

REQUEST FOR PROPOSAL

CLAY COUNTY SHERIFF'S OFFICE INMATE FOOD SERVICES RFP # B21-003



Clay County Sheriff's Office
901 North Orange Avenue
P.O. Box 548
Green Cove Springs, FL 32043
(904) 529-6029
Fax (904) 529-6482
Website: <http://www.claysheriff.com>
Date of Issue: June 09, 2021
Proposal Due Date: July 07, 2021

CALENDAR OF EVENTS

Listed below are the important dates and times by which the actions noted must be completed. If the Clay County Sheriff's Office (CCSO) finds it necessary to change any of these dates or times, the change will be accomplished by addendum. All dates are subject to change.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	June 09, 2021
Pre-Proposal Submittal Conference	NONE
Proposals Due	July 07, 2021
Committee Recommendation	July 22, 2021
Contract Signed	July 29, 2021
Services Estimated Start Date	August 9, 2021

For information concerning procedures for responding to this Bid, contact the Purchasing Manager, Rhonda Sanders by email rsanders@claysheriff.com or at (904) 529-6029.

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CLAY COUNTY SHERIFF'S OFFICE**REQUEST FOR PROPOSAL**

NOTICE IS HEREBY GIVEN that the Clay County Sheriff's Office (CCSO) invites and will receive sealed Proposals from qualified companies to perform the following work which is described in detail in the Request for Proposal (RFP) specifications.

REQUEST FOR PROPOSAL (RFP) #: B21-003

PROJECT NAME: CCSO INMATE FOOD SERVICES

PRE-PROPOSAL CONFERENCE: NONE

LOCATION: N/A

RFP OPENING LOCATION: Clay County Sheriff's Office
901 North Orange Avenue
Green Cove Springs, Florida 32043

RFP SUBMITTAL DEADLINE DATE & TIME: July 07, 2021 @ 4:00pm.

The CCSO is using a Request for Proposal for this project and will award a contract to the Proposer the CCSO finds, in its sole discretion, best meets the long term needs of the CCSO.

Specifications and RFP documents are available by downloading a bid package from the Purchasing Section of the Clay County Sheriff's Office website at [\(Resources/Purchasing\)](#) link or by calling the Purchasing Section at (904) 529-6029.

Qualified companies are invited to deliver one (1) clearly marked original and five (5) copies of their Proposal, in a sealed envelope marked "**Request for Proposal (RFP) #: B21-003, Project Name: CCSO INMATE FOOD SERVICES**", to the Clay County Sheriff's Office, Attn.: Purchasing Manager, 901 North Orange Avenue, Green Cove Springs, Florida 32043. The CCSO assumes no responsibility for Proposals received after the proposal deadline identified above, or delivered to any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late Proposals will be held unopened and will not be considered for award.

All Proposers should ensure that the Proposal is both complete and accurate. The CCSO may require additional information or data from any of the Proposers. An Evaluation Committee appointed by the CCSO will evaluate Proposals.

The Proposal Evaluation Committee (PEC) selected by the CCSO will fairly consider all Proposals. The PEC will perform a review of Proposals received from Proposers to determine completeness and responsiveness to the principal components of the technical, financial, and legal requirements of the RFP. Request for clarification letters may include, but are not limited to, the following: commitment of project team members; performance

guarantees and standards; project guarantor commitments; proposers interpretation of proposed CCSO organization and business entity relationships, operations, project schedules, phasing methods and payment schedules; and letters of credit, performance bonds, and insurance requirements. The PEC will make a recommendation to the CCSO Executive Financial Officer following the review of all Proposals and consideration of any additional evidence or data desired by the PEC.

All questions, comments, or concerns about this RFP must be submitted in writing to: The Clay County Sheriff's Office, Attn.: Purchasing Manager, 901 North Orange Avenue, Green Cove Springs, FL 32043. The Purchasing Manager is the only designated representative of the CCSO authorized to respond to comments, questions, and concerns. The CCSO will not respond to comments, questions, or concerns addressed to any person other than the Purchasing Manager. If the CCSO determines that a particular comment, question, or concern necessitates a global response to all Proposers, the CCSO will issue a clarifying memorandum or addendum. The final day that the CCSO will accept questions will be five (5) business days prior to the proposal submittal deadline date.

The CCSO reserves the right to accept or reject any and/or all Proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the CCSO depending on available competition and timely needs of the CCSO.

The CCSO reserves the right to select a company with or without interviews, and may decide to select any of the companies submitting qualification packages. The CCSO reserves the right to award the contract to a responsible Proposer submitting a responsive Proposal, with a resulting negotiated agreement that is most advantageous and in the best interests of the CCSO.

The CCSO shall be the sole judge of the Proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the CCSO reserves the right to make such investigation, as it deems necessary, to determine the ability of any Proposer to perform the work or service requested.

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PROPOSAL ACKNOWLEDGEMENT FORM

Request for Proposal (RFP) #: B21-003
Project Name: CCSO INMATE FOOD SERVICES

All Proposers must register receipt of a Solicitation with the CCSO. By completing and returning this form, you are registering receipt of this solicitation with the CCSO and requesting notification of Addenda that may be issued regarding this solicitation.

The CCSO will attempt to notify all prospective Proposers of any and all Addenda issued to the solicitation. However, it shall be the responsibility of the Proposer, prior to submitting their response, to either:

1. Visit ([Resources/Purchasing](#)) link to view the solicitation and download all issued Addenda; or
2. Contact the Purchasing Section to determine if Addenda were issued.

Proposers must acknowledge and incorporate the Addenda into their response.

Please be advised that the CCSO will post Addenda, in Adobe format, with the corresponding on-line solicitation.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

FAX THIS COMPLETED REGISTRATION FORM TO: (904) 529-6482; ATTN: Purchasing Manager

GENERAL CONDITIONS

DEFINED TERMS

Terms used in this Request for Proposal are defined and have the meaning assigned herein.

Addenda means a written change to a solicitation.

Bid shall refer to any offer(s) submitted in response to this Invitation to Bid.

CCSO refers to the Clay County Sheriff's Office, a sub-division of the Clay County Board of County Commissioners.

Contract means the agreement to perform the services set forth in this solicitation.

Modification means a written change to a Contract.

Pre-Award Documents means those forms, insurances, permits, and licensures needed to begin work on behalf of the CCSO.

Proposal Evaluation Committee means the CCSO staff appointed to evaluate the Bids received in response to this RFP.

Proposer means any one Vendor submitting a Bid in response to the RFP.

Responsive Bid means a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the RFP.

Responsible Bidder means a Proposer that has the capacity and capability to perform the work required under the RFP, and is otherwise eligible to become a Vendor.

RFP refers to this sealed Request for Proposal including all issued addenda.

Solicitation refers to the entire RFP package and the Proposer's Proposal as a response to this RFP.

Proposal refers to all documentation and information as submitted by the Proposer in response to this solicitation.

Vendor means any entity responding to this RFP who is capable of submitting a Responsive and Responsible bid, or any entity to which a Contract has been awarded.

For purposes of this Invitation to Bid the words "shall", "must", or "will" are equivalent in this Invitation to Bid and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the CCSO's sole discretion, the deficient response is not in substantial accord with this Invitation to Bid's mandatory requirements. The words "should" or "may" are equivalent in this Invitation to Bid and indicate very desirable conditions, or requirements but are permissive in nature.

1. PROPOSER REGISTRATION

Proposers who obtain solicitation documents from sources other than the CCSO or download from any other source must officially register receipt of the solicitation with the CCSO's Purchasing Section in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Proposer may cause your Proposal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued Addenda.

2. CONTACT

All prospective Proposers, their agents, and associates are hereby instructed not to contact any CCSO member or CCSO official other than the contact person indicated on page 1 above regarding this solicitation or their Proposal at any time prior to the final evaluation and recommended ranking by the CCSO staff for this project. Failure to comply with this provision shall be cause for rejection of your Proposal.

