#### **AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (hereinafter, the "City"), and TRINITY SERVICES GROUP, INC., a Florida corporation with a principal place of business address of 477 Commerce Boulevard, Oldsmar, FL 34677 (hereinafter, the "Contractor"). For purposes of this Agreement, the City and the Contractor are collectively referred to as the "Parties."

The Parties agree as follows:

- 1. <u>DEFINITIONS</u>: The capitalized terms used in this Agreement and any and all exhibits hereto, will have the meanings given such terms in the paragraph in which such terms are parenthetically defined. The meanings given to terms defined will be equally applicable to the singular and plural forms of such terms. In addition, the following capitalized terms shall have the following meanings:
- **A.** "City" means and refers to the City and County of Denver or a person authorized to act on its behalf.
- **B.** "Contractor" means and refers to the Contractor, its agents, employees, officers, and anyone acting on its behalf.
- C. "Subcontractor" means an entity, other than the Contractor, that furnished or furnishes to the City or the Contractor services or supplies (other than standard office supplies, office space or printing services) pursuant to this Agreement.
- 2. <u>TERM</u>: The Agreement will commence on **June 30, 2023** and will expire on **December 31, 2026** (the "Term"). Subject to the Director's (as defined in Paragraph 3, below) prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.
- **3.** <u>COORDINATION AND LIAISON</u>: The Contractor will fully coordinate all Services under the Agreement with the Director of the Denver Department of Public Safety (the "Director" or "Agency"), and/or the Director's designee.

## 4. <u>SERVICES TO BE PROVIDED</u>:

- **A.** At the direction of the Director, the Contractor shall diligently undertake, perform, and complete all of the services, achieve all of the performance measures, and produce all the deliverables set forth on **Exhibit A**, the Contractor's Scope of Work (the "Services"), to the City's satisfaction.
- **B.** The Contractor is ready, willing, and able to provide the Services required by this Agreement.

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- C. The Contractor shall faithfully perform the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
- **D.** The Contractor shall not establish practices that create disincentives to providing Services to individuals with barriers to employment who may require longer-term Services, such as intensive employment, training, and education services.

#### 5. COMPENSATION AND METHOD OF PAYMENT:

- A. <u>Fee:</u> The City shall pay, and the Contractor shall accept as the sole compensation for Services rendered, performance measures achieved, and costs incurred under the Agreement, the amount of TWENTY-FIVE MILLION DOLLARS AND ZERO CENTS (\$25,000,000.00). Amounts billed may not exceed the foregoing amount.
- **B.** Reimbursable Expenses: Except as noted at the end of this paragraph, There are no reimbursable expenses allowed under this Agreement. All expenses to be incurred by the Contractor under this Agreement are expressed in Section 5.A. above and for the services and pricing as described in Exhibit A and Exhibit C, Pricing ("Pricing"). The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to, any charges or expenses related to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and/or out-of-pocket expenses.

#### C. Pricing:

- 1) The per meal prices stated in **Exhibit C** shall firm from the Effective Date of the Agreement until June 30, 2023. Contractor shall have the opportunity to revise its unit pricing once every three hundred and sixty-five (365) days in the event the parties renew the Agreement. Contractor shall submit all such requests for pricing adjustments to the City no less than ninety (90) days prior to the expiration date of the Agreement, or of any subsequent renewals. All requested pricing revisions submitted by Contractor shall be accompanied by a detailed explanation as to the reasoning for the pricing revision request and shall be reviewed by the City.
- 2) In the event the City agrees to a revision of the per meal prices as requested by the Contractor, all such revisions shall be made effective only upon expiration of the pervious term of the Agreement. In the event the City agrees to a requested revision of the per meal prices but does not acquiesce to a specific price increase as requested by Contractor, the City may increase the per meal prices using the yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor. The period for determining CPI-FAH increase shall be May of the immediately preceding year to May of the then-current year (the "Base Period").
- **D.** <u>Invoices</u>: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation

required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

#### **E. Maximum Contract Amount:**

- (1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWENTY-FIVE MILLION DOLLARS AND ZERO CENTS (\$25,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any Services, performed by Contractor beyond that specifically described in **Exhibit A.** Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.
- shall the City be liable for payment for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of the Maximum Contract Amount. The Contractor acknowledges that the City is not obligated to execute an amendment or renewal to this Agreement for any further phase of work other than the work described herein for the initial period, and that any work performed by Contractor beyond that specifically authorized is performed at Contractor's risk and without authorization under this Agreement. The Contractor understands and agrees that any and all payment obligations of the City under this Agreement, including any extensions or renewals thereof, whether direct or contingent, shall extend only to funds approved and appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of this Agreement, and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- F. Recovery of incorrect payments: The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including but not limited to applying a deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City or otherwise as provided by law. If as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, such audit or program review identifies any irregularities or deficiencies in the Contractor or its officers, agents, or employees' performance of the Contractor's obligations under this Agreement, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If the required corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents, and employees, from and against all disallowed costs.
- **G.** Return of unexpended funds: In the event the City determines that the Contractor possesses an unexpended balance of funds from any advance payments made to the

Contractor, then all such unexpended advanced funds will be returned to the City within ten (10) days written notice to the Contractor. The City's acceptance of any such amounts shall not constitute a waiver of any claim that the City may otherwise have arising out of this Agreement.

- H. No duplication of funds for same Services: The monies provided for and received under this Agreement are the only and sole funds received by the Contractor from or through the City and County of Denver for payment of the Services provided under this Agreement. In the event the Contractor shall receive any other monies from or through the City or any other party in order to provide the Services, then the compensation received hereunder may be reduced by such amount or amounts at the sole option of the City. The Contractor shall report promptly, in writing to the Director, all amounts received upon receipt.
- 6. PERFORMANCE MONITORING/INSPECTION: The Contractor shall permit the Director to monitor and review the Contractor's performance under this Agreement. The Contractor shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement.
- 7. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Without limiting the foregoing, the Parties specifically acknowledge that: 1) the Consultant is not entitled to unemployment insurance benefits (unless unemployment compensation coverage is provided by the Consultant or some other entity besides the City); 2) the Consultant is not entitled to workers' compensation benefits from the City; and 3) the Consultant is obligated to pay federal and state income taxes on any monies earned pursuant to this Agreement.
- **8.** ENFORCEMENT REMEDIES/TERMINATION OF AGREEMENT: The City has the following rights of enforcement and termination:
- A. <u>Enforcement Remedies</u>. If the Contractor materially fails to comply with the terms of this Agreement, the terms of any other agreement between the City and the Contractor, or any federal statute, rule, regulation, or terms and conditions of a Federal award, and fails to cure such noncompliance within twenty-one (21) days (or such longer period as the City may allow in its sole discretion) after receipt from the City of a notice specifying the noncompliance, the City may take one or more of the following enforcement actions at its election:
- (1) Withhold any or all payments to the Contractor, in whole or in part, until the necessary Services, deliverables, or corrections in performance are satisfactorily completed during the authorized period to cure default;
- (2) Deny any and all requests for payment and/or demand reimbursement from Contractor of any and all payments previously made to Contractor for those

Services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Contractor, cannot be performed or if performed would be of no value to the Program. Denial of requests for payment and demands for reimbursement shall be reasonably related to the amount of work or deliverables lost to the City;

- (3) Disallow or deny all or part of the cost of the activity or action not in compliance.
- (4) Suspend or terminate this Agreement, or any portion or portions thereof, effective immediately or (or such longer period as the City may allow) upon written notice to Contractor;
- (5) Deny in whole or in part any application or proposal from Contractor for funding for a subsequent year regardless of source of funds;
- (6) Reduce any application or proposal from Contractor for refunding for a subsequent year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;
- (7) Refuse to award Contractor, in whole or in part, any and all additional funds for expanded or additional services under the Program;
- (8) Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for Contractor; or
- (9) Modify, suspend, remove, or terminate the Services, in whole or in part. If the Services, or any portion thereof, are modified, suspended, removed, or terminated, the Contractor shall cooperate with the City in the transfer of the Services as reasonably designated by the City.
  - (10) Take other remedies that may be legally available.
- **B.** Termination for cause. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Director.
- C. <u>Termination due to criminal offenses.</u> Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
- **D.** <u>Termination for convenience.</u> The City may terminate the Agreement without cause upon twenty (20) days prior written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform Services under this Agreement beyond the time when such Services become unsatisfactory to the Director.

- Further, the City may also suspend or terminate this Agreement, in whole or in part, if Contractor becomes delinquent on any obligation to the City inclusive of any loan, contractual, and tax obligation as due, or with any rule, regulations, or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in City funding, in addition to other remedies as provided by law. In the event there is probable cause to believe the Contractor is non-compliant with any applicable rules, laws, regulations, or Agreement terms, the City may withhold up to one hundred (100) percent of said Agreement funds until such time as the Contractor is found to be in compliance by the City or is otherwise adjudicated to be in compliance, or to exercise the City's rights under any security interest arising hereunder.
- F. Termination due to Impossibility: Notwithstanding anything contained herein to the contrary, the City and the Contractor may terminate this Agreement upon a joint determination of the impossibility of the Contractor to perform its obligations hereunder in conformance with any continuing and effective public health orders issued by the State of Colorado or the City (collectively and as may be adopted, amended, revised, or supplemented, "Public Health Orders"). Notwithstanding the foregoing, such right of termination shall only be exercised after the Contractor has, to the reasonable satisfaction of the City, exhausted all other alternative methods of performance to comply with such Public Health Orders while performing all obligations hereunder. Such alternative methods of performance shall include, without limitation: 1) temporarily suspending performance of applicable portions or all of the Services with no monetary penalties imposed by the City due to such suspension; 2) engaging in approved social distancing requirements as described in the Public Health Orders; and/or 3) performing all or a portion of the Services remotely or electronically where feasible. All determinations of impossibility shall be reasonably determined jointly by the City and the Contractor upon consultation in good faith and, if so determined, shall also specify an effective date of termination of this Agreement to occur no later than twenty (20) days from the date of such determination. Nothing contained herein shall be construed as prohibiting or limiting the right of the City to otherwise terminate this Agreement in conformance with the terms and conditions of this Agreement. If this Agreement is terminated in accordance with this clause, the City shall be liable only for payment under the provisions of this Agreement for Services satisfactorily rendered by the Contractor before the effective date of termination.
- **G.** Payment upon termination. Upon termination of the Agreement, upon any ground, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation that has not been disallowed by the City for Services duly requested and satisfactorily performed or deliverables satisfactorily provided as described in the Agreement.
- H. Return of materials and equipment. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

- 9. **REQUIRED BACKGROUND CHECKS**: The Contractor shall cooperate and comply with the Agency's then-in-effect background check policy or policies for programs and services provided to youth under the age of eighteen (18) years.
- **EXAMINATION OF RECORDS/AUDIT REQUIREMENTS:** Any authorized 10. agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. § 20-276.
- 11. <u>WHEN RIGHTS AND REMEDIES NOT WAIVED</u>: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

#### 12. INSURANCE:

**General Conditions:** The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements,

and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- B. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B ("Certificate of Insurance"), preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- **C.** <u>Additional Insureds:</u> For Commercial General Liability and Auto Liability, Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- **D.** <u>Waiver of Subrogation</u>: For all coverages required under this Agreement, with the exception of Professional Liability, Contractor's insurer shall waive subrogation rights against the City.
- **E.** <u>Subcontractors and Subconsultants</u>: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- F. <u>Workers' Compensation/Employer's Liability Insurance</u>: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.
- **H.** Business Automobile Liability: Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

#### 13. DEFENSE AND INDEMNIFICATION:

- A. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- **B.** The Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
- C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- **D.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- **E.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- **14.** TAXES, LATE CHARGES, AND PERMITS: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, et seq. The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.
- 15. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized

assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

Services subcontracted under this Agreement shall be specified by written agreement and shall be subject to each applicable provision of this Agreement and any and all applicable Federal and State Laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor shall submit proposed subcontract agreements to the Director for the Director's review and approval. Such consent of the City obtained as required by this paragraph shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost.

- **16. INUREMENT:** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 17. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 18. PAYMENT OF CITY MINIMUM WAGE: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing Sections shall result in the penalties and other remedies authorized therein
- 19. PREVAILING WAGE REQUIREMENTS: Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.
- **20. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

21. <u>SEVERABILITY</u>: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

#### **22. CONFLICT OF INTEREST:**

- **A.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §§ 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
- **B.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement or other relationship, in conflict with those of the City. During the Term, the Contractor shall disclose promptly any potential conflicts of interest that arise from its activities and relationships with training or other service providers. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict. The Contractor will have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.
- **21. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Department of Safety 1331 Cherokee Street, Room 302 Denver, Colorado 80204

With a copy of any such notice to:

Denver City Attorney's Office 1437 Bannock St., Room 353 Denver, Colorado 80202

If to Contractor:

Trinity Services Group, Inc. Attention: Chief Operating Officer 477 Commerce Boulevard Oldsmar. FL 34677

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With copy to:

TKC Holdings, Inc. Attention: Chief Legal Officer 1260 Andes Boulevard St. Louis, MO 63132

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

- **22. <u>DISPUTES</u>:** All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b)-(f). For the purposes of that procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.
- 23. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.
- 24. NO DISCRIMINATION IN EMPLOYMENT (City Executive Order No. 8): In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

# 25. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

- **A**. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
  - **B.** The Contractor certifies that:
- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this

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Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

- (2) It will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
- (4) It is prohibited from using work authorization procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements regarding work authorization confirmations, all program requirements related to employee notification, and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
- (6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment or the City Auditor, under authority of D.R.M.C. 20-90.3.
- C. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

### 26. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:

**A.** In carrying out its obligations under the Agreement, Contractor and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Contractor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or **SHERF-202366487-00** 

veteran status. Contractor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.

- **B.** Contractor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Contractor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Contractor.
- **C.** Contractor will incorporate the foregoing requirements of this Section in all of its subcontracts.
- **D.** Contractor agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section.
- or cause to be performed all Services in full compliance with all applicable laws, rules, regulations, and codes of the United States, State of Colorado, and with the Charter, ordinances, regulations, policies, and Executive Orders of the City and County of Denver whether or not specifically referenced herein. Any references to specific Federal, State, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of Federal, State, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the Services referenced in this Agreement and all other applicable provisions of Federal, State or local law are deemed to be incorporated herein by reference. Compliance with all such statutes, regulations and other documents is the responsibility of the Contractor. Contractor shall ensure that any and all Subcontractors also comply with applicable laws.
- **28. <u>DISPUTES</u>:** All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b)-(f). For the purposes of that procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.
- 29. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action

relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

- **30.** STATUTES, REGULATIONS, AND OTHER AUTHORITY: Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Contractor's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.
- 31. <u>LEGAL AUTHORITY</u>: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he, she or they has/have been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- **32.** <u>LICENSES, PERMITS, AND OTHER AUTHORIZATIONS</u>: The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.
- **33. PROHIBITED TERMS**: Any term or condition that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; requires the City to obtain certaininsurance coverage; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain suchterm or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.
- 34. <u>DEBARMENT AND SUSPENSION</u>: The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual

relationship with the subcontractor for work to be performed under this Agreement.

