## Subject:  Contract with Trinity Services Group, Inc. (Trinity) for Inmate Meal Preparation

### Department:  Sheriff-Coroner

### Contact:  B. Callas  
Phone:  530.538.2861

### Meeting Date Requested:  June 25, 2019

### Fiscal Impact:

Potential annual savings of $135,000.

### Personnel Impact:

Staff vacancies to be filled by contractor’s employees.

### Action Requested:

Approve contract and authorize the Chair to sign.

### Department Summary:

Trinity supplies, prepares, and packages all food and beverage products for consumption by inmates and staff of the Jail. Trinity provides a minimum of 2.3 full-time equivalent employees to work alongside existing staff, and as County staff currently working in the kitchen leave County employment, Trinity will increase their staff. The goal, through attrition, is to retain one County employee as the kitchen supervisor and outsource the kitchen cook staff to Trinity. This will provide better continuity in positions that have historically been difficult to fill and provide an estimated annual cost savings to Butte County of $135,000. All appropriate bargaining groups have been consulted and concur with the plan.

The Department recommends entering into a contract with Trinity for inmate meal preparation. The term of the contract is June 25, 2019 through June 24, 2022, not-to-exceed $3,250,000.
STANDARD CONTRACT
Greater than $25,000.00

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

<table>
<thead>
<tr>
<th>VARIABLE INFORMATION TABLE</th>
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<tbody>
<tr>
<td>Term of This Contract (Complete Dates in Just One of the Following Three Rows)</td>
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<tr>
<td>√ Below</td>
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<td>☐ On Following Date</td>
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<tr>
<td>☑ Upon Last Date Executed by County</td>
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<tr>
<td>County Department</td>
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<td>FOB Point</td>
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<tr>
<td>Terms</td>
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<td>Basis of Price (Do Not √ More Than One of the Following Four Blocks)</td>
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<td>☐ Fixed Price</td>
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<td>☑ Hourly Rate</td>
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<td>Not-to-Exceed Price</td>
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<tr>
<td>√ if if Reasonable Expenses are authorized in addition to Hourly Rate</td>
</tr>
</tbody>
</table>

Contractor Contact Information
- Contractor: Trinity Services Group, Inc.
- Address: 477 Commerce Blvd
- City, State & ZIP: Oldsmar, FL 34677
- Telephone: 208.861.5561
- e-mail: Jake.watson@trinityservicesgroup.com

County Contact Information
- Project Manager: Linda Bermann
- Address: 5 Gillick Way
- City, State & ZIP: Oroville, CA 95965
- Telephone: 530.538.4361
- e-mail: SO-Accounting-Mail@buttecounty.net

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:
- Attachment I - Terms and Conditions
- Attachment II - Standard Insurance Requirements
- Attachment III - Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I - "Terms and Conditions" and/or the Attachment II - "Standard Insurance Requirements."

Jerry D. Jones, Undersheriff
Typed or Printed Name
Signature
Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

Steve Lambert
Chair, Butte County Board of Supervisors

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

By
Date

CONTRACTOR

Dave Miller
Trinity Services Group, Inc.

REVIEWED AS TO FORM
BRUCE E. ALPERT
Butte County Counsel

By
Date

Standard Contract - GT $25.000 Rev. 03/20/18 Butte County General Services Department
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

6. **Termination.** This Contract may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder; whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.

10. **Contractor's Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms or this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

16. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
ATTACHMENT II
INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO’s Commercial Automobile Liability coverage form CA 00 01.

   1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

   2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage may be provided in lieu of Commercial Automobile Liability Insurance.

3) Workers’ Compensation Insurance: As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.
ATTACHMENT III
SCOPE OF WORK

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

CONTRACTOR RESPONSIBILITY

Contractor shall supply, prepare and package all food and beverage products for consumption by inmates and staff of the Butte County Jail located at 7 Gillick Way in Oroville, California. Contractor shall provide 2.3 Full Time Equivalent (FTE) staff to accomplish the terms of the contract. Contractor shall provide additional staff at the request of the County.

Contract term may be extended by 2 years for a total of up to 5 years by a written fully executed contract amendment.

Contractor Tasks:

Contractor shall supply 1.3 FTE (Full Time Employee) staff for food preparation and one (1) FTE Production Coordinator to manage all ordering, inventory management and recipe adherence as well as assisting in training staff and inmates and recommending industry best practices. The Production Coordinator shall be subordinate to County Kitchen Supervisor.

Contractor shall supply all paper and consumable supplies to include utensils, cups, plates, inmate insulated meal trays with lids, storage containers, and food labeling materials. (County will provide existing stock of insulated meal trays for use.)

