



STATE OF TENNESSEE
Department of Correction

REQUEST FOR PROPOSALS # 32901-31294
AMENDMENT # 4
FOR Food Services Management

DATE: **April 22, 2016**

RFP # **32901-31294** IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE	Confirmed or Updated
1. RFP Issued		Dec. 23, 2015	Confirmed
2. Disability Accommodation Request Deadline	2:00 p.m.	Jan. 6, 2016	Confirmed
3. Pre-response Conference	2:00 p.m.	Jan. 7, 2016	Confirmed
4. Facility Tours		Jan. 13-27, 2016	Confirmed
5. Notice of Intent to Respond Deadline	2:00 p.m.	Jan. 29, 2016	Confirmed
6. Written "Questions & Comments" Deadline	2:00 p.m.	Feb. 3, 2016	Confirmed
7. State Response to First Group of Written "Questions & Comments"		March 7, 2016	Confirmed
8. State Response to Second Group of Written "Questions & Comments"		March 31, 2016	Updated
9. State Response to Third Group of Written "Questions & Comments" and clarifications from Amendments 2 and 3		April 22, 2016	Updated
10. Response Deadline	2:00 p.m.	May 6, 2016	Updated
11. State Completion of Technical Response Evaluations		May 27, 2016	Updated
12. State Opening & Scoring of Cost Proposals	2:00 p.m.	May 31, 2016	Updated

13. State conducts Negotiations (Optional)		May 31- June 3, 2016	Updated
14. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	June 6, 2016	Updated
15. End of Open File Period		June 13, 2016	Updated
16. State sends contract to Contractor for signature		June 15, 2016	Updated
17. Contractor Signature Deadline	2:00 p.m.	June 16, 2016	Updated
18. Performance Bond deadline		June 30, 2016	Updated
19. Contract Start Date		July 1, 2016	Updated

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

QUESTION / COMMENT	STATE RESPONSE
1 In order for the State to ensure that it is getting an accurate pricing proposal from each vendor, should each respondent assume 100% hiring of current staff?	Yes. The contractor will be required to make employment offers to all food service staff with the exception of the food service director, the dietician and a food services consultant position listed in RFP attachment 6.8, and should structure their proposal accordingly.
2 According to the RFP on page 53 A.18.D.3., some State employees may remain with the State. How many food service related positions does the Department plan on retaining? What will the job responsibilities be for those that are remaining in food service under the Department's employment?	<p>The State plans on retaining the three positions detailed in State's response to Question 1.</p> <p>State employees with more than 60 months of service will have the option of accepting an employment offer from the contractor. All employees with less than 60 months of service will not have the option of remaining State employees. Employee decisions will determine how many employees remain with the State. RFP Attachment 6.22, which was added in Amendment 3, outlines which employees have more than 60 months of State service and which do not.</p> <p>The facility Fiscal Director, with input from the Contractor, will determine the job duties of the State employees who remain with the State.</p>

QUESTION / COMMENT	STATE RESPONSE
3 There are multiple places in the RFP that require vendor staff to attend State training. For example A. 16, A.26.G.10, and A. 60. How often is this training offered?	Security Orientation training is offered within 5 days of hire. Thereafter, contractor staff must attend 30 to 40 hours of training annually that is conducted on-site.
4 Referencing page 58 A.26.G.10, will the Department verify how many hours of State orientation and in-service training will be required of contractor staff?	In keeping with TDOC Policy #110.05, new contractor staff must attend 40 hours at the Tennessee Correctional Academy. Thereafter, 32 hours (16 hours annual in-service); 8 hours each (CORE Day 1, CORE Day 2 and CORE Day 3); and 8 hours (ServSafe).
5 Will the Department verify that the State orientation and in-service training can be completed at the institution vs. at the Academy for all contractor staff?	State orientation and in-service training for non-new contractor staff can be completed at the institution. Please revisit the State's Response to question number 4.
6 Does each institution have a specific schedule for how often orientation and in-service training is offered to new staff?	Yes, each institution has a specific schedule that is site specific, as well as their respective institutional policy governing its timing.
7 On page 27 B.17, the State makes reference to completed projects. Please confirm that the State will allow for references of projects that have been transitioned and our currently ongoing?	RFP Attachment 6.2 Section B.17 requires references from individuals who are not State of Tennessee employees for services similar to those outlined in the RFP. The references MUST represent 2 accounts similar in size to Tennessee that the respondent is currently providing and three completed projects -- where the respondent is no longer providing services.
8 On page 42 A.2.b.3, the State asks that the vendor purchase and use produce grown on state farms. Will the Department please detail how much farm products and what type of product was produced the past 3 years?	Available figures for farm product for 2014 and 2015, as well as the 2016 Statewide Farming Plan are being added to the RFP as Attachment 6.24. Please see item 3 below.
9 In lieu of the Liquidated Damages set forth in Attachment 3 to the RFP, and in the interest of performance partnership rather than punishment, would the State consider the approach taken by other state DOC systems as follows: The State will discuss with vendor any area that may be identified as not satisfactory or that may require improvement. Should satisfactory improvement not occur after notice to vendor and following a cure period specified in the notice, then the State could	No. The liquidated damages schedule, as amended by Amendment 3, will not be so revised.

QUESTION / COMMENT	STATE RESPONSE
<p>deduct an identified amount from an upcoming payment to reflect the following performance credit from the following performance categories:</p> <p>Menu Modifications and Substitutions. Vendor shall provide meals in accordance with the terms of the contract. In the institutional setting, delaying the chow line for any reason or substituting or running out of menu items can cause critical consequences. Any violation shall be taken seriously and upon reoccurrence, the State shall issue a written warning and repeated violations may result in the State assessing a performance credit of \$1,000 per incident.</p> <p>Daily Inmate Meal Count. Inadequate meal quantities may result in the State issuing a warning for the first offence and the State may assess a performance credit of \$100 per incident.</p> <p>Sanitation. Local Health Department inspections occur at the discretion of the local Health Department. A passing grade is expected for each inspection. Discrepancies may a performance credit of not less than \$500 for the first occurrence of a serious or critical violation not corrected within the time period permitted by the local Health Department and up to \$10,000 for repeated serious or critical violations.</p> <p>Staffing Schedules/Vacancies. When an absence occurs in a position normally occupied by an approved and qualified staff member, Vendor shall provide the State with a plan of action for filling that vacancy in a</p>	