- 35. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties have participated jointly in the negotiation and drafting of this Agreement and the Parties and their respective counsel have had the opportunity to review the Agreement. In the event of any ambiguity or question of intent or interpretation regarding the terms of this Agreement, the Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- 36. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The City and Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services, are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product. The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.
- 37. <u>SURVIVAL OF CERTAIN PROVISIONS</u>: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

- 38. <u>ADVERTISING AND PUBLIC DISCLOSURE</u>: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
- **39.** <u>CITY EXECUTION OF AGREEMENT</u>: The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
- 40. AGREEMENT AS COMPLETE INTEGRATION/AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the Parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both Parties and executed in the same manner as this Agreement.
- 41. <u>USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS</u>: The Contractor shall cooperate and comply with the provisions of City Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

#### 42. <u>CONFIDENTIAL INFORMATION, OPEN RECORDS</u>:

A. <u>City Information</u>: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential," or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

#### SHERF-202366487-00

- **B.** <u>Use of Confidential Information</u>: Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing access to Confidential Information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to reveal, publish, disclose, or distribute to any other party, in whole or in part, in any way whatsoever, any Confidential Information without prior written authorization from the Director.
- C. <u>City Methods</u>: The Contractor agrees that any and all ideas, concepts, know-how, business method, templates, data processing techniques and other innovations and discoveries provided by the City to the Contractor in connection with this Agreement shall be deemed to be the sole intellectual property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to such City Methods, that: (a) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Director; (b) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (c) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.
- **D.** Employees and Subcontractors: The requirements of this provision shall be binding on the Contractor's employees, agents, officers and assigns. The Contractor warrants that all of its employees, agents, and officers who designated to provide Services under this Agreement will be advised of this provision. All requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement.
- **E.** <u>Disclaimer:</u> Notwithstanding any other provision of this Agreement, the City is furnishing Confidential Information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including, but not in any manner limited to, fitness, merchantability, accuracy and completeness of the Confidential Information. The Contractor acknowledges and understands that Confidential Information may not be completely free of errors. The City assumes no liability for any errors or omissions in any Confidential Information. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.
- **F.** Open Records: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-201, et seq., C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to

object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

- 43. <u>DATA PROTECTION</u>: The Contractor shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder. The Contractor shall maintain security procedures and practices consistent with §§ 24-73-101 et seq., C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Contractor or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.
- **44. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- **45. PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
- **46. FORCE MAJEURE**: Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other Party or its officers, directors, employees, agents, contractors or elected officials and/or other substantially similar occurrences beyond the Party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended or suspended for a period as may be reasonably necessary to compensate for such delay.
- 47. <u>ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS</u>: The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in

its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**48.** <u>ATTACHED EXHIBITS INCORPORATED</u>: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance; and **Exhibit C**, Pricing.

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

**Contract Control Number:** 

<b>Contractor Name:</b>	TRINITY SERVICES GROUP INC
IN WITNESS WHEREOF, the Denver, Colorado as of:	parties have set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER:
ATTEST:	By:
APPROVED AS TO FORM	REGISTERED AND COUNTERSIGNED:
Attorney for the City and County	y of Denver
By:	By:
	By:

SHERF-202366487-00

# Contract Control Number: Contractor Name:

# SHERF-202366487-00 TRINITY SERVICES GROUP INC

	DocuSigned by:
By:	Jim Perry ADD034FA51074BF
Name	please print)
	(please print)
Title:	Senior Vice President (please print)
	(please print)
ATTE	ST: [if required]
By:	
Name	(please print)
	(please print)
Title:	(1 : 0)
	(please print)

#### **EXHIBIT A**

### Scope of Work

#### 1) Process Approach and Understanding - Kitchen Facilities

- A. Transport of meals between the City's facilities
  - Trinity staff will provide their own vehicle. Each facility will be treated as a standalone kitchen with independent staffing and meal patterns. The Food Service Director will be between each kitchen throughout the week.

#### B. Bakery area use.

Trinity will operate the bakery for the purpose of reducing meal costs by establishing a "Fresh Bread program" and provide a baking training program for inmates. This inmate program would require a total of 4-6 inmates, enabling the DSD the ability to be very selective regarding which group of inmates would be allowed to participate. Since the facility bakery is separate from the main kitchen, the DSD may find a rare opportunity to utilize female workers in the kitchen and allow them to participate in this training program, due the small number of inmates required.

Trinity's bread program will use proprietary baking mix to allow the facilities to provide freshly baked bread and bakery products for including:

- Dinner Rolls
- · Hamburger and Hot Dog Buns
- Pizza Crust
- Hoagie Rolls
- A full line of leavened bakery products such as Cinnamon Rolls.

Trinity's proprietary blend eliminates the need for yeast as an ingredient, removing a security risk from the facility. Inmate workers will have the opportunity to learn to make fresh bakery products, further developing a tangible skill set that can be used to secure employment after release.

#### C. Sanitation

Staff will monitor all phases of food production and service, including purchasing, receiving, and storing food. A customized, comprehensive platform to support and promote excellence in quality controls for field operating units. These protocols encompass a multi-faceted "farm to table" approach, beginning with the supply chain and ending with service (customer consumption of prepared products). If one step of a process does not meet a stated standard, on-site management immediately performs corrective action. A facility may require a tailored version of the criteria to meet their physical plant or contract's unique requirements. Quarterly audit procedures document the effectiveness of each system. (Based on ACA Standards)

Each Trinity location must have a unique document dedicated to food safety and sanitation practices, including policies, operating procedures, and technical resources. Each unit manager is also responsible for monitoring their unit's food safety and sanitation procedures and performing a monthly food safety inspection.

#### D. Quality Assurance & Support

Quality assurance standards also are based on the FDA Food Code, listed in our comprehensive Quality Assurance Standards and Solutions Manual. Standards include standard operating procedures, sanitation standard operating procedures, and HACCP compliance plans. Unique to this manual is the identification of detailed solutions and helpful information for each standard. A copy of this manual is available for reference in each Trinity operating unit.

<u>Supply Chain Department</u> - A network of primary broadline distribution vendors and numerous specialty vendors make up the sources for consumable and disposable supplies for our locations throughout the continental United States. Depending on the product base for a particular vendor, one or several of the following requirements may apply.

- Proof of annual inspections from an accredited food safety auditing entity such as Merieux Nutrisciences and AIB (American Institute of Baking)
- Compliance with applicable aspects of the 2011 Food Safety Modernization Act
- ➤ Adherence to Trinity's mandated recall policies
- > Participation in Trinity's performance standards reporting for on-time deliveries and product fulfillment.

<u>Training Department</u> - Trinity's training department is a network of training professionals promoting and providing instruction for basic and advanced quality assurance science and standards. Trainers will provide information and materials relative to Trinity team members as well as incarcerated work crew members.

Trinity Services Group team member training facilitated through

- Live events
- Virtual/proctored events
- Self-Paced events

Mandatory QA related training for all unit level team members

- Rookie Fast Track
- ServSafe Food Handlers Certification
- > HACCP protocols/procedures
- Kitchen/equipment safe operation

Inmate/resident/detainee/convict training

- Kitchen safety
- Mandatory adherence to hygiene standards
- Critical aspects for ServSafe protocols

<u>Support Services Department</u> - Supports Trinity's efforts in the administration of all facets of our NetMenu platform, Corporate Chef activities, Quality Assurance and OPA (Operational Performance Audit).

- PCQI (Preventative Controls Qualified Individual) and HACCP support
- Crisis Management maintains a platform through which 24/7/52 expertise/support is available to any of our operating units through Experts On-Demand and BIOTRAX testing laboratory.

<u>Food Service Unit-Level Processes</u>-Trinity food service units will maintain an extreme awareness for safe handling practices of food products, ensuring all who work in a Trinity kitchen are well trained in critical aspects of food safety.

- Hygiene awareness: Trinity staff must meet or exceed Trinity's and local health department's guidelines.
- ➤ Kitchen workers (inmate workforce): are subject to hygiene checks before entering into a kitchen and questioning for common health concerns, cuts, wounds, illnesses.
- Inmate workers: are continually monitored to ensure safe food handling, hand washing, and other standards throughout the workday
- Storage area temperature recording performed a minimum of 3 times per day at prescribed time frames.
- Delivery vehicle temperature checks to ensure proper temperatures are maintained for all products.
- Recording of food temperatures at varying intervals to ensure minimum standards are maintained throughout the production/serving process. (Cooking/Production, Holding product for service, random temperature checks throughout each service period)
- > Daily cleaning schedules for all kitchen equipment.
- > Detailed cleaning schedules for regular breakdown cleaning of all applicable equipment.

#### E. Kitchen Operation Checkpoints for Quality

#### Menu Planning:

- Menus must include special planning considerations in addition to traditional requirements.
- In all meals, food flavor, texture, temperature, appearance, and palatability will be taken into consideration.
- Meals will be served according to a routine schedule, three times each 24 hours.
- One, two, or three meals will contain hot foods, as agreed upon.
- Local and ethnic food preferences are included in selections.
- Menus meet or exceed Recommended Daily Dietary Allowances of essential nutrients.
- All menu item nomenclature indicates the actual food served (per "Truth in Menu" Rules).
- All portion sizes stated on the menu are in edible portion form, unless otherwise stated.
- > Protein items found in entrées are expressed in weight portions, i.e., 2 oz, 8 oz.
- All other menu items are stated in volume measurements, i.e., 1 c, 1/4 c.
- Menus are planned 30 days in advance.
- Nutritional analysis on menus.
- Menu substitutions are held to a minimum and are of like nutritional value.
- > Emergency menus are in place.
- Menu/food preferences are documented and on file.
- Menu plans on file, are dated and can document the exact food served to the inmate.

#### Purchasing:

- > Purchasing specifications:
  - $\circ \quad \text{A clear, concise description of item} \\$
  - o Clear, concise purpose of the item on the menu
  - Unit size, packaging requirements

- Unit size, packaging requirements
- o Grades or quality standards stated
- Copy of specifications to Vendor
- Seasonal and quantity buys are made
- Bid solicitations made to various vendors or prime vendor system in place and monitored for compliance
- Quantities required for par stock stated
- Completed orders placed with vendors are sent to the warehouse for receiving procedures.

#### Receiving:

- > Purchasing specifications with quality measures and receiving information are available.
- Completed orders for each vendor, available in writing from buyer.
- > Shipments checked, quality standards meet.
- > 100 percent of meat items.
- Invoice extensions are verified.
- > All food cases are dated when received.
- Proper receiving equipment is used.
- Trained personnel perform all receiving.
- Items are placed in storage promptly.
- > Unacceptable items are refused and credit noted on the invoice.
- > Spot checks are made:
  - Portion-controlled items are checked to ensure that the allowance specified are met
  - Meats, chickens, etc. are unboxed and weight is verified
  - Cartons of fresh fruits and vegetables are checked for count and quality throughout the container.

#### Storage:

- > First-in-first-out stock rotation method used.
- > Food is stored away from walls and off the floor.
- Pest control measures are taken.
- Proper storage temperatures are maintained
  - o Dry storage: 70°F
  - o Refrigerated storage: 35 40°F
  - Freezer storage: 0 to -10°F
- All storage areas are locked.
- > A proper sanitation program is followed.
- Temperatures of all refrigerated storage is logged.
- Weekly inventory counted by someone other than the staff member responsible for storage.
- Controlled items are secured.

#### Ingredient control and processing:

- > Only items used for production are removed from storage.
- First-in-first-out stock rotation is practiced.
- > Issuing is done by stockroom supervisor to only authorized and assigned personnel.
- > Standard recipes are adjusted to the population of the facility and are closely followed.
- Food production is scheduled (Production Records) according to need; leftovers are explained.
- > Staff/inmate workers are trained to perform required tasks.

- > Staff/inmate workers are properly supervisedAuthorization of ingredient variations by unit manager.
- Ingredients are weighed and measured per recipe.
- > Fresh produce processing:
  - o Thorough water wash of all fruits and vegetables
  - o Immediate refrigeration of vegetable salads
  - o Sizing of raw fruits for eating to ensure portion control
  - Weight of edible portion versus purchased raw product called for on Production Records adjusted

#### Raw meat processing:

- o Wash under cold, running water to remove old blood residue
- o Separate workstations for beef and poultry
- Trim excess fat or discolored fat
- Portion/weight control of sliced meats checked
- Ingredient assembly:
  - o Staged and timed ingredient incorporation per standard recipes
  - o For realized blending, mixing, and other incorporation procedures followed
  - Weight control of total raw ingredient combinations checked, i.e., yield of batch versus stated recipe yield

#### Food preparation (production methods):

- > Standard recipes extended to facility size
- > Standard cooking methods, including temperature charts, in place
- Production records indicate:
  - o Quantities of raw products
  - Freezer pull times
  - o Cooking method and recipe number
  - o Batching schedule to maximize batch cooking methods
  - o Individual assigned and responsible
- Documented quality checks on flavor, texture and color (visual and taste).
- > Food Production Manual, records are maintained daily.
- > Sanitary food-handling techniques are practiced.

#### Portioning and serving of meals:

- > Service plans are prepared to include:
  - Cycle/day/meal
  - o Menu item
  - Serving container (i.e., Full Size 2", Half Size 4")
  - o Portion size
  - Serving utensil
- > Tray diagram prepared, shows the location of each menu item.
- > Hot food and cold food serving line.
- > set-up diagram prepared and shows the location of each menu item.
- Sanitation monitored continuously.
- Any variations in service are recorded and corrective actions are noted.
- ➤ Temperatures are constantly monitored to prevent dropping (or raising) into the food danger zone, between 40°F to 140°F
- > Tray assessment performed at all three meal periods

#### Delivery of meal (adapted for each facility):

- Meal transmittal indicates:
  - Date/meal/day
  - o Destination of meals
  - o Total count of regular meals and medical diets
  - Signature of manager/supervisor who counted cold and hot trays, including diets and snacks
  - o Signature of inmate/detainee to acknowledge receipt of medical diet
- > Restricted medical diet trays are properly identified.