Contractor shall supply uniforms and safety equipment to contractor’s staff per state and OSHA standards.

Jail Compliance: Contractor’s employees shall have a minimum of one year commercial cooking experience and a ServSafe certification. Contractor shall provide County with a synopsis of each Contractor’s employee’s background check. County shall be allowed to discuss any findings of the Contractor’s background search with the Contractor. In addition County shall complete a County background check and paid for by the County. The background check shall include but not limited to fingerprint clearance with the Department of Justice, agency searches of all cities of residence (current and prior), Department of Motor Vehicle record search, court records and County’s jail inmate record system. Contractor’s employees shall be permitted to work in the jail kitchen after initial background check and while the more comprehensive secondary background search is being conducted by the County. County shall consult with Contractor on any findings of the background search. Contractor shall ensure that all contractor’s staff maintain a zero tolerance of sexual abuse or sexual misconduct towards clients and staff. Contractor’s staff shall attend the mandated training as required and shall work collaboratively with the County to ensure compliance with Prisoner Rape Elimination Act standards. Contractor has developed PREA Policies and Procedures and has provided training to all staff who work in the jail facility. Each employee shall hold a current jail identification card issued by County during the contract term.

Contractor’s employees shall comply with the following prohibitions:
- No Weapons, guns, and knives shall not be allowed on premises of any secured facility or in vehicles parked on County property.
- No Cell phones in the jail facility including the kitchen.
- No Contraband of any kind, including alcohol, drugs, tobacco or medications shall not be allowed on the premises of a secured facility or in vehicles parked on County property.
Contractor shall use County established procedures as a benchmark for services. Contractor shall offer suggestions for improvement in cases where Contractor's procedure may amend the security and quality of the County food service operation.

Cycle Menus: Contractor menus are developed to meet County requested daily nutritional goals, as well as applicable state and federal standards in food service. Inmate menus shall always be patterned with a cold breakfast, hot lunch and cold dinner each day.

Boxed Meals: Contract shall supply a boxed meal daily to inmates assigned to outside of the facility programs or to inmates scheduled for transport as requested by County. Boxed meals shall meet daily nutritional value established within state and federal guidelines.

Special Diets: Contractor special diet menus follow the regular menus as closely as possible with the modifications necessary to meet the specific restriction. For more complex cases or special reviews/audits, Contractor's diettian shall be on call or available for direct visits to County facility for no cost to the County.

Holiday Meals: Contractor shall serve four (4) per calendar year Holiday/Spirit Lifter meals to inmates on Easter, Independence Day, Thanksgiving and Christmas. Seven (7) holiday meals shall be served to County staff on St. Patrick's Day, Easter, Cinco de Mayo, Memorial Day, Independence Day, Thanksgiving and Christmas. The menu for holiday meals shall be approved by the County.

Quality Assurance: Contractor shall prepare and serve food that meet or exceed the terms of this agreement, as well as American Corrections Association (ACA) food service industry standards. Quality Assurance factors include:

- Food Safety – portion control, temperature control, and recipe adherence and conversion
- Food Production System – proper meal count forecasting, preparation, and product pull schedules
- Security Procedures – log procedures for chemicals, sharps, refrigeration, keys, and utensils
- Sanitation – routine cleaning schedules, and regular inspections to monitor and correct any deficiencies
- Safety in the Workplace – open and close checklists, regular safety training meetings, and award incentives for safety champions
- Regulating Agency Compliance – inspection preparation programs and procedures
- Inventory – product accountability, proper product labeling, storage, and stock rotation.

Dietitian Services: Contractor shall provide registered dietitians to continuously monitor the menu, product nutritional values, content and appropriateness ensuring that all aspects of the County's menu requirements exceed Title 15 standards. Dietitians shall be available 24/7 to answer any questions and/or concerns County may have related to restricted diets, menu substitutions and any other menu related issue. Contractor Dietitians shall regularly review the implemented menus and provide special diet menus and substitution guidelines as needed to satisfy the requirements of medical and/ or religious diets.

Flexibility and Variety: Contractor shall consult with County for approval on any menu substitutions, as well as any requests for menu changes that could be advantageous to the operation.

Should Contractor elect to add food equipment for preparation or food storage, such equipment shall be provided and maintained by Contractor. County shall agree to the additional equipment and County shall install equipment if necessary.

Staff Dining: Contractor shall supply quality meals daily and change the menu based on demand and after mutual consultation with County. Contractor shall serve one entree per day plus one vegetarian entrée option as well as provide an extensive soup and salad bar daily. Contractor shall add in the staff
lounge, a sandwich bar, waffle station and pizza station with a belt fed tabletop oven at no cost to the County. Contractor shall assume cost of soda machine in staff lounge.