3. ADDENDA AND INQUIRIES

- 3.1 If there is any doubt as to the true meaning of the specifications and information provided, Proposers may submit written or faxed inquiries regarding this solicitation to: The Clay County Sheriff's Office, Attn.: Purchasing Manager, 901 North Orange Avenue, Green Cove Springs, FL 32043, Fax No. (904) 529-6482. The CCSO will respond to written or faxed inquiries received at least five (5) business days prior to the RFP due date. Inquiries must reference the date and time of opening, and the RFP number. Failure to comply with this condition shall result in the Proposer waiving their right to dispute the specifications and information provided in the solicitation document.
- 3.2 Any change to this solicitation shall be made by Addenda duly issued to each registered Proposer.
- 3.3 Receipt of such Addenda must be so noted on or within your response. It is the Proposer's responsibility to make contact through the Internet or phone to determine if Addenda have been issued.
- 3.4 Oral Inquiries: The CCSO will not respond to oral inquiries.

4. PUBLIC OPENING

Proposals shall be received in the Purchasing Section, 901 North Orange Avenue, Green Cove Springs, FL 32043 by the date and time indicated on Page 1 of these documents. As soon as possible thereafter, the names of Proposers shall be read off at the CCSO.

5. DELAYS

The CCSO, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the CCSO to do so. The CCSO will notify Proposers of all changes in scheduled due dates by written Addenda.

6. PROPOSAL SUBMISSION AND WITHDRAWAL

6.1 Address to send Proposal:

**Clay County Sheriff's Office
Attention: Purchasing Manager
901 North Orange Avenue
Green Cove Springs, FL 32043**

- 6.2 The outside of the envelope/container must be marked as **Request for Proposal (RFP) #: B21-003, Project Name: CCSO INMATE FOOD SERVICES**. The envelope/container must also include the Proposer's name and return address.
- 6.3 Proposals may be withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the proposal due date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.
- 6.4 Withdrawal of Proposals after Opening Date: Proposals, once opened, become the property of the CCSO and will not be returned to the Proposer. Proposals not so withdrawn before the opening constitute an irrevocable offer for a period of ninety (90) days to provide the CCSO the services set forth in these specifications until one (1) or more of the Proposals have been accepted by CCSO staff. No Proposer may withdraw their Proposal during this ninety (90) day period.
- 6.5 Number of Proposal Copies: Proposers shall submit one (1) original and five (5) copies of the Proposal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.
- 6.6 Proposal Is Not Binding: The Proposer understands that responding to this solicitation does not constitute an agreement or contract with the Proposer. A Proposal is not binding until Proposal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.
- 6.7 Responsibility for getting a Proposal to the CCSO on or before the specified date and time is solely and strictly that of the Proposer. The CCSO will not be responsible for any delay, for any reason whatsoever. Proposals by telephone, telegram,

facsimile machines, and Internet, will not be acceptable. Proposals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Section by the date and time specified for opening.

- 6.8 Late Proposals – Proposals received after the date and time of the opening will not be opened or considered. It will be the Proposer's responsibility to make arrangements for the return of their Proposal at their expense.

7. PROPOSAL PREPARATION COST

The CCSO shall not be liable for any expense incurred in connection with preparation of a Proposal to this document. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of this document.

8. ACCURACY OF PROPOSAL INFORMATION

Any Proposer, who states in their Proposal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

9. LICENSES

Licensed and Certified: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida, for the type of work to be performed, at the time of Proposal and during the entire contract time.

10. POSTING OF NOTICE OF INTENT

A Request for Proposal identifies a potential CCSO need or requirement for contracted goods or services and constitutes a notice of intent for award by posting the RFP on the CCSO's Website. Advertising for responses to RFPs in local newspapers also advises or provides a notice of intent.

11. PUBLIC RECORDS/TABULATION

Proposals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on the CCSO Website at [\(Resources/Purchasing\)](#).

12. RESERVED RIGHTS

- 12.1 The CCSO reserves the right to waive formalities in any Proposal, and to reject any or all Proposals in whole or in part, with or without cause and/or to accept the Proposal that in the CCSO's judgment will be in the best interest of the CCSO. The CCSO specifically reserves the right to reject any conditional Proposal.
- 12.2 To the extent permitted by applicable state and federal laws and regulations, CCSO reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 12.3 The CCSO reserves the right to reject the Proposal of any Proposer if CCSO believes that it would not be in the best interest of the CCSO to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CCSO.

13. INSURANCE

Refer to Insurance Requirements in Section 3.06 and Attachment A of this RFP.

14. INDEMNIFICATION/HOLD HARMLESS

The Proposer shall defend, indemnify and hold the CCSO, the CCSO's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Proposer, its sub-consultants and their officers, directors, agents or employees; any failure of the elected company to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected company's representations as set forth in the Proposal or any other failure of the selected company to comply with the obligations on its part to be performed under the contract.

15. PUBLIC ENTITY CRIMES / NON-COLLUSIVE AFFIDAVIT

- 15.1 Each Proposer shall complete the Non-Collusive Affidavit, and the Public Entity Crimes Form and shall submit the forms with the Proposal. The CCSO considers the failure of the Proposer to submit these documents to be a major irregularity and may be cause for rejection of their Proposal.
- 15.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a

contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 15.3 Termination for Cause: Any Agreement with the CCSO obtained in violation of this Section shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a subcontractor acceptable to the CCSO.

16. GRATUITIES AND KICKBACKS

- 16.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any recommendation, approval, disapproval, decision, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or Proposal therefore.
- 16.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to Vendor or higher tier subcontractor any person associated therewith, as an inducement of the award of a subcontract or order.
- 16.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and subcontract and solicitation therefore.

17. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Proposer shall be in compliance with Executive Order 11246 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

18. CONFLICT OF INTEREST

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business

entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's

or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

- 18.1 October 1, 1975.
- 18.2 Qualification for elective office.
- 18.3 Appointment to public office.
- 18.4 Beginning public employment.

19. DRUG FREE WORKPLACE:

The CCSO has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the CCSO workplace.

The CCSO requires the attached Drug Free Workplace Affidavit to accompany all Proposals. This form has been adopted by the CCSO in accordance with the Drug Free Workplace Act. The CCSO will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two (2) or more separate entities have submitted Proposals at the same price, terms and conditions.

20. APPLICABLE LAWS

Interested parties are advised that all CCSO contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable Clay County Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Proposer and the CCSO for any terms and conditions not specifically stated within the context of the contract.

21. COMPETENT PERSONNEL

Competent Personnel - All interested companies are to warrant that services shall be performed by skilled and competent personnel.

22. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 22.1 Before delivering a Proposal, each Proposer must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or

performance of the work, (b) study and carefully correlate the Proposer's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

22.2 The Proposer, by and through delivering a Proposal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services to be done or equipment to be furnished.

23. SPECIFICATIONS

23.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

23.2 For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Proposer meets all the Specifications in every respect.

24. CANCELLATION CLAUSE

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of the contract by a thirty (30) day written notice of intent forwarded to the successful Proposer.

25. ACCEPTING CONTENT OF PROPOSAL

By delivering a Proposal in response to this solicitation document, the Proposer certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Proposals shall be returned in the sequential manner as requested in the "Proposal Format and Requirements" section of this solicitation.

26. TAXES

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The CCSO is exempt from the payment of Federal and State taxes, including sales tax. Your cost Proposal shall not include sales tax to be collected from the CCSO. The CCSO's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the CCSO.

27. ASSIGNMENT

27.1 Successful Proposer shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CCSO'S prior written approval.

27.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Proposer and the CCSO may, at its discretion, cancel the Contract and all rights, title and interest of Successful Proposer shall thereupon cease and terminate.

28. SOLICITATION FORMS

28.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Proposer may offer an alternative service. Alternate Proposals may be submitted for consideration. It will be at the CCSO's sole discretion to accept or reject any and all alternate Proposals received.

28.2 This solicitation presents the CCSO's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Proposers are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the CCSO.

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 – Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Proposers must submit one (1) original and five (5) copies of their Proposal, in writing, to the Purchasing Manager in a sealed envelope. It must be addressed as follows:

**Clay County Sheriff's Office
Attention: Purchasing Manager
901 North Orange Avenue
Green Cove Springs, FL 32043
Request for Proposal (RFP) #: B21-003
Project Name: CCSO INMATE FOOD SERVICES**

Proposals must be received no later than 4:00 P.M., Florida time on the date shown on the cover page. Faxed or oral proposals will not be accepted.