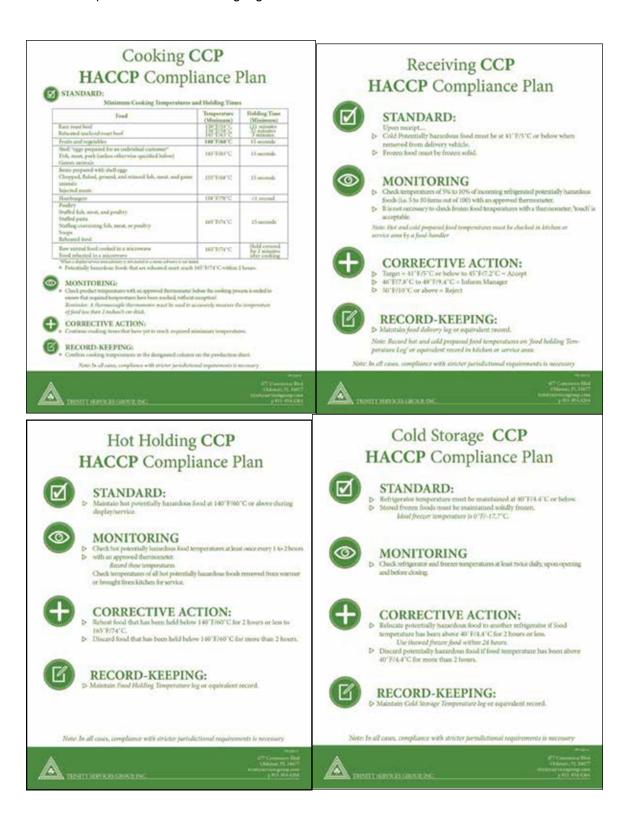
#### Sanitation/safety program:

- > Each staff position is assigned specific cleaning duties
- > The fire safety program is up-to-date and documented
- > The in-service training program contains sanitation and safety programs that are presented on a routine basis. Attendance is mandatory.
- > Dish machine temperatures taken are recorded three times daily during clean-up periods
- Weekly inspection of the facility for safety and sanitation compliance by on-site management

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#### F. HACCP Procedures

Trinity Services Group uses standard HACCP procedures in all food service operations. Trinity will provided the HACCP signage below.



#### G. Handling Complaints from Inmates and Staff

Trinity agrees to implement the preferred procedure asdesired by each facility. Food service issues or inmate grievances should be directed to the Trinity Food Service Director by each facility's administration. The Food Service Director will assist the facility by providing information and corrective action documentation as needed so that Trinity and the facility can cooperatively provide satisfactory responses to inmate grievances within 24 hours. The Food Service Director is willing and required to discuss food-related issues when needed and will personally handle any staff issue regarding food service.

<u>Human Resources</u>. This group will assist with any personnel issues arising from benefits programs, payroll, performance reviews, disciplinary actions, training, recruiting, and PREA, among other things.

<u>Purchasing</u>. If there are any questions involving delivery times, product shortages, or product quality, our purchasing team stands ready to address any concerns quickly.

<u>Accounting</u>. This department addresses any problems relating to billing invoices and our suppliers' prompt payment to ensure routing services are not interrupted.

<u>Legal</u>. Our legal team stands ready to assist your facility with quick responses to any lawsuits or situations that warrant legal involvement.

Trinity will have regular communications between our Food Service Director and the appropriate facility representatives. DSD will attend facility management meetings. Facilities will include the District Manager and Regional Vice President in all communications relating to performance, critical dates, and required responses.

#### H. Minimizing Inmate Litigation

Trinity prevents inmate litigation through a structured plan; the process that is documented in this proposal (purchasing, production, quality control, special diet tracking, temperature logs, meal assessments, procedures, tracking and documentation kept on file) as well as prompt response to grievances and immediate corrective action. We also readily participate in any meetings the facility requires with inmates.

#### Operational Performance Analysis Audit

Trinity will use a Unit-based Operational Performance Analysis workbook to make recommendations and determine corrective actions. While the audit report is not an all-inclusive "Corrective Action Plan," the District Manager reviews the results to decide whether to take if any corrective actions. If required, the District manager develops a comprehensive action plan for the operating unit to assist in improving the unit's overall performance.

The audit reviews three main components of an operation:

- o Financial Performance
- Quality Assurance and Food Safety
- Client Satisfaction

The District Managers will perform regular follow-up visitations to ensure each unit has made any recommended improvements and to observe best practices to share with other Trinity operating units.

J. Trinity Survey As part of Trinity's continuous quality assurance program, Trinity will ask different client levels to help stay current, follow through with priorities, and facilitate communication by using a survey at least twice a year.



# What's Important to you?

Trinity Services Group wants to know the most important factors relating to food service in your facility. This form helps identify our Client's priority concerns and focus Trinity's responsiveness on them.

#### On the left side column:

# Please prioritize your top 5 categories

#1 being the highest priority and 5 being the lowest

Please circle Trinity's performance ranking from: 1 (needs improvement) - 5 (outstanding)

Security	1	2	3	4	5
Menu Compliance	1	2	3	4	5
Sanitation	1	2	3	4	5
Trinity Associate Training	1	2	3	4	5
Communication	1	2	3	4	5
Inmate training and Supervision	1	2	3	4	5
Site Management Responsiveness	1	2	3	4	5
Food presentation, Taste and portion control	1	2	3	4	5
DM & Corporate Support	1	2	3	4	5
Diets/ Nutritional Information	1	2	3	4	5
Contract Compliance	1	2	3	4	5

#### K. Sanitation

Trinity will closely monitor its Sanitation and Safety Program. Municipal agencies at the city, county, state, and federal levels have developed rating systems and inspection procedures to monitor this food service element.

The cleanliness program will begin with an established cleaning and sanitizing schedule for the entire operation.

- Staff is assigned specific cleaning and sanitizing tasks for their designated work area or position.
- The Food Service Director will check daily to make sure these assigned tasks are completed.
- Staff is expected to "clean as you go" during the workday and keep their work area neat and orderly.
- Cleaning schedules for each job are posted in their work area(s).
- Staff is responsible for completing any additional cleaning tasks assigned by the Food Service Director.

Keeping work areas clean and neat, following daily cleaning schedules, cleaning and sanitizing equipment and utensils, wiping up food spills, and storing cleaning chemicals will help ensure food is prepared and served in a clean and sanitary environment.

Trinity's plan for Denver facilities provides for a program that includes:

- o Regularly scheduled cleaning
- o Preventative maintenance
- Initial and ongoing employee training

#### Red Sanitizer Buckets

Staff will be trained to do everything possible to prevent cross-contamination and keep customers safe. The on-site Team will use sanitation buckets at every food prep area (the buckets are stored on a shelf below and away from food and food-contact items). They will follow these simple guidelines for safe sanitizer bucket use:

- Test strips will be used to monitor the sanitizer concentration.
- Sanitizer solution will be changed every 2-4 hours, or more if needed, to keep the water clean and the sanitizer effective.
- Wipe cloths will be used for cleaning food contact surfaces during food prep and service. Food contact items will also be sent to the ware washing station for proper cleaning and sanitizing every four hours during service or as needed.

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# L. Cleaning Checklists and Inspections

	Trinity Service	s Group	TRINITY SERVICE GROUP, INC.	5	DAILY CLEANING SCHEDULE			
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# DAILY, WEEKLY AND MONTHLY INSPECTION REPORTS

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Daily Inspection Report				DATE	Walk in Cooler:				
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U = UNSATISFACTORY					Floors are clean and dry Walls are clean		-	-	
	8	U	NA	ACTION TAKEN FOR ALL "U" RATINGS	Shelves are clean (top and under )		1	┢	
hWashing Area: ors Clean and Dry (no excess food on floors )					Leftovers properly labeled and dated	-		H	
or Drains Clean and free of food debris ( working properly )					Fans are clean and working properly				
hMachine does not have excessive lime/caldium build up					Food pulls are present and pull sheets are present			H	
hMachine does not have excessive lime/calcium build up gauges working ( no condensation on glass )					Pulls are stacked correct as to not cross contaminate ( raw chicken on bottom shelf )			H	
Machine drains clean and free of food debris					Next day's preparation is complete and clearly labeled				
or Mats clean and in place sitizer level is correct and reading on chemical test step		_	_		Doors are clean ( both sides, door handles, and door frame )				
peratures on DishMachine are at correct levels					Walk in Freezer:				
ya are properly stacked for air drying					Lights and light shelids present, clean, and working				
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its and light shellds present, clean, and working bage disposal ( clean and in working order )					Walls are dean				
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#### M. Kitchen Equipment Cleaning

Trinity will maintain detailed cleaning instructions for each piece of equipment in the kitchen.

#### N. Safety Responsibilities

Trinity will provide a Safety Handbook to provide valuable information and tools necessary to prevent injuries, identify hazards, respond and report the injury appropriately if someone is hurt, and keep staff involved and injury-free. The Safety Handbook is proprietary, but Trinity will provide a copy on request.

#### O. Vehicle Information

Trinity will have one company-leased box truck with a driver and a maintenance employee.

#### 2) Process Approach and Understanding – Staffing

#### A. Support of Onsight Staff

Trinity's overall support program:

- An honest assessment of the local and regional labor market to ensure a stable living wage will be allocated to onsite employees.
- Policies and procedures will be in place and are designed to meet the obligations of the contract, as well as meet all applicable standards and regulations monitored by local or corrections affiliated agencies.
- The Senior management team will work through the transition process with the City and County of Denver team.
- Corporate Trinity teams such as Human Resources, Accounting, IT, Payroll, Fleet Management, Purchasing, and Operations will initiate the transition process.
- Once a team is hired, an orientation and training process begins and moves through a schedule that tracks all components to ensure timely completion.
- Senior management will work with the new staff (shadowing concept) through the transition and opening processes. Once established, the teams will slowly pull away and follow up with the site food service director and staff as needed.
- Senior management will regularly return to conduct site visits/audits to ensure all aspects
  of the agreement meet your satisfaction and provide any coaching, training, and
  additional support required.
- Dietitian, Human Resources, and other Corporate teams will always be available via phone or email to provide support whenever needed. Training department will schedule sessions for production, safety, and ServSafe training. All Trinity food service employees are required to complete and maintain ServSafe certifications.
- Trinity will maintain documentation of all logs or forms for easy inspection by the facility or visiting Trinity management.

#### B. Availability of Management

On an ongoing basis, the Trinity Services District Manager and General Manager will visit at minimum twice per quarter and more often if requested to ensure the highest quality of food services. Trinity will schedule meetings for these visits with the designated liaisons and review the services provided. If there are any issues or concerns, they will immediately address them with onsite staff to resolve them. The District Manager is available 24/7, 365 days a year. Trinity will strive to return calls and emails to clients in hours. The Regional Dietitian will be onsite for

opening and will use her expertise to ensure our staff is trained on all special diets, both religious and medical.

# **Team Member Bi-Weekly Schedule**

Denver County COJL pop600\_Sample ( Schedule Subject to Change)

,	Week 1	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
NAME	POSITION							
	Food Service Director				6am-4pm	6am-4pm		
	Asst Food Service Director	6am-4pm	6am-4pm	6am-4pm	RDO	RDO	6am-4pm	6am-4pm
Shift Managers		1	1	1	1	1	1	1
	LEAD Supervisor	2AM-10:30AM	2AM-10:30AM	2AM-10:30AM	2AM-10:30AM	2AM-10:30AM	RDO	RDO
	LEAD Supervisor	10am-6:30pm	RDO	RDO	10am-6:30pm	RDO	10am-6:30pm	10am-6:30pm
Cooks		2	2	2	2	2	2	2
	AM-Cook	RDO	RDO	2AM-10:30AM	2AM-10:30AM	2AM-10:30AM	2AM-10:30AM	RDO
	AM-Cook	2AM-10:30AM	2AM-10:30AM	RDO	RDO	2AM-10:30AM	2AM-10:30AM	2AM-10:30AM
	PM-Cook	RDO	RDO	10am-6:30pm	10am-6:30pm	10am-6:30pm	10am-6:30pm	10am-6:30pm
	PM-Cook	10am-6:30pm	10am-6:30pm	RDO	RDO	10am-6:30pm	10am-6:30pm	10am-6:30pm
Kosher supervisor		2	2	2	2	4	4	3
	Kosher	RDO	RDO	5am-5pm	5am-5pm	5am-5pm	11am-5pm	RDO
	Kosher	5am-5pm	5am-5pm	RDO	RDO	RDO	5am-11am	5am-5pm
Dish Washers		1	1	,1	"1	"1	1	1
	Pot & Pans Washer AM	RDO	RDO	6am-2:30pm	6am-2:30pm	6am-2:30pm	6am-2:30pm	6am-2:30pm
	Pot & Pans Washer PM	11am-7pm	11am-7pm	RDO	RDO	11am-7pm	11am-7pm	11am-7pm
	Pot & Pans Washer relief	6am-2:30pm	6am-2:30pm	11am-7pm	11am-7pm	11am-7pm	RDO	RDO
Line Supervisor		2	2	2	2	3	2	2
	Line service & Sanitation	4am-4pm	4am-4pm	4am-4pm	4am-10am	RDO	RDO	RDO
	Line service & Sanitation	RDO	RDO	RDO	4am-10am	4am-4pm	4am-4pm	4am-4pm
	Line service & Sanitation	RDO	4am-4pm	4am-4pm	4am-4pm	4am-10am	RDO	RDO
	Line service & Sanitation	4am-4pm	4am-10am	RDO	RDO	RDO	4am-4pm	4am-4pm
	Line service & Sanitation	RDO	RDO	6am-6pm	6am-6pm	6am-6pm	6am-12pm	RDO
	Line service & Sanitation	6am-6pm	6am-6pm	6am-12pm	RDO	RDO	RDO	6am-6pm
	Line service & Sanitation	RDO	RDO	RDO	6am-6pm	6am-6pm	6am-6pm	6am-12pm
	Line service & Sanitation	6am-6pm	6am-6pm	6am-6pm	RDO	RDO	12pm-6pm	RDO
	Line service & Sanitation	RDO	RDO	RDO	12pm-6pm	6am-6pm	6am-6pm	6am-6pm
	Line service & Sanitation	6am-12pm	6am-6pm	6am-6pm	RDO	6am-6pm	RDO	RDO
Bakery		5	6	6	6	6	6	5
	Baker	4am-12:30pm	RDO	RDO	4am-12:30pm	4am-12:30pm	4am-12:30pm	4am-12:30pm
	Baker	4am-12:30pm	RDO	RDO	4am-12:30pm	4am-12:30pm	4am-12:30pm	4am-12:30pm
ODR ( AM)		2	3	2	2	2	2	2
	ODR Cook	7am-3pm	7am-3pm	RDO	RDO	7am-3pm	7am-3pm	7am-3pm
	ODR Cook	RDO	RDO	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm
ODR ( PM)		1	1	1	1	2	2	2
	ODR Cook	RDO	RDO	11:30am-8pm	11:30am-8pm	11:30am-8pm	11:30am-8pm	11:30am-8pm
	ODR Cook	11:30am-8pm	11:30am-8pm	RDO	RDO	11:30am-8pm	11:30am-8pm	11:30am-8pm
		1	1	1	1	2	2	2