QUESTION / COMMENT	STATE RESPONSE
<p>timely manner. If a position is left vacant for more than twenty-one (21) days, the State may assess a performance credit of \$1,000 per day until Vendor fills the vacancy.</p> <p>ACA Accreditation. In the event an institution fails to receive final ACA accreditation as a direct result of Vendor's failure to meet the applicable requirements set forth by ACA, the State may assess a performance credit of \$50,000.</p> <p>In the event the State will not consider the above language in lieu of the Liquidated Damages provisions set forth in Attachment 3, please answer the following 7 additional questions?</p>	
<p>10 On page 52 A.19.b, the State requires vendors to fill vacant positions in 72 hours. 72 hours does not allow enough time for background checks, drug tests and the general recruitment process. As suggested above, other states also allow for vacant positions to be covered by overtime hours during the recruitment process. Will the State consider amending this requirement to allow the vendor 21 days to fill vacant positions, as is customary in this industry?</p>	<p>The 72 hour requirement was removed in Amendment 3 item 6. ProForma Contract section A.19. is being further revised in item 10 below and now reads as follows:</p> <p>A.19.a Continuity of food service operations is critical in a correctional environment. The Contractor will be responsible to provide approved and qualified replacement staff to the facility in the event of absence of management and line staff positions (i.e. sick, vacation, leaving employment, etc.) The temporary/interim staff member shall meet the minimum qualifications for that position. Any changes to the minimum staffing plan and schedule must be approved in writing by the Deputy Commissioner of Operations or designee. Failure to provide staff for positions as agreed upon in the approved staffing plan may be deemed as a breach of contract.</p> <p>A.19.b. The Contractor must maintain the approved minimum staffing plan and scheduled hours of coverage during the life of the Contract and must ensure that all Contractor management and line staff positions are filled for the entire scheduled work period(s) and those individuals are physically present at the work site as</p>

QUESTION / COMMENT	STATE RESPONSE
	<p>scheduled.</p> <p>A.19.c. Overtime is not an acceptable method to cover staff vacancies.</p> <p>A.19.d. When an absence occurs in a position that is normally occupied by an approved and qualified staff member, the Contractor must immediately provide an approved and qualified temporary/interim staff member. The temporary/interim staff member must meet the minimum qualifications for that position.</p> <p>A.19.e. Temporary staff must meet all requirements for Contractor staff outlined in ProForma Contract sections including but not limited to: A.16, A.17, A.18, A.22, A.24, A.25, A.26, A.27 and A.28.</p>
<p>11 Section A.24.c on page 59 and Attachment 3 state that liquidated damages may be assessed if the Contractor fails to report any incident requiring investigation within 24 hours. Can the State please define what it means by an “incident requiring investigation”?</p>	<p>One example of an incident requiring an investigation would be a report of a staff or inmate injury.</p>
<p>12 Attachment 3 assesses liquidated damages for failure to pass weekly inspections with no Critical Violations as specified in Section A.28.d.</p> <p>a. A.28.d does not reference weekly inspections, can the State please clarify what inspections will be done on a weekly basis?</p> <p>b. Can the State please define what it means by “Critical Violation”?</p>	<p>a. The verbiage was revised in item 13 Amendment 3 and now reads as follows: Contractor failure to pass sanitation and safety inspections in keeping with State policy as specified in section A.28.d.</p> <p>b. As defined by the Tennessee Department of Health, a critical violation is a violation of State of Tennessee Food Regulations, which, if left uncorrected, are more likely than other violations to directly contribute to food contamination or illness. Examples of critical violations include poor temperature control of food, improper cooking, cooling, refrigeration, or reheating temperatures. These types of violations can create environments that cause bacteria to grow and thrive, which puts the consumer at risk for food-borne illness.</p> <p>The definition for both critical violations and on-critical violations are now being incorporated into the revised glossary as ProForma Contract Attachment 8 in item 8</p>

QUESTION / COMMENT	STATE RESPONSE
	below.
13 Attachment 3 states that liquidated damages will be assessed for failure to document and report security issues as specified by State policy. Can the State please define what it means by “security issues”?	A security issue could include any event or occurrence in a facility kitchen, warehouse or dining room that in the Contractor’s judgement and correctional experience, would indicate a possible security breach or danger to contractor staff, facility staff, visitors and inmates. This definition has been added to the newly revised Liquidated Damages table as item 9 below.
14 Section A.45.c, page 67 and Attachment 3 state that liquidated damages will be assessed if more than 5% of the total prisoner population files food service grievances in a period of one month. Can the State please clarify if this threshold is per facility or for all of the facilities under the agreement?	The State’s intent is for the threshold to include all facilities serviced under the contract. The language is being revised in item 11 below.
15 Attachment 3 states various situations in which liquidated damages will be assessed. As suggested above, will the State consider a notice and cure period prior to assessing liquidated damages pursuant to Attachment 3?	The State will take the suggestion under consideration.
16 Section A.18.b on page 51 requires the contractor to propose a minimum staffing plan and maintain such staffing plan for the life of the contract. Are the minimum staffing levels required for each facility, or is the staffing plan aggregate for all facilities?	A minimum staffing plan should be proposed for each facility and for TCA.
17 Are there any security protocols and processes required to bring in a separate network into these spaces. If so please provide the process as it will impact timing and costs.	<p>Bringing a separate network into the food service area is not the preferred scenario. The optimal solution is to access the food service vendor’s network over the web using the state computers which are locked down to only allow access to approved sites.</p> <p>If a separate network must be established, then that network circuit would be established at the main demarcation in the Administration building and extended over fiber to the food service building.</p> <p>No specific security protocols are required, but the entire network becomes an issue for Operations since each network access point such as desktops, switches, and routers provides potential access to the Internet.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>18 Will the State allow Wireless Access Points (WAPS) inside the kitchen areas assuming they are secure closed networks?</p>	<p>If by secure <u>closed</u> network you mean a LAN which does not have connection outside the state property and therefore no connection to the Internet, then yes.</p> <p>If "secure closed network" is to be interpreted with another meaning, then further discussion would be required before agreement could be given.</p>
<p>19 Innovations allow for technology to support the delivery process. Does the State have wireless access points in the facilities and will access be possible for new technology?</p> <p>a. If not will the state entertain technology with cellular connectivity?</p>	<p>The State does not have wireless access points within the prisons. Devices utilizing cellular connectivity would be viewed with great suspicion, but would not be automatically ruled out.</p> <p>A determination would have to be made for each type device that the device could not be utilized as a hot spot, used to facilitate communication with outside parties in any fashion, etc.</p>
<p>20 Please provide the current Food Service staff training curriculum.</p>	<p>TDOC provides the following training for Food Service Staff: Initial 2-week training at TCA; 24 hours of Core Training (Day 1,2, and 3 -- provided annually within each region of the State); and Serv Safe Certification. Further detail on training for TDOC food service staff is being added as RFP Attachment 6.25 as stated in item 4 below.</p>
<p>21 What is the monthly cost for the lease of the Aladdin system?</p>	<p>The current monthly lease cost is \$14,135.00 per month and includes maintenance.</p>
<p>22 Does the lease cover repair/replacement of components?</p>	<p>The lease covers the repair parts and labor.</p>
<p>23 What are the costs for the trays/lids/inserts?</p>	<p>Costs for tray replacements are covered under the lease agreement.</p> <p>Costs for lids and inserts are as follows:</p> <p>Bowl, Disposable, Soup, Rectangular, Polystyrene, Textured Finish, Approximately 4.7 L X 3.7 W X 1.7 H, 1,000/Case @ \$46.50 each.</p> <p>Side Dish, Disposable, 1 Comp, Approximately 5.1 L X 3.9 W X 1 H, Polystyrene, Textured Finish, 2,000/Case @ \$49.50 each.</p> <p>Entrée Dish, Disposable, 1 Comp, Approximately 7.6 L X 5.1 W X 1 H, Polystyrene, Textured Finish, 1,000/Case @</p>

