

**SANTA FE COUNTY  
SERVICES AGREEMENT  
WITH COMPASS GROUP USA, INC. (d/b/a CANTEEN CORRECTIONAL SERVICES)  
TO PROVIDE FOOD SERVICES AND COMMISSARY OPERATIONS AT THE  
COUNTY CORRECTIONS DEPARTMENT**

**THIS AGREEMENT** is made and entered into this 31<sup>st</sup> day of August, 2010 by and between Santa Fe County, hereinafter referred to as "the County", and Compass Group USA, Inc. (d/b/a Canteen Correctional Services), a Delaware corporation with a principal address located at 2400 Yorkmont Road, Charlotte, NC 28217, hereinafter referred to as "the Contractor".

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2010-03388-CORR/TRV, for the provision of the professional services; and

**WHEREAS**, based upon the evaluation criteria established within the request for proposals for the purposes of determining the most qualified Offeror, the County has determined Contractor as the most responsive and highest rated Offeror; and

**WHEREAS**, the County desires to engage the Contractor to provide food services and commissary operations for Santa Fe County, and the Contractor is willing to render such services; and

**WHEREAS**, the County requires these services and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1. SCOPE OF WORK**

The Contractor shall:

A. Prepare meals for the Youth Development Program ("YDP") in the Adult Detention Facility ("ADF") for each meal service. The bulk product will be placed in insulated transport boxes and then delivered to the YDP by Canteen staff. Once at the YDP, Contractor shall take temperatures of bulk product to ensure it has maintained proper temperatures and take corrective action in necessary to re-heat or cool down those items that are not within proper temperature. Items will then be placed in the serving line awaiting service. Contractor will cook grilled items off the menu at YDP in order to provide a quality "right off the grill" product. At the appropriate time designated by YDP, contractor staff will portion from a hot and cold service line cafeteria style as the detainee comes through the serving line. Once meal service is completed at YDP, the service line shall be cleaned and sanitized. All trays and meal service items shall be returned to the kitchen for cleaning and sanitizing to be ready for the next meal service. A "clean as you go" philosophy shall be utilized in the kitchen. All meal services are documented according to how many meals, portion sizes, temperatures, meal

substitutions if any, and kept on file. After each meal, Contractor staff will return to ADF to repeat this process for all three meals daily. Contractor will coordinate all activities in coordination and collaboration with on-site County detention staff.

B. Management of food service: Management of food services shall include the following:

- a) Purchasing;
- b) Receiving;
- c) Food Storage;
- d) Sanitation;
- e) Menu Planning;
- f) Training and management of kitchen staff and inmates assigned to the kitchen facility (if permitted by the County);
- g) Record keeping and accountability;
- h) Commissary inventory and operations, to include management of phone card sales.

C. Contractor agrees to pay all federal, state, and local taxes, which may be assessed against the Contractor's equipment or merchandise while in or upon the Premises.

D. Comply with all applicable federal, state, and local governments' regulations pertaining to food services, health and correctional institutions. Contractor shall possess all necessary licenses, permits, and food handler's cards required by law, and shall post such permit in a prominent place at each facility as required by law.

E. Maintain a "satisfactory" rating from the Health Department at all times. In the event that conditional or unsatisfactory inspection ratings are imposed the contractor will take immediate action to correct any and all violations. The contractor will remain responsible for providing all aspects of the dietary service at its sole expense as outlined in the specifications from alternative sources complying with all Health Department requirements. In the event that a "conditional" or "unsatisfactory" rating is imposed due to any act or omission by the Contractor, its officers, agent or employees, the County reserves the right not to pay for meals served while the conditional or unsatisfactory ratings are in place and to otherwise provide for meals at the Contractor's expense until the problem is corrected.

F. Follow all security requirements established by the County.

G. Staffing requirements:

- a) Provide necessary staff to prepare and serve food and perform all duties to ensure acceptable sanitation and cleanliness. Contractor shall operate the food service programs to accomplish the tasks contained herein, utilizing inmate workers to supplement contractual staff and reduce costs. Management of inmate workers will be coordinated with the Facility Manager;
- b) Contractor's food service manager shall have a dietician available (at its own expense) to calculate medical diets ordered. All meals served shall be from dietician pre-approved menus. The County will not pay for meals that are not approved by the Facility Administrator;
- c) Hire all employees necessary for the performance of this Agreement. All

persons employed by the contractor shall be the employees of the Contractor and not the County. The contractor, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, natural origin, or age, in violation of federal, state or local laws;