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w	eek 1	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
NAME	POSITION							
	Food Service Director	7am-5pm	RDO	RDO	7am-5pm	7am-5pm	7am-5pm	7am-5pm
	Asst Food Service Director	5am-3pm	5am-3pm	5am-3pm	RDO	RDO	5am-3pm	5am-3pm
	Office Manager	8am-4pm	RDO	RDO	8am-4pm	8am-4pm	8am-4pm	8am-4pm
Shift Managers		2	1	1	1	1	2	2
	LEAD Supervisor	2AM-10:30AM	2AM-10:30AM	2AM-10:30AM	2AM-10:30AM	2AM-10:30AM	RDO	RDO
	Relief LEAD Supervisor	RDO	6am-4pm	6am-4pm	RDO	6am-4pm	12am-930am	RDO
	LEAD Supervisor	10am-6:30pm	RDO	RDO	10am-6:30pm	RDO	10am-6:30pm	10am-6:30pm
Cooks		2	2	2	2	2	2	2
	Am-Cook	RDO	RDO	2AM-10:30AM	2AM-10:30AM	2AM-10:30AM	2AM-10:30AM	RDO
	Am-Cook	2AM-10:30AM	2AM-10:30AM	RDO	RDO	2AM-10:30AM	2AM-10:30AM	2AM-10:30AM
	Am-Cook	4am-12pm	4am-12pm	4am-12pm	4am-12pm	RDO	RDO	4am-12pm
	Pm-Cook	RDO	RDO	10am-6:30pm	10am-6:30pm	10am-6:30pm	10am-6:30pm	10am-6:30pm
	Pm-Cook	10am-6:30pm	10am-6:30pm	RDO	RDO	10am-6:30pm	10am-6:30pm	10am-6:30pm
Kosher supervisor		3	3	3	3	4	4	4
	Kosher	RDO	RDO	5am-5pm	5am-5pm	5am-5pm	11am-5pm	RDO
	Kosher	5am-5pm	5am-5pm	RDO	RDO	RDO	5am-11am	5am-5pm
Dish Washers		1	1	,1	*1	"1	2	1
	Pot & Pans Washer AM	RDO	RDO	6am-2:30pm	6am-2:30pm	6am-2:30pm	6am-2:30pm	6am-2:30pm
	Pot & Pans Washer PM	11am-7pm	11am-7pm	RDO	RDO	11am-7pm	11am-7pm	11am-7pm
	Pot & Pans Washer relief	6am-2:30pm	6am-2:30pm	11am-7pm	11am-7pm	11am-7pm	RDO	RDO
Line Supervisor		2	2	2	2	3	2	2
	Line service & Sanitation	4am-4pm	4am-4pm	4am-4pm	4am-10am	RDO	RDO	RDO
	Line service & Sanitation	RDO	RDO	RDO	4am-10am	4am-4pm	4am-4pm	4am-4pm
	Line service & Sanitation	RDO	4am-4pm	4am-4pm	4am-4pm	4am-10am	RDO	RDO
	Line service & Sanitation	4am-4pm	4am-10am	RDO	RDO	RDO	4am-4pm	4am-4pm
	Line service & Sanitation	RDO	RDO	6am-6pm	6am-6pm	6am-6pm	6am-12pm	RDO
	Line service & Sanitation	6am-6pm	6am-6pm	6am-12pm	RDO	RDO	RDO	6am-6pm
	Line service & Sanitation	RDO	RDO	RDO	6am-6pm	6am-6pm	6am-6pm	6am-12pm
	Line service & Sanitation	6am-6pm	6am-6pm	6am-6pm	RDO	RDO	12pm-6pm	RDO
	Line service & Sanitation	RDO	RDO	RDO	12pm-6pm	6am-6pm	6am-6pm	6am-6pm
	Line service & Sanitation	6am-12pm	6am-6pm	6am-6pm	RDO	6am-6pm	RDO	RDO
	Line service & Sanitation	6am-6pm	6am-12pm	RDO	RDO	RDO	6am-6pm	6am-6pm
	Line service & Sanitation	RDO	RDO	6am-6pm	6am-6pm	6am-6pm	6am-12pm	RDO
	Line service & Sanitation	6am-6pm	6am-6pm	12pm-6pm	RDO	RDO	RDO	6am-6pm
Prep		7	8	8	7	7	8	7
	Prep & Baker	4am-12pm	RDO	RDO	4am-12pm	4am-12pm	4am-12pm	4am-12pm
ODR (AM)		1			1	1	1	1
	ODR Cook	7am-3pm	7am-3pm	RDO	RDO	7am-3pm	7am-3pm	7am-3pm
	ODR Cook	RDO	RDO	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm
	ODR Cook	7am-3pm	7am-3pm	7am-3pm	7am-3pm	RDO	RDO	RDO
ODR (PM)		2	2	2	2	2	2	2
	ODR Cook	RDO	RDO	11:30am-8pm	11:30am-8pm	11:30am-8pm	11:30am-8pm	11:30am-8pm
	ODR Cook	11:30am-8pm	11:30am-8pm	RDO	RDO	11:30am-8pm	11:30am-8pm	11:30am-8pm
	ODR Cook	11:30am-8pm	11:30am-8pm	11:30am-8pm	11:30am-8pm	RDO	RDO	RDO

#### C. Retention of Staff

Trinity will use iCims, the leading cloud-based talent acquisition software. iCims Talent Cloud delivers transformative solutions across every stage of the talent journey, providing recruiters more ways to attract, engage, hire and advance candidates more effectively and efficiently through the entire hiring process.

For all positions, Trinity Services targets candidates who are qualified to do the job, available for the work needed and interested in the opportunity. Sourcing and outreach efforts will include a strategic plan to utilize a variety of electronic and networking tools.

Trinity's new sourcing team performs viability studies of all locations on a frequent and ongoing basis to ensure that the workforce in the community is sustainable.

Trinity will consider requests for transfers and promotions and Company-requested transfers in accordance with all applicable equal employment opportunity laws and regulations and without regard to race, creed, color, religion, sex, sexual orientation, gender identity and expression, national origin, age, marital status, disability, veteran status, genetic information, citizenship status or any other basis protected by applicable discrimination laws.

#### D. Emergency Staffing Plan

When shortages do occur, Trinity will first task regional support, such as the General Manager and District Manager, to fill in positions. If a significant staffing shortage occurs, such as what happened during the pandemic, they will authorize overtime for those staff members willing to work. We will work with our other regional customers to request borrowing from their facilities as a final measure. We will only do this with the approval of those facilities and if those facilities are fully staffed.

Trinity will have contingency plans in place to cover vacations, illness and other unforeseen circumstances. These plans include on-call scheduling, cross training, and pre-screening associates from nearby facilities. Plans are in place for any possibilities. The use of overtime or management assistance is the most successful option for covering sudden shortages in staffing, until such time as a more permanent solution is implemented based on the nature of the issue.

Trinity's District Managers (DM's) work hand in hand with the General Manager, Food Service Directors, Food Service Managers and Supervisors in all aspects of the food service operation. District Managerss are informed on a daily basis for special needs, changing needs, challenges, and upcoming issues of the food service operation. Trinity District Manager, will make routine visits to Denver facilities to observe, train staff, and ask for feedback on the food service operation.

#### E. Executive Order 94

Trinity agrees to follow rules outlined in Executive Order 94.

#### F. Culinary Program

Should the City and County of Denver choose to implement a culinary program for inmates Trinity will use their ASCEND Culinary Program.

ASCEND is an innovative vocational, leadership, and managerial training program designed to prepare participants for post- incarceration employment and ultimately reduce recidivism. The universal approach provides end-to-end vocational and education training and ongoing practical support when rejoining society to obtain gainful employment from entry-level to management opportunities.

Participants gain hands-on experience and exposure to routines and norms throughout the program. The program incentivizes responsible behavior and cultivates confidence and self-esteem while yielding valuable, in-demand skills they can readily transfer to the hospitality service industry.

ASCEND's participants that apply themselves will be ready to work as food- and kitchen- prep workers, custodians, dishwashers, and even short-order cooks up to managerial roles. These jobs are available in restaurants, cafeterias, kitchens, and retail settings.

ASCEND's allows participants a Chance2Change (C2C). They can develop real-world, indemand skills to build new lives when they rejoin society. We divide our common-sense approach into five areas:

- 1. Fundamental Excellence
- 2. Operational Excellence
- 3. Leadership Excellence
- 4. Applied Excellence

#### ASCEND's Online Resources

Increased motivation and confidence

The ASCEND program not only exposes participants to real-world work routines and norms but also incentivizes good behavior and fosters self-esteem. To qualify for and remain in the program, participants must demonstrate a willingness to follow the rules and instructions, take responsibility

for themselves, and successfully perform their work. Trinity designed the process to help develop a greater sense of self-worth.

The recidivism crisis is everyone's responsibility considering 50% of those released will return within three years, and 75% will return to the system within five years. Trinity is committed to helping reduce a person's relapse into criminal behavior by increasing earning potential in the retail and hospitality industry while incarcerated. ASCEND offers various educational and vocational opportunities for those in our care.

Customized "Hands-On," Peer Tutors and Fellows, Culinary/Hospitality, or Retail Management educational and vocational programs are developed for inmates to improve career opportunities. None of this can be possible if companies are not incentivized to hire people with past criminal history. Trinity supports the Society for Human Resource Management (SHRM) Foundation's second chance program.

#### 3) Project approach General

#### A. Meal Serving

Staff will prepare meals according to the meal count provided by the facility before each meal service. Trinity will prepare meals using the cook-serve method, consistently portioning food items on the serving line into individual, thermal trays, and load them onto appropriate meal carts for delivery by housing location. Trinity will label Diet trays according to the inmate, type of diet, and housing location. The Housing Officer will verify the number of trays, and deliver them to the respective inmates. The meal delivery schedule will follow the facility's meal serving times. Trinity will make every effort to retain current Stewards in the role that they are currently working. Trinity will offer orientation, training and coaching in the operations and policies of Trinity Services Group. Our plan includes retaining the current shift and days off that they are assigned.

#### B. Dining Area Operation

The Corrections Professionals at the Denver Sheriff's office will be provided a professional dining experience, rather than simply being provided a meal. Trinity will establish a café type dining experience for the staff (and visitors if the DSD allows). This will include décor and equipment that support a contemporary look and feel for staff. Food and beverage offerings will vary from coffee and juice service to self- serve cereal dispensers. For the price listed on the pricing page, DSD staff will have a choice of two entrées, a side item and a salad. Additionally, staff of the DSD will be offered à la carte items for purchase at cost plus pricing.

#### C. Waste

Trinity will work diligently to ensure production waste is minimal, but it does occur. Most of the food waste will result from an end consumer's decision not to finish some portion of their meal. To address these instances, Trinity will strategically place food recycling containers in

each kitchen and in both staff dining areas. Trinity will establish partnerships with local farms to ensure these food products are utilized for composting and/or consumption. To ensure that unpleasant odors are not an issue they will perform daily pickups and if storage is needed, a sealed spill proof container will be utilized. If needed, controlled temperature storage will also be utilized. Any temperature-controlled storage will be done separate from any uncooked food product. Additionally, Trinity will provide each living area color coded containers/ bags for inmates to dispose of food waste. These containers of food waste should be transported back to the kitchen along with food carts. The containers/bags will also be picked up.

Trinity will separate cardboard, paper and plastic products in separate containers that will be identified by signage on each container. All staff and inmates will be trained on the collection, storage and preparation for removal of all material to be recycled.

#### D. Denver Jail Facility Requirements

Trinity has read, understands and will comply with the Security requirements in the Scope of Work.

Trinity advises all food service staff that they are to abide by the facility rules regarding entering the facility, and how to behave and conduct themselves while working in the jail environment.

- Contraband
- Tool Control
- Key Control
- Trash Checks
- Taking of Hostages
- Planned Assaults
- Rumors (convey to institution)
- Shakedown Procedures

Trinity advises all food service staff that they are to abide by the facility rules regarding entering the facility, and how to behave and conduct themselves while working in the jail environment.

As a subset of the facility rules, Trinity maintains an associate handbook and training modules that cover several aspects of the subject of contraband. They suggest that employees minimize the personal items they bring in to the kitchen as much as possible. No purses, bags, or backpacks will be allowed in the facility. If they suspect any Trinity team member of bringing contraband into the facility, they will launch an investigation and take appropriate actions.

Trinity secures All Class A and Class B contraband in a shadow box with an adequate locking device or a tightly controlled storage area. Inventories are entered into a bound log book three times a day. Trinity will take inventory of all secured storage areas daily and mark all hazardous knives and tools will with an identification symbol.

Trinity will maintain a complete and accurate inventory in duplicate. One copy will be kept in the Food Services Department and another in the Chief Correctional Supervisor's office. The local institutional policy might also require that a copy of the inventory be kept

in the central tool room. The Food Service Director will survey and properly dispose of all broken or worn-out tools and arrange for their replacement. When a knife or tool is lost or misplaced, the Food Service Director and facility's Administration will immediately be notified. An inmate who may have had access to the tool will be held in the department until a thorough search is completed. A written, dated report to the Administration will be made covering the details of the loss of tool or knife.

Trinity will strictly control all of the following commodities by keeping them in secure storage.

- Coffee
- Sugar
- Extracts
- Nutmeg or spices of the saffron flower
- Caustic pieces
- Waterproof polyethylene bags (bread bags)
- Hallucinogenic materials (glue, gasoline, solvents)
- Yeast is handled and disbursed only by a food service staff member and kept under close supervision until incorporated into the preparation of an appropriate item. A metal box with a secure lock is provided, in a refrigerated area, for yeast storage. An inventory record is kept in the box, indicating the date and quantity of issue, recipients, the balance on hand, and the supervisor's initials making the entry.

Food service personnel are responsible for custody and security. Under no circumstance will a food service employee fail to take proper correctional action. Neglect, in this respect, is considered a severe violation of these policies and procedures. Situations in which a food service worker defaults on his/her custody responsibility will result in disciplinary actions. Money, including small change, can be used to buy contraband from the free world. Inmates are not allowed to possess currency, and Trinity's staff will be instructed not to bring it into the institution unless they have a secured locker. Currency and credit cards will be placed in secured lockers when staff is in inmate contact areas.