QUESTION / COMMENT	STATE RESPONSE
	<p>\$47.00 each. Rectangular Soup Bowl, 8 Oz., White, Approximately 4.7 L X 3.7 W X 1.7 H, 1000/Case. Bowl Capacity Approximately 10 oz (Brim Fill) And 8 oz (Normal Fill) Level @ \$56.00 each.</p> <p>Lid, Rectangular, Fits 8 Oz. Soup Bowl, White, 2,000/Case @ \$87.00 each.</p> <p>Side Dish, 6 Oz., White, Approximately 5 1/8 L X 3 7/8 W X 1 H, 1000/Case @ \$51.77 each.</p> <p>Entrée Dish, 1-Cavity, White, Approximately 7.6 L X 5.1 W X 1 H, Microwave-Safe, 1000/Case @ \$80.54 each.</p>
24 Who supervises food transport to Unit 3? (TPFW)	TDOC Security currently supervises food transport to Unit 3.
25 Who supervises meal service at Unit 3? (TPFW)	TDOC Security currently supervises meal service transport to Unit 3.
26 Who transports sack lunches to TRICOR? (TPFW)	An inmate supervised by TDOC security currently transports sack lunches to TriCor.
27 How is meal service conducted at Units 4/5/6? (TCIX Main)	<p>Unit 4 A comes up to the main kitchen for meals</p> <p>Unit 4 B is protective custody. There is a serving line in the pod and the inmates are released two at a time to pick up their tray and return to their cell.</p> <p>In Unit 5 the trays are prepared within the kitchen on the unit and taken to each inmate and served through the pie hole in cell door.</p> <p>Unit 6 receives the cooked food in cambros at temps from the main kitchen and set on hot serving line and served in the unit 6 dining hall. Unit 6 is equipped with an electrical hot box, walk in cooler, two convection ovens, one upright freezer, a functional dish room to wash the trays in a dish machine, and a three compartment sink to wash pots, pans, and serving utensils. Currently all pots, pans are washed in the main kitchen.</p>
28 Does any additional cold/frozen storage exist outside the kitchen? (TCIX Annex)	Only the Cook Chill Cooler.
29 Is any additional cold/frozen storage planned? (TCIX Annex)	If the Contractor determines that additional cold/frozen storage is necessary to provide

QUESTION / COMMENT	STATE RESPONSE
	food services as outlined in the RFP and ProForma contract, the additional storage would be the responsibility of the Contractor.
30 Is a vehicle available for transport between the two kitchens? (TCIX Annex)	No. As stated in Amendment 3, state vehicles currently in use by State staff will not be available for contractor staff use.
31 Who delivers sack lunches? (WTSP – Site 1)	Most of our sack lunches are currently prepared at the Annex, for the outside work crews. The staff picks them up from the Kitchen at the Annex.
32 Who supervises delivery of food to Units 1/2/5/6? WTSP – Site 2	Currently, Food Service supervises and delivers the food to units 1, 2, 5, & 6.
33 Is a vehicle used to transport food from Site 1 to the Annex? WTSP Annex	The food is currently transported to the Annex from the warehouse by a tow motor.
34 Who supervises transport of food from the kitchen to Units 1 - 6? NWCX Main	A food steward currently supervises transport of food from the kitchen to Units 1 – 6.
35 Will the van currently used for food transport be available to the successful bidder? NWCX	No. As stated in Amendment 3 and as stated in the States’ response to Question 30 above, vehicles currently in use by State employees will not be available for contractor use.
36 Who transports sack lunches? NWCX Annex	Inmate transports, supervised by Food Steward or Yard Officer, currently transport sack lunches.
37 Are the food deliveries from the main kitchen to the units supervised and, if so, by who? NWCX Annex	Currently, a Food Steward/ Kitchen Officer supervises delivery carts until they leave the Main Kitchen, Yard Officers supervise the carts until they reach the respective guild, at which time the Guild officer takes over supervision.
38 Based on {vendor name removed}'s experience, it would be in the best interest of both parties to define objective standards to establish that when a change in inmate population levels, facility missions, or the number of facilities housing inmates, it will be deemed a change in scope allowing the Contractor to negotiate a contract amendment. This should also apply in the event that it is determined, after we have committed to a contract, that any information provided in the RFP process is not consistent with the actual information. For example, if the RFP includes population counts that are materially different to actual population counts. We raise this issue because we have had all of these	The State will consider adding ProForma Contract language to establish a sliding scale in the event offender populations either increase or decrease by increments of 500 with a quarterly adjustment. If the State so decides, it would be done by a future RFP amendment.

