

## **AGREEMENT**

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ARAMARK CORRECTIONAL SERVICES, LLC**, a Delaware limited liability corporation, with an address for notice purposes of 2400 Market Street, Philadelphia, PA 19103 (the “Contractor”), jointly “the Parties” and individually a “Party.”

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Department of Public Safety (“Executive Director”), or the Executive Director’s Designee.
2. **SERVICES TO BE PERFORMED**: As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A, Scope of Work**, to the City’s satisfaction. Additionally, the Executive Director may increase the scope of work described in Exhibit A by written notice to the Contractor which describes any additional work to be performed and corresponding budget amounts, if applicable, for such services. The Contractor is ready, willing, and able to provide the services required by this Agreement. 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.
3. **TERM**: The Agreement will commence on July 1, 2021 (the “Effective Date”), and will expire, unless sooner terminated, on June 30, 2023. By mutual agreement, the Agreement may be renewed for additional periods through 2026; provided that the services to be provided, the prices thereof, and any increase in the Maximum Contract Amount (as defined below) for the extension period, have been mutually agreed upon by the City and Aramark.
4. **COMPENSATION AND PAYMENT**
  - 4.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement, payment not to exceed the rates and amounts set forth in **Exhibit B**.

**4.2. Price Adjustments:** The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on June 30, 2022. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to the Agreement; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased by 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”).

**4.3. Reimbursable Expenses:** There are no, non-specified reimbursable expenses allowed under the Agreement. All of Contractor’s expenses are described in **Exhibit B**.

**4.4. Invoicing:** 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.

**4.5. Maximum Contract Amount**

**4.5.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE MILLION DOLLARS AND NO CENTS (\$9,000,000.00)** (the “Maximum Contract Amount”) for the initial scheduled term herein. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A**, or as directed by the Executive Director in writing, are performed at the Contractor’s risk and without authorization under the Agreement.

**4.5.2.** The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**4.6. Material Adverse Change:** The financial arrangements in the Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by City in connection with the negotiation and execution of the Agreement. If such conditions change due to causes beyond Aramark's control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply, and labor costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give the City written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and the City shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Aramark's price per meal or commission, modifications to the menu or product offerings, changes to product pricing or modifications to Aramark's scope of services.

**5. 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.

**6. TERMINATION**

**6.1.** Either Party has the right to terminate the Agreement upon a breach or default of this Agreement by the other Party, which is not cured within thirty (30) days after receipt by the defaulting Party of a notice from the non-defaulting Party, specifying the nature of such breach or default, and without cause upon sixty (60) days prior written notice to the other Party.

**6.2.** 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, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

- 6.3. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.
- 6.4. 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."
7. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized 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.
8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** 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.

## 9. INSURANCE

**9.1.1. General Conditions:** 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. 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. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions. 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.

**9.1.2. 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 C, 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.

**9.1.3. Additional Insureds:** For Commercial General Liability, Auto Liability, and Excess Liability/Umbrella (if required) the Contractor insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. Any insurance coverage (additional insured or otherwise) that Contractor provides for the City and County of Denver, its elected and appointed officials, employees and volunteers shall only cover insured liability assumed by Contractor in this Agreement; such insurance

coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the City and County of Denver, its elected and appointed officials, employees and volunteers.

**9.1.4. Waiver of Subrogation:** Both Contractor and the City waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver does not apply to bodily injury or death claims.

**9.1.5. Subcontractors and Subconsultants:** 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.

**9.1.6. Workers' Compensation/Employer's Liability Insurance:** 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.

**9.1.7. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with 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.

**9.1.8. Automobile Liability:** Contractor shall maintain Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

## **10. DEFENSE AND INDEMNIFICATION**

**10.1.** The Contractor 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.

**10.2.** 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.

**10.3.** The Contractor shall defend any and all Claims which may be brought or threatened against City and shall 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 will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

**10.4.** Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

**10.5.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**10.6.** In no event will either Party be liable to the other Party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

**11. COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

**12. TAXES, CHARGES AND PENALTIES:** 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.

- 13. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. SEVERABILITY:** 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.
- 18. CONFLICT OF INTEREST**
- 18.1.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be 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.