d) The County may provide inmate workers to help in the kitchen and will work with the Contractor or his designated representatives prior to the startup of services to determine the number of inmates required. Inmates may be assigned duties in the food service operation that may include sanitation, food preparation and production and storeroom function. However, for security reasons, the Contractor shall produce and provide all non-inmate meals under the contract without the use of inmate labor for the ADF only;

e) Provide inmate workers, at ADF, with adequate and clean uniforms and shoes necessary to perform work within the kitchen area;

f) Ensure that all staff hired to support the contract will be subject to health examinations as proper federal, state, and local authority may require in connection with their employment. A copy of the examination results shall be placed in the employee's personnel files and will be available for inspection by the County;

g) Background checks shall be required for Contractor's on-site management and staff members. The background checks, as permitted by law, shall be conducted by the County with all necessary authorizations provided by the Contractor and the prospective employee and will include at a minimum the following screening; i) employment check, ii) driving records, and; iii) criminal background screening;

h) Initiate a comprehensive training program for all current employees to include food safety and handling, emergency procedures, and inmate interaction and safety training;

i) Provide the County an employee list by title and job function and maintain the appropriate staffing levels required for the efficient operation of the food service program. The staffing levels required shall be coordinated with the Facility Administrator or his designee working the Contractor's designated representative to determine the numbers and types required for efficient operations;

j) Provide qualified and professional staff to manage the complete operation of food services at each facility for which a proposal is submitted. The Contractor shall provide sufficient staff to provide food service and supervise residents assigned to assist in preparation of meals. Failure to comply with this requirement will result in forfeiture of the meal's cost to the facility;

k) Provide adequate management and supervision of all shifts (two shifts per day), seven days per week, 365 days per year (366 days per year during a Leap Year), on a schedule to be approved by the County;

l) Contractor's Food Service Manager shall be on duty each day, and shall be on-call twenty-four (24) hours per day. The Food Service Manager shall provide administrative backup for on-duty Contractor staff and be available for contract by the County officials;

m) Operate as an independent contractor in a cost effective manner with reporting and accountability to the Facility Administrator or his designee;

n) Comply with applicable federal, state and local laws and regulations pertaining to wages, workman's compensation, and hours of employment;

o) Contractor's Food Service Manager shall maintain a cooperative and collaborative relationship with the Facility Administrator and staff.

- H. YDP requirements for meals served daily:
- a) Provide menus for the Facility Administrator's approval two weeks prior to the services being rendered. Any deviation from published menus will require the approval of the Facility Administrator or his designee at least twenty-four hours prior to the change. Menus shall be based upon the recommendations of the Food & Nutritional Board National Research Council;
  - b) Provide and serve breakfast, lunch, and dinner of comparable nutritional value and quantity, as required by the New Mexico Children Youth & Family Department (CYFD) requirements for participation in the Child and Adult Care Food Program (NMAC 8.2.2.1, and NMAC 2.2.2, 110-30-01);
  - c) Provide evening snacks to the detainees that meet nutritional guidelines set forth in the Residential Child Care institutions ("RCCI") Food Services Manual. The Allowances in Table I (pages 15-16) depict the recommended daily allowances to maintain good nutrition in essentially all healthy persons;
  - d) Produce high quality food service that meets or exceeds the standards of the American Correctional Association (ACA), the State of New Mexico Department of Corrections Food Service Manual, most current addition, and the national Commission on Correctional Health Care. Contractor shall provide wholesome healthy meals with a caloric content of 2800 calories per day. Portion sizes shall meet requirements of the County.
- I. ADF requirements for meals served daily:
- a) Provide and serve breakfast, lunch, and dinner, of comparable nutritional value and quantity, as required by the American Correctional Association ("ACA"), the State of New Mexico Department of Corrections Food Service Manual, most current edition, and the National Commission on Correctional Health Care, Bureau of Prisons ("BOP");
  - b) Ensure that all menus and special diets meet the standards for adult holding and detention facilities as established by the ACA. All menus will be approved, prior to service, by a registered dietitian provided by the Contractor. All meals served will be in compliance with the most current Recommended Daily Allowance for a referenced (average) adult meal as established by the National Academy of Sciences;
  - c) Provide wholesome, health meals with caloric content of 3200 calories per day. Portion sizes shall meet the requirements of the County;
  - d) Provide a monthly detailed listing of additional food or beverage service and "spirit lifter meals" provided to eh County, which should be provided at no additional cost to the County and that are in addition to the adult inmate meals and staff/visitor meals.
- J. Days and hours of operation for both facilities: Contractor shall provide a total of three meals per day at times specified by the Facilities Administrator. Meals provided shall be: i) breakfast served at approximately 5:00 a.m. through 6:30 a.m. (the breakfast meal shall serve as dinner for detention officers on the night or graveyard shift); ii) lunch served at approximately 11:00 a.m. through 12:30 a.m., iii) dinner served at approximately 4:00 p.m. and 5:30 p.m., and iv) evening snack served at approximately 7:00 p.m. through 7:30 p.m. Not more than fifteen percent (15%) of meals served shall include sandwiches. Contractor must provide to the County Finance Department documentation of all staff and visitor meals.