A Proposer's failure to submit their Proposal prior to the deadline will cause the Proposal to be disqualified. Late Proposals or amendments will not be opened or accepted for evaluation. There will be no exception to this rule.

1.02 – Contract Term and Work Schedule

The contract term and work schedule set out herein represent the CCSO's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The initial term of the contract will be thirty-six (36) months beginning on the date a contract is executed by both parties. In addition, The Sheriff's Office intends to include in the contract a right to extend the term of the contract for three (3) subsequent one (1) year terms, provided such extensions are in the best interest of both parties.

1.03 – Purpose of the RFP

It is the intent of the CCSO to secure a qualified company to provide the services contemplated under Section 5 of this RFP.

1.04 – Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Purchasing Manager no later than fourteen (14) days **prior** to the deadline for receipt of Proposals.

1.05 – Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Purchasing Manager at least fourteen (14) days before the Proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Proposer's Proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the CCSO Purchasing Manager, in writing, at least fourteen (14) days before the time set for opening.

1.06 – Questions Received Prior to Opening of Proposals

All questions must be in writing and addressed to the CCSO Purchasing Manager. The final day that the CCSO will accept questions will be five (5) business days prior to the proposal submittal deadline date.

1.07 – Amendments

If an amendment is issued, it will be provided to all who were mailed or received a copy of the RFP and to those who have registered with the Purchasing Manager as having downloaded the RFP from the CCSO web site.

1.08 – Alternate Proposals

Proposals may be delivered, which deviate from the requirements herein, providing they are clearly identified as alternate proposals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the best interest of the CCSO that an alternate proposal be considered. Such alternate proposals will be provisionally accepted for consideration, subject to the reserved right of the CCSO to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the CCSO to accept or reject these proposals upon the basis of the determination.

1.09 – Right of Rejection

Proposers must comply with all of the terms of the RFP, the CCSO Purchasing Process, and all applicable local, state, and federal laws, codes, and regulations. The Purchasing Manager may reject any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Proposers may not qualify the Proposal nor restrict the rights of the CCSO. If a Proposer does so, the Purchasing Manager may determine the Proposal to be a non-responsive counter-offer and the Proposal may be rejected.

Proposals may be waived by the Purchasing Manager if they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision.

The CCSO reserves the right to refrain from making an award if it determines that to be in its best interest.

A Proposal from a debarred or suspended Proposer shall be rejected.

1.10 – CCSO Not Responsible for Preparation Costs

The CCSO will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any Proposal.

1.11 – Disclosure of Proposal Contents

All Proposals and other material submitted become the property of the CCSO and may be returned only at the CCSO's option. Chapter 119, Florida Statutes requires public records to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be open for public inspection immediately after opening by the CCSO.

Trade secrets and other proprietary data contained in Proposals may be held confidential until a Notice of Decision or Notice of Intended Decision is issued by the CCSO Purchasing Manager or ten (10) days after opening, whichever is earlier, as provided by Section 120.057(3) (a), Florida Statutes, if the Proposer requests, in writing, that the Purchasing Manager does so, and if the Purchasing Manager agrees, in writing, to do so. Material considered confidential by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for confidentiality. At that time, all Proposals and documents pertaining to the Proposals will be open to the public, except for material designated as proprietary or confidential as defined in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The Purchasing Section will not disclose or make public any pages of a Proposal on which the Proposer has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information concerning the Proposer's organization and data that qualifies as a trade secret in accordance with the definition in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

1.12 – Subcontractors

Subcontractors may be used to perform work under the contract only as necessary. If a Proposer intends to use subcontractors, the Proposer must identify in the Proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a Proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five (5) working days from the date of the CCSO's request:

- (a) Complete name of the subcontractor,
- (b) Complete address of the subcontractor,
- (c) Type of work the subcontractor will be performing,
- (d) Percentage of work the subcontractor will be providing,
- (e) Evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid business license, proof of required insurance and meets all other conditions set forth in this RFP to conduct business with the CCSO, and;
- (f) A written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor is committed to render the services required by the contract.

A Proposer's failure to provide this information, within the time set, may cause the CCSO to consider their Proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the CCSO.

1.13 – Joint Ventures

Joint ventures will not be allowed.

1.14 – Proposer's Certification

By signature on the Proposal, Proposers certify that they comply with:

- (a) The laws of the State of Florida,
- (b) The applicable portion of the Federal Civil Rights Act of 1964,
- (c) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
- (d) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government,
- (e) Maintains a Drug Free Workplace,
- (f) All terms and conditions set out in this RFP,
- (g) A condition that the Proposal submitted was independently arrived at, without collusion, under penalty of perjury, and
- (h) That the offers will remain open and valid for at least 90 days.

If any Proposer fails to comply with (a) through (h) of this paragraph, the CCSO reserves the right to disregard the Proposal, terminate the contract, or consider the Vendor in default.

1.15 – Conflict of Interest

Each Proposal shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., employed by the CCSO) and, if so, the nature of that conflict. The CCSO reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The CCSO's determination regarding any questions of conflict of interest shall be final.

1.16 – Solicitation Advertising

Public notice has been provided in accordance with CCSO policy and applicable Florida Statutes.

1.17 – Assignment

The Vendor may not transfer or assign any portion of the contract without prior written approval from the CCSO.

1.18 – Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Florida. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Circuit Court for Clay County, Florida.

1.19 – Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 – Authorized Signature

All Proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

2.02 – Pre-Proposal Conference

A pre-proposal conference, if held, will be on the date shown on page 1, Calendar of Events at the CCSO main office at 901 North Orange Avenue in Green Cove Springs, Florida. The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective Proposers as soon as possible after the meeting.

Proposers with a disability needing accommodation should contact the Purchasing Manager prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03 – Amendments to Proposals

Amendments to or withdrawals of Proposals will only be allowed if acceptable requests are received prior to the deadline set for receipt of Proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the CCSO's request.

2.04 – Supplemental Terms and Conditions

Proposals must comply with **Section 1.09 Right of Rejection**. However, if the CCSO fails to identify or detect supplemental terms or conditions conflicting with those contained in this RFP, or that diminish the CCSO's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void.

After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the RFP will prevail;
- (b) if the CCSO's rights would be diminished as a result of application of a supplemental term or condition included in the Proposal, the supplemental term or condition will be considered null and void.

2.05 – Clarification of Proposals

In order to determine if a Proposal is reasonably susceptible for award, communications by the Purchasing Manager or the Proposal Evaluation Committee are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the Purchasing Manager or the Proposal Evaluation Committee may be adjusted as a result of a clarification under this section.

2.06 – Discussions with Proposers

The CCSO may conduct discussions with Proposers. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP or Proposal identified by the Purchasing Manager. The Purchasing Manager will only hold discussions with Proposers who have submitted a Proposal deemed reasonably suitable for award. Discussions, if held, will be after initial evaluation of Proposals by the Proposal Evaluation Committee. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Purchasing Manager may set a time for best and final Proposal submissions from those Proposers with whom discussions were held. Proposals may be reevaluated after receipt of best and final Proposal submissions.

If a Proposer does not submit a best and final Proposal or a notice of withdrawal, the Proposer's immediate previous Proposal is considered the Proposer's best and final Proposal.

Proposers with a disability needing accommodation should contact the Purchasing Manager prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a Proposal must be reduced to writing by the Proposer.

2.07 – Prior Experience

Proposer must have at least three (3) years of experience in performing similar services as detailed under Section 5 of this RFP. The Proposer shall provide a list of five (5) references denoting experience and accomplishments. The list of references shall include names, titles, addresses and specific telephone numbers where parties may be reached.

2.08 – Vendor Tax ID

A valid Vendor Tax ID must be submitted to the Purchasing Section with the Proposal or within five (5) days of the CCSO's request.

2.09 – Business License and Other Required Licenses

At the time the Proposals are opened, all Proposers must be able to do business in the State of Florida and have any necessary required professional licenses required by Florida Statute. Proposers should contact the Florida Department of State, Division of

Corporations, P. O. Box 6327, Tallahassee, Florida 32314, or the Florida Department of Business and Professional Regulation, Division of Professions, 1940 North Monroe Street, Tallahassee, FL 32399-0760 for information on these licenses. Proposers must submit a copy of a valid Florida business or professional license with the Proposal as well as any licenses required to do business in Clay County.

