City and County of San Francisco Office of Contract Administration Purchasing Division City Hall, Room 430 1 Dr. Carlton B. Goodlett Place San Francisco, California 94102-4685

Agreement between the City and County of San Francisco and

ARAMARK Correctional Services, LLC.

This Agreement is made this **First day of July, 2012**, in the City and County of San Francisco, State of California, by and between: **ARAMARK Correctional Services**, **LLC**., hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

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WHEREAS, the San Francisco Sheriff's Department ("Department") wishes to secure the preparation and provision of meals in the San Francisco County Jails; and,

WHEREAS, a Request for Proposal ("RFP") was issued on February 27, 2012, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract; and,

WHEREAS, approval for this Agreement was obtained from the San Francisco Board of Supervisors on [insert date of approval, File Number(s)_____;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from July 1, 2012 to June 30, 2017. In addition, the City shall have two options to extend the term, for a period of one year each, by mutual agreement in writing. The maximum contract period shall not be more than seven (7) years.

3. Effective Date of Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform. The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation. Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Sheriff, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed Nineteen Million, Six Hundred Fifty-Nine Thousand, Six Hundred Six Dollars (\$19,659,606). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Sheriff's Department as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. **Payment: Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.municode.com/Library/clientCodePage.aspx?clientID=4201. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Left blank by agreement of the parties. ("Disallowance")

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. **Responsibility for Equipment.** City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

8. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

Ъ. Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not

greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$4,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. . . Contractor shall provide thirty (30) days prior written notice of cancellation for any reason, intended non-renewal, or reduction in coverage to the City. Such notice shall be given in accordance with the notice provisions below.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverage set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

16. **Indemnification.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City,, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental And Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CONTRACTOR SHALL NOT BE RESPONSIBLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING IN WHOLE OR IN PART FROM CONTRACTOR'S ACTS OR OMISSIONS. HOWEVER, CONTRACTOR SHALL BE LIABLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING FROM (1) DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE, RECKLESS CONDUCT OR WILLFUL ACTS OR OMISSIONS, (2) CLAIMS OR DAMAGES THAT FALL WITHIN THE INSURANCE COVERAGE OF THIS AGREEMENT, (3) STATUTORY DAMAGES SPECIFIED IN THIS AGREEMENT, (4) CONTRACTOR'S OBLIGATION TO INDEMNIFY AND DEFEND CITY FOR INTELLECTUAL PROPERTY INFRINGEMENT, (5) CONTRACTOR'S WARRANTIES UNDER THIS AGREEMENT, (6) WRONGFUL DEATH CAUSED BY CONTRACTOR, (7) PUNITIVE OR TREBLE DAMAGES, AND (8) DAMAGES CAUSED BY CONTRACTOR'S DEFAULT OR BREACH OF THE AGREEMENT

18. Liability of the Parties. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CONTRACTOR'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT, SHALL BE LIMITED TO <u>NINETEEN MILLION, SIX HUNDRED FIFTY-NINE THOUSAND, SIX</u> <u>HUNDRED SIX DOLLARS</u> (\$19,659,606). CONTRACTOR'S LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE, RECKLESS CONDUCT OR WILLFUL ACTS OR OMISSIONS, (2) LIMIT CLAIMS OR GENERAL DAMAGES THAT FALL WITHIN THE INSURANCE COVERAGE OF THIS AGREEMENT, (3) STATUTORY DAMAGES SPECIFIED IN THIS AGREEMENT, (4) CONTRACTOR'S OBLIGATION TO INDEMNIFY AND DEFEND CITY FOR INTELLECTUAL PROPERTY INFRINGEMENT, (5) CONTRACTOR'S WARRANTIES UNDER THIS AGREEMENT, (6) WRONGFUL DEATH CAUSED BY CONTRACTOR, (7) INCIDENTAL AND CONSEQUENTIAL DAMAGES, (8) PUNITIVE OR TREBLE DAMAGES, AND (9) DAMAGES CAUSED BY CONTRACTOR'S DEFAULT OR BREACH OF THE AGREEMENT.

19. Liquidated Damages. By entering into this Agreement, Contractor agrees that if inmate meals are delivered more than thirty (30) minutes late, or not at all (including those cases where the meal must be re-prepared because, based on the good faith judgment of designated SFSD staff, the initial preparation does not meet the quality, composition or portion size standards specified in Appendix A, attached), City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that a per-meal charge (\$1.438/permeal) multiplied by the number of meals affected may be deducted from any money due to Contractor, and that this is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay or failure to perform, established in light of the circumstances existing at the time this contract was awarded. City may deduct this sum as liquidated damages. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to deliver to City within the time fixed. Notwithstanding the foregoing, Contractor shall not be liable for any liquidated damages if the late delivery or failure to deliver inmate meals is not due to Contractor's failure to meet its obligations under the contract.

20. Default; Remedies

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

8.	Submitting False Claims; Monetary	37.	Drug-free workplace policy
	Penalties.		
10.	Taxes	53.	Compliance with laws
15.	Insurance		
24.	Proprietary or confidential information of	57.	Protection of private information
	City		-
30.	Assignment	58.	Graffiti removal

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. Contractor shall have the option, in its sole discretion, to terminate this Agreement, upon 180 days prior written notice to City, for convenience and without cause. The notice shall specify the date on which termination shall become effective. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

3) Terminating all existing orders and subcontracts.

4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- 8. Submitting false claims
- 10. Taxes
- 11. Payment does not imply acceptance of work
- 13. Responsibility for equipment
- 14. Independent Contractor; Payment of Taxes and Other Expenses
- 15. Insurance
- 16. Indemnification
- 17. Incidental and Consequential Damages
- 18. Liability of Parties

- 24. Proprietary or confidential
- 26. Ownership of Results
- 27. Works for Hire
- 28. Audit and Inspection of Records
- 48. Modification of Agreement.
- 49. Administrative Remedy for Agreement Interpretation.
- 50. Agreement Made in California; Venue
- 51. Construction
- 52. Entire Agreement
- 56. Severability

57. Protection of private information

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City:

San Francisco Sheriff's Department 1 Carlton B. Goodlett Pl. Ste. 456 San Francisco, CA 94102-4676

Email: SFSD.Foodservice@sfgov.org Fax: 415.554.7050

To Contractor: ARAMARK Correctional Services, LLC. 1101 Market Street Philadelphia, PA 19107

> email: adams-mark@aramark.com Fax. 215.413.8527

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files

and media or other documents prepared by Contractor or its subcontractors exclusively in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Left Blank by Agreement of the Parties ("Works for Hire").

28. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms. Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this

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Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages. The provisions of Chapter 14B of the San Francisco Administrative Code, "Local Business Enterprise And Non-Discrimination In Contracting Ordinance" are hereby incorporated by reference.

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34. Nondiscrimination; Penalties

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this

Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement, partially or in its entirety.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors: Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time

off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

1. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference.

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement.

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

6) Set the term of the requirements.

7) Set appropriate enforcement and sanctioning standards consistent with this

8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

Chapter.

9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages.

Contractor agrees:

1) To be liable to the City for liquidated damages as provided in this section;

2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of

employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts.

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

53. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Left blank by agreement of the parties ("Supervision of Minors").

56. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements. Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the same year, and five hundred dollars (\$500) liquidated damage that City will incur based on the violation, established in light of the circumstances existing at the time

this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Left blank by agreement of the parties ("Slavery Era Disclosure").

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Ross Mirkarimi

Sheriff San Francisco Sheriff's Department

Approved as to Form:

Dennis J. Herrera City Attorney

By:

Sallie Gibson Deputy City Attorney

Approved:

Jaci Fong Director of the Office of Contract Administration, and Purchaser ARAMARK Correctional Services, LLC.

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Mark Adams Vice President, Finance ARAMARK Correctional Services, LLC ARAMARK Tower 1101 Market Street Philadelphia, PA 19107

City vendor number: 18054

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Sample Menu Forms

- Meal Count Forms D:
- E:
- Jail Owned Equipment Inventory Record Jail Owned Equipment Maintenance Record F

Services to be provided by Contractor

1) Description of Services. ARAMARK Correctional Services, LLC. will deliver daily quality food service for staff and inmates of the County jails, while maintaining the established nutritional and health standards included in Minimum Standards for Local Detention Facilities, Title 15 of the California Code of Regulations, Recommended Dietary Allowances (RDA) stated by the National Academy of Sciences; the USDA guidelines for food compositions; the American Correctional Association Standards for Food Service Programs and a specific per meal requirement of no more than 2.5 grams sodium and 30% fat. In addition, ARAMARK agrees to provide a comprehensive culinary program, including SafeServe training and California State certification, for inmates working in the jail kitchens and participating in jail educational programs. This program will be coordinated through the jail education program (Five Keys Charter School) and Five Keys' post-release program, and shall include a job placement component.

ARAMARK agrees to provide the number and types of meals, and perform services, as specified in this Appendix A.

2) Description of Jail Facilities

a) Hall of Justice Compound.

County Jail #1*: 425 7th Street

Authorized Staff: Total 78

Inmate Population Total Holding Capacity 301

* As this is the Intake and Release Facility for the jail system, this jail has no rated beds. All cells are holding cells, with men and women housed in designated areas. Only sack lunches are provided to arrestees in this jail. Sack lunches received from the kitchen will be secured in a designated area. There is a break room in the facility for staff. There is no Officer Dining Room in this jail. Staff may eat in the break room or in the Officer Dining Room at County Jail #2.

<u>County Jail #2*</u>: 425 7th Street, San Francisco Authorized Staff Total: <u>100</u> Inmate Capacity Total: <u>464</u> Inmate Meal Times: Breakfast 0500-0530; Lunch 1000; Dinner 1600 Officer Dining Room Hours: 0100-0600; 1000-1400; 1800-2200 * This jail has an additional <u>76</u> inmate beds for medical and psychiatric special housing.

<u>County Jail #3</u>: 850 Bryant Street, 6th Floor, San Francisco Authorized Staff Total: <u>77</u> Inmate Capacity Total: 426 Inmate Meal Times: Breakfast 0430-0500; Lunch 0930-1000; Dinner 1530-1600 Officer Dining Room Hours: 0100-0400; 1000-1330; 1600-2030

<u>County Jail #4</u>: 850 Bryant Street, 7th Floor, San Francisco Authorized Staff Total: <u>89</u> Inmate Capacity Total: <u>402</u> Inmate Meal Times: Breakfast 0430-0500; Lunch 0930-1000; Dinner 1600-1630 Officer Dining Room Hours: 1000-1400; 2200-0200

b) San Bruno Compound.

<u>County Jail #5.</u> 1 Moreland Drive, San Bruno, CA Authorized Staff Total: <u>182</u> Inmate Capacity Total: <u>768</u> Inmate Meal Times: Breakfast 0445; Lunch 1030; Dinner 1600

Officer Dining Room Hours: 0100-0500; 1030-1300; 1730-2100

<u>County Jail #6</u>; 1 Moreland Drive, San Bruno, CA (Currently closed, but may be re-opened as inmate population rises) Authorized Staff Total: <u>62</u> Inmate Capacity Total: 372 Inmate Meal Times: Breakfast 0445; Lunch 1030; Dinner 1600 Officer Dining Room Hours: 0100-0500; 1030-1300; 1730-2100

3) Purchasing – Food & Disposables Specifications. ARAMARK will adhere to the following minimum purchasing specifications when purchasing all food products and disposable service ware. The specifications will address the levels of quality, grade, size, pack, count and other relevant information. The San Francisco Sheriff's Department ("SFSD") must approve, in writing, any changes from the stated specifications. ARAMARK is responsible for receiving and properly securing all food and other goods received at the kitchen loading area or food service warehouse door.

a) Food. All food purchased for use under this contract shall meet the following minimum specifications:

- i. Beef, veal and lamb shall be of at least US Select grade under current USDA grading for meat quality. The fat content of all ground beef products used cannot be in excess of 20 percent, and the soy content cannot be in excess of six percent. Meat blends (i.e., beef and turkey) must be of equal proportions. All breaded products must have a product weight of 3 oz. before breading.
- Poultry shall be at least USDA Grade B. Chicken quarters can be no less than 8oz. raw weight. Legs or thighs must be 6 oz. minimum raw weight. All breaded products must have a product weight of 3oz. before breading.
- iii. Canned fruits and vegetables must be at least USDA Grade C or standard. Frozen fruits and vegetables must be at least Grade B.
- iv. Fresh produce must be at least USDA No.2.
- v. Each individual serving must be of sufficient size to meet the nutritional requirements listed in this section #3, "Food Specifications"; section #5, "Nutritional Requirements "section #6, "Six Week Menu Cycle"; section #7 "Menus and Specifications" and section #8, "Food Preparation, Presentation and Quality".
- vi. Dairy products must be at least USDA Grade A. Butter may be substituted for margarine when it is a commodity item. Low fat (1 percent) fluid milk must be used when milk is served as a beverage. Dry/powdered milk may be used in cooking/baking.
- vii. Eggs must be at least USDA Grade B Medium.
- viii. Frozen fish and seafood must be from nationally distributed brands, packed under continuous government inspection.
- ix. Bakery products: All bakery products shall contain a minimum of 60% whole grain. Day-old breads may be purchased but must be used within 48 hours or frozen until the time of use.
- x. ARAMARK will not purchase "second market" and/or distressed food items (including expired freshness dates) without the prior written approval from the SFSD Liaison.
- b) Disposables. Below are the minimum requirements for compostable plastic food service packaging purchased and used by ARAMARK under this contract:
 - i. All compostable plastics provided to the jails under this contract must be certified compostable by the Biodegradable Products Institute (BPI), Din Certco AIB Vincotte Inter (Belgium), Japan Bioplastics Association or Australian Environmental Labeling Association

proving that the finished product meets ASTM D6400, ASTM D6868, ISO 17088, DIN EN 13432, or AS 4736-2006 standards of compostability.

- ii. Compostable plastic products must be clearly labeled as "compostable" with green lettering or green stripe and readily distinguishable from any non-compostable plastic products for both users as well as for those handling the products once they are discarded.
- iii. For items intended for "hot use", products must not melt, deform or break apart when they come in contact with hot food or liquids.
- iv. Plastic packaging which is considered "biodegradable" only, "oxy-degradable", "degradable", is not third-party certified as compostable or is not clearly labeled as compostable will not be considered for this contract.
- 4) Surplus Food Usage. At the present time, Federal Government sponsored commodities are not being made available for correctional institutions. In the event that they should be available during the life of this contract, it is to the SFSD's fiscal advantage that ARAMARK make their best efforts to obtain and maximize the use of Federal Government Surplus Commodities according to all rules in place at the time.

5) Nutritional Requirements.

a) Menu Certifications. ARAMARK will maintain menus reviewed and approved in writing by their Registered Dietitian, which, as adjusted for age, sex and activity level comply with the Recommended Dietary Allowances (RDA) stated by the National Academy of Sciences, and the mutritional requirements described in this section. ARAMARK's menus will conform as closely as possible to the United States Department of Agriculture (USDA) guidelines for food composition, including those related to the amount of fat, cholesterol, sodium and dietary fiber. As required by the SFSD, ARAMARK's menus will contain no more than 2.5gm. sodium, and 30 percent fat.