- K. Training shall include the following:
- a) Contractor's on-site staff shall be trained regarding the policies and procedures, rules and regulations of both the YDP and the ADF facilities;
  - b) Contactor shall distribute a written job description to each member of the contractor's on-site staff that clearly delineates his or her assigned responsibilities. The Contractor shall provide a copy of the job descriptions to the Facility Administrators for each facility;
  - c) All staff provided by Contractor shall be required to attend a Santa Fe county facility orientation program, at mutually agreed upon times so as to not disrupt the food services operation;
  - d) Provide at its expense on an annual basis, complete health educational training for food service laborers. The Training shall include, but is not limited to, food safety and handling, emergency procedures, inmate interaction and safety, bacterial contamination, chemicals, insects, rodents and parasites, proper sanitation procedures and relevant laws. The Contractor's on-site staff member's personnel files will contain past and current raining records for the time that they are assigned to the County Detention Facilities.
- L. Equipment:
- a) At each facility the County shall provide, install, maintain, repair, and permit the Contractor to use existing capital equipment and kitchen appliances that are County owned. The Contractor shall take reasonable measures to assure the County that the equipment is being property used and maintained. Contractor shall be responsible for repair of damaged equipment due to negligence of its staff. Contractor shall notify the jail administration of any equipment that requires preventative maintenance, repair or replacement. Contractor shall report to the County any repairs needed, malfunction, missing parts, missing items of the kitchen appliances and equipment inventories. Contractor shall reimburse the County for any lost, missing or damaged appliances and equipment under its custody or control;
  - b) The County shall supply all utilities relating to operation of the food service area. The Contractor will direct efforts at conserving utilities whenever possible. The food storage warehouse is located outside and apart from the kitchen facility;
  - c) In the case of a natural disaster or other catastrophic event where the kitchen facilities are not available, the Contractor shall have the capability to furnish and operate a temporary kitchen that is capable of handling a volume of 600 adults and up to 63 juveniles;
  - d) Furnish all supplies, commodities, and equipment not supplied by the County, but that are necessary for the efficient and sanitary operation and provision of the services specified. This shall include all cleaning and paper supplies. If disposable utensil, plates, cups, etc. are used, they are to be biodegradable or able to be recycled or reused. Polystyrene shall not be used;
  - e) Purchase and pay for all food products, consumable supply inventory, kitchen cleaning products, including but not limited to mops, broom, squeegees etc., food preparation utensils and small appliances, including, but not limited to, cups, spatulas, knives, blenders, slicers, mixers and toasters. The products purchased or used in the food service facilities will remain the property of the Contractor. Items must be identified and noted on an inventory schedule as approved by the Jail Administrator.

Contractor employees will be responsible for the security and control of County issued keys and work tools. Tools such as knives, peelers, etc. will be kept in a lockable area when not in use. Recorded inventory control procedures shall be maintained on all such items.

M. Maintenance:

- a) Contractor shall obey all federal, state, and local laws and ordinances regarding health, sanitation and safety. The contractor shall keep all areas allocated for their use in a state of cleanliness that meets with the satisfaction of the state health regulations, County Health department and any other inspector and County assigns;
- b) Be responsible for daily cleaning and housekeeping in the food preparation service, receiving and storage areas, and the removal of trash and garbage from the designated food service area, and will, on a continuing basis, maintain high standards of sanitation policy and procedure. Contractor will be responsible for cleanliness and maintenance of the loading dock and kitchen vestibule area;
- c) Be responsible for the use and sanitation of the trash compactor and its immediate area. The contractor will report any discrepancies or problems with trash compactor or any other areas that he County should be made aware of. The County will upkeep and provide preventative maintenance of the trash compactor;
- d) The county will oversee the provision of janitorial services under a separate services contract outside the areas not included above. The County will be responsible for extermination services. The Contractor will be responsible to assist the County by maintaining the cleanliness of the food preparation service receiving the storage areas;
- e) Be responsible for providing paper and cleaning supplies for the food service program. Contractor shall be responsible for the paper storage end control of those items to prevent any theft, damage, infestation or other loss. All office supplies necessary for the Contractor shall be provided by the Contractor except those forms required by the institution.

