



City Attorney

OAKLAND CITY COUNCIL

FILED
OFFICE OF THE CITY CLERK
OAKLAND

RESOLUTION No. 78911 = C.M.S.

2004 OCT 28 PM 1:56

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OAKLAND AND COMPASS GROUP, USA, BY AND THROUGH ITS CANTEEN CORRECTIONAL SERVICES DIVISION, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$329,850) IN FY 2004-05 FOR THE PROVISION OF FOOD AND FOOD SERVICE MANAGEMENT FOR THE CITY OF OAKLAND JAIL FOR THE PERIOD OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2005

WHEREAS, Compass Group, USA, provides a program of food appropriation and food service management that meets the needs of the City Jail; and

WHEREAS, in the Request for Proposal process, Compass Group, USA was the only vendor to respond; and

WHEREAS, the performance of this service is in the public's economic interest; and

WHEREAS, the Police Department has current year funds of \$113,917.57 for the October 2004 through June 2005 portion of the Compass Group, USA contract available in the Police Department General Fund (1010), in the Jail Organization (103710), in Account 54919, Jail Program (PS10), with additional funds in the amount of \$175,150 in the Police Department General Fund (1010), in the Office of Chief of Police Organization (101110), in Account 54919, Coordinated Enforcement Plan (program code P819), in the amount of \$154,700; and

WHEREAS, the Police Department anticipates funding for jail food in the FY 2005-07 General Fund (1010), in the Jail Organization (103710), in Account 54919, Jail Program PS10, budget to cover the last three months of the contract; and

WHEREAS, the total contract amount of \$329,850 includes the three percent contract compliance fee of \$9,896; and

WHEREAS, the City Council finds and determines that services provided pursuant to the contract authorized hereunder are of a professional, scientific or technical nature and are temporary in nature; and

WHEREAS, the City Council finds that this contract shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now therefore be it

RESOLVED: That the City Council hereby authorizes the City Administrator to extend the current agreement in an amount not to exceed \$329,850 for the period of October 1, 2004 through September 30, 2005 with Compass Group, USA for food and foodservice management for the City Jail; and, be it

FURTHER RESOLVED: That the City Administrator is authorized to execute any further documents necessary to implement this resolution; and, be it

FURTHER RESOLVED: That the City Administrator is authorized to modify, extend or amend said agreement provided that no additional funds will be allocated without prior Council approval.

FURTHER RESOLVED: That the agreement shall be reviewed by the Office of the City Attorney as to form and legality and a copy placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, NOV 16 2004, 20

PASSED BY THE FOLLOWING VOTE:

AYES- ~~BROOKS~~, BRUNNER, CHANG, NADEL, QUAN, REID, WAN and PRESIDENT DE LA FUENTE - 7

NOES- ~~0~~

ABSENT- ~~0~~

ABSTENTION- ~~0~~

Excused- Brooks-1

ATTEST: *CEDA FLOYD*
CEDA FLOYD
City Clerk and Clerk of the Council
of the City of Oakland, California

SCHEDULE A

SCOPE OF WORK

All services performed by Contractor shall be carried out in conformance with California Code of Regulations, Title 15 guidelines. Services to be provided include:

Food requirements:

1. Contractor shall provide planning, procurement, administration and food management services for a food service program of three (3) meals per day, seven (7) days per week with a minimum of two (2) hot meals being served during the daily inmate meal period. Contractor shall provide upgraded hot meals for the staff on a regular basis; however, cold meals may be served periodically based on supplies and staffing. Hot/Cold meals must contain the necessary nutritional value as outlined in all local, state and federal guidelines.
2. No more than thirteen (13) hours shall pass between the dinner and breakfast meals. A meal schedule shall be mutually agreed upon between the Contractor and Oakland City Jail Staff.
3. Contractor shall provide a holding cell snack for inmates not yet housed; to be served at scheduled meal times.
4. Contractor shall detail its recommendations for institution of a staff dining room program. In addition, the Contractor shall be responsible for supplying coffee, juice, fresh fruit, snacks and condiments to the staff dining room.
5. All menus and special diets must meet the Minimum Standards for Adult Jails, Local Detention and Holding Facilities as established by California Code of Regulations, Title 15. A registered dietitian will approve all menus prior to service. All meals served will be in compliance with the current Recommended Dietary Allowance for adult males as established by the National Academy of Sciences.
6. The Contractor must provide a 28-day cycle menu, complete with nutritional analysis. A 28-day cycle menu will be developed and certified by Contractor's Registered Dietitian for each meal option plan and calorie level, and approved by the City Jail Commander. The inmate menu plan must comply with standards and guidelines of CCR, Title 15. In addition, Contractor will provide an enhanced staff meal plan, based on a 28-day cycle, with ordering and serving schedules established by mutual agreement between contractor and City.
7. The Contractor shall warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140F hot or 45F cold), and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, catsup or mustard where indicated).
8. The Contractor shall provide, at no additional cost, medical diets conforming to physician-ordered specifications. The Contractor will make available to the Jail Commander a current copy of its corrections diet handbook and a schedule of the 28-

day cycle menu it proposes to serve inmates on medical diets. Contractor will provide special religious diets, with prior approval of the Jail Commander. Contractor will provide the disciplinary diet outlined in CCR, Title 15, when ordered by the Jail Commander and approved by health services staff.