6) Six Week Menu Cycle - ARAMARK shall provide three meals per day as follows:

ARAMARK will maintain a 42 day, (six week) inmate menu cycle, and will provide the SFSD liaison with a written description of the menus for each cycle at least ten days in advance. The description must include, at a minimum, weekly and total cycle summaries, and list the amounts of all RDA vitamins and nutrients provided, as well as cholesterol, sodium and fiber contents. The SFSD reserves the right to request additional menu and/or nutritional modifications as part of any contract amendment, renewal, or price adjustment process. The menu will ensure the minimum daily caloric requirement of 2500 for adults is met or exceeded. (See Appendices C-2 thru C-4)

a) Minimum Menu Requirements.

- i. Heart Healthy and /or Low Sodium General Population Meals. The ARAMARK menu will provide the general population low sodium (approximately 2.5 gms.) heart healthy meals.
- ii. Meal Designations. Aramark will provide a hot breakfast, a cold lunch and a hot dinner meal to the inmates at each facility other than County Jail #1. All meals at County Jail #1 will be a cold sack lunch meal. Service of more than one cold meal per day at the remaining facilities shall be upon mutual agreement of the SFSD and ARAMARK. Cold meals must remain within the nutritional/caloric guidelines spelled out in the Agreement.
- iii. Beverages. ARAMARK will provide a beverage at each meal to include a minimum of eight ounces of low fat (1 percent) fluid milk at breakfast and dinner daily and four ounces of fruit juice (not fruit drink) served a minimum of three times a week, at breakfast.
- iv. Chicken. Whole meat chicken (breast or leg and thigh combination) must be provided by ARAMARK at least once a week.

- v. Fresh fruit. At a minimum the following fresh fruits will be served: oranges, apples, and petite bananas. Aramark will rotate the fruit served throughout the six-week inmate menu cycle. Inmates will be provided two servings of fruit a day.
- b) Menu Substitutions/Changes. ARAMARK's registered dietitian shall review and approve in writing all temporary substitutions as well as permanent changes to the published menu, as being nutritionally comparable to the item or items being replaced. Permanent changes to the published menu must also be approved in writing by the SFSD liaison prior to implementation, and shall be noted in writing on the posted menu in the kitchen(s). The revised menu shall also be forwarded to each of the Facility Commanders. ARAMARK will document the content of the meals as they are actually served, and retain this documentation as verification that Aramark is providing a nutritionally adequate diet. Such documentation will be submitted to the Facility Commanders, or Watch Commander designees, must be notified at the time the change occurs. Upon request, ARAMARK will provide a chronological log detailing all full or partial menu substitutions. The reasons for temporary changes, or last minute substitutions shall be submitted via email to the Facility Commander(s) within 24 hours of the occurrence.
- 7) Special Dietary Guidelines. Meals for therapeutic/medical diets and religious diets shall be prepared, portioned and transported in the same manner as general population meals, and at the same cost per meal. ARAMARK will provide a current diet manual at each kitchen site and one to the SFSD Dietician.
 - a) Medical/Therapeutic Diets. ARAMARK will provide and distribute the following diets as requested, in writing, by the Jail Health Services (JHS) at the same per meal cost as regular diets.:
 - i. **Cardiac Diet:** Low fat, low sodium, low cholesterol. Approximately 2.5 gm. sodium per meal and lower fat and cholesterol levels than the regular meal. The goal of this diet is to limit total fat to no more than 30% of calories and saturated fats to no more than 10% of calories.
 - ii. Support 1: (high calorie, high protein for malnutrition), 600-700 additional calories, 25 to 35 grams of protein and 60 mg. of Vitamin C above the regular menu (additional milk provided for a total of 32 ounces (4 cups) daily), additional evening snack of 2 slices bread, 3 oz. of meat and condiments, plus one fresh fruit (not citrus or tomato as not well tolerated).
 - iii. **Pregnancy:** Pregnancy diets will always include a hot breakfast and an evening snack consisting of a sandwich, milk, and non-citrus fruit or the nutritional equivalent.
 - iv. Diabetic: (1500, 1800, 2000, 2500, 2800, 3000 calorie levels).
 - v. Renal: Restricted protein, sodium and potassium diet. Diet is approximately 2000mg sodium and 2500 mg potassium per day. Marginal in some minerals and vitamins.
 - vi. Low-gluten Diet: (for confirmed, diagnosed inmates with celiac disease only).
 - vii. Food Allergy or Intolerance Diets: This may be to address a single allergy or multiple allergies. All efforts are undertaken to accommodate inmate allergies, which may include, but are not limited to: Tomato, Eggs, Citrus, Peanut Butter, Soy. Specific information will be provided to ARAMARK by JHS.
 - viii. Lactose Intolerance: Low lactose diet: to reduce consumption of lactose for inmates with mild to moderate intolerance. Not lactose free; many individuals with lactose intolerance can consume moderate amounts without symptoms.
 - ix. Dental Soft: To provide foods that are easy to chew and swallow for: mild chewing or swallowing problems, healing after oral surgery. Nutritional adequacy of this diet is appropriate for most inmates
 - x. Blenderized Diet (broken jaw): Intended for wired or banded jaw, those are temporarily edentulous, throat or oral surgery. This is the regular 2500 calorie diet that has been

blenderized. This diet may be inadequate in fiber and may be ordered to be higher in fat with added butter, oil

- xi. Full Liquid: intended for inmates who are recovering from surgery or GI procedure. Diet progression: full liquid to dental soft or regular. Not nutritionally complete; may provide 1350-1500 calories + average 45 grams protein. For use no more than 72 hours; advance off as soon as possible. Tray includes everything from clear liquid + strained creamy soups, pudding & milkshakes.
- xii. Clear Liquid: Intended for inmates in pre-o and immediate post-op states. Progression: clear liquid to liquid to dental soft or regular. For use for no more than 72 hours; advance off as soon as possible. Tray includes broth, Jell-O, popsicles, tea, clear juices diet is not nutritionally complete
- xiii. Nutritional Supplements. If the SFSD requests ARAMARK to provide specific nutritional supplements, ARAMARK will invoice supplements at their cost, plus a markup of no more than 5%. ARAMARK will prepare and serve specific therapeutic/medical meals according to the orders of the attending physician or dentist, or as directed by the responsible health authority official. ARAMARK will use the Manual of Clinical Dietetics, Sixth Edition, published by the American Dietetic Association (ISBN 0-88091-187-01), or a comparable source approved by the SFSD dietician.
- b) Religious Diets. ARAMARK will provide religious diets only if approved and requested in writing to ARAMARK by the SFSD Religious Services coordinator. Once an inmate is designated to receive a religious diet, ARAMARK will not allow the inmate to alternate between a religious diet and a general diet. The following diets are included as religious diets:
 - i. Lacto-ovo vegetarian
 - ii. Vegan (total vegetarian, excluding milk and eggs)
 - iii. Pork free diets
 - iv. Kosher

8) Food Preparation, Presentation and Quality.

- a) Method of Preparation. ARAMARK will use recipes, plan menus and utilize production schedules designed to minimize the risk of food spoilage and waste.
- b) Recipes. ARAMARK will utilize and maintain a file of tested mass cook and serve production recipes adjusted to provide a yield appropriate to the number of people being served through each kitchen facility. ARAMARK will certify in writing to the SFSD liaison that such recipes have been tested and meet dietary requirements and that the ingredients are readily available.
- c) Portioning. ARAMARK will provide all food portion sizes on the menu as cooked weight, unless specifically identified as raw weight. All meat portions in casseroles or combination dishes will be quantified. ARAMARK will clearly indicate by item and weight all contents of sack lunches. Menus will include the portion size of the servings for each meal, including for the number and type of condiment packages. ARAMARK will create and maintain written procedures for portioning and serving, and will consistently execute meal service in a manner so that each inmate receives no less, or more than the portions specified. To this end, all measuring utensils will be properly marked and maintained by ARAMARK with the actual measurement, and recorded as such during physical inventories. ARAMARK will actively supervise portioning for all therapeutic/medical diets and religious meals.
- d) Condiments. ARAMARK will serve on each inmate's tray or in each sack meal, all condiments required per the menu such as pepper, catsup, mustard, relish, salad dressings and others in individual, disposable packets/containers. ARAMARK will monitor that condiments are not handled or distributed individually by inmate workers.

- e) Quality Assurance. ARAMARK will monitor all food served for minimum portion standards, taste and temperature. ARAMARK will not add sulfites or additives to any foods served under this contract. ARAMARK will adhere to generally accepted best practices for the food service industry, as well as all State and County Health Department requirements. ARAMARK will provide for the correct handling, prompt storage, rotation and issuing of food purchased or used in the facilities. ARAMARK will clearly identify and display the date stored of all purchased and prepared products. ARAMARK will not serve any products which have been frozen in excess of one year,
- f) Food Samples. ARAMARK will save samples of all prepared foods for a period of not less than seventy-two (72) hours of its service for review by SFSD dietician or command staff and/or testing in the event of an outbreak of food poisoning. All sample breakfast and dinner meals must be saved in the original serving container, (Aladdin tray). All sample sack lunches saved in the serving sack. All meals, regardless of type will be clearly marked as to the dates and times of the preparation, service and storage.
- g) Record Keeping. ARAMARK will maintain sufficient records to establish a verifiable audit trail that the required number of meals have been properly prepared, with the proper amount and type of ingredients described in this Agreement and that servings are accurately portioned for each meal.
- h) Inspections. The Sheriff, or his designated representatives (including the SFSD's Dietitian), may, for the purpose of ensuring security, sanitation, food standards, quality of food preparation and service, observing ARAMARK employee performance, or for any other valid reason, conduct unannounced inspections of the kitchen jail facilities used in the performance of this Agreement. Inspections may occur on weekdays, weekends and holidays. If ARAMARK's General Manager is not on-site at the time of an unannounced arrival, any other ARAMARK employee will be expected to cooperate with this requirement. After each inspection, ARAMARK will be advised in writing of any unsatisfactory condition for which they are responsible. Within five (5) business days after the date of the notice, ARAMARK will correct any deficiency and communicate in writing how it corrected the condition, when it corrected the condition, and what it did to prevent recurrence of the condition.
- 9). Food Deliveries and Service. ARAMARK will adhere to all SFSD security guidelines for movement of food, dirty tray carts and personnel within the Jail Complex. The Custody Division command Staff are responsible for apprising ARAMARK in writing of any changes to any security guidelines affecting food service.
 - a) Use of Trays. ARAMARK will continue to use the Aladdin tray system currently in use for hot meals, and will clean all food spills on trays prior to transport and service. ARAMARK will portion and serve all hot meals on trays with lids.
 - b) Use of Carts. SFSD will provide all carts used for the transportation of meals and beverages. ARAMARK will maintain all carts in a clean, safe and fully workable condition.
 - c) Food Temperature. ARAMARK will serve all chilled food at no more than 40 degrees F, and all hot food at no less than 140 degrees F, but no more than 180 degrees F.
 - d) Meal Counts. Prior to each inmate meal service, the SFSD will provide an accurate count of meals required, by location, housing unit and type, to be served to the inmates. The meal count will include a count for sack meals for inmates who are awaiting transportation, housing assignments or release.
 - i. Inmate Workers Meals. ARAMARK will provide a double portion of whatever meal (sack or tray) is being served at the time, to inmate workers identified by the SFSD.
 - ii. Meals Served Form. ARAMARK will complete a "Meals Served" form provided by SFSD to report the following information on a per meal, per day and per week basis:
 - (1) The number of inmates served by housing unit
 - (2) The number of meals served per housing unit.
 - (3) Entry to the form will include identification of any discrepancies in the numbers and, if known, the reason for the discrepancy.

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- (4) The number of bag/sack lunches ordered and delivered to each of the following facilities: the Intake Facility (CJ#1), court holding, alternative programs and any other non-jail facility, as well as the combined total of bag/sack lunches served at all of these facilities.
- e) Meal Transmittal/Evaluation Form. The SFSD Watch Commander or designee at each facility will complete an evaluation of each meal served and document same on the Meal Transmittal/Evaluation Form. ARAMARK will maintain the completed forms, and have them accessible for review by the Facility Commander or designee. ARAMARK's Meal Transmittal/Evaluation form will include spaces for meal evaluation based on the following factors: appearance, taste, temperature, correct portion size, completeness of tray, adherence to menu, and overall acceptance by the inmates. In addition, spaces for the Watch Commander name, star number and signature will be provided
- f) Food Delivery and Service Liability. ARAMARK will be responsible for ensuring all trays and/or sack meals are properly prepared and correctly portioned when they leave the kitchen. ARAMARK will assume full fiscal responsibility for any damage incurred to the SFSD facilities due to their employees' negligent handling of carts and related equipment.
- g) Date Codes. ARAMARK will date all sack meals to prevent consumption of outdated and/or spoiled foods. ARAMARK will properly refrigerate all unused bag meals, and discard any perishable portions of those meals after 48 hours. Those items packaged in unopened, sealed packages, that are not expired (condiments, etc.) may be re reused.

10) Equipment and Facilities.

a) Inventory of County Equipment. Within sixty days of the execution of this Agreement, ARAMARK and the SFSD will jointly inventory all capital equipment and SFSD owned equipment to provide an agreed upon base inventory. During this inventory process, a general assessment as to the expected useful life of each item will be made and documented. At least every six months thereafter, ARAMARK and the SFSD will jointly inventory all capital equipment and SFSD-owned equipment under ARAMARK and the SFSD will jointly inventory all capital equipment and SFSD-owned equipment under ARAMARK's direct control. At the conclusion of each inventory, ARAMARK will be liable for the replacement cost for all unaccounted for items. (See Appendices E-1 through E-3)

b) Use and Maintenance of County Equipment

SFSD will permit ARAMARK to use the existing capital equipment which SFSD deems necessary for food service and related activities. Given written proof of adequate maintenance, SFSD Facilities Services Director will authorize replacement equipment the SFSD has provided, as he deems necessary, considering the average life of the equipment as determined by the manufacturer as well as any extraordinary circumstance. Equipment that is determined to be damaged while under the supervision of ARAMARK employees and needs to be replaced will be replaced at ARAMARK'S expense.

- c) Preventative Maintenance. ARAMARK is responsible for the care and maintenance of equipment in the storage, receiving and kitchen areas, including all refrigeration equipment, and will provide preventative maintenance and repair on such equipment. ARAMARK will maintain a chronological log of all preventative maintenance and repairs on equipment. (See Appendices F-1 through F-3) Aramark will also provide written reports and relevant documentation as to what preventative maintenance and/or repairs have been performed on each piece of equipment. This report and documentation must be provided quarterly, no later than fifteen business days after the end of each quarter, March 31, June 30, September 30 and December 31. An annual report of all preventative maintenance and repair work performed will be submitted by ARAMARK to the SFSD Facilities Services Director within thirty (30) days of the end of the calendar year and may be combined with the quarterly report noted in this section. The SFSD reserves the right to audit these records at any time.
- d) Equipment Repair. Any kitchen equipment that is out of service must be reported, in writing, to the SFSD Facility Services Director or designee within 72 hours of going out of service. ARAMARK shall repair equipment as required by this contract and may not remove equipment without written permission of the SFSD Facility Services Director or designee.