N. Commissary service requirements:

- a) Manage the County's Detention Centers Commissary Operations in a professional manner;
- b) Comply with all federal, state and local laws and regulations governing the management of a commissary;
- c) Hire an on-site Commissary Director necessary for the performance of this Agreement. Contractor agrees that no employees of the County will be hired by the Contractor without permission of the County for a period of six months after the termination of their employment with the county. The Contractor, in performing work required by this Agreement shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age, in violation of the federal state and local laws;
- d) Commissary orders will be delivered at least once per week. Contractor's personnel will deliver bagged orders to each inmate per an agreed upon schedule and in accordance with County's security requirements;
- e) Commissary products must be approved by the Facility Administrator or his designee. Products will include small food items, supplies, personal care items, and pre-paid phone cards. Glass or metal containers are not permitted;
- f) Pre-paid phone cards shall be purchased by Contractor directly from the best

available source with the approval of the Facility Administrator. Units are sold to inmates at face value plus an agreed upon handling fee;

g) Commissary items will be available for purchase by inmates housed at both the ADF and the YDP. Orders for YDP residents will be placed by YDP administrative staff directly with contractor. Contractor will process the order and enter it into the YDP Commissary account in the County Jail Management software and deliver it to YDP administrative staff. Contractor will provide YDP with the total dollar amount of the processed order. YDP staff will verify the accuracy of items received and reconcile any discrepancies in the order with Contractor. Commissary items may be purchased for the benefit of ADF and YDP inmates only;

h) Product prices (inmate prices) must be approved by the Facility Administrator or his designee, prior to the inclusion in the Jail Management ("JM") inventory system. Contractor will provide an initial price listing of the commissary items to be offered to inmates, to the Facility Administrator. The listing should detail the Contractor's cost of each item, inclusive of GRT, and the sales markup on each item. Inmate prices will be comparable with prices charged at other detention centers and correctional institutions operating in New Mexico. Any item additions, or changes to inmate prices, must also be approved. Proposed price changes, or additions of new items to the initial inventory, shall be documented by the Contractor, per the Facility Administrator's specifications when submitted for approval. Documentation of the approved price change, or item addition, shall be forwarded to designated Santa Fe County Finance staff to be used for auditing purposes. Inmate price changes, and item additions, shall only be entered into the JM inventory software on the 1<sup>st</sup> day of any month, prior to processing of any inmate orders on that day. If, for any reason, a change or addition is processed on a day other than the 1<sup>st</sup> day of the month, County Finance staff shall be notified;

i) All food products must be properly labeled. Only fresh and legal products may be sold. Items found to be defective or not meeting specifications will be picked up and replaced by Contractor;

j) The County will provide Contractor with necessary space at the ADF for the operation of the Commissary and reasonable security for the Contractor's personnel;

k) Inmate accounts, against which commissary purchases are charged, are maintained by the facility in the JM software. Contractor will be required to use this computer software to record inmate commissary purchases. Contractor's staff will be trained in the proper use of the JM software for entering of commissary orders. Contractor's staff will be given access to, and training in how to produce reports related to commissary functions;

l) All security policies and procedures established for ADF will be strictly followed. The County reserves the right to enforce existing security policies or establish new policies as necessary to maintain the safe operation of the detention facility. Security policies include a requirement that the Sheriff must conduct background checks on all commissary personnel prior to granting them access to the County's detention facilities;

O. Student Nutrition Program Requirements:

a) Assist the County to implement and administer the following programs authorized by the Child Nutrition Act of the United States Department of Agriculture; i) National School Lunch Program (NSLP); ii) National School

Breakfast Program (NSBP); iii) Special Milk Program (SMP), and; iv) After School Snack.