A Proposer's failure to submit this evidence with the Proposal will cause their Proposal to be determined non-responsive.

2.10 - Evaluation of Proposals

An Evaluation Committee is made up of selected CCSO members. The evaluation will be based solely on the evaluation factors set out in Section 7 of this RFP. The Proposal ranked highest per Section 7 of this RFP shall be the Proposer to be negotiated with. A second highest ranking Proposer may also be selected as a "back-up" to the highest Proposer should they be unavailable at time of work assignment.

After receipt of Proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended Proposals. Evaluations may be adjusted as a result of receiving new or amended Proposals.

2.11 – Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined as shown in the example below. The lowest cost Proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other Proposals will be determined through the method set out below. In the generic example below, cost is weighted as 80% of the overall total score. **The weighting of cost may be different in your particular RFP.**

Formula Used to Convert Cost to Points

STEP 1. List all Proposal prices, adjusted where appropriate by the application of all applicable preferences.

Proposer #1 – \$40,000

Proposer #2 – \$42,750

Proposer #3 – \$47,500

STEP 2. Convert cost to points using this formula.

$$\frac{[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Applicable Proposer Price})} = \text{POINTS}$$

The RFP allotted 80% (80 points), of the total 100 points, for cost.

Proposer #1 receives 80 points.

The lowest cost Proposal, in this case \$40,000, receives the maximum points allotted to cost, 80 points.

Proposer #2 receives 74.9 points.

$$\$40,000 \times 80 = 3,200,000 \div \$42,750 = 74.9$$

Proposer #3 receives 67.4 points.

$$\$40,000 \times 80 = 3,200,000 \div \$47,500 = 67.4$$

2.12 – Contract Negotiation

After final evaluation, the Purchasing Manager may negotiate with the Proposer of the highest-ranked Proposal. Negotiations, if held, shall be within the scope of the Request for Proposals and limited to those items that would not have an effect on the ranking of Proposals. If the highest ranked Proposer fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the CCSO may terminate negotiations and negotiate with the Proposer of the next highest-ranked Proposal. If contract negotiations are commenced, they will be held in a conference room located in the CCSO Administrative Offices in Green Cove Springs, Florida.

The Proposer will be responsible for their travel and per diem expenses.

2.13 – Failure to Negotiate

The CCSO may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest ranked Proposer if the selected Proposer:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the Proposer and the CCSO, after a good faith effort, simply cannot come to terms.

2.14 – Notice of Intent to Award (NIA) — Proposer Notification of Selection

The Purchasing Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Proposers which identifies the highest ranked Proposer. The NIA will set out the names of all Proposers and identify the Proposal selected.

2.15 – Protest

Any actual or prospective Proposer who has a substantial interest in and is aggrieved in connection with the Solicitation, the RFP, the Notice of Intent to Award, the award or proposed award of a contract, or the failure to award a contract may submit a protest in accordance with this Section.

Any protest concerning the bid specifications or requirements must be made within seventy-two (72) hours from the time the facts become known and, in any case, at least twenty-four (24) hours prior to the bid opening. Such protest must be made in writing to the person identified under General Condition 2 of this RFP and materially comply with Section 2.15.1 (a) – (e) of this RFP. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.

A Protester must have submitted a Proposal in order to have sufficient standing to protest the proposed award of a contract. The Protestor must file a Notice of Intent to Protest with the person identified under General Condition 2 within three (3) business days from the time the facts become known and, in any case, at least three (3) business days after the Notice of Intent to Award is provided to all proposers. Thereafter, a Formal Written Protest shall be filed with the person identified under General Condition 2 of this RFP as detailed under Section 2.15.1.

2.15.1 – Formal Written Protest

The Formal Written Protest shall be submitted in writing to the person identified under General Condition 2 of this RFP within seven (7) calendar days after the submittal of a Notice of Intent to Protest. The seven (7) day period includes official holidays, Saturdays, and Sundays. If the seventh (7th) day should fall on an official holiday, Saturday or Sunday, then the period shall extend until the end of the next regular work day.

The Formal Written Protest must include:

- (a) the name, address, and telephone number of the protester;
- (b) the signature of the protester or the protester's representative;
- (c) identification of the contracting department and the Solicitation or contract at issue;
- (d) a detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- (e) the form of relief requested, and
- (f) a bid protest bond made payable to the Sheriff of Clay County in an amount equal to one percent (1%) of the CCSO's estimate of the total contract or \$10,000 whichever is less. In lieu of a bond, the CCSO may accept a cashier's check or money order in the amount of the bond.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Faxed copies containing a signature are acceptable.

Any actual or prospective Proposer who has a substantial interest in and is aggrieved in connection with the Solicitation or proposed award of a contract which is in excess of the award authority of the Purchasing Manager may protest to the CCSO Executive Financial Officer. Protests arising from the decisions and votes of Selection/Negotiation Committees shall be limited to protests based upon alleged deviation(s) from Section 7.

2.15.2 – Protest Resolution

The CCSO Executive Financial Officer shall have the authority to settle and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract.

If the protest is not resolved by mutual agreement, the CCSO Executive Financial Officer shall promptly issue a decision in writing, after consulting with the CCSO General Counsel. The decision shall state the reasons for the action taken and inform the protestant of his right to administrative review.

A copy of this decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

In the event of a timely protest under this section, the CCSO shall not proceed further with the solicitation or with the award of this contract until a written determination is made by the Executive Financial Officer and approved by the CCSO General Counsel or a written determination is made that the award of the contract must be made without delay in order to protect the substantial interest of the CCSO.

2.15.3 – Timely Submittal of a Protest

Protests, to include the Notice of Intent to Protest and the Formal Written Protest, not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the Formal Written Protest required under this section shall be deemed waived.

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SECTION THREE STANDARD CONTRACT INFORMATION

3.01 – Contract Type

The contract will be based on a fee schedule for authorized services or deliverables.

3.02 – Contract Approval

This RFP does not, by itself, obligate the CCSO. The CCSO's obligation will commence when a contract is approved by the Sheriff of Clay County, or their designee. Upon written notice to the Vendor, the CCSO may set a different starting date for the contract. The CCSO will not be responsible for any work done by the Vendor, even work done in good faith, if it occurs prior to the contract start date set by the CCSO.

3.03 – Standard Contract Provisions

The Vendor will be required to sign a contract and comply with the contract provisions established as a result of this proposal. No alteration of these provisions will be permitted without prior written approval from the CCSO General Counsel. Objections to any of the provisions in Appendix A or this RFP must be set out in the Proposer's Proposal.

3.04 – Proposal as a Part of the Contract

Part or all of this RFP and the successful Proposal may be incorporated into the contract.

3.05 – Additional Terms and Conditions

The CCSO reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

3.06 – Insurance Requirements

The Vendor shall maintain in effect during the time period of the contract, "Adequate Insurance Coverages" as required by federal, state and local laws, regulations and ordinances as further detailed under Attachment A of this RFP. Such coverage shall be provided by companies approved by the CCSO. Vendor shall not commence or continue work under the contract until evidence of "Adequate Coverage" has been provided to and approved by the Purchasing Manager. In addition, in the event that Vendor does commence or continue work during any period where "Adequate Insurance Coverage" is not in force, charges assessed to the CCSO for uninsured independent Vendors will be back charged to the Vendor.

Should any of the required policies be canceled or undergo material change before the expiration date, the issuing insurance company will mail sixty (60) days written notice to: CCSO General Counsel, Clay County Sheriff's Office, 901 North Orange Avenue, Green Cove Springs, FL 32043.

3.07 – Indemnity

The Vendor covenants and agrees to indemnify and hold harmless the CCSO, and to defend it from all cost, expenses, damages, attorney's fees, injury or loss, to which the CCSO may be subjected by any person, company, corporation or organization by reason of any wrong doing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Vendor, the Vendor's employees, the Vendor's agent or assigns, or subcontractors.

3.08 – Contract Funding

Approval or continuation of a contract resulting from this is contingent upon funding appropriations from the Clay County Board of County Commissioners.

3.09 – Proposed Payment Procedures

The CCSO will make payments based on a negotiated payment schedule.