- e) Installation of New Equipment. SFSD is responsible for working with ARAMARK to provide utilities to newly installed equipment when the installation of this equipment has been approved by the SFSD in writing. All items that are required for installation of new equipment will be purchased by the entity providing the new equipment. ARAMARK must receive written permission from the SFSD Services Director or designee, prior to the purchase of any new equipment that requires electrical, water, steam, gas or any other utility.
- f) Office Equipment. SFSD will provide any office furnishings listed in the kitchen inventory, by jail site. If ARAMARK wants to provide its own furniture and/or equipment for the offices, such equipment must be inventoried and a copy of the inventory provided to the SFSD Liaison.
- g) Small Wares. ARAMARK is responsible for the repair or the replacement of small wares and service wares. All repairs shall be made using approved manufacturer parts. ARMARK will purchase all replacement small wares and service wares, including Aladdin trays, "Cambro" drink dispensers, and carts as necessary to meet the requirements of the contract and serve the inmate population. ARAMARK will keep an inventory on site of at least 100 new Aladdin trays for replacement of worn out or unusable trays. All wares purchased by ARAMARK for this contract shall become the property of the SFSD.
- h) Vehicles. Any vehicle required by ARAMARK in the execution of this contract shall be purchased, used and maintained at ARAMARK's expense. ARAMARK is responsible to plan for any temporary replacements of one or more vehicles in the event of mechanical breakdowns.
- 11) Utilities. SFSD will provide all utilities necessary for the performance of the food service operations to the extent described in this section. SFSD is responsible for bringing all utilities, including electrical, water, steam and gas to each kitchen, kitchen office and kitchen storage areas, including walk-in cold storage. SFSD is responsible for repairing parts of the building located in the kitchen that require repair due to normal wear and tear, such as the drains, light fixtures, steam lines, pipes conduit, etc. SFSD will not guarantee an uninterrupted supply of water, electricity, gas, heat, air-conditioning or phone service. SFSD will be diligent in restoring services following an interruption.
 - a) Telecommunications. SFSD will provide one phone line in each kitchen, without charge, for local phone call usage only. SFSD will permit ARAMARK, at ARAMARK's expense, to add additional phone lines if the locations can support additional phone lines. ARAMARK will request, in writing, permission to add any additional phone lines and must have written permission from the Facility Commander prior to adding any additional phone lines. ARAMARK will pay for on-going phone use of any lines they install. ARAMARK will be allowed to maintain their internet data line at County Jail #2 and work with SFSD staff to maintain their internet data line at CJ#5 through the SFSD portal.
 - b) Energy Conservation. When kitchens are not in use, or when food preparation is at a minimum, ARAMARK will assume maximum utility and energy cost conservation by turning off or down all nonessential equipment, lights, fans, water, ovens, steam equipment and other energy-consuming items.
- 12) Sanitation and Health. ARAMARK is responsible for maintaining a clean and healthy kitchen area, including all reception and storage areas assigned to ARAMARK as part of this contract.
 - a) Sanitation Standards. ARAMARK will obey all federal, state and local laws and ordinances regarding fire safety and workplace safety generally, including the California Uniform Retail Food Facilities Law. ARAMARK will be subject to inspections in the kitchens by authorized personnel from the San Francisco Department of Public Health, the State/Local Fire Marshall and the State Board of Community Corrections. ARAMARK managers shall be responsible for participating in all inspections, along with SFSD staff, of the food service operations as requested by the above agencies.
 - b) Trash Disposal. ARAMARK is responsible for preparing the trash from the kitchen area for disposal by Sheriff's staff and inmate workers. ARAMARK is responsible for keeping the areas of the kitchens where the garbage awaits disposal in a neat and sanitary condition at all times. All garbage must be broken down or reduced in size so as to minimize the amount of space needed in the

dumpster. ARAMARK will participate in all County mandated recycling programs and will clean, crush and/or break down recyclable materials as specified by the recycler.

- c) Daily Sanitation. ARAMARK is responsible for all day-to-day as well as periodic major cleaning of the entire kitchen area assigned to the Contractor. This includes walk-ins, storerooms, freezers, dish rooms, kitchens, employee rooms, offices and receiving areas. Inmate labor may be used for this purpose and an ARAMARK employee will be assigned to supervise inmate conduct during major cleaning events. ARAMARK will supply hand soap, eye wash stations, paper towels and toilet tissue for all employee and inmate kitchen worker restrooms and hand washing sinks in the kitchen and food staging area.
 - d) Pest Control. The SFSD will be responsible for the cost and implementation of a regular monthly program for the externination of rodents, vermin and other unsanitary vectors in the kitchen or storage areas assigned to ARAMARK.
 - e) Food Handler Health. The SFSD will ensure that all inmate workers assigned to kitchen duty are medically cleared by Jail Health Services to work in the kitchen prior to such assignment. ARAMARK will ensure that none of their employees and/or inmate workers are permitted to work with any communicable health problems (including open sores). As a precaution, ARAMARK will visually inspect the hands and faces of each inmate worker prior to the start of each of their work shifts. ARAMARK will ensure that any inmates with suspicious symptoms are directly reported to Jail Health Services, and receive a written clearance before being permitted to resume work in the kitchen.

ARAMARK Employees

- 13) Personnel and Supervision. ARAMARK will comply with all San Francisco contract requirements, including equal employment opportunities, wages and benefits. All of ARAMARK's employees and agents will comply with all applicable SFSD rules and regulations governing the behavior and activities of employees. This includes being subject to background checks and fingerprinting by the SFSD. If any background check indicates a reason an employee is not suitable for admission to the jails, ARAMARK will be notified, and jail access will be denied. ARAMARK will, at its expense, require prospective employees to submit to, and successfully pass a drug and alcohol screening and will provide documentation of such at the request of the SFSD liaison.
 - a) Management Staff. ARAMARK's General/District Manager for this contract will have at least five (5) years of experience with similar type and size jail food service situations and have the ability and authority to act as the on-site point of contact (POC) for day to day operations. When he/she is not on site, ARAMARK will send an email to the SFSD liaison and the Chief Deputy of the Custody Division with the dates he/she will be absent and the contact information for his/her on-site alternate. Upon request, ARAMARK will furnish resumes for each of the County Jail #4 and County Jail #5 on-site managers. ARAMARK will notify SFSD prior to any transfer or removal of a manager. SFSD must approve any replacement, and may reject any manager with or without cause.
 - b) Schedule Requirements and Notifications. The ARAMARK manager for County Jail #4 and County Jail #5 will provide a prospective schedule of all employees for each kitchen each week on Friday for the week beginning the following Sunday. An experienced ARAMARK management level person, as identified in the contract, will be on duty whenever inmate workers are present in the food operations areas. ARAMARK will staff the food service operation with the optimum number of employees at all times. An additional ARAMARK employee, the assigned Cook, will actively supervise the tray portioning line throughout the meal service. The Cook will also be present to supervise the preparation and packaging of special diets. If ARAMARK fails to provide a minimum of two employees (one a manager), excluding the cook, for a period of more than two days, a credit shall be issued on the next billing to the SFSD, in the amount of each missing person's proportional salary/wages and benefits for each day after the second day.

- c) Medical Examinations and Food Handlers Cards. ARAMARK will provide medical examinations for their employees, as required by law, and will keep the results on file at the location the employee is assigned to work. These records will be made available for inspection at the request of the Facility Commander or the SFSD dietician. In order for any ARAMARK employee to return to work after a three (3) or more consecutive day absence due to illness, ARAMARK must request a medical clearance certificate from the employee and have that on file.
- d) Employee Uniforms. All ARAMARK employees, including management, will be properly attired in a standard uniform the color of which is approved by the SFSD. Inmate workers will be properly attired when working in the kitchen, and the SFSD will provide the clothing. ARAMARK employees will wear uniforms that are easily distinguishable from inmate uniforms. ARAMARK will encourage their employees not to wear their uniforms to and/or from work. If an ARAMARK employee does wear their uniform to and/or from work, a cover jacket must be worn over it. Uniforms will be regularly inventoried and safely stored by ARAMARK to ensure they are not accessible to inmates.
- e) Employee Training. Prior to assignment, ARAMARK must ensure that its employees attend a training provided by SFSD staff to explain all applicable SFSD Rules and Regulations and facility security requirements including rules of conduct, relationships with inmates and staff, and conduct for normal day-to-day food service operations. A training outline will be prepared by SFSD Training Unit in cooperation with the Custody Division Chief.

ARAMARK will assume the cost of training their employees in the following areas and provide documentation to the SFSD upon request:

- (1) Food Handling
- (2) Facility and Equipment Sanitation
- (3) Personal Hygiene
- (4) Facility and Equipment Safety
- (5) Effective Supervision of Inmate Workers
- (6) Harassment Prevention
- 14) Security Requirements. ARAMARK and their employees will adhere to all SFSD Rules & Regulations regarding security, as well as all security restrictions imposed by the Facility Commander.
 - a) Search of Person and Vehicle. The SFSD will provide ingress and egress to each jail facility per these requirements. All ARAMARK employees will sign in and out when entering and exiting all jail compounds and buildings. All ARAMARK employees may have to pass through a metal detector when entering or exiting a building or a secure facility. Any ARAMARK employee in any jail compound or facility, and in any other building under the control of the SFSD, is subject to search, along with their belongings and vehicles.
 - b) Duty of ARAMARK Employee to Display Valid SFSD Identification. While on duty in SFSD facilities, all ARAMARK employees will wear a valid (not expired) County Jail Clearance Card with their picture, either clipped to their outer-most clothing in the upper left quadrant of the body, or in a plastic pouch secured by a lanyard around the neck.
 - c) ARAMARK Vendors. ARAMARK must make arrangements with the SFSD facility commander for admission of all uncleared person(s) that ARAMARK schedules for a business or repair call to the facility. ARAMARK may be required to provide information regarding the person(s) so as to allow SFSD staff to perform a criminal clearance check.
 - d) Locked Doors and Key Control. ARAMARK and their employees are responsible for keeping all internal doors in their assigned work areas closed and locked. ARAMARK will keep a record of any SFSD owned keys entrusted to ARAMARK, and any other keys ARAMARK uses to open areas within its assigned SFSD work areas. ARAMARK will not duplicate any keys without the express written permission of the SFSD Facilities Services Director or designee. The SFSD Facilities Services Director will maintain an inventory of any

keys, by number and access point, provided to ARAMARK managers. ARAMARK managers will maintain a record of these keys, by number and access point, including the identity of staff that are issued keys and which keys they are issued, as well as any keys made available generally to staff during working hours. ARAMARK will also maintain logs detailing issuance and retrieval of the keys. Costs incurred in connection with keys lost by ARAMARK staff, including re-keying of existing locks or purchase of new locks, will be borne by ARAMARK. The SFSD Facilities Services Director will develop a schedule for the regular inventory of all keys issued.

At any time ARAMARK becomes aware that any key(s) are missing, they will immediately report this occurrence to the on duty Watch Commander.

- e) Product Delivery and Kitchen Security. ARAMARK will strictly adhere to SFSD requirements regarding ARAMARK staff, as well as inmates assigned to inmate kitchen meal duty. ARAMARK will actively follow requirements to ensure that no Contractor personnel are engaged in passing contraband (weapons, drugs, tobacco or other illegal items), other forbidden items, or any item from outside the facility, to the inmates. In addition, ARAMARK will monitor their employees to ensure they do not provide any inmate with access to a cell phone, or any other electronic device (including access to the regular "land line" telephones within the jails). ARAMARK shall monitor and control use of all sharp instruments and utensils (such as knives, forks, spatulas, peelers, etc.). See Section 14 (f)_ "Sharp Equipment Inventory", below. Prior to the end of the day, or to any change in inmate worker crews, ARAMARK personnel will account for, and document in a log, all equipment issued in order to prevent kitchen and serving line inmates from gaining possession of any food, supplies and kitchen equipment and utensils that could be used as a weapon or made into an illegal substance.
- f) Sharp Equipment Inventory. ARAMARK will implement a check-out and check-in log procedure for all sharp utensils and other instruments used in an assigned work area. ARAMARK will provide and utilize a locked shadow board for the secure storage and quick inventory of knives, meat forks, and other sharp or pointed utensils.

Prior to the end of an inmate worker shift, ARAMARK will account for all sharp utensils and other sharp instruments. The SFSD reserves the right to enter the kitchen and inventory all such items at its discretion. ARAMARK will report any missing items to the on duty Watch Commander or Officer-in-Charge immediately.

g) Employee and Inmate Relationships. It is ARAMARK's responsibility to require its employees to alert them whenever a person who is a relative or personal acquaintance of that employee is admitted to any jail facility as a inmate. If any ARAMARK employee is known to the company as being related to, or in a relationship with any person confined as an inmate in the County Jail complex, ARAMARK will immediately notify SFSD in writing. This includes instances of any evidence of a relationship being started between an ARAMARK employee and one or more inmates. All such reports shall be given to the Facility Commander, or other Command level staff. No ARAMARK employee will be allowed to deliver food, or food service to any inmate with whom there is a family or personal relationship.

15) Financial

- a) Assignment. ARAMARKs' rights and obligations cannot be transferred or subcontracted without the written approval from the Sheriff of the SFSD or his designee. The SFSD, by this Agreement, incurs no liability to third parties for payment of any compensation provided herein to ARAMARK.
- b) Invoicing and Payment. SFSD will compensate ARAMARK on a monthly, per meal basis. ARAMARK will submit to the SFSD, within five days from the first of the month, a day-by-day statement for the previous month indicating the grand total number of meals prepared and served as well as the total number of meals prepared and served in each of the following categories at each location and on each day of the billing cycle:

- 1) Number of inmate meals by jail facility (including special diet and/or religious meals)
- 2) Number of inmate meals delivered to the courts
- 3) Number of inmate workers meals including sack lunches (inmate workers identified by SFSD staff are eligible for two servings of each meal)
- 4) Sheriff's staff meals and itemized staff snacks, selected in lieu of a meal, by jail facility and watch
- 5) Number of Jail Health Service staff meals by jail facility and watch
- 6) Number of official guests of the Sheriff (prior authorization required).

Aramark will retain all documentation supporting its invoices and allow SFSD to review the documentation and invoices upon request.

ARAMARK will participate in the City's Automated Clearing House (ACH) enrollment for "electronic payments," as required by the City.

- c) Meal Count Reconciliation. ARAMARK and the SFSD will reconcile meal counts by month or accounting period. In the event of any dispute regarding meal counts and subsequent charges, the SFSD will resolve any discrepancy by using either its count of the actual number of meals received, or its count of the number of meals ordered, whichever is greater. The meal count figures of the SFSD shall prevail in any dispute. ARAMARK will comply, for accounting cycle purposes, with the City's fiscal year of July 1 to June 30 and calendar month periods. (See Appendices D-1 through D-3)
- d) Unconsumed Meals. The SFSD will not pay for unconsumed meals prepared in excess of the counts provided.
- 16) Quarterly Reports. In addition to reports described elsewhere in this Agreement, ARAMARK will submit in writing, within 15 days of the end of each fiscal quarter (September 30, December 31, March 31 and June 30) to the Sheriff's Chief Financial Officer and to the Custody Division Commander, a report of food service activity including, but not limited to the following:
 - a) A complete accounting of actual meals served, by month, including hot meals, sack lunches, religious and medical diets and snacks for inmates, by location. A complete accounting of actual staff meals and snacks served to staff, by location.
 - b) Details of all preventative maintenance performed on each piece of equipment, including equipment description, location, type of service performed, parts replaced (if applicable), date, and name of firm performing the service.
 - c) Details of all repairs performed on each piece of equipment, including equipment description, location, problem requiring repair, parts replaced (if applicable), who performed the work, and whether or not it was under warranty.
 - d) Provide copies of all reports and records required to qualify for Federal Surplus Commodities. (if any)
 - e) Financial (profit and loss) reports detailing the operations of the San Francisco County Sheriff's Department's food service on a monthly/accounting period, as well as quarterly and year-to-date summary basis. These statements must be the same as those produced by ARAMARK in comparable management fee accounts and should include an assessment of the overall program strengths and weaknesses, as well as recommendations for the improvement of food, service, cost control and other areas.