- P. Food requirements for both ADF and YDP:
- a) The price per meal charged shall be determined by multiplying the actual meals served each day times the contract price for that number of meals according to the accepted pricing schedule;
  - b) Specifications For all Raw Food: Ensure that all raw food used for meals shall meet the following specifications; i) 100% Beef, Veal, Lamb – U.S.D.A. Inspected; ii) Poultry – U.S.D.A. Grade A No.1, iii) Eggs and Dairy Products – U.S.D.A. Grade A; iv) Frozen Foods - U.S.D.A. Grade A; v) Milk – 2% or Low Fat, and; vi) ground meat shall contain no more than six percent (6%) dry soy;
  - c) Provide a minimum recommended daily allowance (RDA) and caloric content requirements for the adult and juvenile residents;
  - d) Each meal must have a dietician's written certification and the Detention Center's approval prior to being served;
  - e) The lunch meal shall not be constant daily repetition of sandwiches. When served, sandwiches shall have ample filling, with mayonnaise spread or other dressing on bread and not be prepared so far in advance of serving that the bread dries out;
  - f) Serve a balanced diet. Menus shall meet or exceed the applicable diet by standards for adult inmates and detainees and juvenile residents or by nutritional and caloric contents as established by the Food and Nutrition Board (FNB);
  - g) The County reserves the right to request that menus be varied if too repetitious, that seasoning of food in cooking be altered, if necessary, and that other items be altered which may be causing problems. The requests shall not cause an increase in the contractor's cost per meal;
  - h) Due to a mix of ethnic origin, primarily Anglo, Native American, and Mexican-American, Contractor shall plan to develop menus to meet the unique ethnic balance of inmates;
  - i) Food shall be visibly pleasing complete with condiments (dressing, sugar, salt, pepper, ketchup, or mustard where indicated). Food temperatures as required by the Student Nutrition Authority shall be maintained for all meals prepared at the Youth Development Program. Santa Fe County will reject any meal(s) that do not comply with this standard;
  - j) Provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications;
  - k) Prepare and provide sack (bag) lunches for residents, who are in court or on work detail. The sack (bag) lunch shall consist of two (2) sandwiches containing a minimum of 3 oz. of meat equivalent, a piece of fruit, a dessert, one (1) package of potato chips or other similar item, and a beverage. Contractor shall vary the type of meat and other similar items in the sandwiches to avoid repetition;
  - l) Prepare and provide sack (bag) lunches for facility personnel who are on assignment outside of the facility and unable to return to the facility for a staff meal. The sack (bag) lunch shall consist of 3 oz. meat equivalent, 4 bread, 1 snack item, 2 condiments, 1 fresh fruit, dessert, 8 oz. beverage (bulk, carton, of milk). Contractor shall vary the type of meat and other similar items in the sandwiches to avoid repetition;

m) Provide special meals (spirit lifters) on holidays. All such meals shall be provided at contract rates. A minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal to be scheduled at the discretion of the Facility Administrator;

n) Provide catered meals for special events as designated by the Santa Fe County Corrections Department with not less than seventy-two (72) hours notice;

o) Sample of RDA:

**TABLE I  
RECOMMENDED DAILY ALLOWANCES**

Calories	2,000	Pantothenic Acid	10mg
Protein	42 g	Zinc	15mg
Vitamin A	5,000 IU	Iodine	150µg
Vitamin D	400	Vitamins E	30mg
Vitamin C	60 mg	Vitamin B12	6.0µg
Folate	400 mg	Niacin (B3)	20 mg
Riboflavin	1.7 mg	Copper	2.0 mg
Thiamin (B1)	1.5 mg	Manganese	2.0 mg
Pyridoxine (B6)	2.0 mg	Selenium	70 µg
Vitamin K	80 µg	Chromium	120 µg
Calcium	1000 mg	Phosphorus	1000 mg
Iron	18 mg	Magnesium	400 mg
Biotin	300 µg	Molybdenum	75 µg
Chloride	3400 mg		

p) All meals shall include but not be limited to the following daily minimum within each Basic Group to supply the essential nutrients listed in Table I;

Group I: (Four or more servings daily of any combination of the following):

- Cereals (1/2 cup cooked or 3/4 cup dry)
- Potatoes or other starches (1cup or 1 unit)
- Enriched or whole grain bread (1 slice)

Group II: (Two or more servings daily of any combination of the following cooked edible portion):

- Meat (3 ounces)
- Poultry (3 ounces)
- Fish (3 ounces or 1/2 cup)
- Egg (2 units or at least 3 eggs per week)
- Peanut Butter (4 tablespoons)
- Cheese (2 ounces)
- Cottage Cheese (1/2 cup)
- Cold Cuts (2 slices)

Group III: (Two serving daily from the following):

- Fruits: May vary from canned to fresh with the fresh variety being

served at least four times weekly.