QUESTION / COMMENT	STATE RESPONSE
<p>scenarios happen in the past and the TN DOC does not want to include any means for the Contractor to terminate.</p> <p>Therefore, we propose to include the following provision:</p> <p>In the event that the inmate population decreases by more than __%, the TN DOC elects to change the mission of a facility, change the number of facilities housing inmates, or if it is determined by the parties that any information contained in the RFP or subsequent Amendments and relied upon by the Contractor is not accurate, the parties will negotiate a contract amendment in good faith to reflect the impact of the change or the accurate information.</p>	
<p>39 The meal counts presented appear to actually exceed the population. The format provided is different for every facility – is it possible that we could receive a better format with more defined parameters? Not permitting scaled pricing makes the meal counts a critical element of the financial model.</p>	<p>One of the challenges currently faced by the State is a lack of definitive information on meal counts.</p> <p>Meal count information provided in RFP Amendments 2 and 3 is the best information available to the State.</p>
<p>40 {Vendor name removed} requests a list of all vehicles, carts, gators, etc. currently used to move food products from the kitchens to the receptor sites or remote feeding locations. The list should include make and model and quantities at a minimum per location.</p>	<p>A listing of vehicles used at State facilities for food service has been added as RFP Attachment 6.26 in item 6 below.</p>
<p>41 For a variety of reasons will the State consider agreeing to provide and maintain all current equipment (referred to in {the immediately preceding} question above) as well as provide the current State labor utilized to operate such equipment the contractor would not be permitted to use on facility compounds in the food service programs in the areas of receiving, warehousing, and transport of meals or foods to receptor sites within compound areas?</p>	<p>The RFP requires that the Contractor design a proposal for a complete food services management solution in keeping with contractor and industry experience which meets all requirements specified in the RFP.</p> <p>Although there may currently be State employees operating State equipment, the State cannot guarantee that there will continue to be State employees available to operate State equipment once the best evaluated Contractor begins providing service.</p>
<p>42 {Vendor name removed} requests all information about the DSNF cook chill system including the name and contact information for this service</p>	<p>A response to this question would not be in keeping with the State's intent in issuing the RFP – for the vendor to propose a complete food services management solution outlining</p>

QUESTION / COMMENT	STATE RESPONSE
representative and approval to contact this individual for important aspects of the program. We also request a copy of the contract.	products and volumes in keeping with all applicable State and Federal guidelines and policies and ProForma Contract sections A.5. and A.6.
43 If the State will not consider the information referenced in questions 28, 29 and 30 of Amendment 3 proprietary, will the State consider waving the requirement to submit this information?	<p>The State will not waive the requirement. The information required in the RFP provides the State a means to evaluate a proposers' financial stability and viability.</p> <p>Retaining the requirements also keeps TDOC compliant with Tennessee Code Annotated Section 10-7-504(a)(7), which reads as follows "Proposals received pursuant to personal service, professional service, and consultant service contract regulations, and related records, including evaluations and memoranda, shall be available for public inspection only after the completion of evaluation of same by the state. Sealed bids for the purchase of goods and services, and leases of real property, and individual purchase records, including evaluations and memoranda relating to same, shall be available for public inspection only after the completion of evaluation of same by the state."</p>
44 {Vendor name removed} requests that an extension of the due date be issued that allows for 2-3 weeks after the State responds to these questions.	Please note that the RFP schedule of events (item 1 above of Amendment 4) has been updated to provide 2 weeks for vendors to prepare responses following the release of this amendment.

3. Add the document titled 2014 and 2015 produce reports and 2016 Statewide Farming Plan as RFP Attachment 6.24 as referenced in State's Response to question 8 in item 2 above.

4. Add the document Food Service curriculum as RFP Attachment 6.25 as referenced in State's Response to question 20 in item 2 above.

5. A question has been raised at the agency on whether the Contractor will be required to offer positions to all State Food Staff currently working at the TriCor operated Cook-Chill facility, whose positions were listed in RFP Attachment 6.9. As the positions in Attachment 6.9 were not highlighted to indicate that the Contractor awarded the contract would be obligated to offer these State employees, the Attachment is being revised to include highlights so as to eliminate confusion on the State's intent in ProForma Contract section A.18.D.

Delete RFP Attachment 6.9 and replace with Revised RFP Attachment 6.9.

6. Add the document Vehicle and Moving Equipment Survey referenced in item 2 Question 40 above as RFP Attachment 6.26.

7. Add the following as Section A.24.i. to the ProForma Contract scope of services:

The Contractor shall not hire ex-felons or relatives of felons currently incarcerated in Tennessee.

8. Delete ProForma Contract Attachment 8 in its entirety and replace it with the following:

ProForma Contract Attachment 8 – Glossary

ACA Accreditation Audit Inspection – an inspection that is conducted every 3 years by an ACA inspection team that is measuring an institution’s performance by ACA standards.

Adequate Relief Staff – the substitution of one employee for another on a fixed post requiring continuous coverage in order to accommodate the regular days off (RDO), annual leave (AL), sick leave (SL), training assignment (TA), or administrative leave (ADL) of the regularly assigned employee.

Ad-hoc reports – non reoccurring reports or extracts

American Correctional Association (ACA) – the accreditation body for correctional, jail and detention facilities. It develops standards for all areas of corrections and implements a system for accreditation for correctional programs, facilities and agencies based on these standards. Also, it supports laws and administrative procedures to safeguard the rights of corrections workers, victims, and offenders in the adult and juvenile correctional process.

Annual Inspection – a detailed observation and written evaluation of the appearance, physical condition, and overall operation of each unit since the previous inspection.

Annual Safety Inspection – a safety inspection conducted annually by the Statewide Safety Program Director or designee.

Annual Training – a Departmental requirement for staff and contract employees to attend annually at the training academy or elsewhere designated.

ANSI - the American National Standards Institute, an organization that oversees the creation, promulgation, and use of thousands of norms and guidelines that directly impact businesses in nearly every sector.

Associate Warden – the administrative staff member who is responsible for specific operational areas as designated by the Warden.

Associate Warden of Security – the administrative staff member who is responsible for security operations as **designated by the Warden.**

Blended Per Meal Rate – the rate of a meal that includes all additional items specified by contract

Bulk Feeding Method – quantity food preparation and service

Call outs – the process for inmates being called out to attend an appointment, i.e. medical, pills, etc., education, work assignments etc.