#### E. Uniforms

Trinity's established guidelines for proper uniform dress. Team Members are expected to present a professional image at all times. All clothing has the Trinity logo embroidered on it.

Manager/food service director

- Emerald Green Long Sleeve or Short-Sleeve Shirt
- Black Pants
- Black Mesh Hat
- Slip Resistant Shoes

#### Food service worker

- Black Polo Shirt
- Black Pants
- ➤ Black 3 Pocket Apron
- Black Mesh Hat

#### F. Equipment

Trinity will provide all electronic equipment needed for two (2) work stations and a shared printer. The Food Service Director will have a workstation and a secondary station will be used by staff for various reasons, including on-line training. During the transition period Trinity will determine what/if furnishings such as additional chairs or desk are needed. Trinity acknowledges and complies that they can provide their own computers, technical support and software.

Trinity operates through a private network. They will utilize Citrix and VPN for any websites that are not hosted publicly.

#### 4) Inmate Menus

#### A. Menus in General

Trinity's menus will meet the daily requirements specified by DSD. They will also prepare meals for traditional holidays, specialized medical and religious diets, and lockdown meals as required. Menus are developed based on the per day calorie count set by the facility and reviewed annually.

#### B. Menu Development

All Trinity recipes use quality foods and meet nutritional requirements. Once a menu is approved internally, it is sent to the facility for approval. When approval is received, the Food Service Director uses NetMenu® to print out recipes and production worksheets that fit anticipated counts for a meal.

#### C. Menu Substitution Policy

Trinity will only recommend menu substitutions for:

- o Vendor failure to deliver
- Equipment malfunctions causing the inability to prepare the menu item properly
- o Internal disasters (i.e., Power Failure)
- Food item unfit for inmate consumption

When substitutions are necessary, Trinity will notify DSD before meal service and obtain approval before implementing menu substitutions. They will record all replacements on the Menu Substitution Log for reference to the reason for the change, the nutritional value, contract compliance, and facility approval.

The Food Service Director approves all substitutions, and at the end of each month, he/she will review, sign, and file the log. A complete list of recommended changes is in the Menu Substitutions section of the Diet Manual.

#### D. Meal Quality

Trinity bases their quality assurance program on the American Correctional Association (ACA) Standards and the FDA Food Code. They outline these standards in the Quality Assurance Standards and Solutions Manual, along with standard operating procedures (SOPs), sanitation standard operating procedures (SSOPs), and HACCP (hazard analysis and critical control points) compliance plans.

#### <u>Dietitian Approval Process</u>

Trinity's Dietitian will regularly review the implemented menus and provide special diet menus and substitution guidelines as needed. The regular menu is developed by the Regional RD to meet the EARs and the DRIs for the age, sex and activity level of the population for major nutrients as defined by the Nutrition Labeling Education Act. A nutrition statement is prepared and signed annually, or as required by contract, by the Regional RD. In addition to nutritional requirements, acceptability, cost containment and constraints inherent in a corrections environment are also considerations for the development of the regular menu.

The Medical Diet Spreadsheet is used to document the exact foods served to inmates (Regular and Medical Diets). The various medical diets are created for each individual client and/or facility through a collaboration of the Regional RD and the authorized person(s) at the facility, e.g. administrative staff, facility medical providers, chaplains, etc. The client/facility has final approval of medical diet menus.

The procurement team ensures they will have the best food and supplies needed to produce all facility's required meals. The management and kitchen staff are qualified and trained in the duties of meal preparations and distribution.

#### 4-Week Cycle Menus with Nutritional Analysis

Trinity provides the menu included with the RFP. They have provided that menu as entered into the NetMenu® computerized menu management software and the format for the four week cycle menu is provided on the following pages.

Trinity always encourage a menu meeting to address any questions, preferences or changes your agency may require so we can ensure the menus meet or exceed your expectations, and that we have a correct corresponding meal price to reflect the menus.

Please see the following pages.

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# Cycle Menus and Nutritional Analysis

**Trinity Services Group** 

#### CITY OF DENVER 2022 CHH

Regular

Week 1

Frida	у	Saturo	lay	Sunda	ıy	Monda	ıy	Tuesda	У	Wednes	day	Thursda	ay
Breakfas	st												
Cold Cereal	1 Cup	Cold Cereal	1 Cup	Cold Cereal	1 Cup	Cold Cereal	1 Cup	Cold Cereal	1 Cup	Cold Cereal	1 Cup	Cold Cereal	1 Cup
Peanut Butter	1 Each	Poultry Bologna	1 WZ	Peanut Butter	1 Each	Turkey Ham	1 WZ	Peanut Butter	1 Each	Poultry Bologna	1 WZ	Peanut Butter	1 Each
Biscuit	1/48 Cut	Coffee Cake	1/48 Cut	Biscuit	1/48 Cut	Blueberry Muffin	1/48 Cut	Biscuit	1/48 Cut	Coffee Cake	1/48 Cut	Biscuit	1/48 Cut
Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each
1% Milk	1 Each	1% Milk	1 Each	1% Milk	1 Each	1% Milk	1 Each	1% Milk	1 Each	1% Milk	1 Each	1% Milk	1 Each
Lunch													
BBQ Turkey	3/4 Cup	Picadillo	1 1/2 Cups	Chili Mac	1 1/2 Cup	Tetrazzini	1 1/2 Cup	Frankfurter	2 Each	Macaroni & Cheese	1 1/2 Cup	Turkey & Rice	1 1/2 Cup
Potato Salad	1 Cup	Peas & Carrots	1/2 Cup	Seasoned Com	1/2 Cup	Peas	1/2 Cup	Bread	2 Slice	w/T Ham		Broccoli	1/2 Cup
Broccoli	1/2 Cup	Seasoned		Cornbread	1/48 Cut	Biscuit	1/48 Cut	Mustard PC	2 Each	Carrots	1/2 Cup	Biscuit	1/48 Cut
Cornbread	1/48 Cut	Biscuit	1/48 Cut	Pudding	1/2 Cup	Glazed Cake	1/48 Cut	Beans Pinto Seasoned	1 Cup	Cornbread	1/48 Cut	Glazed Cake	1/48 Cut
Pudding	1/2 Cup	Sugar Cookie	1/48 Cut	PC Beverage	1 Each	PC Beverage	1 Each	Potato Salad	1 Cup	Sugar Cookie	1/48 Cut	PC Beverage	1 Each
PC Beverage	1 Each	PC Beverage	1 Each					Pudding	1/2 Cup	PC Beverage	1 Each		
_								PC Beverage	1 Each				
Dinner													
Salisbury Patty	1 Each	Stroganoff	1 1/2 Cup	Chicken Patty	1 Each	Country Stew	1 1/2 Cup	Spaghetti w/ Meat	1 1/2 Cup	Chili	1 1/4 Cup	Taco Mix	3/4 Cup
Gravy Brown	2 FZ	Green Beans	1/2 Cup	Gravy Brown	2 FZ	Mixed Vegetables	1/2 Cup	Sauce		Rice	1 Cup	Spanish Rice	1 Cup
Potatoes Mashed	1 Cup	Biscuit	1/48 Cut	Potatoes Mashed	1 Cup	Cornbread	1/48 Cut	Carrots	1/2 Cup	Green Beans	1/2 Cup	Beans Pinto Seasoned	1/2 Cup
Seasoned		Glazed Cake	1/48 Cut	Seasoned		Glazed Cake	1/48 Cut	Biscuit	1/48 Cut	Cornbread	1/48 Cut	Corn Tortilla	2 Each
Green Beans	1/2 Cup	Beverage PC	1 Each	Mixed Vegetables	1/2 Cup	Beverage PC	1 Each	Sugar Cookie	1/48 Cut	Pudding	1/2 Cup	Shredded Cheese	1/2 WZ
Biscuit	1/48 Cut			Biscuit	1/48 Cut			Beverage PC	1 Each	Beverage PC	1 Each	Salsa	1 FZ
Glazed Cake	1/48 Cut			Sugar Cookie	1/48 Cut							Glazed Cake	1/48 Cut
Beverage PC	1 Each			Beverage PC	1 Each							Beverage PC	1 Each

**Trinity Services Group** 

#### CITY OF DENVER 2022 CHH

Regular

Week 2

Friday		Saturday		Sunda	ay	Monda	у	Tuesda	ıy	Wednes	day	Thursda	ay
Breakfast													
Cold Cereal	1 Cup	Cold Cereal	1 Cup	Cold Cereal	1 Cup	Cold Cereal	1 Cup	Cold Cereal	1 Cup	Cold Cereal	1 Cup	Cold Cereal	1 Cup
Peanut Butter	1 Each	Poultry Bologna	1 WZ	Peanut Butter	1 Each	Poultry Bologna	1 WZ	Peanut Butter	1 Each	Turkey Ham	1 WZ	Peanut Butter	1 Each
liscuit	1/48 Cut	Coffee Cake	1/48 Cut	Biscuit	1/48 Cut	Blueberry Muffin	1/48 Cut	Biscuit	1/48 Cut	Coffee Cake	1/48 Cut	Biscuit	1/48 Cut
ruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each
% Milk	1 Each	1% Milk	1 Each	1% Milk	1 Each	1% Milk	1 Each	1% Milk	1 Each	1% Milk	1 Each	1% Milk	1 Each
Lunch													
Mac & Cheese Casserole Green Beans	1 1/2 Cup 1/2 Cup	Stroganoff Broccoli Biscuit	1 1/2 Cup 1/2 Cup 1/48 Cut	Turkey & Gravy Potatoes Mashed Seasoned	3/4 Cup 1 Cup	Spanish Rice w/ Meat Carrots Cornbread	1 1/2 Cup 1/2 Cup 1/48 Cut	Sloppy Joe Garlic Fried Potatoes Mixed Vegetables	3/4 Cup 1 Cup 1/2 Cup	Tetrazzini Green Beans Biscuit	1 1/2 Cup 1/2 Cup 1/48 Cut	Poultry Ham & Beans Carrots Cornbread	1 1/2 Cup 1/2 Cup 1/48 Cut
ornbread	1/48 Cut	Glazed Cake	1/48 Cut	Mixed Vegetables	1/2 Cup	Pudding	1/48 Cut	Biscuit	1/2 Cup	Glazed Cake	1/48 Cut	Pudding	1/2 Cup
iugar Cookie PC Beverage	1/48 Cut 1 Each	PC Beverage	1 Each	Biscuit Sugar Cookie PC Beverage	1/48 Cut 1/48 Cut 1 Each	PC Beverage	1 Each	Glazed Cake PC Beverage	1/48 Cut 1 Each	PC Beverage	1 Each	PC Beverage	1 Each
Dinner													
Frankfurter	2 Each	Salisbury Patty	1 Each	Chili Mac	1 1/2 Cup	Chicken Patty	1 Each	Country Stew	1 1/2 Cup	Spaghetti w/ Meat	1 1/2 Cup	Taco Mix	3/4 Cup
eans Pinto Seasoned Pasta Salad Fread	1 Cup 1 Cup 2 Slice	Gravy Brown Potatoes Mashed Seasoned	2 FZ 1 Cup	Carrots Cornbread Sugar Cookie	1/2 Cup 1/48 Cut 1/48 Cut	Gravy Brown Rice Peas	2 FZ 1 Cup 1/2 Cup	Broccoli Cornbread Glazed Cake	1/2 Cup 1/48 Cut 1/48 Cut	Sauce Peas Biscuit Sugar Cookie	1/2 Cup 1/48 Cut 1/48 Cut	Spanish Rice Beans Pinto Seasoned Corn Tortilla	1 Cup 1/2 Cup 2 Each
etchup PC udding everage PC	2 Each 1/2 Cup 1 Each	Green Beans Biscuit Glazed Cake Beverage PC	1/2 Cup 1/48 Cut 1/48 Cut 1 Each	Beverage PC	1 Each	Biscuit Glazed Cake Beverage PC	1/48 Cut 1/48 Cut 1 Each	Beverage PC	1 Each	Beverage PC	1 Each	Shredded Cheese Salsa Glazed Cake Beverage PC	1/2 WZ 1 FZ 1/48 Cu 1 Each

Trinity Services Group

#### CITY OF DENVER 2022 CHH

Regular

Week 3

Frida	У	Sature	day	Sunda	у	Mond	ay	Tuesd	ay	Wednes	day	Thursda	ay
Breakfas	st												
Cold Cereal	1 Cup	Cold Cereal	1 Cup	Cold Cereal	1 Cup	Cold Cereal	1 Cup	Cold Cereal	1 Cup	Cold Cereal	1 Cup	Cold Cereal	1 Cup
Peanut Butter	1 Each	Poultry Bologna	1 WZ	Peanut Butter	1 Each	Poultry Bologna	1 WZ	Peanut Butter	1 Each	Turkey Ham	1 WZ	Peanut Butter	1 Each
Biscuit	1/48 Cut	Coffee Cake	1/48 Cut	Biscuit	1/48 Cut	Blueberry Muffin	1/48 Cut	Biscuit	1/48 Cut	Coffee Cake	1/48 Cut	Biscuit	1/48 Cut
Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each
1% Milk	1 Each	1% Milk	1 Each	1% Milk	1 Each	1% Milk	1 Each	1% Milk	1 Each	1% Milk	1 Each	1% Milk	1 Each
Lunch													
Yakisoba	1 1/2 Cup	Chili	1 1/4 Cup	BBQ Turkey	3/4 Cup	Mac & Cheese	1 1/2 Cup	Chili Mac	1 1/2 Cup	Frankfurter	2 Each	Tetrazzini	1 1/2 Cup
Carrots	1/2 Cup	Rice	1 Cup	Garlic Fried Potatoes	1 Cup	Casserole		Green Beans	1/2 Cup	Macaroni & Cheese	1 Cup	Mixed Vegetables	1/2 Cup
Biscuit	1/48 Cut	Seasoned Corn	1/2 Cup	Carrots	1/2 Cup	Mixed Vegetables	1/2 Cup	Cornbread	1/48 Cut	Beans Baked	1/2 Cup	Biscuit	1/48 Cut
Glazed Cake	1/48 Cut	Cornbread	1/48 Cut	Biscuit	1/48 Cut	Biscuit	1/48 Cut	Glazed Cake	1/48 Cut	Biscuit	1/48 Cut	Glazed Cake	1/48 Cut
PC Beverage	1 Each	Sugar Cookie	1/48 Cut	Pudding	1/2 Cup	Sugar Cookie	1/48 Cut	PC Beverage	1 Each	Mustard PC	2 Each	PC Beverage	1 Each
-		PC Beverage	1 Each	PC Beverage	1 Each	PC Beverage	1 Each	_		Cake	1/48 Slice		
		_								PC Beverage	1 Each		
Dinner													
Salisbury Patty	1 Each	T Ham w/Potato	11/2 Cup	Spaghetti w/ Meat	1 1/2 Cup	Stroganoff	1 1/2 Cup	Turkey & Rice	1 1/2 Cup	Chicken Patty	1 Each	Taco Mix	3/4 Cup
Gravy Brown	2 FZ	Broccoli	1/2 Cup	Sauce		Glazed Carrots	1/2 Cup	Mixed Vegetables	1/2 Cup	Gravy Brown	2 FZ	Spanish Rice	1 Cup
Potatoes Mashed	1 Cup	Biscuit	1/48 Cut	Green Beans	1/2 Cup	Biscuit	1/48 Cut	Biscuit	1/48 Cut	Potatoes Mashed	1 Cup	Beans Pinto Seasoned	1/2 Cup
Seasoned		Glazed Cake	1/48 Cut	Biscuit	1/48 Cut	Glazed Cake	1/48 Cut	Sugar Cookie	1/48 Cut	Seasoned		Corn Tortilla	2 Each
Green Beans	1/2 Cup	Beverage PC	1 Each	Sugar Cookie	1/48 Cut	Beverage PC	1 Each	Beverage PC	1 Each	Peas & Carrots	1/2 Cup	Salsa	1 FZ
Biscuit	1/48 Cut	_		Beverage PC	1 Each	-		_		Seasoned Biscuit	1/48 Cut	Pudding	1/2 Cup
Glazed Cake	1/48 Cut									Sugar Cookie	1/48 Cut	Beverage PC	1 Each
Beverage PC	1 Each									Beverage PC	1 Each		