- 1 unit or ½ cup of fruit, tomato or other rich source of Vitamin C
- 1 unit or ½ cup or other fruit, dried fruit may be substituted
- Vegetables: May be canned or fresh.
- 1 unit or ½ cup of leafy green or yellow vegetables
- 1 unit or ½ cup of other vegetables

Group IV: (The equivalent of 2 or more cups of milk daily)

- Milk – whole or skimmed
- Cheese – may be substituted for milk (1/6 pound of cheese equals 2 cups of milk)

Group V: (To provide additional calories to meet RDA)

- Fortified margarine
- Salad dressings
- Simple desserts: custard pudding, jello, etc;

q) Surplus Commodities must be used at ADF and YDP. Contractor shall refund to the County the fair market value of all commodities used in preparation of meals. Payment by the Contractor will be in the form of a credit against the Contractor's charge for services provided. The billing to the Contractor for the commodities used will be processed by the County. The Contractor shall determine the use of commodities for meal preparation. The above stated requirements are in addition to all existing U.S.D.A. and Food Distribution Program's policies and regulations, including the right of site inspection.

Q. Serving Meals:

- a) Supply reusable sporks for inmates and flatware for staff and all other such supplies needed for the serving of meals to the residents and staff at the premises. The County shall be responsible to provide food trays and styrofoam cups (if necessary);
- b) Provide suggested methods of transportation of food trays from the kitchen to the facility, in a timely manner. Methods may include the current method of transportation being used or more creative and efficient alternatives;
- c) Provide a method of determining ways to delineate special diet meals for residents and staff. Meals shall be marked with clear and obvious markings so that the person taking the meal shall know that his/her special dietary needs are being fulfilled;
- d) Food shall be served at a minimum of 140 degrees (Fahrenheit) for hot foods and a maximum of 40 degrees (Fahrenheit) for cold foods;
- e) Be responsible for determining the appropriate number of meals to be prepared. Contractor shall provide sufficient meals for all residents, staff and guests approved by Santa Fe County who wish to eat according to the approved menu schedule;
- f) Serve the approved menu. Failure to serve the approved menu is very disruptive to the operations of the facility and as a result, running out of the approved menu items will not be accepted. If Contractor runs out of the approved menu items, a suitable and legal substitution must be approved by the Facility Administrator (or

designee);

R. After meal clean-up:

- a) After meals are concluded, Contractor shall remove all food carts, trays, dishes and utensils from the staff serving area and return them to the kitchen, or properly store them at the serving areas;
- b) Clean the kitchen, staff dining room and food areas that are not an integral part of the living units. Resident trustee laborers on each appropriate floor shall clean pantries following the serving of each meal;
- c) All pots, pans, dishes, utensils and flatware are to be washed at a temperature of 140 degrees (Fahrenheit) to 160 degrees (Fahrenheit). Final rinse temperature is to be 180 degrees (Fahrenheit) or a sanitizing agent is to be used;
- d) All meal trays, work areas, work tables, sinks, stoves, ovens and mixers must be washed, scrubbed and sanitized after each shift usage;
- e) Remove trash and garbage from units, pantries and all other areas served by the Contractor within one (1) hour after completion of food service. The Contractor shall remove all trash and garbage to the facility trash site, store in impervious containers, and the trash site cleaned. The County will be responsible for actual removal of all trash and garbage from the facility trash site;

S. Required record keeping:

- a) Maintain, for both facilities, the following records that shall be made available upon request to the County, and prepare the actual reports required by other agencies:
  - A current staff chart and work schedule for all employees;
  - A complete job description, in writing, for all positions and resident assignments;
  - Records of all staff and residents to include days worked and absences. This report shall be prepared daily by 8:00 a.m.;
  - Daily records documenting the testing of serving areas, foods, temperatures of foods, refrigeration and food service, and sanitation and any other records necessary to meet health care standards;
  - Maintain for twenty-four (24) hours a sample meal of each meal served;
  - Resident worker evaluation forms as detailed in the specifications;
  - Security and incident reports;
  - All forms used by the Santa Fe County Adult Detention Facility and the Santa Fe County Youth Development Program will be completed and returned within twenty-four (24) hours of occurrence.

T. Information Systems Technologies:

In connection with the services being provided hereunder, Contractor may need to operate certain information technology systems not owned by Santa Fe County (Non-Santa Fe County Systems), which may need to interface with or connect to Santa Fe County's networks, internet access, or information technology systems (Santa Fe County Systems). If determined necessary by Santa Fe County, and if not imposing additional costs on Santa Fe County, Contractor shall be allowed such access. Contractor shall be responsible for all Non-Santa Fe County Systems, and

Santa Fe County shall be solely responsible for Santa Fe County Systems. Each party shall take the necessary security and privacy protection measures determined necessary by Santa Fe County as are reasonable under the circumstances. If Contractor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Contractor will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (Data Protection Rules).