Chief Financial Officer – is responsible for the management and oversight of the Department’s annual budget.

Classification – the continuous process of assessing an inmate’s supervision and program needs to implement appropriate custody, supervision, and program assignments within the scope of TDOC resources and inmate cooperation.

Code Situation – a standard use of emergency codes used to identify situations that require an immediate response from assigned staff within the facility (fire, medical, security,)

Commissioner - the Commissioner of the Tennessee Department of Correction along with Deputies or Assistants as enumerated in the Contract.

Common Fare Approach – An appropriate religious diet for offenders whose religious dietary needs cannot be met by the Standardized Menu; the Common Fare Menu (CFM) meets or exceeds minimum daily nutritional requirements.

Community Supervision – is the Department’s section that supervises felony offenders who are released to parole by the Board of Parole and those sentenced by a court to probation supervision or Community Correction.

Compliance – the rating applied when a requirement is met at least 95% of the time during the inspection period. Any variance from this percentage must be approved by the team leader.

Confinement / Infirmary Meals – meals served in segregation or health services

Contingency Menu – A 72-hour inventory of shelf-stable meals to be kept on site at each facility and ready to be fed to inmates in the event of an emergency prohibiting regular food delivery and service as specified in the contract.

Contraband – To have, own, gain, or maintain control of item(s) which are either prohibited or not specifically authorized by departmental or institutional policy. Any such item(s) found in the possession individuals can lead to prosecution in a court of law.

Contract - this document, together with all written attachments, exhibits, amendments and modifications. The word “Agreement” also means this document, together with all written attachments, exhibits, amendments and modifications.

Contractor – The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontracts, agents, volunteers, and anyone acting on behalf of, in the interest of, or for the Contractor

Contractor Staff – individuals that are employed by the contractor

Contractor Staff Uniforms – uniforms provided by the contractor that do not resemble those of the Department’s correctional officers, other law enforcement entities or an inmate.

Contractor’s Food Service Manager – individuals employed by the contractor to perform the duties and task of a food service manager.

Correctional Offender Management Electronic Tracking (COMET) - is the Commercial Off-The-Shelf (COTS) software application, and TOMIS replacement, which enables TDOC to effectively manage Offenders by utilizing current technologies; guided by the Correctional Technology Association’s (CTA) standards and best practices.

Corrections Corporation of America (CCA) – Contractor that manages three TDOC facilities – South Central Correctional Facility, Hardeman County Correctional Facility and Whiteville Correctional Facility. CCA will manage a facility in Trousdale County beginning in early 2016.

Criminal Conviction – is the outcome of a criminal prosecution which concludes in a judgment that the defendant is guilty of the crime charged.

Criminal History Record Check – is a search of public records using the fingerprints of an applicant for criminal offenses such as felonies, misdemeanors, and DUIs. Could include offense type and date, court name, case number, outcome of the charges, and more.

Critical Violations -- Violations of State of Tennessee Food Regulations, which, if left uncorrected, are more likely than other violations to directly contribute to food contamination or illness. Examples of critical violations include poor temperature control of food, improper cooking, cooling, refrigeration, or reheating temperatures. These types of violations can create environments that cause bacteria to grow and thrive, which puts the consumer at risk for food-borne illness.

Culinary Arts – a vocational training which follows a curriculum approved by the Tennessee Department of Education and provides a Department of Education certificate upon graduation. A select number of vocational programs also offer certification through the Department of Labor and Apprenticeships.

Custom Reports – reports requested by an individual for a specific reason which may or may not be reoccurring.

Daily Population Count – the strict visible accounting of a number of inmates at a given place and time. Counts are usually conducted by requiring all inmates to be physically present in their assigned area. Inmate identification is normally necessary only in instances where the count is incorrect.

Days - mean calendar days unless otherwise stated in the Contract Section

Defect - means a condition in the product which does not meet requirements or end-user expectations (which may not be specified but are reasonable)

Deliverables - mean the set of products to be delivered to the State by the Contractor to fulfill the terms of this Contract

Department - the Tennessee Department of Correction

Deputy Commissioner of Operations – is responsible for the oversight of Inmate Classification, Facilities Planning and Construction, Information Technology and Maintenance for all facilities, as well as statewide inmate transportation.

Deputy Commissioner of Operations’ designee –the administrative staff member who is responsible for specific areas as designated by the Deputy Commissioner of Operations.

Dietary Reference Intakes (DRI) – Minimal recommended nutritional guidelines for adults as published by the Institute of Medicine of the National Academies. Successor to RDA

Diet Receipts – TDOC Therapeutic Diet Order-CR1798 must be filed signed and dated by the inmate

Emergency Meals – Level 1 Emergency and Level 11 Emergency Meals

Emergency Response Plan – an Institutional plan developed to maximize TDOC resources necessary to recapture escapee(s) and to address the requirements of the Governor’s Prison Escape Plan (GPEP) Emergency Situation – extraordinary situations deemed by the Department to warrant a change in normal operations.

Emergency Situation – extraordinary situations deemed by the Department to warrant a change in normal operations.

Emergent Situation – calling for prompt or urgent action

Employee Transition Process – the process by which current / former state employees involved in the Department’s food service operations transition to the contractor.

Equipment Funds – Funds designated for equipment maintenance and repair.

Escape – having fled or absconded from the confines of an institution, its properties, authorized work location, and/or the supervision of employees to whom the inmate(s) is officially assigned. This includes failure to return from pass/furlough.

Facilities, Planning and Construction – a division within the Operation section of TDOC responsible for the planning and construction activities of the Department.

Facility – means a place, institution, building, set of buildings, structure, or area that is used by an agency for the confinement of individuals.

Facility Control Center (Central Control) – the central point of all control activity for a prison, i.e. the opening/ closing of doors and gates, the monitoring of doors and gates, etc.

Facility Point of Contact – an individual who is designated by the Warden at a facility

Failing Grade - a grade assigned to an inspection/audit that has been completed utilizing the Food Service inspection instrument by the Department or a state/federal inspection or an ACA accreditation audit.

Finger Food –Alternative meal service meeting nutritional requirements is provided as needed for inmates in segregation who may use food or equipment in a manner that may be hazardous to the inmate, staff, or other inmates. Warden/Designee approval is required.

Fiscal Services Staff – those individuals employed by the Department whose responsibility is for the operation of budget and fiscal operations.

