</b>	<b>COST PER YEAR</b>
Breakfast (cold)	\$ 2.794885	450	365	\$ 459,059.86
Lunch (hot)	\$ 2.794885	350	365	\$ 357,046.56
Dinner (hot)	\$ 2.794885	450	365	\$ 459,059.86
Bag Lunches (Court) M-F	\$ 2.794885	150	261	\$ 109,419.75
Snack Bags	\$ 2.794885	50	365	\$ 51,006.65
<b>SUBTOTAL</b>				\$ 1,435,592.68
<b>ADC STAFF MEALS</b>				
<b>WEEKDAY</b>				
	<b>COST PER MEAL</b>	<b># OF MEALS</b>	<b># OF DAYS</b>	<b>COST PER YEAR</b>
Lunch (hot)	\$ 5.602496	90	252	\$ 127,064.62
Dinner (hot)	\$ 5.602496	45	252	\$ 63,532.31
Midnight Meal (hot)	\$ 5.602496	10	252	\$ 14,118.29
<b>WEEKEND AND HOLIDAYS</b>				
Lunch (hot)	\$ 5.602496	40	113	\$ 25,323.28
Dinner (hot)	\$ 5.602496	35	113	\$ 22,157.87
Midnight Meal (hot)	\$ 5.602496	10	113	\$ 6,330.82
<b>SUBTOTAL</b>				\$ 258,527.19
<b>ADC TOTAL FOR ONE YEAR</b>				\$ 1,694,119.87

<b>ADC OPTIONAL MEALS</b>				
	<b>COST PER MEAL</b>	<b># OF MEALS</b>	<b># OF DAYS</b>	<b>COST PER YEAR</b>
Snack - to meet total calorie requirement when brunch is served (for inmates)	\$ 3.05	450	104	\$ 142,743.84
Evening Snacks (for inmates)	\$ 1.57	50	365	\$ 28,740.06
Special staff meals	\$ 5.60	140	20	\$ 15,686.99
Staff coffee and snack (once per month)	\$ 1.50	140	12	\$ 2,520.00

**PROFESSIONAL SERVICES AGREEMENT #: RC-000709**  
**ATTACHMENT F – ADC MATERIAL CONDITIONS**

The County shall pay the Contractor for meals and food served at the ADC at the prices contained in Attachment E – Pricing Worksheet, except if in the event of a Material Conditions occurs.

A “Material Condition” is any aspect of food safety or food quality that directly causes an incident that profoundly affects the safety, security of ADC inmates or ADC staff, or operational integrity of the ADC as determined by the Sergeant on duty and the Lieutenant on call at the time the food is served. Examples of Material Conditions include, but are not limited to:

1. undercooked, spoiled or contaminated food served to ADC staff or inmates, such as food that is grossly discolored, textured, or malodorous to the point that it is not consumable;
2. meal service that results in a significant disruption or alteration in ADC staff performance of duty, such as unreasonable delays, delays to or cancellation of ADC programming, client transfers, or professional visits, or interference with court schedules;
3. meal service that causes a disturbance of the orderly operation of the ADC or puts ADC staff or inmates at risk, or
4. insufficient food amount or insufficient calorie count amount to feed each inmate the required portions.

In the event a Material Condition is suspected, the Sergeant on duty at the ADC will consult with the Lieutenant on call to make a Material Condition determination. If the County determines a Material Condition exists, it will photograph the food subject to the Material Condition and will also preserve the affected food trays for Contractor’s inspection. Contractor will replace food subject to a Material Condition within 90 minutes of notification of the Material Condition by County. If it is later determined that no Material Condition existed after Contractor provided replacement food, County will pay for the replacement food provided by Contractor.

In the event that any of the following circumstances occur at the ADC, the County will be entitled to charge Contractor administrative expenses set forth below, which shall not constitute a waiver by the County of any other rights or remedies it may have against Contractor:

1. Each instance of serving of food meeting the Material Condition involving 10 or more inmate food trays, \$250 for each meal period of non-compliance and food needs to be replaced at each instance at no charge within ninety (90) minutes.
2. Meal start time more than 30 minutes late, due to fault of Contractor, \$250 per meal period.
3. Critical violation on any Health Department inspection report, \$500 per each inspection.
4. Any Material Condition or contract requirement, not cited above, found to be in non-compliance; if reported in writing to the Contractor and Contractor does not cure within prescribed time lines; \$250 for each day of non-compliance until corrected and food needs to be replaced at each instance.

The County will promptly notify the Contractor that any of the above circumstances has occurred at the ADC. In addition, in the event that a Material Condition occurs and Contractor has not, after notice by County, replaced meals affected by the Material Condition within 90 minutes, the Contractor will credit to County all sums paid by County to Contractor for the meal service in which the Material Condition occurred and apply such credit to the current invoice.

**PROFESSIONAL SERVICES AGREEMENT #: RC-000709**  
**ATTACHMENT G – COUNTY ROLES AND RESPONSIBILITIES**

The County shall be responsible for, but not limited to the following roles and responsibilities:

1. The County shall provide building space and utilities for the kitchen in the ADC, including the appliances and accessory equipment identified in **Attachment C – Food Service Equipment List**. Any and all items owned by the County shall be no cost to the Contractor, unless damage due to negligence.
2. The County shall provide internet service and access to telephone service; the Contractor shall be responsible for the cost of any long-distance telephone calls.
3. In cooperation with the Contractor, develop an inventory and documented condition of County-provided small wares and accessory equipment identified in **Attachment D – Food Service Small Wares List**, which will be signed by the County and the Contractor prior to commencement of services under this Agreement. Upon signing by both parties, the signed inventory will become a part of this Agreement, as will any future additions or deletions.
4. The County shall provide trash and recycling containers and removal.
5. The County shall submit to the Contractor accurate orders for the number of meals to be served to detained persons and ADC staff no less than two (2) hours prior to the time for meals to be served. Special diet orders will also be identified at this time.
6. The County shall provide picture ID badges for use by the Contractor's staff.
7. Designate County staff to verify accuracy of meal count reports.
8. The County shall be responsible for counting all trays, cups, accessories and utensils of each living unit food cart before meals are served and before the cart is returned to the Contractor after the meal.
9. The County shall make available a dedicated break area in the kitchen and a designated smoking area outside the ADC for the Contractor's staff to utilize.
10. The County shall provide tables and chairs in the ADC officer dining room
11. The County shall provide parking for delivery trucks.