Trinity	Services	Group	o
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#### CITY OF DENVER 2022 CHH

#### Regular

Week 4

Frida	ay	Saturd	ay	Sun	day	Monda	у	Tuesda	ay	Wednesd	lay	Thursda	ay
Breakfas	st												
Cold Cereal Peanut Butter	1 Cup 1 Each	Cold Cereal Poultry Bologna	1 Cup 1 WZ	Cold Cereal Peanut Butter	1 Cup 1 Each	Cold Cereal Poultry Bologna	1 Cup 1 WZ	Cold Cereal Peanut Butter	1 Cup 1 Each	Cold Cereal Turkey Ham	1 Cup 1 WZ	Cold Cereal Peanut Butter	1 Cup 1 Each
Biscuit Fruit 1% Milk	1/48 Cut 1 Each 1 Each	Coffee Cake Fruit 1% Milk	1/48 Cut 1 Each 1 Each	Biscuit Fruit 1% Milk	1/48 Cut 1 Each 1 Each	Blueberry Muffin Fruit 1% Milk	1/48 Cut 1 Each 1 Each	Biscuit Fruit 1% Milk	1/48 Cut 1 Each 1 Each	Coffee Cake Fruit 1% Milk	1/48 Cut 1 Each 1 Each	Biscuit Fruit 1% Milk	1/48 Cut 1 Each 1 Each
Lunch													
Picadillo Carrots Cornbread Cake PC Beverage	1 1/2 Cups 1/2 Cup 1/48 Cut 1/48 Slice 1 Each	Chili Rice Seasoned Corn Cornbread Sugar Cookie PC Beverage	1 1/4 Cup 1 Cup 1/2 Cup 1/48 Cut 1/48 Cut 1 Each	Turkey & Rice Green Beans Biscuit Cake PC Beverage	1 1/2 Cup 1/2 Cup 1/48 Cut 1/48 Slice 1 Each	Frankfurter Bread Ketchup PC Beans Pinto Seasoned Garlic Fried Potatoes Pudding PC Beverage	2 Each 2 Slice 2 Each 1/2 Cup 1 Cup 1/2 Cup 1 Each	Turkey A la King Rice Pilaf Broccoli Biscuit Glazed Cake PC Beverage	3/4 Cup 1 Cup 1/2 Cup 1/48 Cut 1/48 Cut 1 Each	Spanish Rice w/ Meat Mixed Vegetables Combread Sugar Cookie PC Beverage	1 1/2 Cup 1/2 Cup 1/48 Cut 1/48 Cut 1/48 Cut 1 Each	Yakisoba Green Beans Cornbread Pudding PC Beverage	1 1/2 Cup 1/2 Cup 1/48 Cut 1/2 Cup 1 Each
Dinner													
Sloppy Joe Rice Green Beans Biscuit Sugar Cookie Beverage PC	3/4 Cup 1 Cup 1/2 Cup 1/48 Cut 1/48 Cut 1 Each	Turkey Ham Scalloped Potatoes Broccoli Biscuit Glazed Cake Beverage PC	3 WZ 1 Cup 1/2 Cup 1/48 Cut 1/48 Cut 1 Each	Country Stew Peas Biscuit Sugar Cookie Beverage PC	1 1/2 Cup 1/2 Cup 1/48 Cut 1/48 Cut 1 Each	Chicken Patty Gravy Brown Rotini Carrots Biscuit Glazed Cake Beverage PC	1 Each 2 FZ 1 Cup 1/2 Cup 1/48 Cut 1/48 Cut 1 Each	Spaghetti w/ Meat Sauce Green Beans Biscuit Sugar Cookie Beverage PC	11/2 Cup 1/2 Cup 1/48 Cut 1/48 Cut 1 Each	Salisbury Patty Gravy Brown Potatoes Mashed Seasoned Carrots Biscuit Sugar Cookie Beverage PC	1 Each 2 FZ 1 Cup 1/2 Cup 1/48 Cut 1/48 Cut 1 Each	Taco Mix Spanish Rice Beans Pinto Seasoned Corn Tortilla Shredded Cheese Salsa Cake Beverage PC	3/4 Cup 1 Cup 1/2 Cup 2 Each 1/2 WZ 1 FZ 1/48 Slice 1 Each

#### Inmate Preferences & Adjustments

Trinity conducts their own plate waste studies, listens to feedback (both verbal and written) from inmates and staff, and provides a proposed reaction plan to the facility management for open discussion and approval on what corrective actions should be taken, if any.

Trinity Services Group

#### City of Denver 2022 Kosher Sample

Week 1

Friday	/	Saturd	ay	Sunda	у	Monda	у	Tuesda	ay	Wednes	day	Thursd	ay
Breakfas	t												
Fruit	1 Each												
Cold Cereal	1 Cup												
Peanut Butter	2 Each	Boiled Egg	2 - Each	Peanut Butter	2 Each	Boiled Egg	2 - Each	Peanut Butter	2 Each	Boiled Egg	2 - Each	Peanut Butter	2 Each
Jelly	2 Each - 1	Bread White K/V	2 Slice										
	Ounce	Margarine PC	2 Each										
Bread White K/V	2 Slice	Jelly	2 Each - 1										
1% Milk	1 Each		Ounce										
		1% Milk	1 Each										
Lunch													
Kosher Entree	Each												
Mixed Lettuce Salad	1/2 Cup												
Italian Dressing PC	2 Each												
Bread White K/V	2 Slice												
Margarine PC	3 Each												
Fruit	1 Each												
Beverage PC	1 Each												
Dinner													
Kosher Entree	Each												
Mixed Lettuce Salad	1/2 Cup												
talian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each	Italian Dressing PC	2 Each
Bread White K/V	2 Slice												
Margarine PC	3 Each												
Cookie Creme	6 Each												
Beverage PC	1 Each												

#### E. Special Diets

Trinity's Dietary Program will meet all the requirements of your facility and the American Correctional Association (ACA), as well as the recommendations of the National Academy of Sciences, Board of Medicine, and the National Commission on Correctional Health Care of the American Medical Association. In addition, the program will meet the dietary guidelines set forth by the Academy of Nutrition and Dietetics and the American Diabetes Association.

#### 5) Staff Menus

#### A. Breakfast Sample Staff menu

## **BREAKFAST Menu**

MONDAY Scrambled Eggs, Oatmeal with Margarine and Blueberry Muffin

TUESDAY Boiled Eggs, Oatmeal, Pancakes and Syrup

WEDNESDAY Cheese Omelet, Oatmeal with Margarine, Grilled Potatoes and a Buttermilk Biscuit

THURSDAY Fried Eggs, Oatmeal, Waffle and Syrup

FRIDAY

Boiled Eggs, Oatmeal with Margarine,
Hash Browns and Coffee Cake

**SATURDAY** Scrambled Eggs with Ham & Cheese, Grilled Potatoes and a Buttermilk Biscuit

**SUNDAY** Breakfast Burrito, Salsa, Oatmeal with Margarine and Hash Browns

ALWAYS AVAILABLE: Assorted Cold Cereals, Toast or Bread, Fresh or Canned Fruit, Cottage Cheese, Apple or Orange Juice, Coffee/ Milk

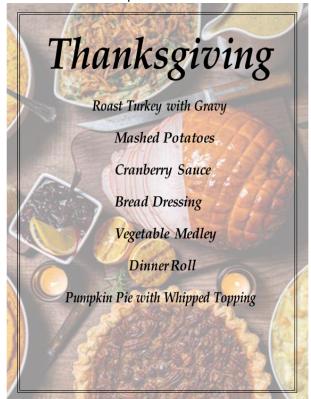
## B. Staff Menu Sample

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK 1	28	29	30	Spaghetti in Meat Sauce, Corn Iced Cake	ChickenTenders, French Fries, Baked Beans Snickerdoodle Cookie	3 Fried Tilapia Fillet, Rice Pilaf, Broccoli Iced Cake	SloppyJoe on a HamburgerBun, Potato Salad, Green Beans Pudding Parfait
WEEK 2	5 OvenFriedChicken Macaroni&Cheese MixedVegetables Snickerdoodle Cookie	Taco Beef Spanish Rice Mexicali Corn Peach Crisp	Chicken Tender BBQ Sauce Pasta Salad Cucumber Tomato & Onion Salad Brownie	Chicken Fried Steak Country Gravy Mashed Potatoes Green Beans Glazed Cake	Lasagna Peas Carrots Sugar Cookie	Meatloaf O'Brien Potatoes Mixed Vegetables Ice Cream	11 ChickenParmesan Spaghetti Broccoli Iced Cake
WEEK 3	Burrito Bean & Cheese Mexican Rice Corn Sour Cream Brownie	Chicken Alfredo Spaghetti Carrots Snickerdoodle Cookie	14 Chili con Carne Baked Potato Broccoli Peach Crisp	15 Vegetable Egg Roll Fried Rice MixedVegetables Iced Cake	Roast Beef & Gravy Mashed Potatoes Green Beans Sugar Cookie	17 Oven Fried Chicken Macaroni & Cheese Broccoli Combo Pudding Parfait	18 Ham Glazed w/ Pineapple Baked Sweet Potato Cabbage & Carrots Iced Cake
WEEK 4	Beef Stroganoff Egg Noodle Parslied Carrots Snickerdoodle Cookie	Baked 20 Chicken Breast Sweet Sour Sauce Rice Seasoned Vegetable Oriental Mixed Peach Crisp	Meatball Spaghetti MarinaraSauce Broccoli Brownie	BeefStew Rice Green Beans Glazed Cake	Chicken Pot Pie Mixed Vegetables Buttermilk Biscuit Iced Cake	Fried Tilapia Fillet Au Gratin Potatoes Green Beans Ice Cream	BBQ Roast Pork Mashed Potatoes Cabbage & Carrots Sugar Cookie

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#### C. Sample Staff Holiday Menu

Trinity will serve Holiday and Spirit Lifter Meals as required by the RFP and will meet with the representative to determine the type of meal best suited to staff based on any price restrictions. See samples below





#### D. Self-Serve Market

Trinity will be able to support the current Staff Self-Serve Market.

#### 6) Food Sourcing

#### A) Sourcing within Colorado by 2030

Trinity Services Group will seek to partner with local farms and distributors in the Colorado area that can provide Colorado grown and manufactured products. Trinity is already partnering with a local WBE certified produce vendor, What a Chef Wants, to supply locally sourced fresh fruits and vegetables for the DSD. Trinity will continue to strive to find more fresh and locally sustained product options to provide to the DSD in the future. In addition, Trinity will look for local Colorado dairies to partner with for their dairy needs, rather than large out of state corporations, for the DSD contract in the future.

Services will also look to partner with local distributors to source Colorado grown and manufactured dry goods for the DSD contract. Trinity Services Group will seek the guidance of the Center for Good Food Purchasing in order to point Trinity in the right direction and help them partner with local Colorado suppliers that can support their supply chain needs upon the award of DSD Jail food contract.

#### B) GFPP Requirements

Trinity Services Group has laid out a 5 tiered plan to meet and exceed the criteria set forward in the Good Food Purchasing Plan from the Center of Good Food Purchasing and will work with DSD to finalize it. They will help the DSD achieve their goal by offering nutritious meals, partnering with local vendors, and using environmentally sustainable sourcing. Trinity will also offer more Vegan choices to reduce dependence on animal sourced products, and promote a valued work force, with opportunity for growth within our company.

As distributor to the DSD, Trinity Services Group will commit to upholding the Good Food Purchasing Standards set forth in the bid for foodservice management of DSD, related facilities and programs. Trinity will meet or exceed the baseline value in each of the five categories listed in the RFP by sourcing a percentage of food from producers that participate in standards and programs that uphold these five values. Trinity Services Group is committed to increasing the amount of Good Food purchased each year of the contract.

#### 7) Transition

#### A. Transition Process

#### **6 WEEKS OUT**

Trinity Services Group Employees are advised of the contract termination and their benefits are thoroughly explained and documented. Our goal is that the incoming contractor will hire most of the employees since they depend on their jobs to support themselves and their families.

#### 4 WEEKS OUT

- Trinity will work with the incoming contractor or the county and develop a communications and dialogue to ensure an easy and complete closeout.
- Trinity will assign a project officer to the closeout and advise the incoming contractor
  of all schedules that must be met for production and delivery of foods to housing
  areas.
- The project officer will ensure all equipment is fully functional and working properly.
- The project officer will offer any supplies, subsistence to the incoming contractor at our cost. There is no markup or profit in this task.

#### 3 WEEKS OUT

- Trinity Services Group make storage and office space available to the incoming contractor or to the county.
- Specific areas are provided and Trinity personnel will ensure that those areas are off limits and safe-guarded.
- Equipment operating procedures and preventative maintenance information is made available to the incoming contractor or the county.
- All ACA standards are carefully inspected, inventoried, and stored for the incoming contractor or the county.
- Equipment functionality is checked and repair orders issued as necessary.
- Trinity will provide the incoming contractor with important and key phone numbers.

#### 2 WEEKS OUT

• An inventory of the entire county's property is provided.