3.10 – Contract Payment

No payment will be made until the contract is approved by the Sheriff or Undersheriff. Under no conditions will the CCSO be liable for the payment of any interest charges associated with the cost of the contract.

The CCSO is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

In order to be considered a proper invoice, it must be based on a proper delivery of services to and acceptance by the CCSO; the Vendor or other party who is supplying the services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements, that those requirements have been complied with.

All payments made under the contract will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than thirty (30) days from receipt of proper invoice. Payment shall be made via Automated Clearing House (ACH) process.

Dispute Resolution

In the event a dispute occurs between Vendor or other invoicing party and the CCSO concerning payment of an invoice, the CCSO Executive Financial Officer and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the CCSO such material and information as the CCSO may reasonably

require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature.

This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the CCSO. Any decision by the CCSO Executive Financial Officer shall constitute the final decision of the CCSO regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

3.11 – Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the CCSO. If performed, the scope of the debriefing will be limited to the work performed by the Vendor.

3.12 – Change in Company Ownership

Any change in ownership of the Vendor's company must be approved, in advance and in writing by the CCSO. Changes of this nature not approved by CCSO may be grounds for the CCSO to terminate the contract.

3.13 – Inspection & Modification - Reimbursement for Unacceptable Deliverables

The Vendor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the CCSO. The CCSO may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the CCSO determine that corrections or modifications are necessary in order to accomplish its intent the CCSO may direct the Vendor to make such changes. The Vendor will not unreasonably withhold such changes.

Substantial failure of the Vendor to perform the contract may cause the CCSO to terminate the contract. In this event, the CCSO may require the Vendor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14 – Contract Termination

The Clay County Sheriff's Office may terminate the contract at any time that the Vendor fails to carry out its provisions or to make substantial progress under the terms specified in this document.

- (a) The Clay County Sheriff's Office shall provide the Vendor with thirty (30) days written notice of conditions endangering performance. (A lesser number of days may be specified and enforced if required by an outside agency.) If, after such notice the Vendor fails to remedy the condition contained in the notice, the Clay County Sheriff's Office shall issue an immediate stop work order.

- (b) Should the above condition occur, the Clay County Sheriff's Office shall only be obligated to reimburse the Vendor for services rendered prior to the date of termination, less any non-performance liquidated damages.
- (c) Notwithstanding any other provision, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming through failure of the Clay County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided; the Clay County Sheriff's Office has the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.
- (d) With the mutual agreement of the Clay County Sheriff's Office and the Vendor upon receipt and acceptance of not less than sixty (60) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party. This clause does not restrict the CCSO's termination rights under the contract provisions.

3.15 – Contract Changes - Unanticipated Amendments

During the course of the contract, the Vendor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the CCSO will provide the Vendor a written description of the additional work and request the Vendor to submit a company time schedule for accomplishing the additional work and a company price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The Vendor will not commence additional work until the CCSO has secured any required CCSO approvals necessary for the amendment and issued a written contract amendment, approved by the Sheriff, the Undersheriff, or the CCSO Executive Financial Officer.

3.16 – Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

**SECTION FOUR
BACKGROUND INFORMATION**

4.01 – CCSO Background Information

Clay County encompasses a 601 square mile suburban/rural county in Northeast Florida and contains the communities of Orange Park, Middleburg, Green Cove Springs, Fleming Island, Penney Farms, Clay Hill, Oakleaf Plantation, and Keystone Heights. It is bordered to the north by Jacksonville and is part of the Jacksonville MSA which has a major influence on the county. Clay County has a council-manager form of government.

The Clay County Sheriff is one of five constitutional officers in Clay County. The others are Clerk of Court, Property Appraiser, Tax Collector, and Supervisor of Elections.

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SECTION FIVE SCOPE OF WORK

5.01 – Project Background

The purpose of this Invitation to Bid is to establish a vendor for providing total food services for personnel and inmates of the Clay County Sheriff's Office Jail Facility for a period of thirty-six (36) months with three (3) additional one (1) year renewal options.

The Clay County Sheriff's Office Jail Facility, desires to continue to provide its personnel and inmates with quality food service in the most cost effective manner possible.

The Clay County Sheriff's Office Jail Facility, hereafter referred to as CCJ is located at 901 North Orange Avenue, Green Cove Springs, Florida 32043. The Clay County Sheriff's Office is requesting proposals for providing food service to include inmate and staff meals seven days per week and program support services for an average daily inmate population of 492 and staff of 90. This facility houses pre-trial and some sentenced detainees and has a housing capacity of 492.

5.02 –Requirements

For complete details on the specifications and requirements of the Scope of Work, please see:

Appendix B – "FOOD SERVICE SPECIFICATIONS AND COST PROPOSAL" and Appendix C – "FOOD PRODUCT SPECIFICATIONS".

- (a) The Vendor shall perform its obligations and functions hereunder in full compliance with all applicable laws of the United States or any of its agencies; the State of Florida; the County of Clay, and any applicable rules, regulations, or directives of any agency thereof.
- (b) The Vendor shall maintain at no cost to the CCSO, any and all licenses and permits, whether municipal, state, or federal, required for the performance of its obligations under this solicitation.
- (c) The Clay County Sheriff's Office is seeking Proposals from established food service management companies that have a successful record of providing outstanding food service to comparable institutions. The Vendor must provide quality options that display current food trends and innovative ideas, as well as nutritional needs for both inmates and our staff. The food service must be cost-effective and provide a selection of dining solutions that complement healthy food wellness and nutrition.
- (d) In addition we are interested in proposals that address current and future trends in food service as well as outstanding customer service. This partnership should result in a professional response and practice of customer service that is found in consistent practices that reflect friendly and courteous interaction with all members that come into contact with the food service company.

- (e) The Vendor must comply with My Plate guidelines as per the US Department of Agriculture/ Health and Human Services. All meals must also contain a variety in color, texture, temperature, selection, and palatability.
- (f) All staff menus should include a variety of meal choices to include “grab and go” food and snacks, a la carte selections, as well as chef crafted hot and cold meals to offer portable dining options. All Chef crafted meals will be made available for both the day and the night security teams on a daily basis. All staff menus will be reviewed on a bi-weekly basis for changes if needed. Vendor must have the capability to provide electronic payment options for staff meal.

5.03 – Records

The Vendor shall maintain all records and documents relative to the direct costs incurred by the Vendor in the performance of its obligations and functions under this contract for a period of at least thirty-six (36) months from the date of receipt of the invoice covering such direct costs; which records and documents shall be subject to inspection or audit by the CCSO or its agent at any time during the period for which they must be retained to determine the accuracy of direct cost invoices previously submitted.

5.04 – Professional Responsibility

All services shall be provided with the skill and care which would be exercised by comparable company performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the services, the Vendor shall furnish, at their own cost and expense, the means necessary to correct deficiencies, and shall be responsible for any and all consequential damages arising from these deficiencies.

Vendor shall accept full responsibility for the work as described herein. Vendor shall obtain and furnish proof of insurance. If the initial insurance expires prior to the completion of the contract, a renewal certificate shall be furnished thirty (30) days prior to date of expiration.

5.05 – Bond Requirements

The Office of the Sheriff, Clay County has waived the requirement of a bid bond.

5.06 – Equipment Requirements

The Vendor must provide, install, and repair all equipment needed to store food at safe temperatures, and to display all “grab and go” food options.

5.07 – Pricing

Annual price adjustments may be made to either increase or decrease meal pricing. All meal price increase requests must be submitted at least thirty (30) days prior to the close of the fiscal year.

The vendor shall give written notice to the Detention Department Director and the Purchasing Department of any price increases no less than thirty (30) calendar days prior to the effective date of all said changes. All changes will be made effective after the last day of the month following the adjustment period and will be retroactive if the change is not available on a timely basis.

The Vendor must also specify a set cost of meals being prepared during construction, as well as meals being catered for special events.

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SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 – Proposal Format and Content

The CCSO discourages overly lengthy and costly Proposals, however, in order for the CCSO to evaluate Proposals fairly and completely, Proposers must follow the format set out in this RFP and provide all information requested.

6.02 – Introduction

Proposals must include the complete name and address of Proposer's company and the name, mailing address, and telephone number of the person the CCSO should contact regarding the Proposal.