**18.2.** 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. A conflict of interest 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, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

**19. 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 the City at the addresses below:

Denver Department of Public Safety  
1331 Cherokee Street, #302  
Denver, CO 80204

With a copy of any such notice to:

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

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.

**20. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**

**20.1.** 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").

**20.2.** The Contractor certifies that:

**20.2.1.** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

**20.2.2.** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**20.3.** The Contractor also agrees and represents that:

**20.3.1.** It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**20.3.2.** It shall 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 an illegal alien to perform work under the Agreement.

**20.3.3.** It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

**20.3.4.** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

**20.3.5.** If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, 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 illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

**20.3.6.** It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

**20.4.** The Contractor is liable for any violations as provided in the Certification Ordinance. If the 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 the Contractor from submitting bids or proposals for future contracts with the City.

- 21. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.
- 22. 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 (Denver District Court).
- 23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 24. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under the Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 25. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES:** The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.

- 26. COMPLIANCE WITH ALL LAWS:** The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
- 27. LEGAL AUTHORITY:** The 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 the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the 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 the Contractor or the person signing the Agreement to enter into the Agreement.
- 28. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 29. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
- 30. 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.

**31. SURVIVAL OF CERTAIN PROVISIONS:** 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.

**32. ADVERTISING AND PUBLIC DISCLOSURE:** 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 Executive 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 Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**33. CONFIDENTIAL INFORMATION**

**33.1. City Information:** 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.

**33.2. Use and Protection of Proprietary Data or Confidential Information**

**33.2.1.** 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 data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing data, Proprietary Data or 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 disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

**33.2.2.** The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) 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.

**33.2.3.** The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes

industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

**33.3. Employees and Subcontractor:** The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

**33.4. Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and 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 or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. 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.

**33.5. Contractor’s Confidential Information; Open Records:** If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor (“Contractor’s Confidential Information”), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the Contractor concerning the Contractor’s Confidential Information. However, the Contractor understands that all the material provided or produced by the Contractor under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of it’s the Contractor Confidential Information and take necessary legal recourse. 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 against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of the Contractor’s

intervention to protect and assert its claim of privilege against disclosure under this section including, without limitation, prompt reimbursement to the City of all reasonable attorneys' fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

### **34. PROTECTED INFORMATION AND DATA PROTECTION**

**34.1. Compliance with Data Protection Laws:** 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 to the extent applicable, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*, C.R.S., IRS Publication 1075, the Health Information Portability and Accountability Act (HIPAA), the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information, the Colorado Consumer Protection Act, and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, "Data Protection Laws"). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

**34.2. Safeguarding Protected Information:** "Protected Information" means data owned by the City, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City and communicated to Contractor. Protected Information may include, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, *et seq.*, C.R.S. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under

circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S.

**34.3. Data Access and Integrity:** The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under the Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein.

**34.4. Data Retention, Transfer, Litigation Holds, and Destruction:** Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement and the City's request, the Contractor shall take commercially reasonable efforts to securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Contractor regarding the

preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed and upon the City's request, the Contractor shall take commercially reasonable efforts to destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

**34.5. Software and Computing Systems:** At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor's services under this Agreement. The Contractor shall fully comply with all requirements and conditions, if any, associated with the use of City owned software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements or updates consistent with evolving industry standards, and periodic penetration testing.

**34.6. Background Checks:** The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.

**34.7. Subcontractors and Employees:** If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations

under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies, to the extent public facing.

**34.8. Security Breach:** If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data within Contractor's control, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City ("Security Breach"), the Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys' fees, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices, to the extent caused by Contractor's negligence of breach of the Agreement.

**34.9. Request for Additional Protections and Survival:** In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract

Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of the Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.

- 35. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
- 36. 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, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. 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.
- 37. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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 contract personnel being barred from City facilities and from participating in City operations.
- 38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** 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.