U. Optional services:

Contractor shall maintain the option provided in its bid for installation and operation of kiosk devices that are compatible or can interface with the JM software. The County may elect to have Contractor install Kiosks at any time during the life of this contract. An amendment to this Agreement shall be executed to memorialize the election to install Kiosks. In the event the Kiosks are not retained after installation for the duration of this Agreement, Contractor shall be entitled to remove the Kiosks provided such removal does not damage County facilities. Each Kiosk should provide the following:

**Kiosk**

Kiosks will be installed in the following locations at the Santa Fe County Adult Detention Center:

- Building A – all four units
  - Building B – all four units
  - Building C – all four units
  - Building D – all four units
  - Main lobby entrance
  - Booking
  - Medical
- b) Kiosks must interface with the JM software;
- c) If additional cabling is required the installation and cost shall be the sole responsibility of the Contractor;
- d) Kiosks must have the capability to display to the user all facility Inmate Rules and Regulations;
- e) All hardware, software, maintenance and replacement of any and all parts of the Kiosk system will be the sole responsibility of the Contractor (at no cost to Santa Fe County);
- f) Inmates must be able to place Commissary orders and check account balances on the Kiosk system;
- g) Any damage to the kiosks, whether inmate or public caused, intentional or unintentional, will be repaired in a timely manner by the Contractor at no cost to Santa Fe County;
- h) On-line commissary should include:
- i) Any web-based Commissary program shall be capable of selling all approved products for the Santa Fe County Detention Center;
  - ii) All items available for purchase through the on-line system must be approved by the County Facility Administrator;

- iii) Contractor shall absorb all fees associated with on-line payment via credit or debit cards;
- iv) All on-line transactions are solely between the Contractor and the outside consumer. Neither the County, nor its JM software will be involved in any on-line transactions. All proceeds from on-line sales are to be remitted directly to Contractor. On-line sales are not subject to the rebate of and should not be included in commissary sales invoiced to Santa Fe County.

## 2. COMPENSATION AND INVOICING

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

In no event shall the total compensation paid to Contractor by County under this Agreement exceed \$758,000.00 for each year of service (\$150,000 per year for YDP and \$608,000.00 per year for ADF) together with compensation modifications based on the annual consumer price index for food away from home, the process for which is set forth in subsection (E) below. The County shall pay Contractor at the following cost schedules "Exhibit A" and Exhibit B" attached hereto, with an annual adjustment as set forth in subsection (E) below.

- B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought.

The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.
- E. Annual price adjustments shall be calculated utilizing the consumer price index (CPI) for food away from home. The adjustment shall be based on the reported annual increase or decrease in the relevant CPI. The adjustment shall serve to reduce the price of a particular item in the event that the sum of the adjustment equals a

negative number or an increase in the price of a particular item if the adjustment equals a positive number.

### 3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate on 31 day, of August, 2014, unless earlier terminated pursuant to Section 4, "TERMINATION," of this Agreement.

### 4. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

### 5. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use the County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

### 6. PERSONNEL

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel

required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of nor have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

## 7. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## 8. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

## 9. INDEMNITY

- A. The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein. Notwithstanding the foregoing, Contractor shall not be liable for the negligent acts or omissions of the County.
- B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel shall be retained to represent the County's interest.
- C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## 10. RECORDS AND INSPECTIONS

- A. To the extent its non-proprietary books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the

date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

- B. To the extent its non-proprietary books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

## **11. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## **12. PERMITS, FEES, AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

## **13. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

## **14. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the County.

## **15. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**16. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**17. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**18. EQUAL OPPORTUNITY COMPLIANCE**

- A. The Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

**19. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

**20. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

- A. In performing its obligation hereunder, the Contractor shall comply with all applicable laws, ordinances, and obligations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The Contractor and

the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the federal and state district courts of New Mexico, located in Santa Fe County.

**21. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Section 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

**22. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

**23. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

**24. LIMITATION OF LIABILITY**

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING", of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

**25. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

**26. INSURANCE**

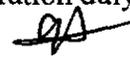
- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on

and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

- C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.
- E. The County shall continue to maintain its all risk insurance for the operation facilities, services equipment, offices and utilities against risks covered by standard forms of fire, theft, and shall not allow its general liability insurance to laps.