ARAMARK shall have 10 business days to respond to any requests by SFSD for additional data, or to any questions posed by SFSD.

- 17) Miscellaneous Reports. Contractor shall submit any additional written reports as requested by the San Francisco Sheriff's Department (SFSD). Format for the content of such reports shall be determined by the SFSD. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.
 - a) Emergency Situation Reports. ARAMARK will immediately notify the on-duty Watch Commander of any fires or accidents occurring in the kitchens or staff dining rooms. A detailed report outlining the facts of the fire or emergency will be submitted by ARAMARK to the Facility Commander within twenty-four (24) hours of the incident.

18) Emergency Plans and Contingency Meals.

- a) Contingency Meals. ARAMARK will continue to provide food service, at no additional cost to the SFSD, in the event of lock downs, jail disturbances, fire, power failure or other events that would impede normal jail operations. At a minimum, ARAMARK will isolate and maintain an onpremise inventory of food and water sufficient to prepare and serve three (3) days of scheduled meals.
- b) Emergency Plans. ARAMARK will develop a contingency plan that will allow it to continue to provide food service in the face of unexpected events including but not limited to the following:
 - Power failure
 - Fire
 - Riot
 - Lockdown
 - Labor strike
 - Earthquakes
 - Terrorist attacks
 - Any man-made or natural disaster
- c) Emergency Water. ARAMARK will make every effort to provide an emergency source of water for 72 hours if the facility does not have water service due to a catastrophic event. The SFSD will provide storage for "Water in a Box" supplies purchased by ARAMARK to fulfill this requirement.
- 19) Inmate Grievances. SFSD will submit to ARAMARK copies of written grievances SFSD receives from inmates and staff regarding the food service. ARAMARK will investigate and respond within 72 hours of its receipt of the written grievance from SFSD. The answered grievance shall be forwarded to the Facility Commander from which the grievance originated. In the event there is an appeal from the grievant after receiving the first response, the SFSD will forward that appeal and ARAMARK will respond within five business days to the originating Facility Commander.
- 20) Culinary/Vocational Program for Inmates. ARAMARK will coordinate up to two culinary/vocational training programs for inmates in one or more designated jail kitchen facilities in cooperation with the Five Keys Charter School, and will maintain the programs on a continual basis over the life of the contract. The SFSD, ARAMARK and Five Keys Charter School will work closely to ensure that all State and Five Keys' requirements are met in order to provide educational credits for the program. (See Appendix G-1)

SFSD will provide a minimum of 20 inmate workers at CJ#4, and a minimum of 20 inmate workers at CJ#5 for participation in the culinary program. CJ#2 may be substituted in or added as an additional program site upon mutual agreement between ARAMARK and the SFSD. ARAMARK will provide post-release employment references and referrals for inmates who successfully complete the culinary vocational training program.

ARAMARK will provide a grant of \$20,000 to the SFSD annually during each year of the Agreement to aid in the expansion of the Culinary/Vocational/ServSafe program.

21) Staff Meals.

- a) ARAMARK will supply the staff meal at the negotiated and agreed upon price-per-meal, and this price will include all necessary service items such as disposable plates, cups, cup holders, sugar, creamer, stirrers, napkins, disposable utensils, condiments, etc. ARAMARK will provide a fixed Staff Menu. (See Appendix C-1)
- b) Staff meals will only be prepared by ARAMARK employees.
- c) A fixed staff menu as described in Appendix C-1 will be provided for staff assigned to jail facilities. One meal for each staff member on shift will be provided at facilities that operate with three 8-hour shifts. A minimum of one meal and maximum of two meals per shift will be provided for each staff member at jails that operate with two 12-hour shifts.
- c) The procedure for SFSD staff to order meals will be as follows:

Meal tickets will be passed out during Muster. They will be collected by SFSD staff (usually Kitchen Deputy or Trustee Boss post assignments). They will be delivered to Aramark personnel in the kitchen. Aramark employees will place the ordered meals in individual bags marked with a name or star number. The meals will be delivered to the Officer Dining room by Aramark employees. Depending on the type of meal ordered, the Aramark employee will place the meal in the cooler or heater.

- d) At the request of Staff, the menu will be reviewed every six months and revised to provide variety.
- e) SFSD reserves the right to decline the provision of staff meals, during the course of this agreement, pending the re-negotiation of the Memorandum of Understanding with Sheriff's Deputy Unions.
- f) ARAMARK will not be allowed to install vending machines in any area of any jail.
- 22) Transition to a Subsequent Contractor. In the event of a change of food service providers, ARAMARK agrees to fully cooperate with any subsequent Contractor, so as to insure a smooth transition in the future.
- 23) Departmental Liaison. In performing the services provided for in this Agreement, Contractor's liaison with the San Francisco Sheriff's Department will be the Custody Division Chief or his designee. All reports, emails, concerns will be sent to the following email: SFSD.Foodservice@sfgov.org.

A-14

Appendix B Calculation of Charges

The Contractor will be compensated monthly, on a price per meal_basis. Price per-meal must include the cost of all necessary service items such as disposable plates, cups, napkins, disposable utensils, condiments, gloves, etc. The parties agree to the following per meal prices at the outset of this Agreement:

Per Meal Price, Inmate (w/o Tax) Per Meal Price, Staff(w/o Tax)

\$1.438 \$2.990

• Applicable taxes (by County where the meal is served) will be paid in addition to above prices. Currently San Francisco Tax is 8.5%, and San Bruno Tax is 8.25%.

City agrees that after the first 24 months of the contract term, either party may request a renegotiation of the per meal prices, but that any upward adjustment of these prices may not result in an annual projected cost increase in excess of that justified by the U.S. Department of Labor Consumer Price Index for San Francisco Area Away from Home Food, December 2014 Index. City is willing to renegotiate the cost per meal if the inmate population drops below 1500 for a period of 30 days or more.

*In the event SFSD staff selects a la carte food items in lieu of a full Staff Meal, .

Side Orders: Cold Cereal \$1.19 Milk (1%, ½-pt.) \$0.49 Oatmeal Cup \$1.39 Orange Juice \$0.75 Fruit Punch \$0.49 Assorted Chips \$0.75 Yogurt \$0.75 Cookies \$0.75 Salad \$0.49 Taster's Choice Instant Coffee Packet \$0.13

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APPENDIX C-1



Staff Meal options for San Francisco Sheriff's Department Meal Option1: Any1 Menu item (1-22) plus 2 sides Meal Option 2: Any 3 Sides Select Either Meal Option 1 or Meal Option 2

Menu Items:

- 1. Cold Cereal-Kellogs's or General Mills' assorted flavors with milk
- 2. Quaker's Brown Sugar Oatmeal Cup
- 3. El Monterey Breakfast burrito(sausage, egg & cheese wrapped in a flour tortilla served with salsa)
- 4. Breakfast Sandwich (sausage, egg, & cheese on a English muffin)
- 5. 5 oz Black Pepper Turkey Burger(lettuce,tomato,onion, pickle)
- 6. 5 oz Black Pepper Turkey Cheese Burger(lettuce,tomato,onion, pickle)
- 7. Freschetta Individual Pepperoni Pizza
- 8. Freschetta Four Cheese Pizza
- 9. Turkey with Cheese Sandwich; your choice of bread. Wheat or White
- 10. Ham and Cheese Sandwich; your choice of bread. Wheat or White
- 11. 5 oz Angus Beef Burger (lettuce, tomato, onion, pickle)
- 12. 5 oz Angus Beef Cheese burger(lettuce,tomato,onion, pickle)
- 13. Boca Burger(lettuce,tomato,onion,pickle)
- 14. Foster Farm's 4 oz Corn Dogs, 2 each
- 15. Tuna Sandwich; your choice of wheat or white bread
- **16.** Chicken Enchilada (Lean Cuisine)
- 17. Spaghetti/Meat sauce (Lean Cuisine)
- **18.** Macaroni & Cheese (Lean Cuisine)
- **19.** Caesar Salad (romaine lettuce, tomato, parmesan cheese, croutons)
- **20.** Chicken Caesar Salad(romaine lettuce,tomato,parmesan cheese,chicken, croutons)
- 21. Garden Salad(mixed lettuce,tomato,cucumber,carrots,egg,croutons)
- 22. Chicken Caesar Wrap (chicken, lettuce, parmesan cheese and caesar dressing wrapped in a tortilla shell).

Salad Dressings available; Newman's Own BalsamicVinaigrette, Caesar, Italian, Ranch

APPENDIX C-1

Sides (include beverages):

1% Milk-1/2pint, Orange Juice, Instant Coffee (served with cream and sugar as requested), Hot Tea Bag, Fruit Punch, Lay's Assorted Chips or Sunchips, Yoplait Yogurt, Mother's Cookie, Muffin, 2 HC Eggs, or Side Salad with choice of dressing

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Neek:	3					·	
THURSDA	Y	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY
leal Name: Break	utaar						
100% Julee (4 oz)		Swareturised Whole Grain Onimpel LP 1 1/4 ptd	100% Julca (4 cz) 1 auch	Sweetened Whole Grain Oatmeni UF	Sweetened Faving LP	100% Julce (4 ce)	Severand Farina LP 1 1/4 cu
Sweetened Faring LF	1 1/4 cust	Borambied Eggs. 3 . ozr	Togalad Onis Cernel	Hend Coolert Eag 1 each	Peanul Butter 1 gaw	Sevenianed Winsle Grain Onimeni Li ⁴ 1 1/4 cm	Pearut Suller
Hant Cooked Egg	1 engin	Cottage Fries LF/LS 1 out	Greatty Country Gravy (2 oz soy) LP/LS	Cottage Price LF/L8 1 cup	Lyannales Polulous LPA.8	Hent Cooked Egg 1 each	Hash Browns (_P 1 ou
Jonnies Poisioes LP/LS	1 544	Streusel Colfinantie 1/70 ca	Luceraice Pointons LF/LB	Bahery Binaul. 1/7D cut	Bakary Recuit	Hauth Brownit LF	Salvery Mullin 1/70 pu
Beitery Blecult	1/70 aut	1% fullik (Hal) Pint) 1 wich	Sekery Higal	1% Milk (Half Ping) 1 south	Jely 1 atolat	Streux el Colfaeculte 1/70 cul	Jely 1 pade
K MA (Hat Pint)	1 etch		1% Mile (Half Ping)		1% Milk (Hall Pint)	1% Mill((Hall Pin)) 1 each	1% Mills (Half Pint)
Isal Name: Lunc							
7. Gologna	4 azw	Fearul Buller 4 oto	T. Salard 4 arw	Pennal Butter 4 gaw	T, Harn 4 saw	Pearul Buller 4 are	Turkey 4 car
Musterd	1 papelent	Jely 1/2 g	Nuturi	Jelly 1 1/2 flips	Musterd 1 ptgigt	July 1 1/2 11 gar	Mentard 1. 0562
Wheel Greek	eola S	Wheat Breed	Wheet Broad	What Bretd 2 sibe	Wheel Greek	White Broud & silce	Wheel Broad 2, elo
Carrol Stoks of Coins (A)	3 64.9	Crange (C)	Carrol Bildes or Coins (A)	Freah Fruit 1 each	Cellery Sticks 3 gzw.	Fresh Fruit	Canol Slicks or Coine (A)
1% Milk (Half Ping)	L sach	1% Mik (Hail Pint)	1% Mills (Half Pini)	1% Milk (Half Pint)	1% MBk (Hall Pint)	1% Mile (Half Pint)	1% Milk (Half Pin)
Meel Name: Dinne		· · · · · · · · · · · · · · · · · · ·			· · · · · · · · · · · · · · · · · · ·		
Hearly Sourish Rice (3 or a	ioyi 10 aptr	Charbrolled Seaf Patter 3 az	inler Sauce (3 oz soy) 6 ozer	Chill willeans (8 az may / 1/2 a Bearra) 10 azw	Lerron Pepper Chicken 14	Severy Strogenoli (3 oz soy) 6 arw	American Goulush (3 oz 409)
Pista Beans LP	1 1/22 040	Mashed Polatose	Noodes	File 1 cup	Over Stripped Polators UF (C)	Boston Baked Esans LF 34 out	Pieto Benne LF 1 da
Calebian Vinsignatia (C)	3/4 0.0	Gravy LF/LS 2 Bg	Brocool (C)	Kesle Bland Wixed Vegetables LF (A) 1/2 cup	Toxard Saind v/ Carrola (A)	Pear & Carros (A)	Graccoll (C) 1/2 cu
Green Seens	1/2 cup	Kellin Bland Mixed Vegrabios LF (A) 1/2 cm	Garden Saled	Mexican Colesiew LF (C) 3/4 qua	LP Select Dreasing 1/2 fl og	Creany Colestan LF (C) 3/4 cup	Fresh Baland Wikas) Roll 2 op
Freeh Baked Wheel Rol	2 0274	Fresh Baland Wheel Roll 2, or	LF Salad Dreasing	Freek Baked Wheat Rol Z orow	Freeh Baked Wheet And 2 p.w	Fresh Baked Wheel Roll 2, gave	Sandadish Costale 2 and
Freah Fruit	1 sach	Sendwoh Coolde	Freeh Baked Wheel Roll	Fruity Onlines) Bar 1/79 cul	Fresh Fruit	Sandwich Cookin	Fruit Drink w/ Vitamina B12, C. D. E 4 Calabum 1 1/4 cu
Fruit Drink w/ Viternine 612, Calcium		Fruit Drink w/ Vitamina B12, C. D. S &	Strath Find	Final Drink w/ Vitemies B12, C, D, E & Osbium 11/4 oup	Fruit Drink of Vitamine B12, 0, D, E & Cablum 1 1/4 cup	Fruit Drink w/ Viturnina B13, Q, D, E & Cablum I 1/4 cup	
Construction .	1		Fruit Drink w/ Vilamins 612, C, D, E &				
		L	Celcham 11/4 cup	L	L	L	L

ent shall receive a double portion of whatever metal is being evoyed at the time, fren ato w ed by the Si niffa Deg

All entries portions purchased fully cooked, within manufacture tolerance specifications, are weight measurements prior to reheating. Cessentias and combination leuns made hom scritch are based upon approximate cooked weight measurements. Weight on cookes, bread, rails, and breachings made hom mit or scritch are based upon approximate cooked are based upon approximate cooked weight measurements. All cases raises are obtained on the based upon approximate cooked weight measurements and combination technal and the based upon approximate cooked weight measurements. All cases raises are obtained on the based upon approximate cooked cared are based upon approximate and combination do not and with sort under with sort and combination do not are based upon approximate. All cases raises are obtained on the based upon approximate and combination do not a upon approximate and combination do not are based upon approximate. All cases raises are obtained on the based upon approximate and combination do not are based upon approximate. All cases raises are upon approximate and combination do not are an adde with sort upon approximate indicated as LF (Low Pag). No post is used unless term is maned port, initiation choses with cabure is used.