**Exhibits**

- Exhibit A - Scope of Work**  
**Exhibit B - Budget**  
**Exhibit C - Certificate of Insurance**

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**Contract Control Number:** SAFTY-202158720-00  
**Contractor Name:** Aramark Correctional Services, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

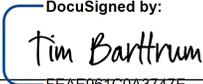
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

SAFTY-202158720-00  
Aramark Correctional Services, LLC

By:  \_\_\_\_\_  
DocuSigned by:  
FEAE961C0A3747E...

Name: Tim Barttrum  
(please print)

Title: President  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## EXHIBIT A

Request for Proposal No. 11052A  
Food Services for City Jails**SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS****B.1 BACKGROUND:**

The Denver Sheriff Department (DSD) has two kitchen facilities, one located at the Denver County Jail, 10500 Smith Road Denver, Colorado 80201, and the second at the Van Cise-Simonet Detention Center located at 490 W Colfax Ave, Denver, CO 80204.

Currently, the Denver County Jail (COJL) has an average daily population of 391 with a rated capacity of 910. There are 300+ employees assigned to the facility; however, a daily average of staff working across all shifts is approximately 135 (Note: Average Daily Population (ADP) listed herein is significantly lower due to COVID-19. Below is an actual average of the ADP in the last seven months of 2019, which will provide an approximate post COVID ADP, which will be closer than the current numbers.)

Currently, the Van Cise-Simonet Detention Center (DDC) has a current average daily population of 942 with a rated capacity of 1500. There are 500+ employees assigned to the facility; however, a daily average of staff working across all shifts is approximately 200. (Note: the ADP listed herein is significantly lower due to COVID-19. Below is an actual average of the ADP in the last seven months of 2019, which will provide an approximate post COVID ADP, which will be closer than the current numbers.)

In 2019, for the period, 5/1- 12/31 the ADP for the DDC was 1221, and the COJL, 645. For the DDC, the DSD Food Service Unit prepared and served an average of 3,663 inmate and approximately 270 staff meals a day. At the COJL, the DSD Food Service Unit prepared and served an average of 1,935 inmate and approximately 145 staff meals a day.

The inmate count includes all medical and religious meals. (See Inmate Meals Section for additional information on medical and religious meals.)

In addition to the aforementioned counts, currently there are approximately 150 sack meals utilized daily at the DDC, and 60 at the COJL.

**B.2 SCOPE OF WORK:**

The Awarded Vendor will:

- Be responsible for all procurement, preparation, serving (Officer's Mess (OM)), and cleaning associated with food service at each facility.
- Supply all labor to provide inmate/staff food services. (See Staffing section regarding the integration of current staff.)
- 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, the Awarded Vendor would be required to comply with the [Denver Food Establishment Regulations](#). This regulation along with other information on compliance requirements for facilities that are located in Denver is located on the Food Safety Program's [webpage](#).
- Provide or acquire services, as required by standards, of a Registered Dietician to fulfill all nutritional needs of inmates.

- Purchase all food and beverage products and manage the inventory.
- 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.
- Deliver high quality food service that can be audited against established nutritional health standards as stated in the above accreditations.
- Operate food service in a cost-effective manner with full reporting to the DSD as applicable.
- Implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.
- 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.

### **B.3 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 10 civilian food steward positions at the COJL, and 8 civilian food steward positions at the DDC. The DSD also currently has 2 Institutional Food Service supervisors, 1 at the COJL and 1 at the DDC, and a Food Service Manager. 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 [local Health Department standards](#) 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 [Executive Order 94](#).

### **B.3.a 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

Request for Proposal No. 11052A  
Food Services for City Jails

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.

### **B.3.b 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.

### **B.4 FACILITY KITCHENS:**

The COJL has a cook-chill kitchen where the food is prepared for use at the facility and chilled (frozen) for transport to the DDC. The DDC has a rethermalization (retherm) kitchen; which prepares a component of warm food for the OM as needed.

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.

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).

### **B.4.a Food Handling**

The Awarded Vendor shall comply with all [Denver Food Establishment Regulations](#), 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>.

**B.4.b 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 the all applicable codes and regulations.

The Awarded Vendor will follow all [Denver Food Establishment Regulations](#) 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.