## EXHIBIT 1 - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BA Agreement”) is referenced by and incorporated within Agreement # RC-000709 (the “Service Agreement”) between Ramsey County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Community Human Services Department, 160 E. Kellogg Blvd, St. Paul, MN 55101 AND/OR the St. Paul-Ramsey County Department of Public Health, 555 Cedar St., St. Paul, MN 55101 (“Covered Entity”) and Taher, Inc., 5570 Smetana Drive, Minnetonka, MN 55343 (“Business Associate”) (each a “Party” and collectively the “Parties”).

### Recitals

- A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended (“HIPAA”) and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
- B. Ramsey County is a Covered Entity that is a Hybrid Entity as defined at 45 C.F.R. § 164.105.
- C. The Service Agreement identifies certain program areas/units of Covered Entity that are included in Covered Entity’s Health Care Component and in need of Business Associate’s services;
- D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BA Agreement.

**NOW, THEREFORE**, intending to be legally bound, the Parties agree as follows:

1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
  - (a) “Business Associate” shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
  - (b) “Covered Entity” shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).

- (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.
2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Service Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Service Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.
3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:
- (a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.
- (b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.
- (c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.
- (d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.
- (e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

- (f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.
- (g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:
  - (1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and
  - (2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and
  - (3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.
- (h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules at 45 C.F.R. Part 164.402 excludes the following circumstances and therefore Breach notice requirements do not apply:
  - (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
  - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
  - (3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- (i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time

and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.

- (j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.
- (k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.
- (l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.
- (m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.
- (n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:

- (a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;
- (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or

required uses and disclosures; and

- (c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

- 5. **Defense, Indemnification and Hold Harmless.** The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.

6. **Term and Termination.**

- (a) **Term.** The Term of this BA Agreement shall be effective as of the Effective Date listed below, and shall continue until terminated as provided herein.
- (b) **Termination upon Termination of the Underlying Relationship.** This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Service Agreement.
- (c) **Termination for Cause.** Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.
- (d) **Upon Termination.**
  - (1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain

copies of any such PHI.

(2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.
8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.
9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the following addresses:

if to Covered Entity, addressed to:

Privacy Officer  
250 Courthouse  
15 West Kellogg Blvd.  
St. Paul, MN 55101

if to Business Associate, addressed to:

Taher, Inc.  
Attn: Bruce Taher, CEO  
5570 Smetana Drive  
Minnetonka, MN 55343

or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings.** The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts.** This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
14. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such

matters informally.

15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby.** This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver.** The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns.** This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement.** This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement.** Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Service Agreement.
20. **Interpretation.** A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

**WHEREFORE**, this BA Agreement is duly approved as of the date of the Service Agreement.

## EXHIBIT 2 - CJIS SECURITY ADDENDUM

This Security Addendum is an agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Sheriff's Office and Taher, Inc., This Security Addendum is in support of a contract between the Contracting Government Agency and the Contractor for the provision of services that require compliance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Systems Security Policy (CJIS Security Policy).

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

### 1.0 Definitions.

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor- a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.03 Contract – the primary agreement between the CGA and the Contractor for the provision of services.

### 2.00 Responsibilities of the Contracting Government Agency.

*RFP-SHRF-25466 Food Services*

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgement of such receipt and the contents of the Security Addendum. The signed acknowledgements shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see CJIS Security Policy glossary for definition of digital signature).

### 3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

### 4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and the Contractor.

4.02 Security violations can justify termination of the Contract between the CGA and the Contractor.

4.03 Upon notification, the CSO and FBI reserve the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend, or terminate access and services, including telecommunications links. The CSO will provide the CGA with timely written notice of any action taken. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the CSO or FBI by the CGA. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

### 5.00 Audit.

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum or the Contract.

### 6.00 Scope and Authority.

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; (4) Title 28, Code of Federal Regulations, Part 20; and (5) the Contract. The parties are also subject to applicable federal and state laws and regulations.

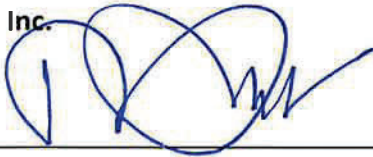
6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the Contract which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the Contract without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director  
Criminal Justice Information Services Division, FBI  
1000 Custer Hollow Road  
Clarksburg, West Virginia 23606

Taher, Inc.



Signature of officer

Bruce Taher

Printed Name & Title

2/15/24

Date

Thank You

Ramsey County

Signature

Printed Name & Title


Date


### Exhibit 3 – CJIS Security Addendum Certification

#### CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than the execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

  
\_\_\_\_\_  
Bruce Taher

  
\_\_\_\_\_  
2/15/2026

Printed Name/Signature of Contractor Employee

Date

  
\_\_\_\_\_  
Bruce Taher

  
\_\_\_\_\_  
2/15/2026

Printed Name/Signature of Contractor Representative

Date

CEO - Taher, Inc

\_\_\_\_\_  
Organization and Title of Contractor Representative