NUTRETICE STATESENT: This menu meets the number of the American Connectional Association which are based upon the curvet DRI's for meles and lemains 19 to 50 years as established by the Food and Nutrition Board of the Institute of Medicine, Netional Academy of Sciences. Adequate levels of protein, stamin A, stamin A, stamin G, calcium, and icon are inducted.

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Reviewed 6/12

ARAM ARK Diettien's Signature:

Proposed 4/12 Implemented 6/12 Revised: 8/12

CITY & COUNTY OF SAN FRANCISCO CALIFORNIA Weathy Averge 2500 Colories Per Day Lase then 20% of optimize then 12.0 gen Sodium

ARAMARK Currentium Surray

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			a	CAN BLICK, CLEMEN DELANDAR SUR BLACKSBELL			
Week: 4 THURSDAY Meal Name: Breekfast	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	
100% Julos (4 cz) 1 esci	Sweetened Failine LF	100% Juice (4 cc)	Sweetanud Fedra LF	Sweetened Whale Grain Oatstaal LF	Sweetungd Farling LP	10076-Julios (4 oz) 1 esoh	
Tousied Oals Carnal 1 our	Breakfast Sausage	Give Base lated Whole Gruin Ostrasti LP	Prenut Sular	Hard Cooled Egg	Borrembled Egge 3 abw	Sumplianed Whole Grain Optimical LF 1 1/4 pap	
Creamy Country Gravy (2 or any) LFA	8 College Fries LF/LB	ous Hand Cooled Sgg	Lyonnaise Polatore LI7LB	Hash Browne LP	Lyonvalue Polates Lifild	Hend Cocher Figg	
Lyonnelse Polaioes UPLS	Belory Biscuit	Hesh Browne LP	Bakary Blacult	Bakary Malila	Bakery Bleculi	College Fries LPA.8	
Balany Bisouth 1/70 cu	1% Mile (Hall Plant)	Streusel Collegates	Jely	Jely Jackel	Jolly 1 packet	Straugel Collegication 1/79 cut	
1% MBL (Hall Pini) 1 each	1	1% Alik (Half Pint) 1 such	1% Milk (Half Pint)	1% Allik (Half Pint)	146 Milk (Hall Fini)	1% Milk (Half Pint) 1 each	
Meel Name: Lunch							
T. Selumi 4 pav	Powul Baller 4	azw Turiwy 4 azw	Pearkal Butier 4 ozw	T.Ham 4 age	Penna Buter 4 caw	T. Bolognet 4 ozw	
Numberd 1 painter	Judy 11.2	floz 1 pecket	Jaly 11/Ellioz	Mustiand 1 patrioted	Jely 11/2 For	Manapianed 1 pagesings	
When Breed	Wheel Brend	Wheel Breed . I store	Wheel Bread	Wheel Brand	Wheet Bread	Wheel Breed 2 slice	
Carrol Sticks of Coins (A)	Frank Fruit	Celery Siloks 3 azr	Orange (C)	Cauncel Sticles or Codine (A)	Fresh Fruit	Genot Bildle of Colos (A) 3 oper	
1% Milk (Hell Pint) I was)	1% Mills (Haul Fim)) 1%, Milk; (Half Pini) Mchi	1% Milk (Helf Pint) 1 each	1% Mile (Halt Pint)	1%, Nalik (Hatt Pint)	1% Milk (Heil Pini)	
Meal Name: Dinner	<u></u>				••••••••••••••••••••••••••••••••••••••		
Frita Pie (3 az "wy) 10 azr	Home-style Scaloped Polaioes (3 c soy) 10	E BECIC Chickers Quarter 1 audi		Asian Fried Rice (3 oz edy) 10 czeł	(aller Saupe (5 oc eay) 6 ozw	Sloppy Joe Miling (3 oz soy) 4 ozw	
Rice LF 1 cut	Braccoli (C)	Grevy LFiLS 2 flot	Finta Beans UF 1/2 cus	Srocool LF (C) 1/2 cup	Nancies 1/2 que	Hemburger Ban 1 each	
Com LP 1/2 cas		Maahed Polatons LP	Ketla Bland Mixed Vegelables LP (A) 1/2 cup	Gurden Salad 1/2 ous	Kettle Blend Mined Vegetables LF (A) 1/2 cup	Boaton Babiel Base UF 1 1/2 cup	
Mexican Coluctor LF (C) 3/4 cut	LF Salad Drateing	floz Paga & Carro's LF (A)	Garden Salad	LF Saled Dressing			
Fresh Salved Wiles Foll	Fresh Baked Wined Roll 2	Colesiaw Vinalgrette LF (C) 3/4 put	LP Saled Dreasing	Fresh Baked Wheat Rol 2 czw		Colesian Vinigratia (C)	
Presh Fruit	Sandwich Caskie	Freeh Baked Wheet Roll 2 cm	Fresh Baland Wheat Roll	Fresh Fruit	Sandwich Coolds 2 each	Fresh Bakad Wheat Figli 8 paw	
Fruit Drink w/ Villamins 819, C, D, E & Californ 11/4 cus	Pruil Ortnik w/ Wisceins B1P, C, D, E	4 Freah Fruit	Fruity Caliment Sar 1/70 cul	Fruit Orink w/ Vitanina St2, C, D, E & Cablum 11/4 orp	Fried Drink w/ Villanins 212, C. D. E & Calcium 114 cup	Fresh Fruit 1 asch	
		Pruit Drink s/ Vitaroins \$12, C, D, B & Calolum 1 14 out	Fruit Orinic w/ Viesniine B12, C, D, E & Culoium 1 1A cup		· · · · · · · · · · · ·	Fruit Orink w/ Viluming 812, G. D. E & Cabium 11/4 cup	

Immate workers identified by the Sharith's Department shall receive a double parties of whetever meal is being served at the time.

All entries positions purchased fully contact, within menufacture telepance apacifications, are weight measurements plot to reheating. Casesoles and combination have much are based upon approximate cooked weight measurements. Weights on cookies, bread, role, and transition have much are based upon approximate cooked weight measurements. Weights on cookies, bread, role, and transition have measurements are based upon approximate cooked weight measurements. Weights on cookies, bread, role, and transition have much are based upon approximate cooked weight measurements. Weights on cookies, bread, role, and transition due are much with any unless of remote and transition tenses and control and base we volume measurements. All casesoles and combination due are much with any unless of remote and transition due are much with any unless of remote and transition tenses are counter are based on a proposed with mergenness and control and an LF (Low Fat). No park is used unless tend to all on control as a control are based and transition due are aread and the aread park. Instantion choose with oscillarm is used.

NUTRITICH STATESIENT: This many meets the systemic guidelines of the American Connectional Association which are based upon the current DRIs for make and families 19 to 50 years as eachibhed by the Food and Numlion Board of the Institute of Medicine, Netronal Academy of Edencese. Adequate levels of protein, vibrant A, vibrant O, calchura, and icon are included.

Reviewed 8/12

ARAMARK Distilion's Signature:

Berther

14/12 temented 6/12 And: 6/12

CITY & COUNTY OF SAN FRANCISCO CALIFORNIA Wesidy Average 1200 Calories Per Day" Lees then 30% of calories from fatt lees then 2.8 graft Sodium

RAMARK

		Lees than 30% of estimate from Jus; see than 2.5 grant 3000m							
Neek: 5 THURSDAY Neel Name: Breakfast	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY			
Symposized Ferring) P	100% Julce (4 cm)	Tonaled Onte Coreal	100% Julos (4 nz) t each	Sweetaned Failing UF	100%6 Julos (4 cg) 1 estab	Buseleted Farine LF			
Hant Coolest Eog	Svenimed Whole Grain Colored LP	Greating Country Gravy (2 oz soy) LF/LS 10 ozw	Sweetened Whole Cirple Celmoni L.F 1 1/4 gap	Peanul Butter 1 cav	Sweetened Whole Grain Catiment LF 1 1/4 gup	Pound Bullar 1 paw			
Lyannaine Polaloes LP/L9	Somethied Eggs 3 core	Lyonnains Polebes LF/LS	Hard Conked Egg	Lyonnalee Poistore LF/LS	Hard Cooked Egg	Hesh Growns LF 1 que			
Baleery Siscult	College Price LF/LE	Bakuny Biscull	College Price LP/LS	Ballery Blocult	Haust Browns LP 1 aug	Bainty Multin 1/70 cut			
1% Milk (Half Phil)	Birevesi Colfescelle	1% Mills (Hauf Pind)	Beiwny Becnit. 1/70 cut	Joly 1 success	Strause Dollancipe	Jelly 1_pacium			
	1% Milk (Half Pini)		1% MBL (Hall Ping) such	1% NGC (Half Pind)	1% Milk (Had Pint) 1 each	1% Mik (Reit Pint)			
Vieel Name: Lunch	·								
T. Salaad 4 oz	Peanul Buller 4 page	Turkey 4 ozw	Peanul Butter 4 paw	T. Hant 4 ozer	Pearly! Butter 4 page	T. Bologoù 4 azw			
Musiand 1 catoful	Jaly	Mustard	Judy 1 1/2 1 92	Nuelard 1 pupler	Jally 11/2 Box	Musterd 1 packed			
Wheel Breed	Without Greater	Wheat Bread	Wheat Brand 2 slop	Wheel Brand 2 alog	Wheat Bread	Wheat Bread			
Carrot Sticks or Coine (A)	Fresh Fruit	Garrot Sticks or Colmit (A) 3 ozw	Orange (C)	Carol Sticks or Coins (A) 3 ozer	Frank Fruit	Cellery Biloks 3 apr			
1% felk (Half Pint)	1% Milk (Half Pint	1% Milk (Hell Pint)	1% Mile (Hal Pint)	(% Milk (Hall Pint)	1% hills (Hull Ping 1 each	1% Milk (Half Ping)			
Veel Name: Dinner	· · · · · · · · · · · · · · · · · · ·					· · · · · · · · · · · ·			
Texint Tamale Pis w/Combread Topping (S or: say) 10 ap	Home-sayin Scalioped Polatons (3 oz 10 ozn		680 Chicken Quarter 1 reach	Cheery Broccol Rice Capeerole (3.oz eoy) 10 cave	lialion Sauce (3 of soy) 8 orw	T. Hol Doge (1.4 or each) 2 each			
Pinta Beans LP 1 1/R ou	Keitle Blond Mbad Vagalabias (A) 1/2 cus	Boston Balled Beans LF	Calun Potatoes	Kettin Bland Mixed Vegetablee 1/2 out	Noodine 1 1/2 cam	Mustani 2 micket			
Broccal (C)	Colusier Vinsignate (C) 3/4 cup	Brogool (C)	Carrots (A)	Viraligrette Calco Colisian (C) 3/4 cup	Sincerel (C)	Whya) Bread 2 slice			
Freih Fruit	Freeh Eaked Wheel Roll	Fresh Belved Wheel Roll	Garden Salad	Fresh Balad Wheel Roll \$ ozw	Tornad Salaci w Canots (A) 1/2 cap	Boston Baked Seame LF 1 1/2 cap			
Fruil Crink w Vilamini 812, C, D, E & Cabiant 1 1/4 cu	Fruffy Calmeel Bur 1/70 cal	Freeh Fruit	L ^a Salad Drawing 1/2 (i gz.	Fresh Finis 1 eads	LF Saled Dranning 1/2 (i pe	Canole (A)			
	Fruit Drink of Vitamine 812, C, D, E & Caldium 1 1/4 out	Fruit Drink w/ Vitamine B12, C, D, E &	Freeh Baked Wheel Roll	Fruit Drive w/ Vilemine B12, C. D. E.L.	Garlo Whaaj Aol	Colesiaw Vinsignille (Č) 3/4 cup			
			Sendwich Coole 2 each		Sandwich Cootline 2 and	Fruity Colored Bar			
····		·/	Fruit Orink of Vilamine 612, C, D, E & Cabium 1 1/4 cup	/	Fruit Drink w/ Viterraine B12, C, D, E & Calolum 1 1/4 cup	Fruit Dank w/ Vilemies B12, C. D. E &			
			Capitan 11/4 Cup	L	Landahan 1 14 Cub				

re (dentified by the Sheriff's Department shall maske a double partian of whatever meal is being served at the time.

All entrue portions purchased fully contract, within menutaturar tolerance epacifications, we weight measurements prior to reheating. Casevolan and combination here a made from sonaich are based upon approximate socked weight measurements. Weight an cooles, beau role, and beautities made from role or accests are prior to baking. Paraties made from the or sonaich are based upon approximate role and with expension and combination there are based upon approximate. All casevolas and combination dishes are made with exp uncess otherwise indicated. All spectrue, and costed careal are prepared with many after uncess from Fall. No park is used unless from is named port. Initiation charace with mature is and

NUTRITION STATEMENT: This menu ments the matriane gather of the American Operation which are based upon the current DRI's for makes and temples 10 to 30 years as established by the Food and Nutrition Board of the Institute of Maddana, National Academy of Sciences. Adequate levels of protein, vitamin C, caldura, and ison are included.

Reviewed B/12

ARAMARIK Distilion's Signatures



Proposed 4/12 Implemented 6/12 Finised: 6/12

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CITY & COUNTY OF SAN FRANCISCO CALIFORNIA Weathy Anange SER Deform Per Day Least Page 3875 of caloring large list, Lans Uwn 2.8 grant. Sockum

B BOH AVVIATE Contractional Devices, LLC, (ATMAINTO, No right memory and the contraction of programmer and and Unsultantianal and ar copying will adopted user or copying the cited angles column produces and articularyor.