**B.4.c 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/maintenance costs associated with their own equipment as applicable. Work for installation and replacement/repair/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) Cook Chill 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) Fork lift - Raymond
- (3) Cook chill steam kettle - Cleveland
- (1) Cook chill strainer - Cleveland
- (2) Tumble chillers - Cleveland
- (2) Blast chiller - Cleveland
- (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.

#### **B.5 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.

#### **B.6 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.

*Awarded vendor shall provide a four (4) week menu cycle* 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.

**Currently the DSD utilizes a hot, cold, hot sequence of meals but is interested in creative alternative sequencing ideas.**

##### **B.6.a Inmate Meal Schedule**

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

- **COJL**- Breakfast 0500, Lunch 1000, Dinner 1600
- **DDC**- Breakfast 0500, Lunch 1000, Dinner 1600

##### **B.6.b 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	54	122	
Allergy	6	14	
Vegan	41	24	
Blended	0	1	
Clear Liquid	1	1	
Renal	0	0	
Pregnancy	3	5	Total
Current Total per Meal	120	190	<b>310</b>
Current total per Day	360	570	<b>930</b>

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.

#### **B.7 STAFF MEALS:**

There is one staff dining room 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
- DDC Officer's Mess Operating Hours: 0230 -1000, 1000 - 1930

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.

#### **B.8 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.

#### **B.8.a 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.

#### **B.9 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.

#### **B.10 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.

#### **B.11 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.

#### **B.12 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

#### **B.13 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.

#### **B.14 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](https://denverauditor.org/wp-content/uploads/2019/06/MinWage_overview_flier_2019.pdf)

#### **B.15 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.

#### **B.16 TERM:**

The term of the contract will be from execution through June 30, 2024, with the opportunity for two yearly renewals, not to exceed June 30, 2026.

#### **B.17 PROPOSER QUESTIONS AND REQUIREMENTS:**

**Your proposal must specifically address each of the questions/issues that are listed below.** The quality and detail of your responses will figure significantly in the overall evaluation of your proposal. Proposers are encouraged to give examples and provide additional information to support your compliance on each point. **To standardize the format of all proposals, Proposers are required to respond to all questions in the order given and to list the item number and restate the question prior to giving their answer. Failure to comply with this requirement may result in your proposal being declared non-responsive.**

1. **General Vendor Summary:** Describe in detailed response the following
  - a. Name of Proposing Vendor
    - i. Include headquarters and designated locations.
  - b. How many years has Vendor been in business?
  - c. How many years Vendor has been providing food services to correctional facilities?
  - d. How many employees does vendor employ overall?
  - e. Is Vendor currently in any litigation with any of your clients within the last 5 years?
2. **Project Personnel:** Identify specific personnel that will be assigned to DSD and the role/discipline for each personnel, including number of years of experience in the food industry. Briefly describe why this individual(s) is/are uniquely qualified to be assigned to the DSD. Proposing Vendors may provide resumes for personnel as an appendix for additional information.

3. **References:** Provide at least three but not more than five government correctional entities that Vendor has provided food services for in the last five years. With this information, list the following items:
  - a. Name of governmental correctional entity, including current contact information
  - b. Description of service provided to each entity.
    - i. The average number of meals provided daily, indicating how many are regular and special diet meals.
  - c. Length of service that was provided or will be provided (for current contracts) to each stated governmental correctional entity.
4. **Process Approach and Understanding – Kitchen Facilities** - How will service be provided to the City. Provide a summary for each of the following and how Vendor will perform each point.
  - a. Provide solutions to the transport of meals between the City's facilities.
  - b. Provide solution on how Vendor would utilize the cook-chill process to accomplish the scope.
  - c. Provide examples of how Vendor may or may not use the bakery area.
  - d. Provide examples of how Vendor will comply with the food handling and sanitation requirements.
5. **Process Approach and Understanding - Staffing**
  - a. Provide a staffing plan that details how the current food steward positions will be integrated with the Awarded Vendor's Staff to execute all requirements of the kitchen operation also include the staffing plan which details the shifts and hours of operation, and a complete job description for all positions and assignments.
  - b. Describe how you would utilize inmate workers if in the future the City decides to assign inmate workers to the food services program.
  - c. State the pay and benefits that Vendor's Staff assigned to this contract will have.
    - i. What programs does the vendor have to help retain staff?
  - d. Confirm that Vendor's Staff will follow the rules outlined in Executive Order 94.
6. **Process and Approach – General**
  - a. Provide a serving solution to align the meal period at both facilities.
  - b. Provide creative ideas of how Vendor would manage and operate DSD staff dining area, to include potential micro-market, or other approaches.
  - c. Provide creative ideas for recycling and composting and an approach to ensure all the waste ends up in the correct receptacle.
  - d. Confirm that Vendor will comply with the Security requirements outlined in this Scope of Work.
  - e. Describe if vendor will bring in own equipment to be used in the office, or if work will be done off-site.
7. **Inmate Menus:** Vendor will submit sample inmate menus for a 4-week cycle period .
  - a. Menus submitted in the proposal must include clearly defined descriptions of food items. The menu shall be planned with products and recipes with proven inmate acceptability.
  - b. Vendor shall include in the proposal a method to monitor inmate preferences and to make acceptability adjustments.
  - c. Sample menus will be for regular meals.
  - d. Vendor will also submit 1-week sample meals for Kosher meals.
    - i. Provide creative ideas in the proposal of how a vendor would manage the special diets.