- As inventories of subsistence are reduced, more space is provided to the incoming contractor or the county.
- Equipment functionality is checked and repair orders issued as necessary.
- All ACA standards are carefully inspected, inventoried, and stored for the incoming contractor or the county.

#### 1 WEEK OUT

- Subsistence inventory is being reduced and only necessary delivery orders are being received.
- Office and storage space is being dramatically reduced and turned over to the incoming contractor or the county.
- All ACA standards are carefully inspected, inventoried, and stored for the incoming contractor or the county.
- Equipment functionality is checked and repair orders issued as necessary.
- Continued communication with the incoming contractor or the county on tasks to be
  performed and inmate schedules, along with specific information on all restrictive and
  religious diets, are turned over to the incoming contractor or the county.
- Trinity Services Group will ensure that the incoming contractor or the county is given access to the kitchen in order to prepare their first meal.
- The incoming contractor is given the opportunity to purchase any Trinity owned supplies and subsistence.

#### DAY BEFORE TURNOVER

- Trinity Services Group will ensure all foods are delivered to housing areas and at close of business will pack up all supplies, subsistence, records, office equipment etc. and transport off the premises.
- All equipment is checked to ensure functionality and a list of all equipment and supplies owned by the county is mutually agree with by inventory and approved by Denver County.
- B. Onsight Product upon completion of contract

Trinity will purchase the existing inventory at cost. Trinity will bring in our own computers and office equipment, but will utilize existing office furniture.

C. Executive Order 136 - Non-Displacement of Qualified Workers under City Service Contracts

Trinity intends to retain all existing qualified workers. If the City and County are no longer able to employ the qualified employees, they shall be provided a right of first refusal of employment under the contract in positions for which they are qualified.

#### 8) Performance Management

A. Operational Performance Analysis Audit

Trinity uses a Unit-based Operational Performance Analysis workbook to make recommendations and determine corrective actions. While the audit report is not an

all-inclusive "Corrective Action Plan," our District Manager reviews the results to decide whether to take if any corrective actions. If required, the District manager develops a comprehensive action plan for the operating unit to assist in improving the unit's overall performance.

The audit reviews three main components of an operation:

- Financial Performance
- Quality Assurance and Food Safety
- Client Satisfaction

The District Managers perform regular follow-up visitations to ensure each unit has made any recommended improvements and to observe best practices to share with other Trinity operating units.

#### 9) Scope of Work Compliance

Trinity understands and will comply to the following:

- Trinity will be responsible for all procurement, preparation, serving (Officer's Mess (OM)), and cleaning associated with food service at each facility.
- Trinity will supply all labor to provide inmate/staff food services.
- Trinity will maintain the cleanliness of both kitchens in a manner to assure compliance with existing and future health standards, and applicable accreditation standards – American Correctional Association and National Commission on Correctional Health Care.
- For both the Denver County Jail and the Downtown Detention Center, Trinity will comply with the Denver Food Establishment Regulations.
- Trinity will provide or acquire services, as required by standards, of a Registered Dietitian to fulfill all nutritional needs of inmates.
- > Trinity will purchase all food and beverage products and manage the inventory.
- Trinity will ensure and maintain compliance with all accreditation standards, Hazard Analysis Critical Control Point (HACCP) Plan, as well as all applicable standards as stated in the above accreditations.
- > Trinity will deliver high quality food service that can be audited against established nutritional health standards as stated in the above accreditations.
- Trinity will operate food service in a cost- effective manner with full reporting to the DSD as applicable.
- > Trinity will implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.
- > Trinity will maintain an open collaborative relationship with the administration and staff of the DSD and other City of Denver entities.

The points below provide a general description of the manner and processes for the vendor to utilize in preparing and distributing food at our facilities and defines the level of expectation the DSD has for the performance of work by the awarded contractor and contractor's personnel.

- The menus must consist of food items which are known to be popular/generally acceptable to the inmates and staff.
- The food must be prepared in accordance with tested recipes and preparation procedures.
- The hot and cold food must be held and transported under optimum temperature conditions as stated in the HACCP.

 All portions must be consistent and in accordance with the menu specifications and minimum caloric intake as determined by the dietician and applicable standards as stated in the above accreditations.

The awarded vendor will address all inmate food related grievances following the DSD policies and accreditation processes, and established timeframes.

#### STAFFING:

As a stipulation of this proposal, the Awarded Vendor agrees to utilize retained current DSD Civilian Food Service Staff. The current staff will continue to maintain their City of Denver Career Service employment status.

Currently, the DSD has 6 civilian food steward positions at the COJL, and 4 civilian food steward positions at the DDC. The DSD also currently has 1 Institutional Food Service Supervisors that acts as a liaison between the vendor and the DSD. The DSD desires the Awarded Vendor to assume management and supervision of all Food Service activities. The vendor will have the option to consider the current Institutional Food Service Supervisors and Manager for positions with the vendor, should they choose to apply and be considered.

As the current DSD food stewards separate from the City, e.g. retirement, resignations, etc. the Awarded Vendor will then fill the vacated positions utilizing their own employees

Daily supervision of retained DSD food stewards, will be accomplished by the vendor in consultation with DSD leadership. Required annual evaluations of DSD food stewards will be accomplished by DSD leadership with input from vendor supervision and management. Any discipline, if necessary, of DSD food stewards will be handled by DSD leadership in accordance with established policies, rules, etc.

The Awarded Vendor's employees shall be obligated to adhere to all DSD Policies and Procedures. All employees will conduct themselves in a manner to maintain <u>local Health Department standards</u> at the DSD, accompany Health Department personnel during inspections, and address any issues raised by the Health Department personnel during kitchen inspections.

All contracted employees will attend the DSD orientation.

The Awarded Vendor is responsible for providing food services in the event of a work stoppage or slowdown by vendor personnel or, if applicable, inmates if available and assigned to food service duties.

The Awarded Vendor will handle the leave and vacancy coverage of their employed staff.

The DSD will grant the Awarded Vendor, and employees, authorization to enter the DSD facilities subject to standard security background checks of the personnel as conducted at the discretion of the DSD, prior to any access being granted.

Awarded Vendor's employees shall always conduct themselves in a professional manner and shall not behave in such a way to disrupt the general management of the DSD. The Awarded Vendor will be responsible for addressing inappropriate conduct by their employees.

Vendor employees will be required to wear distinctive/company uniforms provided by the Vendor and comply with DSD dress code policies.

All vendor employees assigned to work at any DSD facilities will be required to follow the City's <u>Executive</u> Order 94.

#### **Background Checks**

Vendor, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. The term "employee" for the purpose of this requirement, includes anyone who is providing services for the City under this contract. Background checks are to be conducted through an independent background check company and must include the following:

- Social Security Number Trace;
- Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, 'convictions, and incarcerations); and
- National Sexual Offender Registry Search.

The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.

In addition to the foregoing background check, certain City locations require employees to pass a NCIC background check. These background checks will be administered by the City and will be at no cost to the Supplier. Vendor employees will be required to provide their social security numbers to the City. Vendor employees will be provided entrance cards for each facility.

The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separates from the Vendor's employment and is then re-hired must undergo another background check prior to renewed access and/or involvement in providing services to the City. When a background check is completed, a copy of the results must be sent to DSD prior to the employee's start date, for review and approval. The City also has the ability to audit the Vendor's background check process, to ensure compliance with City standards, at any time. Additionally, all employees are required to self-disclose to the Vendor any criminal charges and convictions and nolo contendere pleas (no contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Vendor is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Vendor must inform the City within one business day of the Vendor having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

Failure by the Vendor to comply with the terms of this Section may result in the termination of its contract with the City.

#### **Felony Disqualification**

The vendor shall not employ, retain, hire, or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the City pursuant to this bid unless the vendor receives prior written permission from the Director of Purchasing. The Director of Purchasing may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City and County of Denver as a condition precedent to the grant of such permission.

#### **FACILITY KITCHENS:**

The COJL and DDC have full kitchens where the food is prepared for use at each facility.

The food is currently transported by DSD identifiable food trucks. City owned vehicles can only be operated by City employees. Awarded vendor will need to have a plan in place if a City employee will not be delivering the food to the different facilities. If City employees are not available to drive City owned vehicles, vendor will need to provide their own vehicle and driver to deliver food to the different facilities.

During the term of this contract, and any periods of extension, the awarded Vendor shall be permitted to use the kitchen located inside the COJL/DDC to perform the scope of services for the DSD.

The COJL has a bakery that is not currently being used but may be utilized by the Awarded Vendor

DSD will require advance notification of all delivery schedules. The Awarded Vendor must maintain a minimal on hand inventory, and such inventory shall be rotated regularly to assure food items are not served after any expiration date(s).

#### **Food Handling**

The Awarded Vendor shall comply with all <u>Denver Food Establishment Regulations</u>, as well as regulations set along with other information on compliance requirements for facilities that are located in Denver. The information can be found on the Food Safety Program's Web Page:

https://www.denvergov.org/content/denvergov/en/environmental-health/our-divisions/public-health-investigations/food-safety-section.html.

#### **Sanitation**

The DSD shall provide pest control for all areas assigned to the Awarded Vendor. The DSD shall provide trash removal services. The DSD will be responsible for all consumable cleaning products such as dishwasher detergent and kitchen cleaning supplies, for the Awarded Vendor's use in complying with all applicable codes and regulations.

The Awarded Vendor will follow all <u>Denver Food Establishment Regulations</u> on sanitation, as well as regulations set along with other information on compliance requirements for facilities that are located in Denver. The information can be found on the Food Safety Program's Web Page

https://www.denvergov.org/content/denvergov/en/environmental-health/our-divisions/public-health-investigations/food-safety-section.html

The Awarded Vendor will maintain the cleanliness of the food service facilities in a manner to assure compliance with existing and future standards of accreditation, local, state, and federal health and environmental regulations.

The Awarded Vendor agrees to operate the foodservice facilities and perform all work in a professional and resourceful manner, complying with all public health regulations including a Grade "A" sanitation rating to the satisfaction of all authorized local Health Department offices and the City.

#### **Equipment**

Below is a listing of current DSD kitchen equipment installed and available for use to the awarded vendor. The DSD understands there may be a need for further equipment purchases once the contract is awarded, depending on the vendor's execution of the scope.

With prior approval from the DSD, the Awarded Vendor may install additional equipment in the COJL/DDC kitchen at their own expense. Such equipment shall remain the property of the Awarded Vendor. The Awarded Vendor shall be responsible for all replacement, repair, and maintenance costs associated with their own equipment as applicable. Work for installation, replacement, repair and maintenance will fall under prevailing wages. See Section B.15 for more information on prevailing wages.

If the Awarded Vendor wishes to add equipment beyond that of which is provided by the City, any items purchased and installed shall be of a type and class approved by the City and in sufficient quantities to provide proper service to the patrons of the facilities, unless otherwise negotiated.

All vendor purchased equipment and furnishings shall be new, of modern design, and of first-class material and construction. The furnishings and equipment shall be of such quality, design, and finish as will be in keeping with the general décor of the current kitchen.

#### COJL-

- (5) Walk in cooler Bally
- (1) OM Cooler- Bally
- (1) Produce Cooler- Bally
- (1) Thaw Box Cooler- Bally
- (1) Freezer- Bally
- (1) Walk in freezer (Bakery) Bally
- (4) Combi oven Cleveland
- (2) Tilt Skillet Cleveland
- (1) Ice Machine Manitowoc
- (1) Mixer (bakery) Gemini
- (1) Dough Mixer (bakery) Hobart
- (1) Gas Stove Imperial
- (7) Food warmer (kitchen) Cleveland
- (2) Food warmer (mobile) Crescor
- (3) Refrigerator (reach in) True
- (2) Salad bar Brand not known
- (1) Food hotwell (Officer's Mess) Delfield
- (1) Rotating oven (bakery) Gemini
- (1) Proofer (bakery) Gemini
- (1) ROP Sealer Barker
- (1) Vegetable grinder Waring
- (1) Forklift Raymond

(2) Dishwashers - Hobart

#### DDC-

- (1) Walk in Refrigerator Bally
- (1) Walk in Freezer Bally
- (1) Tilt Skillet Cleveland
- (2) Steam Kettles Cleveland
- (4) Combi Ovens Cleveland
- (1) 2 door Convection Oven
- (13) Food Warmer Cleveland Cooking Performance Group
- (2) Salad Bar Randel
- (1) 4 bin Hot Wells Delfield
- (2) Reach In Fridge Delfield
- (1) 6 Burner Oven Range Southbend
- (2) Dishwashers Hobart

The Awarded Vendor shall be responsible for the costs of repairs of any DSD kitchen item/equipment/area that becomes inoperable/damaged due to the negligence of Awarded Vendor's employees.

The DSD shall maintain and repair the building structure in the kitchen as needed and shall provide all utilities necessary for the performance of the food service operations contained herein. The DSD shall be responsible for the on-going maintenance, repair, and replacement of current DSD equipment. Awarded vendor will coordinate with a DSD contact person for any DSD equipment that needs to be repaired, maintenance, or replaced.

DSD kitchen equipment, appliances and supplies must not be removed from the COJL/DDC kitchen without written authorization from the DSD Operation's Chief.

Upon termination or expiration of the contract, the Awarded Vendor and the DSD shall conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the Awarded Vendor shall surrender the DSD facilities and equipment to the DSD.

#### BASIC OPERATIONS:

All food is portioned onto insulated trays and transported on carts to the respective housing units with beverages in accordance with the established counts. The Awarded Vendor will be responsible for the movement of meal carts from the kitchen to the housing units. Officers in the housing units are then responsible for distributing the trays to the inmates. When all inmates have completed their meal, the Awarded Vendor will be responsible for retrieving all trays and carts for washing, sanitizing, and staging for use at the next meal.

Due to the nature of the service, employees will be in vicinity of inmates. Currently, there are no inmate workers assigned to the food services program, but DSD reserves the right to assign inmate workers in the future to the food services program.

#### INMATE MEALS:

The Awarded Vendor shall provide well balanced inmate meals that provide a minimum value of calories per day set by a registered dietician and in compliance with any associated standards or dietary guidelines as stated in the above accreditations.

<u>Awarded vendor shall provide a four (4) week menu cycle</u> for review 2 weeks in advance that complies with the most recent nutritional requirements and caloric needs to support a healthy eating pattern defined by the Office of Disease Prevention and Health Promotion. In addition, menus must meet the recommendations of the Food and Nutrition Board National Research Council.

The Awarded Vendor shall be responsible for assuring menus are reviewed and certified as to nutritional adequacy by a Registered-Certified Dietician bi-annually.

A quarterly evaluation of the menu must be completed and documented by the kitchen supervisory staff.