Week: 0						
THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY
Meel Nama: Breakfast						
100% Julee (4 oz) 5 eech	Bevortaned Parina LF	100% Juice (4 az) 1 each	Symplehed Fights LF 1/3 cup	Sweetened Whole Gasin Outsneel LP 1 1/4 cup	Sweetened Parine UP	100% Julos (4 oc)
Tossled Onis Cerepi	Greakhut Sausage	Sweetened Whole Circle Celeved LF	Feasul Butter	Hard Cooked Egg 1 auch	Scrembled Eggs 3 czw	Symetistical Whole Grain Oppmaal L ⁴
Creany Country Gravy (2 oz edy) LFAB 10. ozy	College Price LFALS	Hard Cooked Egg	Lyosmalee Polsices LPILS	Hash Browne LF	Lyonnaise Potatoes UF/LS 1 oue	Hard Cooked Egg
Lyonnaise Potatoes UF/L9	Bakery Blackii 1/79 cm	Hash Browns LP 1 sup	Bakary Booult 1/70 cut	Bakery Mullin 1/70 cul	Bakery Bitcuit 1/70 out	College Fries LF/LB
Balwry Bittuit 1/70 out	1%, Milk (Half Pint) 1 vach	Strewel Collecture 1/70 cut	Jafy 1 packet	Jally 1 packet	July 1 package	Stream Collegande 1/70 cul
1% Linn (Hul Phi) 1 ench		115 Millik (Hall Pint) 1 each	1% Milli (Hall Fint) 1 each	1% Milk (Hall Pini) 1 asph	1% Milk (Half Plint) 1 .eugn	1% Mile (Half Piet)
Meal Name: Lunch						
T. Ham 4 dow	Pearut Buller 4 ozw	1. Salam 4 aze	Feera Buller 4 ozw	T. Bologna 4 caw	Petrut Butter 4 ober	Testany 4 azw
Musued 1 packet	Jely 1 1/2 Hog	Madard 1 packet	Joshy 11/2 Bog	Mutterd 1 cadut	Jely 1/2 log	Mustard 1 paging
Wheat Gread 2 alog	Wheel Breed	Wheat Bread 2. slice	When Gread 2 stop	Wheat Bread 2 alos	Wheel Bragd 2 slice	Whent Bread
Cenol Silais or Coline (A)	Crange (C) 1 each	Carrot Sticks or Coins (A) 3 conv	Fruit Fruit	Celary Blittle 3 caw	Frich Fruit 1 each	Cantol Slicks or Coins (A) 3 czw
176 Mille (Hall Pint) 1 encle	1% Milia (Halil Pint) 1 sauth	1% Milk (Half Piety 1 ench	1% Mile (Half Pint)	1% Milk (Higi/ Pint)	1% Mak (Half Pini) 1 eticit	1% AE% (Hait Pire)
Meel Name: Dinner						
American Goulage (3 oz soy) 10 ozw	Chartrolled Beat Palle 3 02w	Chop Burry (3 ox sorg)	Chull Mana (3 cat way) 15 outw	Severy Stregunot (3 or say)	Lemon Pepper Clicken 1/4	Hearty Spanish Alice (\$ oz soy) 10 ozw
Pinju Some LP	Mached Polatons LF	Mce 1 gas	Northan Sease LF 3/4 cup	Noodlee L#	Oven Stripped Positione LF (C) 1 1/4 aug	Pinto Berry L.P. 1 1/2 000
Broccal (C)	Gravy LFLB 1 1 az	Araccolf (C)	Kette Blond Mixed Vegetables LF (A) 1/2 pup	Peter & Carrola (A) 1/2 cup	Toxage Salad w/ Carrols (A)	Cateslew Vinsignatio (C) 3/4 aug
Fresh Baked Wheet Roll 2 ozw	Kettle Evend Mined Vegetables LF (A) 1/2 cup	Clarition Balanti 1/2 ct.ap	Mexicum Cologians LF (C.) 3/4 cup	Vinsignatic Caligo Colusieur (C) 3/4 cup	UP Salud Dressing	Green Beans L.F
Freigh Fruit	Freeh Baked Wheel Roll 2 czw	LF Balad Dressing	Fresh tlakeri Wheat Holl 2 azw	Fresh Bakad Wheel Roll 2 czw	Fresh Balad Wheat Rol 2 ozer	Freeh Baland Wheet Roll 2 .02/
Fruit Drink w/ Vitemine B12, G, D, E & Cablum 11/6 oup	Bendwich Coolde 3, cech		Fruity Oximeel Ber 1/70 cut	Freeh Fruil	Fruity Catmoni Bar 1/70 gut	Freeh Freit
	Fruit Drink w/ Vilamins B12, C, D, E & Galolum 1 1/4 cup	Frash Fruit 1 sech	Frail Drink of Vitamine B12, C, D, E & Celsium 11/4 oup	Fhuit Driak w/ Vitemins B12, C, D, E & Cabium 1 1/4 cup	Frail Orink w/ Vitemine B12, C. D. E & Galolum 1 1/4 cup	Fruit Drink of Viberini 612, C. D. E &
		Freit Drink of Vitemies B12, C, D, E & Caldum 1 1/4 cep				

"In make workers identified by the Shariff's Department shall receive a double portion of whetever meet is being served at the firms.

All entrue portions purchased XBy cooled, within negulacturer minerics spatializations, mu weight measurements prior to reheating. Conserving and combination lases made two scatch are based upon approximate accessed weight measurements. Weights on context, and based weight measurements. Weights on context, and based weight measurements prior to reheating. Scatch are accessed as no observe measurements. All entry is the sequence of the sequenc

HUTRETION STATEMENT: This menu meets the nutritoral guidelines of the American Controllonal Association which are lamad upon the current DRI's for malas and lamates 19 to 80 years as adaptible by the Pool and Nythion Board of the Institute of Medicine, National Academy of Sciences. Adaptate levels of protein, visation, within 0, catabar, and two are inducided.

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Reviewed 8/12

ARAMARK Distitut's Signature:



Cilent'e Approval:

Projektici (213 Inglamania): 4713 Hariand: 1712

SÁN FRANCISCO CITY & COUNTY JAILS VEGETARIAN MENU Verdy January Ald Carata Pa Bay Lan Tan Rife And Carata Pa Bay Lan Tan Rife And La Jan

Neek:	- -						· · · · · · · · · · · · · · · · · · ·
THURSDAY		FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY
Ferningel Partie U		(DPS.Julee (4 es)	190%.Jules (4 au)	100%	Buselens Parkin LP	Berreigung Winte Gants Cohneil 1.0	Transferrer Parlan LP
Paula Nater	JAme.	Enveloped Wich Cath Cathood LP	Tractor Cells Carel	Statuted Web Gale Colored	Pannie Rutter	Stanovid Key Yalla	Presat Butter
antenne Palatara UNLE	1.994	Second Tes Pails	CHINA COUNTY LINUY & LA STATISTIC	Reported.	Lawrence Person LPLS	Hash Brands C	High Research
terry Knowl	1.89	General Print LFAUE	18 opp	12 cup Cubico Frim LALS	tier tind	I cap	Scherry Martin
William Prop. Proc.	1/18.54	filled Gelleratin	Valuery Renal	filler lines	Jalo	145 ARTs (Fig) Mail	SUPPLIES.
	<u>1_saab</u>	1% Mile Orland Print	175 AND AT 178	176 Mile (Hud Plag	194 Milk Cluff Point	1 east	15 Lab plat ring
hal Hense: Lunch				1.000	1 unde		1 sub
in stalling fills		Trian Torier	Hundrat	Forma Busar	Seatored Day Piels	Personal Batter	Wind
	1 99	300	Wind India		N-shirt		When Bread
The local second		Wheel Brief	Canal Children of Canal	Wining Broug	Wind State	Villand Logal	Cattere Billelin
Sure Fiele or Call	1 afri	Frank Pade	175 Mith drialf Paul	Granes J site	Caures Micha ar Gaires	fresh Pad	The belle (Hell Pint)
14 Mile Drag Field	<u>. 1 milit</u>	ISTAN CHAT Phat	1 ##	1% Alls Chief Plant	19. 34L (19.1 Phil	116.000 (16.0 (2.1)	
leel Neme: Dinner			L	1.000	and the second second second second	<u> </u>	
Construe Prototiles 2 per super-		Harts angle Bealingers Portsteats (8 sz	Manual & Chuese Countrie & to	Nerten Bart Like	Charles Resided Files Canadarate (2 or	Haliza Baues (2 ex soul	Free Areas LP
	18 499	ener 10 sea	ting 18 etw	1 Mit carp	bergi fill anne Versandelan.	Rending LP	1 VE aug
l aldia Villa	. 1/2 910	Verd and the Calestine	Log	Carda 1 at	Cristing Calculate	1.00	Circle 1 and
	35.00	Princh Baland Witmat Rid	Preside Without Mileton	Gerden Salut	Tread Refer When the	Tabled Sales of Carrols	Colesian Weilmette
Fresh Rahad Witnest Flat	yak ti sek	Fullimer Manual	Freeh Fadt	1/1 Call	Prode Plat	LP Saled Distance	Vitrasi Trend
Freeh Prod		Trin Ditals of Vilarian ST.E.C.D.E.A	Problems of Vision BLL C. D. C. C.	Field Mines Think Ref.	Prul Dilla w Vianim Will D. D. E A	Garlie Wheel Ref	Trish Frail
Prot State of Vilantics Still C	1 444	Cablell 114 op	Cellun 114 ap	Philip w site and		£ 4400	t engli
rna suna of vincence (FL, C Calebra	14 84			1 putient		(fall() (g) or VII and) 1 parties	Paint Chines and Vingening State, C. C. & & Calabum 11/4 amp
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Climita Approvals

SAN FRANCISCO CITY & COUNTY JAILS VEGETARIAN MENU Lass Sea 2014 of Januar 2014 Citatian for Lingua Landan

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SAN FRANCISCO CITY & COUNTY JAILS VEGETARIAN MENU Versity Annual Stati Clining For Day Loss des d'alla Clining For Day Loss des d'alla Transaction For Day

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Proposal IVIII Implementation Office Company's Office

SAN FRANCISCO CITY & COUNTY JAILS VEGETARIAN MENU VEGETARIAN MENU

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Client's Approvals

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SAN FRANCISCO CITY & COUNTY JAILS VEGETARIAN MENU VEGETARIAN MENU VEGETARIAN MENU VIII VANNA KAN KEN KEN KEN KEN KAN

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SAN FRANCISCO CITY & COUNTY JAILS VEGETARIAN MENU Vesety Assessment and Reveal of the Bay Loss was the contained from Spirits from Bayer Sustan

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Nevlewed #12

ARAMARK Bistine's Standards .

COUNTY JAIL # INMATE MEAL COUNT DATE: BREAKFAST DAY: LUNCH DINNER LOCATIOI (CELL/POD) ADDITIONAL MEALS NUMBER OF MEALS SAFETY CEL WORKERS COURT SWAP SFGH TRANS. KOSHER VEGAN DIET SUBTOTAL 0 Comments: Ō TOTAL SUBTOTAL COUNT Ō Ordered/Prepared By (Dep. Name and Star): Meals Approved By (Watch Commander): Aramark- Received By: Meals Verified and Received By (Dep. Name and Star):

APPENDIX D MONTHLY STAFF MEAL COUNT PREPARED BY:____ APPROVED BY:__

MONTH:____

SHIFT:_

DAY of THE MONTH: Total Meals ordered

See NLA		Midnight Watch	2451	Day Watch	144RA	Swing Watch
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APPENDIX D-2

CJ2 MEAL COUNT SHEET			Date			Day of Week		
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	L							
Reason	for Add Ons:					SFGH Lui	nches	<u> </u>
DINN	ER MEAL							
			Less Kitcl	hen Worke	rs:	<u></u>		
	REGULAR	DIFTS	Subtotal	Add-ons	Total	KOSHER		
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B-Pod				-		-		
C-Pod					•			
D-Pod						,	Arama	rk Supervisor
E-Pod								
F-Pod								
Total			1				Watch	Commander
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ACASON	for Add Ons	_				Dinner Sn	acks	

APPENDIX D-2

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APPENDIX D-2 SAN FRANCISCO COUNTY JAIL #3 - 6th Floor

ARAMARK

MEAL COUNT

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CART 2				
CART 3				
CART 4				ARAMARK SUPERVISOR/SFSD
CART 5				
TOTAL				Representative

SNACKS

APPENDIX D-2 SAN FRANCISCO COUNTY JAIL #4 – 7TH FLOOR

ARAMARK

MEAL COUNT

DATE	

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DAY OF THE WEEK

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	REGULAR	DIETS	KOSHER	TOTAL			
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FRONT OFFICE							
H (BACK)							
A							
B							
C							
D							
POST 12							
SOUTH WING							
POST 28							
SAFETY C				-			
TOTAL							

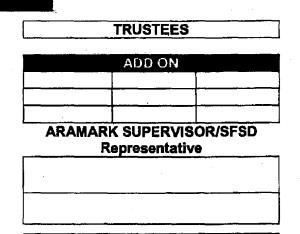
 TRUSTEE	S
ADD ON	
	ISOR/SFSD
 Representat	

LUNCH

	REGULAR	DIETS	KOSHER	TOTAL
TRUST				
FRONT OFFICE				
H (BACK)				
A				
B				
C				
D				
Post 12				
SOUTH WING				
POST 28				
SAFETY C				
TOTAL				

	REGULAR	DIETS	KOSHER	TOTAL
TRUST	-		·	
FRONT OFFICE				
H (BACK)				
A				
B				
C			· · · · ·	
Ď				
Post 12				
SOUTH WING				
POST 28				
SAFETY C	-			
TOTAL]

DINNER



SNACKS

County Jail 5 Daily Meal Count

County Jail 5 Daily Meal Count

CJ 5 MEAL COUNT SHEET

BREAKFAST MEAL

Date:

	REGULAR	DIETS	KOSHER	Total	Discrepancies	
Medical						
1A-Pod						
1B-Pod				-		
2A-Pod						
2B-Pod		2				
3A-Pod						
3B-Pod						
4A-Pod						Aramark:
4B-Pod						
5A-Pod						
5B-Pod						
6A-Pod						
6B-Pod						
7A-Pod						Kitchen Deputy:
7 B-P od						
8A-Pod					· .	
8B-Pod						
A-Pod						
B-Pod		-				
C-Pod						
Safe Cell						
Pending	0					
Total	0	0	0	0	0	

Trustee meals for kitchen workers in 1A & 1B

County Jail 5 Daily Meal Count

CJ 5 MEAL COUNT SHEET

Lunch

Date:

	REGULAR	Diets	Kosher	Total	Discrepancies	
Medical						
1A-Pod						
1B-Pod						
2A-Pod		-				
2B-Pod						
3A-Pod						
3B-Pod						
4A-Pod						
4B-Pod	i			· · · · · · · · · · · · · · · · · · ·		Aramark Staff:
5A-Pod						
5B-Pod						
6A-Pod						
6B-Pod						
7A-Pod						·
7B-Pod	}			•		Kitchen Deputy:
8A-Pod			-			
8B-Pod					· · · · · · · · · · · · · · · · · · ·	
A-Pod						
B-Pod						
D-Pod		<u> </u>				
afety Cell	The second se				l	
Pending						
TOTAL	0		ol o	- 0	0 0	

APPENDIX D-2 County Jail 5

Daily Meal Count

					Date:		
Dinner Meal			الان التشير فسمست				
		· · · · · · · · · · · · · · · · · · ·			·		
	REGULAR	DIETS	KOSHER	TOTAL	Discrep/pod workers		
Medical							
1A-Pod							
1B-Pod						,	
2A-Pod				•		· · ·	
2B-Pod							
3A-Pod							
3B-Pod							
4A-Pod						ARAMARK	
4B-Pod							
5A-Pod							
5B-Pod							
6A-Pod		· .					
6B-Pod							
7A-Pod						· · · · · · · · · · · · · · · · · · ·	
7 B-Pod						Kitchen Deputy	
8A-Pod							
8B-Pod							
A-Pod							
B-Pod							
C-Pod							
5M-PENDING							
M-SAFE CELL						· ·	
Total	0	0	. 0	0	0		