Fiscal Year (FY) - the period beginning July 1 and ending June 30 of each year.

Food Preparation Area – area within a kitchen where food and food items are prepared under sanitize conditions.

Food Service Management – defined as managers who are responsible for organizing, managing and coordinating all of the daily functions within their department, as well as the staff members who carry out these functions.

Food Services Director – an individual who has statewide responsibility for the food service operation of the Department.

Food Services Staff – individual (s) who is involved in the food service operations for the Department.

Food Temperature requirements – Cold foods to be served 40 degrees F or less **Hot Food to be served 140 degrees F or greater . All other temperatures will adhere to the Serv Safe, National Restaurant Association Guidelines.**

Grease - is the byproduct of food service preparation in a food service operation.

Halal –Halal by definition means lawful or permissible. . Halal food is food that adheres to Islamic law, as defined by the Koran.

Hazard Analyses and Critical Control Points (HAACP) – is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement and handling, to manufacturing, distribution and consumption of the finished product.

Heating Ventilation Air Condition (HVAC) – is the technology of indoor and vehicular environmental comfort. Its goal is to provide thermal comfort and acceptable indoor air quality.

Holiday Menus –are defined by TDOC as Easter, Passover, Islamic, Ramadan, Islamic, Feast of Abraham, Thanksgiving, and Christmas.

Hours- means sequential hours unless otherwise stated in the Contract Section

House of Yahweh (HOY) – an inmate that has claimed his faith with House of Yahweh.

Hunger Strike – a method of non-violent resistance or pressure in which the inmate willingly abstain from some or all food, drink or both, for at least 72 consecutive hours.

Hypoglycemic episode – blood glucose level below 70 mg/dl. The most common reasons for hypoglycemia are too much insulin; too little food, or too much activity, Common symptoms include feeling shaky, sweaty, and having one’s heart pound.

Inmate (Prisoner) – means any person incarcerated or detained in a prison or jail.

Inmate (Prisoner) Disciplinary Report – a written report of disciplinary offenses committed by the inmate while in TDOC custody.

Inmate (Prisoner) Grievance – a written complaint concerning the substance or application of a written or unwritten policy or practice, any single behavior or action toward an inmate by staff or other inmates, or any condition or incident within the Department or institution which personally affects the inmate complainant.

Inmate labor – labor that is performed by an inmate while in custody of the Department

Inmate time record – a written record that maintains the time an inmate has participated in the food service work program.

Inmate Transfers – the process of transferring an inmate from one institution to another.

Inmate Work Crew – a group of minimum supervised inmates who are outside the secure perimeter who are performing on an assigned work detail.

Inmate Worker Safety Training Record – Written documentation of all training provided to inmate workers on the subject of work safety.

Inspection Instrument – detailed forms used by each inspector in scoring compliance or noncompliance with appropriate mandates.

Inspection Period – the time period between the conclusion of the last formal inspection and the start of the current formal inspection.

Institution – means a place, building, set of buildings, structure, or area that is used by an agency for the confinement of individuals.

Institution Health and Facility Safety Officer - a TDOC employee who is charged with the responsibility of ensuring that a facility fire and safety requirements are met by utilizing codes, policies and procedures.

Institutional ID card – an identification card issued to an individual who works at that specific institution.

Institutional Security – means employees primarily responsible for the supervision and control of inmates, detainees, or residents in housing units, recreational areas, dining areas, and other program areas of the facility.

Kosher –Kosher means fit or proper. Kosher food is food that follows the laws of the Torah and the Rabbis and is acceptable for practicing Jewish inmates.

LEAN – is a way to focus on business processes so that one can maximize customer value and minimize roadblocks. It is a time-tested way to engage the creativity of every employee to make our processes better.

Liaison - a person or persons appointed and paid by the Department to monitor for the Department the implementation of this Contract. The Liaison may also be an official liaison between the State and the Contractor.

Liquid Diet – Medically indicated diet consisting of liquid substances.

Lock down – in cases of emergencies, or disruptions all inmates are returned to their housing units/cells, until such time as the institutional administration determines the inmates can be released to normal operations in total or in part.

Non-compliance status – the rating applied when a requirement is met less than 95% if the time during the inspection period. Any variance from this percentage must be approved by the team leader.

Non-Critical Violations -- Violations not directly related to the cause of food-borne illness, but if uncorrected, could impede the operation of the restaurant. The likelihood of food-borne illness in these cases is very low. Non-Critical violations, if left uncorrected, could lead to Critical violations. Examples of non-critical violations include a lack of facility cleanliness and maintenance.

Non-Standardized Menus – any menus not inclusive on the Standardized Menu Program

Occupational Safety and Health Administration (OSHA) – U.S. Department of Labor division charged with assuring safe and healthful working conditions for working men and women by setting and enforcing standards and by providing training, outreach, education and assistance.

Offender – any TDOC sentenced felon in a TDOC institution, privately managed facility, county jail/workhouse/penal farm, or on state supervised probation or parole.

Official Visitor – employees of the TDOC, other governmental agencies, or private sector who are conducting business at the institution.

On-Site Provider – Contractor or Contract employee who provides services to inmates within the facility.

Orientation (Security) – an on-site formalized process designed to introduce and familiarize new employees with information required to function according to job expectations. The orientation schedule familiarizes new employees with a broad based operational view of the facility as a whole.

Outside Court – inmates who are participating in a court process outside of the inmate's assigned facility's secure perimeter

Parolee – an individual who is under the supervision or jurisdiction of any parole, probation or correctional authority.

Passing Grade – a grade assigned to an inspection/audit that has been completed utilizing the Food Service inspection instrument by the Department or a state/federal inspection or an ACA accreditation audit.

Plan of Corrective Action – a detailed explanation of how each deficiency noted in the Annual Inspection or subsequent inspection will be corrected. A Plan of Corrective Action shall include a statement identifying each deficiency, procedures for correcting each deficiency and an anticipated completion date.

Plate Waste Study – a study that evaluates the waste created by plate servings.

Policy - definite, stated course or method of action adopted and pursued by an agency which guides and determines present and future decisions and actions of that agency.

Policy Change Notice (PCN) – the mechanism by which a minor number of changes in a policy or as a housekeeping measure are accomplished.