**27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

- A. It is a <sup>Delaware</sup>~~New York~~ corporation duly organized and in good standing under the laws of the State of ~~New York~~. <sup>Delaware</sup> 
- B. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- C. This Agreement and the Contractor's obligations hereunder do not conflict with the Contractor's articles of incorporation or by-laws or any corporate resolution adopted by the Contractor.
- D. It will maintain throughout the life of this Agreement, its registration, licensure to conduct business in the State of New Mexico and its status of "good standing" with the New Mexico Public Regulation Commission.
- E. Contractor hereby irrevocably appoints CT Corp System, located at 123 E. Marcy, Santa Fe NM 87501, as the general agent for acceptance of service. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

**28. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

**29. NOTICES**

All notices required to be given to the County under this Agreement shall be mailed (pre-postage paid) to:

Santa Fe County  
Legal Department  
102 Grant Avenue / P.O. Box 276  
Santa Fe, NM 87504-0276

All notices required to be given to the Contractor under this Agreement shall be mailed (pre-postage paid) to:

Compass Group USA, Inc. (d/b/a Canteen Correctional Services)  
Attn: Dominic Sartori, Vice President  
3 International Drive, 2<sup>nd</sup> Floor,  
Rye Brook, NY 10573

With copy to:  
Compass Group USA, Inc.  
Attn: General Counsel  
2400 Yorkmont Road  
Charlotte, NC 28217

**30. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract; INDEMNITY, RECORDS AND INSPECTION, RELEASE, CONFIDENTIALITY, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW, NO THIRD-PARTY BENEFICIARIES, NEW MEXICO TORT CLAIMS ACT, INSURANCE, AND SURVIVAL.

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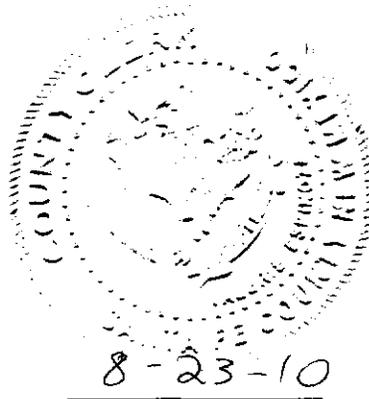
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**SANTA FE COUNTY**

Harry Montoya, Chairman  
Santa Fe County Board of Commissioners

**ATTEST**

*Valerie Espinoza*  
Valerie Espinoza, Clerk



**APPROVED AS TO FORM**

*Stephen C. Ross*  
Stephen C. Ross  
Santa Fe County Attorney

8-23-10  
Date

**FINANCE DEPARTMENT APPROVAL**

*Teresa C. Martinez*  
Teresa C. Martinez  
Santa Fe County Finance Director

8/31/10  
Date

**CANTEEN CORRECTIONAL SERVICES**

*Dominic Sartori*  
(Signature)

8/5/10  
Date

DOMINIC SARTORI - VICE PRESIDENT  
(Print name and title)

**FEDERAL IDENTIFICATION NUMBER:** 56-1874931

# SANTA FE COUNTY EXHIBIT A

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## ADF Sliding Scale

From	To	Price
1	50	\$26.500
51	100	\$1.5200
101	150	\$1.2670
151	200	\$1.1810
201	250	\$1.0700
251	300	\$1.0600
301	350	\$1.0100
351	400	\$0.9975
401	475	\$0.9616
476	525	\$0.9219
526	575	\$0.9017
576	625	\$0.8850
626	675	\$0.8730

## SANTA FE COUNTY EXHIBIT B

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### YDP Sliding Scale

From	To	Price
1	40	\$2.7000
41	60	\$2.1588
61	80	\$1.7500
81	100	\$1.5560

Meals for the Youth Development Program will be prepared in the Adult Detention Facility for each meal service. The bulk product will be placed in insulated transport boxes and then delivered to the YDP by Canteen staff. Once at the YDP Facility Canteen will take temperatures of bulk product to ensure it has maintained proper temperatures and take corrective action if necessary to re-therm or cool down those items that are not within proper temperature. Items will then be placed in the serving line awaiting service. Canteen will cook grilled items off of the menu at the YDP Facility in order to provide a quality "right off the grill" product. At the appropriate time designated by the Facility, Canteen staff will portion from a hot and cold serving line cafeteria style as the detainee comes through the serving line.

Once meal service is completed the service line is cleaned and sanitized. All trays and meal service items are then returned to the kitchen for cleaning and sanitizing to be ready for the next meal service. A clean as you go philosophy is utilized in the kitchen.

All meal services are documented according to how many meals, portion sizes, temperatures, meal substitutions if any, and kept on file.

Once this is completed after each meal Canteen staff will return to the Adult Detention Facility to repeat this process for all three meals daily.

Canteen Staff will coordinate all activities in coordination and collaboration with on-site Santa Fe County Detention Staff.