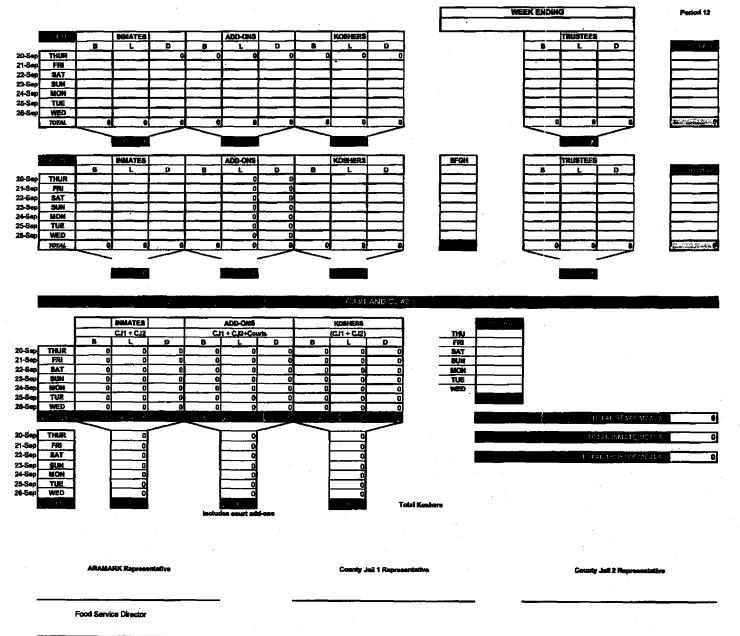
Reason for Add Ons:

Trustee meals = Back-up meals for diets d

Kitch Deputy discrepancies

0 bag lunches for Safety Cell

APPENDIX D-3 Aramark Meal Count (Weekly Form)

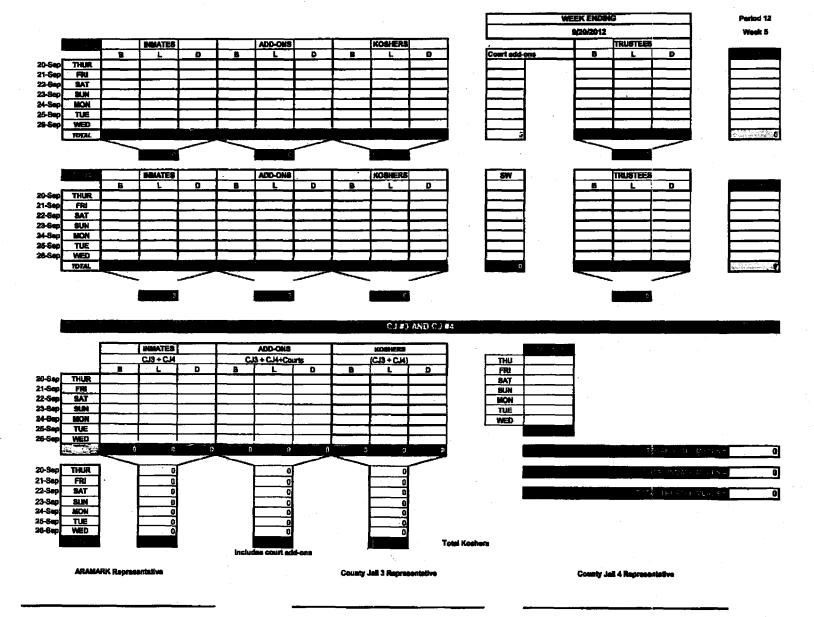


Date Signed

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1

APPENDIX D-3 Aramark Meal Count (Weekly)



Food Service Director

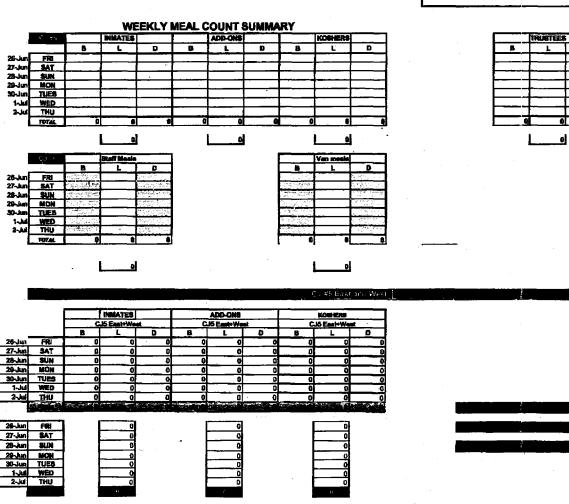
Date Signed

APPENDIX D-3 Aramark Meal Count (Weekly)



D

0



ARAMARK Representative

County Jail 6E Representative

County Jall SW Represe

STAFF MEALS

TRUSTER MEALS -

Food Service Director

Dets Signed

APPENDIX E SF Sheriff's Department Owned Equipment Inventory

					pastinent Owne			
item:	Qty:		Mfg:	Model:	Serial #:	Location:	Date:	Note:
1	1	60-Gal Gas Fired Steam Kettle	Vulcan	GS60E	27-1178733	Kitchen		
2		Chopper						Missing. Moved to CJ#4.
3	2	Coffee Maker	?	?	?	Kitchen		Not in use. Left unit missing sightglass
4	_1	Convection Oven	Vulcan	?	?	Kitchen		
5	1	Double Convection Oven	Snorkel Vulcan			Kitchen		
6		Food Warmer	?	?	?			Missing. Moved to CJ#4
7	2	Griddles	Vulcan	?	?	Kitchen		
8	1	Ice Machine	Monitowoc	?	?	Kitchen		
9	1	Mixer	Hobart	H-600T	11-1010-744	Kitchen		
10	1	Mixer	Welbelt	W-20	9909030001	Kitchen		
11	1	Mixer	Hobart	A-120T	11-1010-411	Kitchen		
12	1	Reach-in Cooler	Victory	?	?	Kitchen		
13		Slicer	?	?	?			Missing
14	1	Tilting Skittle	Vulcan	?	?	Kitchen		
15		Trays (Meal Service)						100 must be kept in reserve at all times
16	1	Tray Washer w/Booster	The Stero Company	SCT-76SC	59491-6-93	Kitchen		
17	1	Walk-in Cooler	?	?	?	Kitchen		
18	1	Walk-in Cooler and Freezer	?	?	?	Kitchen		
19	1	Walk-in Coolers and Freezer Refrigeration Unit	Cold Zone	CZ6S3A	B03203439	Roof		
	-							
							·	
								· · · · · · · · · · · · · · · · · · ·
						·		
		_						

Inventory By: SFSD STAFF:_____

ARAMARK STAFF: _____

Date Completed:_

Next Scheduled Inspection:_

APPENDIX E Sheriff's Department Owned Equipment Inventory

1 Basement Cooler ? ? ? Bessmert / Storkseger/nee 2 1 Besement Cooler Condensing Unit ? ? ? Notes Repert / Across from Gas 3 1 Besement / Freezer ? ? ? Across from Gas 4 1 Besement / Freezer ? ? ? NoteStable / Across from Gas 5 1 Chopper OUT ? ? ? NoteStable / Across from Gas 6 1 Convestion Oven MINITOWOC MOOS-IDESS 111122000222 NoteInten 7 1 Demestion Oven fri MINITOWOC MOOS-IDESS 111122000222 NoteInten 1 Double Convection Oven fri MINITOWOC MOOS-IDESS 111122000223 NoteInten 10 1 Food Wammer FEW TS15 C2840833 NoteInten 12 1 Double Convection Dven friz VULCAN VAG0-SET-EX NoteInten 13 1 Food Wammer FEW	item:	Qty:	Description:	Mfg:	Model:	Serial #:	Location:	Date:	Note:
2 1 Basement Cooler Condensing Unit 7 7 Access from Gas Meter Room 3 1 Basement Freezer 7 7 ? Access from Gas 4 1 Basement Freezer 7 ? ? Resement / Storekeeper Area 5 1 Chooper OUT ? ? Access from Gas 6 1 Comparison Oven MINITOWOC MCOGS-10ESS 1111230002253 Kitchen 7 1 Cooprection Oven MINITOWOC MCOGS-10ESS 1111230002253 Kitchen 7 1 Double Convection Oven #1 MINTOWOC MCOGS-10ESS 1111230002253 Kitchen 7 1 Double Convection Oven #1 MINTOWOC MCOGS-10ESS Nithen		,	•				Basement /		
2 1 Basement Cooler Condensing Unit 7 7 7 7 Across from Gas Meter Room 3 1 Basement / Freezer 7 7 7 Storokesper Anaa 4	וי	1	Basement Cooler	~	(r	Storekeeper Area		
2 1 Unit 1 Autuss incin loss Miller Room 3 1 Basement Freszer ? ? ? Basement / Storkeeper Area 4 1 Basement Freszer ? ? ? Receper Area 5 1 Chopper OUT ? ? Across from Gass 6 1 Convection Oven MINITOWOC MCOGS-10ESS 111122000223 Kitchen 7 1 Convection Oven #1 ? ? ? Kitchen 9 1 Double Convection Oven #1 ? ? ? Kitchen 10 1 Food Warmer FEW TS16 C994033 Kitchen 11 1 Food Warmer ? ? ? Roof 12 1 Food Warmer ? ? ? Roof 13 1 Food Warmer ? ? ? Roof 14 Freezer Condensing Unit ? ? <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>									
3 1 Basement Freszer ? ? Resement Freszer ? ? Basement Freszer ? ? ? Basement Freszer ? ? ? Storskeeper Area	2	1		?	?	?	Across from Gas		
3 1 Basement Prezzer 7 7 7 Storekeeper Arse 4 1 Basement Freezer ? ? Acces from Gas 5 1 Chopper Outr ? ? Mater Room 5 1 Chopper Outr ? ? Mater Room 6 1 Convection Oven MINITOWOC MCOGS-10ESS 1111123000252 Kitchen 7 1 Convection Oven #1 ? ? ? Kitchen 8 1 Double Convection Oven #1 ? ? ? Kitchen 10 1 Food Warmer FEW TS15 C9940633 Kitchen 11 1 Food Warmer ? ? ? Kitchen 13 1 Freezer Condensing Unit ? ? ? Ritchen 14 1 Freezer Condensing Unit ? ? ? Ritchen 14 1 Freezer Condensing Unit	Í		Onit				Meter Room		
4 1 Basement Freezer Condensing Unit 7 7 Not Eastaile / Across from Gas Meter Room 5 1 Chopper OUT 7 7 Kitchen 6 1 Convection Oven MINITOWOC MCOGS-0ESS 1111230002252 Kitchen 7 1 Convection Oven MINITOWOC MCOGS-0ESS 1111230002253 Kitchen 8 1 Double Convection Oven #ft 7 7 Kitchen 7 9 1 Double Convection Oven #ft 7 7 Kitchen 7 10 1 Food Warmer FEW TS16 C9940634 Kitchen 11 1 Food Warmer 7 7 7 Ritchen 12 1 Food Warmer 7 7 7 Ritchen 13 1 Food Warmer 7 7 7 Ritchen 14 1 Freezer Condensing Unit 7 7 7 Roof 14 <td< td=""><td></td><td>4</td><td>Presentent Emerger</td><td>2</td><td></td><td>2</td><td>Basement /</td><td></td><td></td></td<>		4	Presentent Emerger	2		2	Basement /		
4 1 Basement Presser Underwing Unit ? ? ? Across from Gas Meter Room 5 1 Chopper OUT ? ? Kitchen 6 1 Convection Oven MINITOWOC MCOGS-10ESS 111123000252 Kitchen 7 1 Convection Oven #1 ? ? ? Ritchen 8 1 Double Convection Oven #1 ? ? ? Ritchen 9 1 Double Convection Oven #1 ? ? ? Ritchen 10 1 Food Warmer FEW TS16 C9940833 Ritchen 11 1 Food Warmer ? ? ? Ritchen 12 1 Food Warmer ? ? ? Ritchen 13 1 Food Warmer ? ? ? Ritchen 14 1 Froezer Condensing Unit ? ? ? Ritchen 15 1 Ga	3		Dasement Freezer	r	f	r	Storekeeper Area		
4 1 Condensing Unit Y Y Across from Gas Meter Room 5 1 Chopper OUT ? ? Kitchen 6 1 Convection Oven MINITOWOC MC065-10ESS Kitchen 7 1 Convection Oven MINITOWOC MC065-10ESS Kitchen 8 1 Double Convection Oven #1 ? ? Ritchen 9 1 Double Convection Oven #1 ? VULCAN VC4G0-SEFCAH 48-1473319 10 1 Food Warmer FEW TS16 C9940833 Kitchen 11 1 Food Warmer FEW TS16 C9940833 Kitchen 12 1 Food Warmer ? ? ? Roof 13 1 Food Warmer ? ? ? Roof 14 1 Freazer Condensing Unit ? ? ? Roof 15 1 Gertege Dispoceal IN SINK ERATOR S			Basament Emerar				HOJ Eastside /		
1 Chopper OUT ? Mean Four 6 1 Convection Oven MINITOWOC MCOGS-10ESS 1111/23000252 Kitchen 7 1 Convection Oven #I ? Q Y Y 8 1 Double Convection Oven #I ? Y Y Y 9 1 Double Convection Oven #I ? Y Y Y 10 1 Food Warmer FEW TS13 C9940833 Nitchen 11 1 Food Warmer ? ? X Kitchen 12 1 Food Warmer ? ? ? Nitchen 13 1 Food Warmer ? ? ? Nitchen 14 1 Froecer Condensing Unit ? ? ? Nitchen 16 1 Gerbage Disposal INSINK ERATOR \$\$\$275-28 11120006927 Nitchen 17 1 Hordether \$\$2075MA1 \$\$21	4	1		?	?	?	Across from Gas		
6 1 Convection Oven MINITOWOC MCOGS-10ESS 1111230000252 Kitchen 7 1 Convection Oven #1 ? ? ? ? Ritchen				·					
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9 1 Double Convection Oven #2 VULCAN VC4G0-SEFCAH 48-1473319 Kitchen 10 1 Food Warmer FEW TS13 C9940633 Kitchen 11 1 Food Warmer FEW TS16 C9940634 Kitchen 12 1 Food Warmer ? ? Kitchen		1		MINITOWOC	MCOGS-10ESS	1111230000253			
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12 1 Food Warmer ? ? ? Kitchen 13 1 Food Warmer ? ? ? Kitchen 14 1 Freezer Condensing Unit ? ? ? Roof 15 1 Garbage Disposal IN SINK ERATOR SS-75-28 11129096927 Kitchen 16 1 Griddle JADE RANGE ? ? Roof 17 1 Hot Water Steam Kettle LEGION UTENS. ? 10589 Kitchen 18 1 Ice Machine SCOTSMAN BH1100BB-A 11071330010210 Kitchen 20 1 Microwave sharp R-21cd 74897 Kitchen 20 1 Microwave sharp R-21cd 74897 Kitchen 21 1 Siteer HOBART 2912C 581-180-555 Kitchen 22 1 Siteern Kettle DOVER 1FT-40 1977/83776 Kitchen 23 1 Steam Kettle DOVER 1FT-7 ? Kitchen <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>									
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17 1 Hot Water Steam Kettle LEGION UTENS. ? 10889 Kitchen 18 1 Ice Mechine SCOTSMAN BH11008B-A 11071330010210 Kitchen 19 1 Microwave sharp R-21Icf 74897 Kitchen 20 1 Mixer HOBART V-1401 11-185-940 Kitchen 21 1 Silcer HOBART 2912C 561-180-555 Kitchen 22 1 Steam Kettle DOVER 1FT-40 1977/83745 Kitchen 23 1 Steam Kettle DOVER 1FT-60 1977/83777 Kitchen 24 1 Steam Kettle DOVER 1FT-7 ? Kitchen 25 1 Steam Kettle DOVER 1FT-7 ? Kitchen 26 Trays (Meel Service) must have 100 trays in reserve at all tim 27 1 Tray Washer w/Booster ESTERO COMP SC-5-2-4 687771-12-00 Kitchen								·	
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19 1 Microwave sharp R-21/cf 74897 Kitchen 20 1 Mixer HOBART V-1401 11-185-940 Kitchen 21 1 Silcer HOBART 2912C 561-180-555 Kitchen 22 1 Stearn Kettle DOVER 1FT-40 1977/83745 Kitchen 23 1 Stearn Kettle DOVER 1FT-60 1977/83777 Kitchen 24 1 Stearn Kettle DOVER 1FT-60 1977/83776 Kitchen 25 1 Stearn Kettle DOVER 1FT-7 7 Kitchen 26 Trays (Meel Service)		1							
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25 1 Steam Kettle DOVER 1FT-? ? Kitchen 26 Trays (Meel Service) must have 100 trays in reserve at all tim 27 1 Tray Washer w/Booster ESTERO COMP SC-5-2-4 68771-12-00 Kitchen 28 1 Walk-in Cooler #1 BALLY CASE 3478-1 K0167-1 Kitchen 29 1 Walk-in Cooler #2 BALLY CASE 3478-1 K0167-2 Kitchen 30 1 Walk-in Cooler #3 RUSSELL AA26-70B L9743791-021 Kitchen 31 1 Walk-in Cooler #3 & 4 COPELAND EAVA021E-TAC-800 08A63589R Compressor Room / Post 28 Comidor 32 1 Walk-in Cooler #4 RUSSELL AA2670B D9850516-041 Kitchen									·
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30 1 Walk-In Cooler #3 RUSSELL AA26-70B L9743791-021 Kitchen 31 1 Walk-In Cooler #3 & 4 Refrigeration Compressor COPELAND EAVA021E-TAC-800 08A63589R Compressor Room / Post 28 Comidor 32 1 Walk-In Cooler #4 RUSSELL AA2670B D9850516-041 Kitchen									<u> </u>
31 1 Walk-in Cooler #3 & 4 COPELAND EAVA021E-TAC-800 08A63589R Compressor Room / Post 28 Comidor 32 1 Walk-in Cooler #4 RUSSELL AA2670B D9850516-041 Kitchen									
31 1 Refrigeration Compressor COPELAND EAVAU21E-1AC-800 08A63589R Post 28 Comidor 32 1 Walk-in Cooler #4 RUSSELL AA2670B D9850516-041 Kitchen	30			KUSSELL	AA20-/05	L8/43/81-021			
32 1 Walk-in Cooler #4 RUSSELL AA2670B D9850516-041 Kitchen	31			COPELAND	EAVA021E-TAC-800	08A63589R			
	32			BUSSELL	AA2670B	D9850516-041		·	
33 1 Walk-in Fragzer BOHN 79516 ? Kitchen	33		Walk-in Freezer	BOHN	79516		Kitchen		