8. **Staff Menus:** Vendor will submit sample staff menus for a 4-week cycle period.

- a. Sample menus will be for regular meals.
- b. Vendor will also submit a sample menu for Christmas.

9. **Food Sourcing**

- a. Describe how vendor will help the City reach its goal for 25% of food purchased be sourced through its supply change from sources that are grown or processed entirely within Colorado by 2030.
- b. Describe how vendor will help the City to meet the requirements for the GFPP. If vendor cannot meet a goal in a particular area, vendor must explain the obstacles/barriers in preventing meeting the goal.

10. **Transition:**

- a. Provide a transition process for when the contract expires, and your company is not re-awarded.
  - i. Explain how a transition from your company to a new company would be carried out to everyone's satisfaction and least impactful to the City's food service operation.
    1. What will happen to onsite groceries, dairy products, supplies, equipment, office equipment, and other operational items?
  - ii. City and County of Denver has [Executive Order 136](#), Non-Displacement of Qualified Workers under City Service Contracts. Explain your company's strategy in relation to Executive Order 136.

11. **Vendor Performance Management:**

- a. Propose as part of vendor's response specific performance measures that may be used to develop a vendor performance management report card. Also provide any other data, criterion or methods that would be effective in measuring vendor performance over the life of this contract.

12. **Closing Statement:** Provide any additional information you would like the City to consider:

- a. How will Vendor meet or exceed expectations with regards to the Scope of Work that has been stated in all of Section B? Address each section individually.
  - i. Include all additional information surrounding Vendor's capabilities that may have not already stated from above questions.
  - ii. Scope of Work affirmation/ modification/ exception
    1. Please respond to one or more of the following:
      - a. The vendor has **no** exceptions to the City's scope of work
      - b. The vendor has proposed modifications to the City's scope of work
      - c. The vendor has exceptions to the City's scope of work
- b. Provide a response as to Vendor's understanding of what the City is seeking from an awarded Vendor and why the City should choose Vendor, and what sets Vendor apart from the market. Be detailed.
- c. Provide any value-added goods are services that City might be interested in. Be detailed.

**EXHIBIT B**Request for Proposal No. 11052A  
Food Services for City Jails**C.4 PROPOSAL ITEMS: FULL INMATE LABOR**

<b>Meals</b>	<b>Unit Cost</b>	<b>Estimated Number of Meals Per Year</b>	<b>Total</b>
Regular Meals	\$ 1.623	1,096,095	\$ 1,778,962.19
Special Diets Meals	\$ 1.623	146,730	\$ 238,142.79
Kosher Meals	\$ 1.623*	192,720	\$ 312,784.56*
Sack Meals	\$ 1.623	76,650	\$ 124,402.95
<u>Staff Meals</u>	<u>\$ 4.00</u>	<u>151,475</u>	605,900.00
<b>Total</b>			<b>\$ 3,060,192.49</b>

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.