9. The Contractor shall provide a minimum of four (4) spirit lifter meals annually, including Fourth of July, Thanksgiving, Christmas and New Year holiday periods or if requested by the Jail Commander. All such meals will be provided at contract rates.
10. The Contractor agrees to provide catered meals for special events as designated by Jail Commander with not less than seventy-two (72) hours notice. The cost per meal shall be mutually agreed upon.
11. The Contractor shall incorporate free federal and/or state commodities, if available. Said commodities value shall be equal to fair market wholesale value. Said offsetting price commodities shall be declared to the Jail Commander or his/her designee on a monthly basis. Declaration shall include type of commodity, amount of commodity by weight or volume, wholesale price per unit, and total wholesale value. Declaration shall also depict the operating expenses due to use of said commodities.

The Contractor shall:

1. Provide all consumable supplies and food products, which are required for food service operation. These supplies and food products shall remain the property of the Contractor, unless otherwise determined to be paid in full by the City. The Contractor shall provide cleaning and maintenance supplies.
2. Be responsible for auditing the preparation, service and storage of food and the sanitation of the kitchen.
3. Assign a minimum of one (1) Food Manager on a full-time basis to work with the Cook III with managing and supervising all aspects of the food service operation. The City shall provide trained food service employees. It is specifically understood that the Food Manager shall have no supervisory or management authority over any City employee. The Contractor agrees to train food service personnel subject to the overall control of the City.
4. Agree that its employee assigned to duty at the jail shall submit to periodic health examination, at the Contractor's expense, as required by law and shall submit satisfactory evidence of compliance with all health regulations to the City, upon request.
5. Secure and pay all federal, state and local licenses, permits, and fees required for the operation of food services provided hereunder. During the period of this agreement, if it is deemed by taxing authorities that all, or a portion of the services provided hereunder are to be subject to a sales or similar tax which has not been collected by the Contractor, the City agrees to pay such tax.

6. Contractor shall submit to the City on the first day of each week, covering the proceeding week, an invoice for meals ordered or served whichever is greater. The price per meal charged to the City shall be in accordance with Attachment B, Rate Schedule, and shall be guaranteed for meals for the term of the contract.
7. The Contractor shall return to the City at the expiration of this contract the food service premises and all equipment furnished by the City in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the Contractor without negligence on the part of the Contractor or its employees and providing that all damages and losses are immediately reported to the City for all items covered by this paragraph. The City will pay for needed repairs caused by normal wear and tear. Equipment, which in the opinion of the City has exceeded its useful life, will be replaced by the City upon consultation with the Contractor.
8. The Contractor agrees to provide any additional food services as mutually agreed upon at prices mutually agreed to.
9. Access and records - The Contractor shall keep full and accurate records of sales and meal count in connection with food services in accordance with Title 15. A copy of said records shall be supplied to the Jail Commander on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the City at any time during regular working hours.
 - a. The City shall make facility inspections when deemed necessary, with or without advance notice to the Contractor. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the proposal without advance written approval of the City.
 - b. Inspections of the kitchen facilities by the City, County, and State health, regulatory and oversight agencies must achieve, at a minimum, satisfactory ratings.
10. The City shall be responsible for purchasing and maintaining new reusable plastic trays, cups and spoons for all feeding operations when necessary. The Contractor will provide all required paper products in an amount not to exceed \$8,103.00. If usage exceeds \$8,301.00 the City will be billed at a rate of \$155.82 per week. The City will also provide a heated serving cart or a cart with temperature controlled trays to maintain temperature control for meals served in dorms and cells.

Staff Requirements

1. The employee of the Contractor or Contractor's sub-contractor, working in the jail, must clear background and criminal history checks. The employee must comply with the Police Department's and Jail's written policies and procedures.

2. The food service manager will provide training in food service delivery and food management for all City Jail food service employees. The Contractor shall also be responsible for documenting and maintaining training records of all food service employees which shall be available to the City at all times.
3. Supervision of City staff would continue to be accomplished by a Supervising Cook (Cook III) and the food would be prepared and served by the existing Cooks and Cooks Assistants.

Safety and Security

Contractor will develop and implement a worker safety program and will utilize and adhere to security policies pertaining to custody environment and City of Oakland policies and procedures.

Daily Processing of Complaints

Food service complaints from inmates and staff must be processed daily as follows:

1. The Food Manager and Cook III shall consult together prior to and acting upon all food service complaints.
2. The Food Manager and the Cook III shall determine the appropriate mechanism to be utilized for specific categories of complaints.
3. All complaints and responses shall be reviewed by the Jail Commander or designee and must be approved prior to being acted upon.

Cost Summary

Cost /100 Meals

<u>Inmate Average</u>	<u>Cost Per Meal</u>
<u>Meals Served Per Day</u>	
100 – 200	\$ 1.375
200 - 300	\$ 1.312
300 – 400	\$ 1.163
<u>Staff Average Meals</u>	
75 – 90	\$ 2.75*

* Staff Meal Price includes Holiday Meals as mutually agreed

CONTRACTOR’S SIGNATURE

DEPARTMENT HEAD SIGNATURE

DATE: _____

DATE: _____