Inventory By: SFSD STAFF:_

ARAMARK STAFF:

Date Completed:

Next Scheduled inspection:_

APPENDIX E

SF Sheriff's Department Owned Equipment Inventory

Item:	Ohr	Description:	Mfg:	Model:	Serial #:	Location:	Date:	Note:
4		100 Gal Kettle	Hobart	KGL-100	38470036-01/02	Kitchen		
2		40 Gal Kettle Tilting	Hobart	KGL-40	3850-036-01	Kitchen		Not working, Parts used to fix others
2	1	60 Gai Kettle	Hobart	KGL-60	3849-036-01	Kitchen		
4		80 Gal Kettle	Hobart	KGL-80	3848-036-01	Kitchen	<u>}</u>	+
5		80 Qt Mixer	Hobart	M802C	31-1295952	Kitchen		<u></u>
6		80 Qt Mixer	Hobart	M802	11-046-102	Kitchen		From Old CJ3, Need service to use
7	4	Buffalo Chopper	Hobart	84186C	56-1180250	Store		not in use
- 8		Cold MakeUp Unit	Servolift Eastern	502-3N		ODR		
9		Convection Oven	Hobart	HGC502		Kitchen		#6 no heat
			Hobart	HCM-450C	31-1295755	Kitchen		Broken lid
10		Cutter / Mixer	Hobart	FT922BD	27-1130646	Kitchen		Need drain extension
11		Dishmachine		FP350	the second s			
12	1	Food Processor	Hobart	FP350	761025837	Store		not in use
13	3	Griddle with 2 ovens	Jade	JSR-72G-3636	10620614CT/15C T/16CT	Kitchen		Gas smell
14	_2	Heated Cabinit	BevLes	CS71-CVMP15-SB	30249/30250	Kitchen		one in ODR
15	2	Hot H2O Dispenser	FetCo	HWB-25	04708903A / 04708803A	Kitchen	•	One not working
16	1	Hot MakeUp Unit	Servolift Eastern	501-U3		ODR		
17	1	Ice Machine				Kitchen		
18	1	Refrigeration Unit for walkin boxes	Coldzone	Custom		Outside		
19	1	Roll-in Reefer	Victory	RISA-2D-S7	K0389567	Kitchen		
20	1	Roll-in Reefer	Victory	RISA-1D-S7	K0389466	Kitchen		
21	1	Scale	Hobart	15-2	81027165	Store		
22	1	Slicer	Hobart	2912C		Store		
23	1	Steamer	Cleveland	36PCGM300	WC81220-04-0- 01	Kitchen		Not working, long time
24		Tray (Meal Service)						100 trays must be kept in reserve at all times
25	1	Tray Conveyor	Gates			Kitchen		
26	5	Walkin Refrigeration Boxes	Kolpak	Custom		Kitchen		
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Inventory By: SFSD STAFF:_

_____ ARAMARK STAFF: ____

4

Date Completed:

Next Scheduled Inspection:_

APPENDIX F

SIF Sheriff's Department Owned Equipment Maintenance Record

item:			Mfg:	Model:	Maintenance Frequency:	Maintenance Date:	Note:
1		60 Gai Gas Fired Steam Kettle	Vulcan	GS60E			
2		Chopper					Missing. Moved to CJ#4.
3		Coffee Maker	?	· ?			Not in use. Left unit missing sightglass
4		Convection Oven	Vulcan	?			
5		Double Convection Oven	Snorkel Vulcan				
6		Food Warmer	?	?			Missing. Moved to CJ#4
7		Griddles	Vulcan	?			
8		Ice Machine	Monitowoc	?			
9		Mixer	Hobart	H-600T			-
10		Mixer	Welbelt	W-20			
11		Mixer	Hobart	A-120T			
12	1	Reach-in Cooler	Victory	?			
13		Silcer	?	?			Missing
14		Tilting Skittle	Vulcan	?			
15		Trays (Meal Service)				•	100 trays must always remain in reserve
16	1	Tray Washer w/Booster	The Stero Company	SCT-76SC			
17	1	Walk-in Cooler	?	2			
18		Walk-in Cooler and Freezer	?	?			
19	1	Walk-in Coolers and Freezer Refrigeration Unit	Cold Zone	CZ6S3A			
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Maintenanace Inspection Completed By: SFSD STAFF

Date of Completion:

F-1

County Jail #4

APPENDIX F

SI[:] Sheriff's Department Owned Equipment Maintenance Record

	SI- Sherim's Department Owned Equipment Maintenance Record								
ltem:	Qty:	Description:	Mfg:	Mode):	Maintenance Frequency:	Maintenance Date:	Note:		
1	1	Basement Cooler	?	?					
2	1	Basement Cooler	?	?					
		Condensing Unit							
3	1	Basement Freezer	? ·	?					
4	1	Basement Freezer	?	?					
		Condensing Unit			• •	· · ·			
5	1	Chopper	OUT	?					
6	1	Convection Oven	MINITOWOC	MCOGS-10ESS					
7		Convection Oven	MINITOWOC	MCOGS-10ESS					
8	1	Double Convection Oven	?	?					
		#1			· · · · · · · · · · · · · · · · · · ·				
9	1	Double Convection Oven	VULCAN	VC4G0-SEFCAH					
		#2							
10		Food Warmer	FEW	TS13					
11		Food Warmer	FEW	TS16					
12		Food Warmer	?	?					
13		Food Warmer	?	?					
14	1	Freezer Condensing Unit	?	?					
15		Garbage Disposal	IN SINK ERATOR						
16		Griddle	JADE RANGE	?					
17		Hot Water Steam Kettle	LEGION UTENS.	?					
18		Ice Machine	SCOTSMAN	BH1100BB-A					
19		Microwave	sharp	R-21lcf					
20		Mixer	HOBART	V-1401					
21		Slicer	HOBART	2912C					
22		Steam Kettle	DOVER	1FT-40					
23		Steam Kettle	DOVER	1FT-60					
_ 24 _		Steam Kettle	DOVER	1FT-60					
25	1	Steam Kettle	DOVER	1FT-?					
26	1	Tray Washer w/Booster	ESTERO COMP	SC-5-2-4					
27		Walk-in Cooler #1	BALLY CASE	3478-1		L			
28		Walk-in Cooler #2	BALLY CASE	3478-1		<u> </u>			
29		Walk-in Cooler #3	RUSSELL	AA26-70B					
30		Walk-in Cooler #3 & 4	COPELAND	EAVA021E-TAC-800					
		Refrigeration Compressor	2 2						
31	1	Walk-in Cooler #4	RUSSELL	AA2670B					
32		Walk-In Freezer	BOHN	79516	· · · · · · · · · · · · · · · · · · ·				
لعقبا		144 auv-111 E 100201							

Maintenanace Inspection Completed By: SFSD STAFF

Aramark Staff:

Date of Completion:

APPENDIX F SF Sheriff's Department Owned Equipment Maintenance Record

- T				Sherm S Deparan	Maintenance	Maintenance	
item:	Qty:	Description:	Mfg:	Model:	Frequency;	Date:	Note:
1	2	100 Gal Kettle ·	Hobart	KGL-100	i i oqualicy.	7/24/12	
2		40 Gal Kettle Tilting	Hobart	KGL-40		1	Not working, Parts used to fix others
3		60 Gal Kettle	Hobart	KGL-60			
4		80 Gal Kettle	Hobart	KGL-80			•
5		80 Qt Mixer	Hobart	M802C		· · · · · · · · · · · · · · · · · · ·	
6		80 Qt Mixer	Hobart	M802			From Old CJ3, Need service to use
7		Buffalo Chopper	Hobart	84186C			not in use
8		Cold MakeUp Unit	Servolift Eastern	502-3N			
9		Convection Oven	Hobart	HGC502	·····		#6 no heat
10		Cutter / Mixer	Hobart	HCM-450C			Broken lid
11	1	Dishmachine	Hobart	FT922BD		1	Need drain extension
12	1	Food Processor	Hobart	FP350			not in use
13	3	Griddle with 2 ovens	Jade	JSR-72G-3636			Gas smell
14	2	Heated Cabinit	BevLes	CS71-CVMP15-SB			one In ODR
15	2	Hot H2O Dispenser	FetCo	HWB-25	· · · · · · · · · · · · · · · · · · ·		One not working
16		Hot MakeUp Unit	Servolift Eastern	501-U3			
17		Ice Machine					
18		Refrigeration Unit for walkin boxes	Coldzone	Custom			
19	1	Roll-in Reefer	Victory	RISA-2D-S7			
20	1	Roll-in Reefer	Victory	RISA-1D-S7			
21	1	Scale	Hobart	15-2			
22	1	Slicer	Hobart	2912C			
23	1	Steamer	Cleveland	36PCGM300			Not working, long time
24		Trays (Meal Service)					100 trays must be kept in reserve at all times
25	1	Tray Conveyor	Gates				
26		Walkin Refrigeration Boxes	Kolpak	Custom			
			·				
							· · · · · · · · · · · · · · · · · · ·

Maintenanace Inspection Completed By: SI-SD STAFF ______

Aramark Staff: _____

Date of Completion:

Date of Next Maintenance Inspection:

APPENDIX G Aramark Culinary Program Expectations

ARAMARK shall provide a comprehensive culinary program, including the ServSafe training and certification, ServSafe Managerial training and certification, and the CA Food Handler's Test for prisoners working in the jail kitchens and participating in Jall educational programs. These programs will be coordinated through the jail educational program (Five Keys Charter School) and / or Five Keys post-release program, and include a job placement component. The job placement component is subject to the security requirements of ARAMARK's various business units.

- Aramark shall provide Five Keys a formal outline and curriculum of a comprehensive prisoner culinary / vocational / ServSafe training program in Food Preparation and Basic Cooking.
- 2. Aramark shall endeavor to use commodities from the SFSD Garden Project, by December 31, 2013. Notwithstanding the foregoing, however, any utilization by Aramark of commodities from the SFSD Garden Project shall be fully conditioned on the terms and conditions set forth on page 6.1 of Aramark's proposal dated April 9, 2012, which is incorporated by reference as if fully stated herein,
- 3. This curriculum must be current and the industry standard for preparing individuals for state certification.
- 4. Aramark shall provide a grant (as further defined below in Paragraph 13 of this Appendix G) to the City to use for all expenses related to curriculum cost, including text material, testing fees and certification.
- 5. Aramark shall provide proctors for the all certification exams, and offer the exams for each cohort of students completing the courses.
- Aramark's certification programs shall be coordinated and taught in conjunction with Five Keys Charter school's daily school schedule.
- Aramark staff will coordinate scheduling of the classes with Five Keys, not to conflict with Five Keys daily schedule.
- 8. Aramark and Five Keys shall jointly provide instruction for this class with Five Keys as the lead agency and Aramark providing technical support and assistance to Five Keys instructors for implementing the curriculum.
- 9. Aramark staff shall be available at least one day per week to provide instructional assistance and technical support to Five Keys.
- 10. Aramark shall be responsible for providing instruction and implementing the practicum portion of the program and shall provide, once per quarter, an Aramark employee to supervise inmate workers in their quarterly cleaning and inspection of the vocational kitchen.

- 11. Aramark shall be required to work closely with Five Keys Charter School Staff to meet State and Five Keys requirements to provide educational credits for the program.
- 12. Aramark shall maintain the program on a continual basis over the life of the contract.
- 13. Aramark must also include post release employment opportunities and referrals to prisoners who participate in the culinary/vocational training program, where permitted based on security requirements.
- 14. Aramark will pay to the Sheriff's Department a \$20,000 grant ("Grant") within 90 days of a fully-executed contract to support its culinary vocational training program and to cover the Five Keys Program expenses stated in Paragraph 3 above.
- 15. Aramark recognizes the right of SFSD to utilize the kitchen's in all SFSD kitchens when they are not in use for the production of meals for SFSD prisoners and staff. Notwithstanding the foregoing, at any such time, Aramark's storage areas (including refrigerator, freezer and dry storage) shall remain secure and "off-limits" to non-Aramark users. Additionally, after any such non-Aramark utilization of the kitchen, Aramark shall inspect the kitchen and notify the City if any equipment has been damaged or destroyed. In the event that any equipment has been damaged, Aramark shall be relieved of any liability in connection with the maintenance, repair or replacement of such item and the City shall promptly address the issue in such a way that minimizes the impact on Aramark's food service operations at the kitchen.