# <u>Currently the DSD utilizes a cold, hot, hot sequence of meals but is interested in creative alternative sequencing ideas.</u>

#### **Inmate Meal Schedule**

The following is the meal schedule for the inmates in military time:

- COJL- Breakfast 0500, Lunch 1000, Dinner1600
- DDC- Breakfast 0500, Lunch 1000, Dinner 1600
- **Com Core** Breakfast 0500, Lunch 1000, Dinner 1600

#### **Special Diets**

Awarded Vendor shall provide medical and religious related diets, as required for DSD inmates. Requests for religious/medical diets are approved by a Chaplain (religious) or approved/prescribed by Medical and forwarded to the Awarded Vendor.

Current counts for special diets are as follows:

	COJL	DDC
Low Salt	15	23
Kosher/Muslim	52	50
Allergy	6	6
Vegan	33	40
Blended	0	0

Clear Liquid	0	0	
Renal	0	1	
Pregnancy	3	2	Total
Current Total per Meal	109	122	231
Current total per Day	327	366	693

The Awarded Vendor shall be responsible for preparation, distribution, and documentation procedures for medical diets, as required. The Awarded Vendor shall prepare all medical diets and ensure the menu follows the order from medical staff. Medical diets shall be served during normal mealtimes. The Awarded Vendor shall maintain complete records showing which inmates are to be provided medical diets, contents of the diet(s)/meal(s) and whether each inmate receives the prescribed meal. Meals will be labeled with individual inmate's name on the outside for a Deputy, or an assigned DSD employee, be able to serve the correct meal to the correct inmate.

The Awarded Vendor will be expected to provide holiday meals and is expected to meet/conform with traditional religious observance requirements.

#### STAFF MEALS:

There is one staff dining room and self-serve market at each facility which provides meals to staff. Hours of operation are seven days a week, at the following times:

- COJL Officer's Mess Operating Hours: 0600 2000
- COJL Self-Serve Market, 24 hours a day
- DDC Officer's Mess Operating Hours: 0230 -1000, 1000 1930
- DDC Self-Serve Market, 24 hours a day

The Awarded Vendor will be expected to provide special staff holiday meals for Thanksgiving and Christmas.

With appropriate notice, the Awarded Vendor shall provide "special event" meals for DSD client special events. The Awarded Vendor shall provide a cost per meal that is reasonable and based upon the number of meals and the type of food requested. Special events could include retirements, promotions, distinguished awards, etc.

#### SECURITY:

The Awarded Vendor agrees to exercise security measures consistent with DSD policies and procedures. The Awarded Vendor 's staff shall use designated exits and entries and shall be required to wear identification badges as required by the DSD at all times. The DSD will be responsible for providing any identification badges. At all times, while Awarded Vendor 's employees are in the COJL/DDC, Awarded Vendor's employees shall comply with all the rules, regulations, directives, and bulletins issued by the DSD.

The Awarded Vendor's staff shall not fraternize with inmates or otherwise engage in activities in violation of DSD policies and procedures. The Awarded Vendor agrees that their employees shall be subject to all security regulations and practices of the DSD. The DSD reserves the right to restrict access to any facility or require immediate removal of any person(s) without prior notification.

The Awarded Vendor agrees to exercise security measures consistent with the nature of the DSD policies and procedures. Staff shall use designated access points and shall be required to wear identification badges while navigating through the facility. Vendor staff shall not be at the DSD facilities during unscheduled hours, unless for business purposes, and should always be in uniform when performing work duties.

Employee vehicles, if located on the grounds of a DSD facility shall be subject to search, in accordance with applicable statutory and constitutional law. Employee work areas and property are subject to search in DSD facilities, per established policies and procedures.

#### Keys

The Awarded Vendor is responsible for the control of keys obtained from the DSD Key Watch system and the security of those areas used by the Awarded Vendor's personnel. The Awarded Vendor shall be responsible for immediately reporting any missing keys to the DSD. The DSD shall be responsible for costs associated with re-keying and replacing lock cylinders related to standard replacements and maintenance. The Awarded Vendor shall be responsible for costs associated with the replacement of lost keys, re-keying and replacement of lock cylinders required as a result of Awarded Vendor's negligence and/or loss of keys.

#### SPACE AVAILABLE FOR VENDOR USE:

The City will furnish spaces for office, storage, and record keeping purposes of the Awarded Vendor for the Contract Agreement period. Use of these office spaces for purposes other than operation of this Contract Agreement are not permissible, without prior written approval of the DSD. Vendor will also have access to DSD staff common areas for breaks, restrooms, etc. Internet connectivity is available, if requested. WiFi is not consistently available to anyone within any DSD facilities.

#### FOOD SOURCING:

The City has set a goal to acquire at least twenty-five percent (25%) of food purchased through its supply chain from sources that are grown or processed entirely within Colorado, by 2030. The awarded Vendor will provide the City an annual Local Sourcing Report.

In addition to the local food sourcing goal, the City has adopted the Good Food Purchasing Program (GFPP). The GFPP is a metric based framework and set of tools that guide organizations to direct their buying power towards suppliers that meet five inter-connected values: local economics, sustainability, valued workforce, animal welfare, and nutrition. The following is how GFPP defines their values:

**Local Economies**: Support diverse family and cooperatively owned and mid-sized agricultural and food processing operations within the local area or region (e.g. Colorado grown). Diversity includes socially disadvantaged, beginning, limited resourced, veteran, minority, and/or disabled farmers and ranchers.

**Environmental Sustainability**: Source from producers that use sustainable production systems to reduce and eliminate synthetic pesticides and fertilizers; avoid use of hormones, routine antibiotics, and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and

biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role. Some examples GFPP approved certifications that meet environmental sustainability standards include USDA Certified Organic, AGA Grass-fed, and Food Alliance Certified.

**Valued Workforce**: Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption. Some examples GFPP approved certifications that meet valued workforce standards Equitable Food Initiative and Fairtrade.

**Animal Welfare**: Source from producers that provide healthy and humane conditions for farm animals. Some examples GFPP approved certifications that meet animal welfare standards include USDA Certified Organic, AGA Grass-fed, and Animal Welfare Approved.

The purpose of the GFPP program is to make Good Food (defined as "food that is healthy, affordable, fair, and sustainable") more widely available to all communities in order to promote healthier eating habits, support our local economy, and create more well-paying jobs along the food supply chain. The City expects the Awarded Vendor to work with their suppliers to provide food products that meet the GFPP requirements. The Awarded Vendor will also provide baseline assessment report and quarterly reports to the City and the City's GFPP partner.

To meet the requirements of the program, the City and DSD has a goal of 15% of the food provide to the City meet the GFPP requirements by 2025.

#### RECYCLING AND COMPOSTING OF WASTE MATERIALS:

The Awarded Vendor shall collect, sort, and separate into such categories, all food/solid waste products, and recycle all such products that are locally accepted for recycling. Each separately sorted category of waste products shall be placed in separate receptacles reasonably approved by the City, which receptacles shall be dumped or removed from the facilities, at such minimum frequency as is specified by the DSD.

F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, freight allowed, delivered to:

Denver County Jail

10500 E. Smith Rd

Denver, CO 30239

and

Van Cise-Simonet Detention Center

490 W. Colfax Ave.

Denver, CO 80204

LAWS, REGULATIONS, TAXES AND PERMITS:

The Vendor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Vendor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, and regulations in any manner affecting the conduct of the work.

Without limiting the foregoing, the Vendor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

#### MINIMUM WAGE ORDINANCE:

The services being requested in this solicitation may involve services that are covered pursuant to Division 3.75 of Article IV of Chapter 20 of the Denver Revised Municipal Code ("D.R.M.C."), which is designed to address the issue of wage equity and cost of living affordability in the City. Vendor agrees that any contract with the City shall include a requirement that Vendor will comply with the provisions of D.R.M.C. §§20-82 through 20-84, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the Contract. Additionally, Vendor agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

https://denverauditor.org/wp-content/uploads/2019/06/MinWage overview flier 2019.pdf

#### PREVAILING WAGES:

Any Contractual Agreement in the amount of two thousand dollars (\$2,000.00) or more arising out of this proposal shall be subject to the following provisions concerning prevailing wages.

- a. The minimum wages to be paid for every class of labor, mechanics and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages.
- b. The Vendor or his/her subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the vendor or subcontractor and such laborers, mechanics and workers.
- c. The vendor and subcontractors to pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment except that the vendor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
- d. The vendor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.

- e. If the vendor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
- f. The vendor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors.
- g. The copy of the payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
- h. If any laborer, worker or mechanic employed by the vendor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax, Denver, CO 80202, telephone 720-913-5009.

#### EMERGENCY/LOCKDOWN PAYMENTS FOR STYROFOAM PLATES

In the event that a emergency or lockdown were to occur at either the Denver County Jail or Downtown Detention Center, DSD will pay Trinity a the below fixed price for Styrofoam used.

Cash-Way:
3 comp 8.25x3 , 2/100ct case \$39.62
3 comp 9x9x3 , 2/100ct case \$44.25

Us Foods:

3 comp 8x8.5, 150ct case 20.33

#### **EXHIBIT B**

# ĄĆORĎ

## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/23/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights	to the certificate holder in fieu	of such endorse	menus).				
PRODUCER			CONTACT NAME:				
Aon Risk Services Central, In St. Louis MO Office	ic.	ľ	PHONE (A/C. No. Ext):	(866) 283-7122	FAX (A/C. No.): (800) 363-01	05	
4220 Duncan Avenue Suite 401 St Louis MO 63110 USA			E-MAIL ADDRESS:				
				INSURER(S) AFFORDING COVERAGE			
INSURED			INSURER A:	Liberty Mutual Fire In	is Co	23035	
Trinity Services Group, Inc 477 Commerce Boulevard			INSURER B:	Liberty Insurance Corp	oration	42404	
Oldsmar FL 34677 USA			INSURER C:				
			INSURER D:				
			INSURER E:				
			INSURER F:				
		F70007F00004					

570097509391 **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** 

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

	Limits shown are as requested								
INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	Х	COMMERCIAL GENERAL LIABILITY			EB2651291759062	12/01/2022			00,000
		CLAIMS-MADE X OCCUR			SIR applies per policy ter	ms & condi	tions	DAMAGE TO RENTED \$1,00 PREMISES (Ea occurrence)	00,000
		<u> </u>						MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY \$1,0	00,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$10,0	00,000
	Χ	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$2,0	00,000
		OTHER:							
Α	AUT	OMOBILE LIABILITY			AS2-651-291759-072	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,00	00,000
	X ANY AUTO							BODILY INJURY ( Per person)	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	AUTOS ONLY HIRED AUTOS ONLY ONLY AUTOS NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	
		DED RETENTION							
В		RKERS COMPENSATION AND PLOYERS' LIABILITY			WA765D291759042	12/01/2022	12/01/2023	X PER STATUTE OTH-	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)		PRIETOR/PARTNER/ /E OFFICER/MEMBER N/A SIR applies per policy t			ms & conditi	tions	E.L. EACH ACCIDENT \$1,00	00,000
					Sik applies per policy ter			E.L. DISEASE-EA EMPLOYEE \$1,00	00,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-POLICY LIMIT \$1,00	00,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER	CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

City and County of Denver Department of Safety 1331 Cherokee St., Room 302 Denver CO 80204 USA AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc

**AGENCY CUSTOMER ID:** 570000069604

LOC #:



INSURER

## **ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY	NAMED INSURED	
Aon Risk Services Central, Inc.	Trinity Services Group, Inc	
POLICY NUMBER See Certificate Numbe 570097509391		
CARRIER	NAIC CODE	
See Certificate Numbe 570097509391		EFFECTIVE DATE:

ADDITIONAL REMARKS							
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,							
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance							
INSURER(S) AFFORDING COVERAGE	NAIC #						
INSURER							
INSURER							
INSURER							

ADDITIONAL POLICIES	If a policy below does not include limit information, refer to the corresponding policy on the ACORD
	certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIN	IITS
	WORKERS COMPENSATION				(MM/DD/YYYY)			
В		N/A		wC7651291759112 Workers Comp (WI) SIR applies per policy te		12/01/2023 ons		

# EXHIBIT C Pricing

### PROPOSAL ITEMS:

Meals	Unit Cost	Estimated Number of Meals Per Year	Total		
Regular Meals	\$ 3.694	1,445,147	\$	5,338,373.02	
Special Diets Meals	\$ 3.694	212,680	\$	785,639.92	
Kosher Meals	\$ 4.000	168,000	\$	672,000.00	
Sack Meals	\$ 3.694	67,600	\$	249,714.40	
Staff Meals	\$ 4.000	27,560	\$	110,240.00	
		Total	\$	7,155,967.34	

If providing micro-market or other creative approaches (see Section B.17, question 6.b), include the pricings/costs as a supplement to this table.

# **Pricing Scale**

T	$\mathbf{T}$	TTT	<b>T</b> 7	$\alpha r r$	<b>T</b> 7T	$\alpha$ r $\alpha$	$\sim$ $\mathbf{D}$	$\mathbf{OHP}$
1 12	11		v	$\sim$ H $\nu$	, v, i		1 - 12	<i>(</i> )

Denver City Jails

	Inmate Po	pulation Slidir	Inmate Population Sliding Scale							
FROM		ТО	]	PRICE						
1,007	-	1,026	\$	4.975						
1,027	-	1,046	\$	4.902						
1,047	-	1,066	\$	4.830						
1,067	-	1,086	\$	4.762						
1,087	-	1,106	\$	4.696						
1,107	-	1,126	\$	4.632						
1,127	-	1,146	\$	4.570						
1,147	-	1,166	\$	4.510						
1,167	-	1,186	\$	4.452						
1,187	-	1,206	\$	4.396						
1,207	-	1,226	\$	4.342						
1,227	-	1,246	\$	4.289						
1,247	-	1,266	\$	4.238						
1,267	-	1,286	\$	4.188						
1,287	-	1,306	\$	4.140						
1,307	-	1,326	\$	4.094						
1,327	-	1,346	\$	4.048						
1,347	-	1,366	\$	4.004						
1,367	-	1,386	\$	3.962						
1,387	-	1,406	\$	3.920						
1,407	-	1,426	\$	3.879						
1,427	-	1,446	\$	3.840						
1,447	-	1,466	\$	3.800						
1,467	-	1,486	\$	3.763						
1,487	-	1,506	\$	3.728						
1,507	-	1,526	\$	3.694						
1,527	-	1,546	\$	3.660						
1,547	-	1,566	\$	3.628						
1,567	-	1,586	\$	3.595						
1,587	-	1,606	\$	3.564						
1,607	-	1,626	\$	3.534						
1,627	-	And over	\$	3.504						