Proposals must confirm that the Proposer will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. Proof of such binding authority shall be furnished as part of the Proposal. A Proposer's failure to include these items in the Proposal may cause the Proposal to be determined to be non-responsive and the Proposal may be rejected.

6.03 – Methodology & Management Plan for the Project

Proposers must provide comprehensive narrative statements that set out the methodology and management plan they intend to employ and illustrate how they serve to accomplish the work as listed in Section 5 of this RFP and meet the CCSO's project deadline.

6.04 – Experience and Qualifications

Proposals must include the length of time bidder has been in the business of providing similar services to those requested in this RFP; current and recent history of past performance by the Respondent of a similar nature to the performance offered in response to the RFP to include the number of existing clients and the number of retained clients for the past three (3) years; any evidence submitted (letters of reference) or readily attainable regarding the quality of past performance and the reliability of responsiveness of the Respondent; the apparent capabilities of the Respondent to perform well in the execution of its obligations under a contract with the CCSO as evidenced by its leadership and management personnel, size of organization, length of time in business, past performance, and other current contractual obligations defining the Respondents capability to undertake and successfully fulfill the obligations proposed to be undertaken by its submission of a proposal in response to this RFP.

6.05 – Cost Proposal

Proposers are to submit the Cost/Fee Schedule form located in the attached forms section at the end of this document. Proposers are also requested to list any additional cost not specifically addressed in the Cost/Fee Schedule form.

6.06 – Evaluation Criteria

All Proposals will be reviewed to determine if they are responsive. It is determined that in the best interest of The Clay County Sheriff's Office when awarding the bid for service(s) for this RFP, the Vendor must have a proven record in the specified fields of service. This being the case, the lowest cost Proposer will not necessarily be awarded the bid. Consideration will be given to reputation, experience, and ability to comply with time constraints of this RFP, consistent with the evaluation criteria set out in Section 7.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Proposer.

A Proposal shall be evaluated to determine whether the Proposer responds to the provisions, including goals and financial incentives, established in the Request for Proposals, in order to prevent discrimination in the CCSO contracting, without regard to race, creed, color, sex, religion, age, national origin, disability, marital status, citizenship status or any other category protected by federal, state or local statute or code.

6.06.1 - Technical Qualifications:

The CCSO will evaluate the Vendor's ability based on experience, equipment and qualifications of key staff members and the Vendor's record with regard to this type of work, particularly in Clay County and in Florida.

6.06.2 - Written Proposal Evaluation:

The CCSO will evaluate the Vendor's understanding of proposed services to be undertaken as addressed in the RFP; assess how effectively the requirements for services will be addressed and assess the capabilities of the Vendor to match the scope and requirements of the RFP.

6.06.3 - Other Factors:

Other factors to be considered, but not limited to, are:

- (a) The ability, capacity and skill of the Proposer to perform the contract;
- (b) Whether the Proposer can perform the contract within the time specified, without delay or interference;
- (c) The character and integrity, reputation, judgment, experience and efficiency of the Proposer;
- (d) The quality of performance of previous contracts by the Proposer;
- (e) Compliance by the Proposer with requirements of the Request for Proposal;
- (f) Previous and existing compliance by the Proposer with laws and ordinances relating to the contract;
- (g) The solvency of the financial resources of the Proposer to perform the contract or to provide the service;
- (h) The quality, availability and adaptability of the Proposer services to the particular use required;
- (i) The ability of the Proposer to provide future service;
- (j) The number and scope of conditions attached to the bid or proposal by the Proposer.

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SECTION SEVEN EVALUATION CRITERIA AND VENDOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

7.01 – Methodology and Management Plan for the Project (15%)

In evaluating this criterion, the Evaluation Committee will look at Vendor's methodology for implementing the project as well as the management plan needed to ensure methodology is adhered to by those members identified within the staffing plan. Generally, proposals will be evaluated against the questions set out below:

- (a) Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- (b) Does the methodology match and achieve the objectives set out in the RFP?
- (c) How well has the Proposer identified pertinent issues and potential problems related to the project?
- (d) How well does the management plan support all of the project requirements and logically lead to the deliverables/tasks required in the RFP?
- (e) Is the organization of the project team clear?
- (f) How well is accountability, lines of authority, and communication completely and clearly defined?
- (g) Has the Proposer gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- (h) How many service locations are located within the County and the surrounding area which could be used under a potential agreement?
- (i) Is the Proposal practical, feasible and within acceptable rates?

7.02 – Experience and Qualifications (20%)

Proposals will be evaluated against the questions/criteria set out below:

Questions regarding personnel:

- (a) Do the individuals assigned to the project have experience providing the requested services to agencies similar in size to the Clay County Sheriff's Office?
- (b) How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the company:

- (c) How long has the company, provided services similar to those requested in this RFP?
- (d) How successful is the general history of the company regarding timely and successful completion of projects and service contracts?

7.03 – Contract Cost (65%)

The lowest cost Proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other Proposals will be determined through the method set out in Section 2.11.

The Contract Cost score will be based on the Vendor's proposed cost for CCSO employee physicals or laboratory fees.

APPENDIX A: FORMS

1. W-9 Form, First Page
2. Form 2 - RFP Authorized Signature
3. Proposal Submittal Form
4. Qualifications Statement Form
5. Non-Collusive Affidavit
6. Public Entity Crimes Statement Form
7. Drug Free Workplace Form
8. Indemnification/Hold Harmless Form
9. Insurance Requirements
10. Reference List Form
11. Cost/Fee Schedule

Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
Print or type See specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)											
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	Social security number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>										
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Employer identification number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>										

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶ _____
	Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

FORM 2

REQUEST FOR PROPOSAL AUTHORIZED SIGNATURE

The undersigned person, by the undersigned's authorized signature affixed hereon, warrants that:

1. The undersigned is an authorized representative of the Vendor's company and the enclosed Proposal is submitted on behalf of the Vendor's company.
2. The undersigned has carefully reviewed all the materials and data provided on the Vendor's Proposal on behalf of the company, and, after specific inquiry, believes all the material and data to be true and correct.
3. The Proposal offered by the Vendor's company is in full compliance with the Request for Proposal requirements set forth in this Request for Proposal.
4. The Vendor's company authorizes the CCSO, its staff or consultants to contact any of the references provided in the Proposal and specifically authorizes such references to release either orally, or in writing, any appropriate data with respect to the Vendor's company offering this Proposal.
5. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions as set forth in this Request for Proposal.
6. If this Proposal is accepted, contracts will be issued as negotiated in a format acceptable to the CCSO in form and content.
7. Each Proposal submitted by the Proposer shall contain this form with the **original** signature of authorized representative.

Name of Company

Signature of Authorized Representative

Type or Printed Name of Authorized Representative

_____ Title _____ Date

PROPOSAL SUBMITTAL FORM

Company Name

Telephone

Home Office Address

City, State & Zip

Address: Office Servicing Clay County, other than above

Name/Title of CCSO Representative
Telephone

Fax Number

Email Address

The undersigned attests to his/her authority to submit this Proposal and to bind the Vendor herein named to perform as per contract, if the Vendor is awarded a Contract by the CCSO.

The undersigned further certifies that he/she has read the Request for Qualifications, Terms and Conditions, Insurance Requirements and all other documentation relating to this request and this Proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Signature

Date

Proposal Submittal Form - THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

QUALIFICATIONS STATEMENT FORM

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: Clay County Sheriff's Office
Purchasing Manager
901 North Orange Avenue
Green Cove Springs, FL 32043

CHECK ONE:
 Corporation
 Partnership
 Individual
 Joint Venture
 Other

SUBMITTED BY:
NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

If the Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

a. Name and address of Resident Agent: _____

If Proposer is an individual or partnership, answer the following:

a. Date of Organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

If Proposer is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name? _____

Under what other former names has your organization operated?

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, stamp, or type as commissioned)

Personally known to me, or Produced Identification: _____ DID take an oath, or DID NOT take an oath

Qualifications Statement Form - THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, company, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, company, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Witnessed in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of Florida

County of _____

On this the _____ day of _____, 20____, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, stamp, or type as commissioned)

___Personally known to me, or ___Produced Identification: _____ DID take an oath, or DID NOT take an oath.

PUBLIC ENTITY CRIMES STATEMENT FORM

A person or affiliate who has been placed on the State of Florida’s convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Vendor, Supplier, Subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, _____, being an authorized representative of the
company of

_____, located at City: _____

State: _____ Zip: _____, have read and understand the contents of the
Public Entity Crime Information and of this formal RFP package, hereby submit our Proposal
accordingly.