**Inmate Labor:** Contractor shall utilize inmate workers for food preparation, to serve/tray-line meals, perform sanitation and cleaning of the kitchen and equipment. Inmates shall be assigned a position and Contractor shall provide the proper training, orientation and supervision they need to be effective in food safety, personal hygiene, basic sanitation, and food handling.

**Meal Ordering and Delivery:** Contractor shall prepare meals according to the meal count provided by County before each meal service. Contractor shall prepare meals using the cook-serve method; consistently portioning food items on the serving line into individual, thermal trays and load them onto appropriate meal carts for delivery by jail housing location. Special Diet trays shall be labeled according to inmate, type of diet, and housing location. The County’s designated officer will verify the number of trays and deliver trays to respective inmates. The Meal Delivery Schedule will be in accordance with the County’s meal service times.

**Contractor Milestones:**

Contractor shall be ready to assume all duties outlined in this contract upon employing one FTE with an initial background approved by County. County shall not pay for any startup responsibilities required by Contractor prior to the commencement of services. Contractor shall only invoice upon date of a minimum staffing level of 1.0 FTE actively preparing meals in the County jail kitchen. Any vacant position, County or Contractor, shall be replaced immediately upon full background approved by County.

**Meetings:**

**Transition Planning:** Upon contract award, Contractor shall request a Project Management meeting in order to verify contract tasks are met. Contractor and County shall discuss all facets of the transition plan and modify the steps as needed to make the transition as smooth as possible.

Communication and coordination meetings shall occur daily between the County Kitchen Supervisor and the Contractor’s Production Coordinator.

**Other Contractor Deliverables:**

Contractor shall maintain a (3) three day supply of food and water on-hand in the event of an emergency.

**Food Management Software:** “NetMenu” software will be provided by the Contractor at no cost to the County. NetMenu will assist staff with kitchen management tasks to include menu and recipe management, product inventory, auto product ordering, comprehensive receivable and payable invoices and complete reporting.

**Crisis Management Services:** To assist with critical incident response, Contractor offers Crisis Management Services (CMS). CMS provides immediate response and advisement for any food-related emergency. Contractor’s team of Experts on Demand (EOD) are available to assist County with incident response, 24/7. Contractor’s CMS program can also provide after action reports to assist County with media inquiries, grievances, and law suits.

**Catering and Special Events:** Catering and Special Events could include Breakfast, Lunch, Dinner, cookies, pastries, celebrations cakes, or a customized package. Contractor on-site staff can prepare fresh food items. Upon request by County, Contractor shall review the needs of each specific occasion and mutually agree on an acceptable plan and cost.
COUNTY RESPONSIBILITY

In order to fulfill the terms of this contract, County shall:

- Direct County staff to cooperate fully with the Contractor.
- Provide Contractor's staff with valid identification cards and conduct background checks.
- Make available the Butte County Jail kitchen and all appliances currently in use, for uninhibited use by the Contractor.
- Make available appropriate fully-screened inmates, up to a maximum of sixteen (16) to work in the jail kitchen; inmates shall be directed by County or Contractor staff.
- Provide all utilities necessary to properly operate the Butte County Jail kitchen.
- Provide all maintenance to County owned kitchen appliances. Contractor shall properly care for County owned kitchen appliances and shall be held accountable for repairs or replacement if negligence is proven.
- Provide aprons, towels, cleaning supplies and routine maintenance to County owned equipment. Provide pots, pans and knives used in food preparation.
- Provide all County inmate clothing and safety gear required to work in the kitchen.
- Distribute inmate meals to inmates housed at the Butte County Jail. County will supply carts used for distribution of inmate meals.
- Install additional Contractor's equipment upon agreement by both parties.
- Provide fork lift and driver to off-load food deliveries to the Butte County Jail.
- Pay uncontested invoices within 30 days of receipt of invoice.

Contractor Compensation:

Contractor shall prepare and provide food service invoices to County on a weekly basis on Meal Cost Schedule (page 10). The statements shall reflect the exact number of meals served per day with boxed meals separated from meals served within the facility.

Meal prices shall be adjusted annually, effective on the fully executed contract date, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract fully executed date. In no case shall the annual adjustment exceed 3%.
## MEAL COST SCHEDULE

Meal Cost Schedule Based on # of Meals Provided Daily
Count/Cost Includes County Staff Meals & Out of Custody Box Lunches

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<tbody>
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<td>$1.356</td>
</tr>
<tr>
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</tr>
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**664 655+** | $1.347 | $1.402 | $1.456 | $1.510

**END SCOPE OF WORK**