Prenatal Snack Menu AM, PM, HS – snacks served in conjunction with the prenatal diet

Prison Rape Elimination Act (PREA) of 2003 – a federal law establishing a standard of zero tolerance for incidents related to sexual assault and rape on inmates/or offenders.

Probation Technical Violators Diversion Program (PTVDP) - is a program developed for inmates who have violated their terms of probation. Violators are transferred from a classification center to the Turney Center annex. Participants either work on a community service crew or attend GED classes during the day and complete treatment programs in the evening, with no "downtime" during the six month program. The community service work crew helps the participant establish good work habits and the treatment programs in the evening address issues such as substance abuse and cognitive behavior modification. When the violator nears completion of the program, the probation officer is notified that the probationer will be returning to the community and a release plan is prepared.

Probationer – an individual who is under the supervision or jurisdiction of any parole, probation or correctional authority.

Quality Control Report – a written quality control plan and manual provided by the contractor for each institution, designed to maintain a consistent level of high quality service. The quality control manual reflects a formalized, internal inspection format, providing daily, weekly, and monthly inspections.

Quality Damages – a monitoring system that evaluates the quality of the food service operations, which has standards associated with it and an assessment of a monetary fine for not meeting standards.

Recommended Daily Allowance (RDA) -- Federal minimum dietary recommendations for calories, fat, protein, vitamins and minerals for men, women and children.

Regular meals – meals appearing on the standardized menu

Relief – the substitution of one employee for another on a fixed post requiring continuous coverage in order to accommodate the regular days off, annual leave, sick leave, training assignment or administrative leave of the regularly assigned employee.

Religious Meals – a diet that consists of specific foods and/or food preparation techniques that accommodate religious dietary requirements.

Riot – inmate disturbance or uprising requiring more stringent staff vigilance, security procedures and possibly a facility lockdown to restore order and facility security.

Rules of Conduct – Written agency regulations rooted in agency policy on how inmates are to conduct themselves.

Satellite area – Facility area possibly adjacent to main compound /primary location or secondary facility in another location

Satellite kitchen – is defined as any kitchen on the compound excluding the central kitchen

Satellite site / facility – Secondary facility possibly adjacent to main compound /primary location or secondary facility in another location

Searches – Systematic security inspection of facility premises and occupants with the purpose of locating evidence, contraband, missing items or information concerning inmates unaccounted for during regular inmate counts.

Secure perimeter – External facility boundaries where entrance and egress are monitored for public, inmate and staff security.

Security Function – Purpose and or mission of the TDOC arm charged with maintaining the safe and secure operation of agency facilities

Security issue -- any event or occurrence in a facility kitchen, warehouse or dining room that is determined by the State or the Contractor to indicate a possible security breach or danger to contractor staff, facility staff and inmates.

Security Personnel - means employees primarily responsible for the supervision and control of inmates, detainees, or residents in housing units, recreational areas, dining areas, and other program areas of the facility.

Security Post – a location, area, or accumulation of tasks requiring surveillance, supervision, or control by specifically assigned personnel.

ServSafe – is an American National Standards Institute (ANSI) food safety certification program sponsored by the American Restaurant Association.

Special Alternative Incarceration Unit (SAIU) – a highly regimented, short-term military style program for selected non-violent offenders.

Special Event Meals – any meal not defined in the Standardized Menu Program

Specialty Meals – is defined as therapeutic, religious, sack lunches, work crew sack lunches, snacks, holiday meals, contingency meals, and any menu that is required other than the standardized menu.

Staff / Guest Meals – recorded on Form CR-0720, TDOC, Daily Meal Count

Staffing Pattern - each functional area by position, with an indication of shift assignment and number of days covered, relief factors and total staffing

Staffing Plan – written plan created by the Contractor and approved in writing by the State indicating the staffing positions and number of Contractor employees needed in each position to perform the responsibilities specified in the Contract’s Scope of Services.

Standardized Menu Program – The program consisting of all specific diets served to the inmate population including the regular heart-healthy diet served to the general inmate population, therapeutic diet, holiday diet, religious diet, vegan diet, and vegetarian diet. Meals for each diet are to be served on a 28 day menu cycle. Each specific diet is standardized, i.e. the same statewide.

State - the State of Tennessee, including, but not limited to, the Department.

State Operated Institutions –penal facilities that are owned and operated by the Department

Statewide Safety Program Director – Directs the safety, life safety, property loss/risk management, and environmental compliance and related programs for all institutional facilities, Academy, and community supervision field offices within the Department of Correction

Strikes – see Hunger Strikes

Superintendent – is responsible for the day-to-day training operations of the Tennessee Correctional Academy.

Swill – is the kitchen refuse and garbage from a food service operation.

TDOC – Tennessee Department of Correction

TDOC Central Office - means offices located at 320 6th Ave. North, Rachel Jackson Building, Nashville, TN, 37243

TDOC Contract Monitor – a Department employee who is responsible for monitoring the contract.

TDOC Facility Safety Officer – the Warden’s designated staff member (s) assigned to manage, direct and supervise the institutional fire and safety programs.

TDOC Farm Produce – fruits and vegetables grown on TDOC property, which are cared for by TDOC staff and inmates.

TDOC Leadership – executive senior level staff that are responsible for various functional areas.

TDOC Medical Staff – those individuals either employed by the Department or employees of the medical or mental contract vendor who provide those services.

TDOC Operational Staff – individuals who are employed by the Department that have responsibility for the adult prison operations.

TDOC Policies - definite, stated course or method of action adopted and pursued by an agency which guides and determines present and future decisions and actions of that agency.

Tennessee Correction Academy (TCA) – the facility where TDOC and the Department of Children Services staffs are trained. It is both residential and non-residential training.

Tennessee Occupational Safety Health Administration (TOSHA) - a division of the Tennessee Labor and Workforce Development that is responsible for improving the occupational safety and health through enforcement of the general industry, construction and agricultural occupational safety and health standards in workplaces.

Tennessee Offender Management Information System (TOMIS) – the Department’s management information system that is the database for offenders.

Therapeutic diets – specific foods and/or menus developed by the TDOC Director of Food Service and Central Office Dietitian that are prescribed by an authorized health care professional as part of inmate’s medical or dental treatment.

TOMIS - means the Tennessee Offender Management Information System, a mainframe computer system that automates the management of information about offenders under the supervision of the Tennessee Department of Correction. TOMIS captures all offender related information at the point of origin to provide accurate and timely information to those who use it. If TOMIS is replaced by COMET during the term of the contract references to TOMIS will also refer to COMET.