Please note that the pricing in the tables is based on the total estimated meals. These calculate as an average inmate population of 1380; therefore, the price in both tables is based on our proposed 1300 to 1399 price in the sliding scales.

\*Kosher meal pricing is based on the answers to the questions which allows the provider to utilize a lacto-ovo vegetarian meal for the religious diets.

If pre-packaged meals are required, the price for those meals will be \$3.75 a meal.

<b>Sliding Scale for Full Inmate Labor Model</b>		
<b>Population</b>	<b>Inmate Meals</b>	<b>Inmate Price</b>
500 - 599	547,500	\$2.843
600 - 699	657,000	\$2.513
700 - 799	766,500	\$2.277
800 - 899	876,000	\$2.100
900 - 999	985,500	\$1.962
1,000 - 1,099	1,095,000	\$1.852
1,100 - 1,199	1,204,500	\$1.762
1,200 - 1,299	1,314,000	\$1.687
1,300 - 1,399	1,423,500	\$1.623
1,400 - 1,499	1,533,000	\$1.569
1,500 - 1,599	1,642,500	\$1.521
1,600 - 1,699	1,752,000	\$1.480
1,700 - 1,799	1,861,500	\$1.444
1,800 - 1,899	1,971,000	\$1.411
1,900 - 1,999	2,080,500	\$1.382
2,000 - 2,099	2,190,000	\$1.356

**C.4 PROPOSAL ITEMS: ALL CIVILIAN LABOR**

Meals	Unit Cost	Estimated Number of Meals Per Year	Total
Regular Meals	\$ 2.038	1,096,095	\$ 2,233,841.61
Special Diets Meals	\$ 2.038	146,730	\$ 299,035.74
Kosher Meals	\$ 2.038*	192,720	\$ 392,763.36*
Sack Meals	\$ 2.038	76,650	\$ 156,212.70
<u>Staff Meals</u>	<u>\$ 4.00</u>	<u>151,475</u>	605,900.00
<b>Total</b>			<b>\$ 3,687,753.41</b>

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.

Please note that the pricing in the tables is based on the total estimated meals. These calculate as an average inmate population of 1380; therefore, the price in both tables is based on our proposed 1300 to 1399 price in the sliding scales.

\*Kosher meal pricing is based on the answers to the questions which allows the provider to utilize a lacto-ovo vegetarian meal for the religious diets.

If pre-packaged meals are required, the price for those meals will be \$3.75 a meal.

Sliding Scale for All Civilian Labor Model		
Population	Inmate Meals	Inmate Price
500 - 599	547,500	\$3.898
600 - 699	657,000	\$3.395
700 - 799	766,500	\$3.035
800 - 899	876,000	\$2.765
900 - 999	985,500	\$2.555
1,000 - 1,099	1,095,000	\$2.387
1,100 - 1,199	1,204,500	\$2.249
1,200 - 1,299	1,314,000	\$2.135
1,300 - 1,399	1,423,500	\$2.038
1,400 - 1,499	1,533,000	\$1.955
1,500 - 1,599	1,642,500	\$1.883
1,600 - 1,699	1,752,000	\$1.820
1,700 - 1,799	1,861,500	\$1.764
1,800 - 1,899	1,971,000	\$1.715
1,900 - 1,999	2,080,500	\$1.671
2,000 - 2,099	2,190,000	\$1.631



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
05/03/2021

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

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

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Aramark Correctional Services, LLC Aramark Services, Inc. Its Divisions & Subsidiaries Global Risk Management, 6th Floor 2400 Market Street Philadelphia, PA 19103	<b>INSURER A:</b> ACE American Insurance Company	<b>NAIC #</b> 22667
	<b>INSURER B:</b> Indemnity Insurance Company of North Ameri	<b>NAIC #</b> 43575
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: W20862968** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Liquor Liability</b> <input checked="" type="checkbox"/> <b>Vendors Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G71447753	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ Unlimited PRODUCTS - COMP/OP AGG \$ Unlimited
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25305954	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WLR C67459568	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General Liability and Auto Liability policies are non-cancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability. Self-Insured for Auto Physical Damage.

<b>CERTIFICATE HOLDER</b>  City and County of Denver Corrections	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  