Signature: _____

Date: _____

Phone: _____

Fax: _____

Federal ID#: _____

DRUG FREE WORKPLACE FORM

Preference shall be given to business with drug-free workplace programs. Whenever two or more Proposals, which are equal with qualifications and service, are received by the CCSO for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your company shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under an RFP, a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this company complies fully with the above requirements.

Concur _____ Variance _____

Date Vendor's Signature

INDEMNIFICATION/HOLD HARMLESS FORM

The elected company shall (if required by CCSO) defend, indemnify and hold the CCSO, the CCSO's representatives or agents, and the officers, directors, agents, employees, and assign of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected company, its subcontractors and their officers, directors, agents or employees; any failure of the elected company to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected company's representations as set forth in the Proposal or any other failure of the elected company to comply with the obligations on its part to be performed under this contract.

Concur _____ Variance _____

I, _____, being an authorized representative of the company of

_____ located at City _____

_____, State _____, Zip Code _____

Phone: _____ Fax: _____

Having read and understood the contents above, hereby submit accordingly as of this

Date, _____, 20_____.

Please Print Name

Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature of for the contract period, whichever is longer.

INSURANCE REQUIREMENTS

The successful Proposer, upon being awarded the contract and before commencing any work, shall provide insurance and furnish the CCSO with a Certificate of Insurance as required by federal, state, and local guidelines and meeting the following minimum type and coverages:

Commercial General Liability including Products and Completed Operations, Personal and Advertising Injury, Fire Damage, and Medical Expense:

1. Each Occurrence \$1,000,000
2. General Aggregate \$1,000,000

Commercial Automobile Liability:

1. \$1,000,000 combined bodily injury/property damage
2. Minimum limits for all additional coverages as required by Florida Law

Workers Compensation as required by Florida Statutes.

Employers Liability

1. Each Accident \$100,000
2. Disease-Policy \$500,000
3. Disease-Each Employee \$100,000

Professional Liability:

1. Each Occurrence \$1,000,000

REFERENCE LIST FORM

Proposer shall submit as a part of the proposal package, business references with name of the business, address, contact person, and telephone number that have utilized the services being proposed to the CCSO. The CCSO reserves the right to contact any of the personnel of the references provided.

Name: _____ Name: _____

Address: _____ Address: _____

Contact: _____ Contact: _____

Telephone No.: (____) _____ Telephone No.: (____) _____

Name: _____ Name: _____

Address: _____ Address: _____

Contact: _____ Contact: _____

Telephone No.: (____) _____ Telephone No.: (____) _____

Name: _____

Address: _____

Contact: _____

Telephone No.: (____) _____

COST/FEE SCHEDULE

For Evaluation Purposes, all Proposers shall complete the attached Evaluation Based – Cost/Fee Schedule. This data is provided for evaluation purposes only and in no way is intended to limit, project, or predict the intended workhours or holiday schedule throughout the life of the agreement.

For Contracting Purposes, all Proposers shall complete the following pricing information.

Cost Proposal to the Clay County Sheriff’s Office

In accordance with RFP B21-003 and subject to all conditions thereof, I, the undersigned, hereby propose to provide the requested services as affirmed below at the following rates. Further, I affirm that these rates shall include any and all costs, fees, charges or expenses associated with providing any and all labor, materials, equipment, transportation or supervision necessary to perform the requested services:

Employee Lab Orders	Price
CMP CBC	
HEP B	
XRAY	
New Hire Physical	
New Hire Non LEO Physical	
New Hire Drug Screen	
Random Drug Screen	

APPENDIX B

FOOD SERVICE SPECIFICATIONS

AND

COST PROPOSAL

I. OPERATIONAL CONCEPT

Each Bidder shall submit their concept of the operation of the food service. This should include their plan for the services they intend to provide.

At least two (2) weeks prior to commencing operations, the successful Bidder must submit a list of all employees who will be working at the CCJ site. The list must include each employee's name, address, race, sex, date of birth, and social security number. This information is required so that the Sheriff's Office can conduct a background investigation on each employee prior to the commencement of the Food Service Contract.

All candidates for employment at the CCJ work site must be approved by the Sheriff's Office prior to being hired by the successful Bidder.

The successful Bidder must submit revised lists of employees whenever changes in personnel occur at the CCJ work site.

An employee contact card and other employee records must be maintained at the CCJ work site. Employee contact information must be supplied to the Detention Department's Administrative Division Chief for each contract employee.

II. BILLING

On or before the fifteenth (15th) day of each month, the Vendor will be required to prepare and submit separate invoices for services rendered for the previous month:

The invoices will include the total number of meals served in the following categories:

1. Staff;
2. Inmates;
3. Special Diet Inmates.

Additionally, the invoices will include a listing of meal credits given for contract violations as well as credits to the CCJ for usage of USDA commodities. Billing will be for the period starting with the first day of the month and ending with the last day of the month, inclusive. The Vendor will mail all billing requests for payment to Accounts Payable, Clay County Sheriff's Office, 901 North Orange Avenue, P.O. Box 548, Green Cove Springs, Florida 32043.

Upon review and approval of said invoices, the CCJ agrees to pay all invoices in full within thirty (30) days of initial receipt of acceptable invoice. Late payments will accrue interest on all late amounts pursuant to the Local Government Prompt Payment Act, F.S. 218.70 – 218.80. Payment shall be made via Automated Clearing House (ACH) process.

III. QUALITY OF FOOD AND MENU REQUIREMENTS

- A. The CCJ makes clear its position that the quality of food served is a matter of highest concern to the CCJ and shall be a major essence of this award. The Vendor represents and hereby warrants that all food items served shall be of a high quality.
- B. The Proposer should be prepared to present a staff meal for testing and evaluation by the review committee that would be part of a typical staff menu.
- C. To satisfy the recommended daily allowance, the Vendor must provide recipes and menus that are subject to approval by CCJ Administration. Required submissions include:
 - 1. A FIVE (5) WEEK CYCLE REGULAR MENU;
 - 2. A FIVE (5) WEEK CYCLE VEGETARIAN MENU;
 - 3. A FIVE (5) WEEK CYCLE DIET MENU (including the different diet requirements);
 - 4. The RECIPES for the FIVE (5) WEEK CYCLE MENUS, all of which have been approved by the Nutritional Consultant, Clay County Health Department and required portion sizes; and
 - 5. The FOOD PRODUCT SPECIFICATIONS including the minimum standards for grades of meat, produce, and other items that must meet the specifications listed on the schedule.
- D. The CCJ serves a cold (bagged) meal for dinner and hot meals for breakfast and lunch.

IV. BID CATEGORIES FOR MEALS

- A. Bids will be submitted for the following meal categories:
 - 1. Staff: Full well-balanced meals consisting of breakfast, lunch, and dinner including “grab and go” items such as: fruit bowls, oatmeal products, salads, sandwiches, soup and yogurt. Breakfast is to include fresh fruit and assorted fruit juices. Condiments and dressings must be provided with “grab and go” items. Vendors must provide meats, perishable-cured, fresh and frozen products of USDA Grade A quality. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration. Meat and meat alternatives with the exception of hot dogs and stromboli beef and cheese must not contain artificial flavoring or colors. Staff meals are not to be on a portion control basis.