Tool Control – an effective control plan to ensure that all tools used at the institution are utilized in a safe, economical, and secure manner and to ensure that accountability and responsibility for the issuance, storage, receipt, and disposal of tools is established.

Unauthorized Contact – contact by an inmate, staff member, official visitor or contractor that is unwarranted and violates TDOC policy, State Law, and/or the Federal Prison Rape Elimination Act (PREA).

Vocational Training – a program that provides transferable job skills and work ethic to help prepare inmates for post-release reentry and employment. Upon completion successful participants shall be provided a certificate of completion.

Warden - is responsible for the day-to-day operations of an institution.

Warden's designee – the administrative staff member who is responsible for specific operational areas as designated by the Warden.

9. Delete RFP # 32901-31294 ProForma Contract Attachment 3, in its entirety, and replace it with the Revised RFP # 32901-31294 ProForma Contract Attachment 3. Revisions of the original RFP document are emphasized within the new document. **Any sentence or paragraph containing revised or new text is highlighted.**

Revised Attachment 3 – Liquidated Damages*

Damage	Assessment
Failure of Contractor staff to maintain individual and enterprise credentials, certifications, impacting STATE ability to maintain accreditations (ex. ACA) as specified in contract section A.5.d. and A.27.g.	\$1,000 per staff member per incident. An additional \$1,000 will be added for each 30 day period in which training is not completed.
Contractor failure to maintain the minimum staffing plan as specified in contract section A. 19.	\$500 per incident
Contractor failure to provide services of a Registered Dietician either onsite or by teleconference as requested by the State.	\$500 per incident
Contractor failure to achieve 100 % for State/federal and ACA accreditation audit inspections as specified in contract sections A.28.e.	\$500 per day until 100 % achieved.
Contractor failure to pass sanitation and safety inspections in keeping with State policy as specified in section A.28.d.	\$1,000 per incident
Contractor failure to properly document and report food borne illness instances as specified by STATE policy and contract as specified in contract sections A.15.b.	\$1,000 per incident
Contractor failure to properly document and report lost key specified in contract section A. 26.d.	\$10,000 per day per incident
Contractor failure to properly document and report security issues specified by ProForma contract section A. 25.b. A security issue could include but not be limited to any event or occurrence in a facility kitchen, warehouse or dining room that is determined by the State or the Contractor to indicate a possible security breach or danger to contractor staff, facility staff, visitors and inmates.	\$10,000 per day per incident
Contractor failure to document therapeutic meals served and submit to STATE Medical Department as specified in contract section A.6.b.1	\$500 per incident
Contractor failure to provide kitchen security as specified in contract section A. 26.f.	\$1,000 per incident per day until satisfactory level achieved
Contractor failure to prepare adequate meal quantities to feed inmates, staff and visitors as specified in contract sections A.13.d.1.e and A.14.	\$1,500 per occurrence
Contractor failure to provide meals that meet or exceed minimum Recommended Daily Allowance or Dietary Reference Intakes (RDA or DRI) as specified in contract section A.5.b and comply with State-approved Standardized Menu as specified in contract section A.5.c.	\$1,500 per occurrence
Contractor failure to provide written Corrective Action Plan as required in contract section A.53.g	\$1,000 per day late until provided and executed

Contractor failure to provide and execute Monitoring report follow-up as required in contract section A.53.g.	\$1,000 per day late until provided and executed
Contractor failure to report any incident requiring investigation in writing to the Deputy Commissioner of Operations or designee within 24 hours of the contractor knowledge of the incident as outlined in contract section A.24.c.	\$5,000 per occurrence
Inmate grievances which are upheld exceed thresholds as outlined in contract section A.45.	\$1,000 for any month in which inmate grievances upheld exceed thresholds.
Critical violations found during comprehensive, unannounced Annual Inspection conducted by the State as outlined in contract section A. 27.f.	\$1,000 per day until corrected per critical violation found in the Annual Inspection.
Failure to correct deficiencies within the identified correction date as outlined in section A.29.b.	\$500 per day until corrected.

*Liquidated Damages are only assessed on occurrences within Contractor Control as determined by the State.

10. Delete ProForma Contract Section A.19 in its entirety and replace it with the following:

Staff vacancies/schedules

A.19.a Continuity of food service operations is critical in a correctional environment. The Contractor will be responsible to provide approved and qualified replacement staff to the facility in the event of absence of management and line staff positions (i.e. sick, vacation, leaving employment, etc.) The temporary/interim staff member shall meet the minimum qualifications for that position. Any changes to the minimum staffing plan and schedule must be approved in writing by the Deputy Commissioner of Operations or designee. Failure to provide staff for positions as agreed upon in the approved staffing plan may be deemed as a breach of contract.

A.19.b. The Contractor must maintain the approved minimum staffing plan and scheduled hours of coverage during the life of the Contract and must ensure that all Contractor management and line staff positions are filled for the entire scheduled work period(s) and those individuals are physically present at the work site as scheduled.

A.19.c. Overtime is not an acceptable method to cover staff vacancies.

A.19.d. When an absence occurs in a position that is normally occupied by an approved and qualified staff member, the Contractor must immediately provide an approved and qualified temporary/interim staff member. The temporary/interim staff member must meet the minimum qualifications for that position.

A.19.e. Temporary staff must meet all requirements for Contractor staff outlined in ProForma Contract sections including but not limited to: A.16, A.17, A.18, A.22, A.24, A.25, A.26, A.27 and A.28.

11. Delete ProForma Contract section A.45. in its entirety and replace with the following:

A.45. Inmate Complaints and Grievances - DAMAGES

- A.45.a. Inmates and juveniles have the opportunity to file grievances about any aspect of their incarceration, including food service. The food service manager shall answer inmate grievances concerning food service in coordination with the facility's Grievance Chairperson and TDOC grievance policy #501.01 , V1 Procedures: C 1-3.
- A.45.b. If eighty percent or more of food service grievances are upheld the Contractor shall be in breach of the Contract.
- A.45.c. If more than 5% of the total prisoner population files food services grievances in a period of one month and these grievances are upheld, the Contractor will be subjected to Liquidated Damages as outlined in Contract Attachment 3. **The threshold includes all facilities serviced under the contract.**