- a. RECIPES for the STAFF MENU are not provided. (RECIPES for the STAFF MENU provided by the Vendor will be reviewed and approved by the CCJ.)
 - b. The FIVE (5) WEEK CYCLE MENU must be provided showing those menus that have been established for Monday through Friday. Bidders are required to provide proposed staff menus, including Saturday and Sunday, of the Five (5) Week Cycle Staff Menu, as a part of their bid package.
 - c. Food used in the preparation of the staff menu will be of a higher grade and quality than that used to prepare the inmate menus. The CCJ must approve any changes to the STAFF MENU proposed by the Vendor. The staff meals will be served in the Staff Dining Room;
 2. Un-Sentenced Inmates and Non-Working Sentenced Inmates:
Meals must contain a minimum of 2,500 calories per day based on a FIVE (5) WEEK AVERAGE;
 3. Working Sentenced Inmates: Meals must contain a minimum of 3,000 calories per day based on a FIVE (5) WEEK AVERAGE;
 4. Medical Diet Inmates: Medical diets with snacks; and
 5. Special Diets: These diets may be required periodically (e.g. kosher meals, vegan, ovo lacto and vegetarian.)
 6. Holiday Meals: The Vendor will provide, at no additional cost, special holiday meals to staff and inmates on the following days:
 - a. New Year's Day;
 - b. Easter Sunday;
 - c. Thanksgiving Day; and
 - d. Christmas Day.
 - e. Corrections Officer Appreciation Week
 - f. The Detention Department Director or Assistant must approve these holiday meals at least two (2) weeks in advance of the holiday. The holiday meals for all inmates are served at lunchtime. All staff holiday meals are served during the lunch and dinner meal hours.
- B. The Contractor will be required to supply a two-pot coffee maker to the CCJ Staff Dining Area. Regular ground and decaffeinated ground coffee, 8oz and 16oz cups, along with sugar packets, sweeteners, creamer packets, stirrers and lids must be provided at no additional cost, for around-the-clock use, in the CCJ Staff Dining Area. The Vendor will also provide the staff with juice, tea and lemonade in the CCJ Staff Dining Area at no additional cost.
- C. All meals must comply with the provisions of the Florida Model Jail Standards; and with Florida Administrative Code Chapter 64E-11; and any future court order or decree of any court having jurisdiction over the same; and with all. Federal, State and Local Statutes, Ordinances, Laws, Regulations and Policies as the CCJ may deem necessary or advisable to promote the safety, care, quality and sanitation of the food service areas occupied by the Vendor and for the preservation of good order therein. (Florida Model Jail Standards and FAC Chapter 64E-11 are attached.)

- D. The Vendor understands that meals that are not prepared properly according to approved menus and recipes, and/or meals that are not of the proper proportion, and/or if any portion of a meal is missing or replaced without prior authorization by the CCJ, the entire meal cost will be deducted for the number of improper meals served.
- E. The Vendor will follow the five (5) week cycle menus approved by a licensed dietitian. All changes to approved menus will be of equal nutritional value, approved by the CCJ in advance and made a part of the permanent record with the menu concerned. Any change(s) to be made to an approved menu, must be requested in writing, at least forty-eight (48) hours prior to the requested date of the change, and must be approved by the Detention Department Director, or by a designated member of the Food Service Committee, as directed. In case of an emergency, the forty-eight (48) hour advance notice does not apply. Loss of power, water, steam, etc., constitutes an emergency.
- F. The Vendor will follow the CCJ approved recipes provided in the five (5) week cycle menu. These recipes have been approved by a licensed dietitian for nutritional adequacy for use in the facilities. Any future changes in said recipes must also receive prior approval from said Jail Administration.
- G. The Vendor understands that the CCJ approved five (5) week cycle Medical Diet Menu will be followed. The most current addition of the Florida Dietetic Association Diet Manual will be used as the reference for special medical diets.
- H. The Food Service Manager will be notified if there is a special diet ordered for an Inmate that is not listed on the Medical Diet Menus.

V. AVERAGE NUMBER OF MEALS (QUANTITIES)

- A. The total number of meals for an average twelve (12) month period is estimated to be approximately 571,590. Categorically, this figure represents 32,850 staff meals, 538,740 inmate meals.
- B. The Vendor understands and agrees that the CCJ may at any time during the contract period add or delete the inmate and staff food service for any correctional facility opened or closed by the CCJ at the same rates established by this award.

VI. QUALIFIED BIDS

Bids must be submitted with firm prices for the following meal categories: Staff, Working Inmate, Non-Working Inmate, Medical Diet Inmate, and Special Diet Inmate. No bid will be considered unless bid price is firm without qualification. Conditional bids will not be accepted. Bidders must bid on all categories.

VII. USE OF LOCAL VENDORS.

The CCJ desires that all local producers of product and local sources of product supply have equal opportunity to compete for the use of their products or services when these products or services are available on competitive terms and with equal quality. Although selection of individual suppliers and product brands will be left to the Vendor, the Vendor agrees to consider as many local, products and supply sources as possible and use as many as may be feasible.

VIII. CCJ OBLIGATIONS

- A. The CCJ will provide all food service areas and fixed equipment, e.g., dishwashers, fryers, kettles, cook stoves, ovens, refrigerators, freezers, etc., as well as small wares in the food service areas as it deems necessary. In addition, the CCJ agrees to provide maintenance for air conditioning and heating equipment as it deems necessary. The CCJ shall be responsible for the repairs, maintenance and replacement of all food service areas and equipment including small wares except those repairs and/or replacements required as a result of Vendor's misuse and/or negligence as determined by the CCJ.
- B. The CCJ will provide one (1) Relationship Manager (RM) as the contact between the CCJ and the Vendor pertaining to the food service areas, equipment, and inmate labor within the CCJ. The Relationship Manager will be assigned by the Chief of Detention Administration. Specifically, the Relationship Manager will ensure that the Vendor is in compliance with the specifications and that adequate security is maintained in the food service area. Furthermore, the Relationship Manager will ensure the Vendor's compliance with all Federal, State, and Local statutes, ordinances, laws, regulations, codes, directives and/or orders pertaining to food service. The Relationship Manager will maintain an inventory, of CCJ equipment and tools; and ensure that equipment maintenance contracts are proper and current; and that all maintenance, repair and replacement of CCJ equipment used in the food service area is completed in an effective and timely manner. The Relationship Manager will ensure accuracy of monthly invoices, and maintain a record of the number of meals of each category served on a daily basis. The Relationship Manager will serve as a knowledgeable contact for any Federal, State, or Local regulatory agency or inspector with an interest in the CCJ food service operations. The Relationship Manager will ensure that the quality and quantity of food served is acceptable and that the condition of the food service operation and related areas are adequate. This officer may also serve in other capacities as deemed necessary by the CCJ. The Vendor's Food Service Manager will report to the Relationship Manager.
- C. The CCJ maintains ultimate supervisory status of the quality and quantity of food served and of the condition of the food service operation and areas.

- D. The CCJ will furnish the Vendor with water, sewer, electricity, and gas necessary for operating the food service areas. The furnishing of utilities will be for the exclusive operation of the food service for the CCJ only. Maintenance for these utilities will be provided by the CCJ as it deems necessary.
- E. The CCJ does not guarantee an uninterrupted supply of water, sewer, electricity, gas, air conditioning, or heat. Nor does the CCJ guarantee uninterrupted service in providing said utilities, except that it shall be diligent in restoring service following any interruptions. The CCJ shall not be liable to the Vendor or to others for any loss, damage, cost, or expense that may result from the interruption or failure of any such service.
- F. The CCJ will provide a sufficient number of inmates to provide for the sanitation and cleaning needs of the Food Service areas. Said inmate labor may be used for off-loading and movement of any food products or equipment at the CCJ. Said inmate labor may also be used for the service and distribution of meals. **Use of inmate labor for the preparation of staff meals is strictly forbidden.** All staffing level changes must have prior approval by the CCJ in writing. All inmates provided for labor will work under direct supervision of successful bidder's staff.
- G. The CCJ will provide dumpsters or similar equipment for the removal of trash or garbage. The Vendor will maintain the highest standards of sanitation and cleanliness of all areas where the CCJ, for use by the Vendor, has placed trash or garbage disposal equipment.
- H. The CCJ will supply non-disposable service trays. Vendor will supply non-disposable cups and utensils in sufficient quantities to serve the inmates and staff of the CCSO. These items will be approved by CCSO staff prior to implementation.
- I. The CCJ will provide the initial inventory of Food Service Equipment in sufficient quantity to serve all inmates and staff of the CCSO.
- J. The CCJ agrees to provide the cleaning, repair, and replacement of fluorescent tubes and/or bulbs in light fixtures in the food service areas and further will include electrical wiring as it deems necessary.
- K. The CCJ agrees to provide paper towels and toilet paper for use in the Food Service Areas.

IX. VENDOR'S OBLIGATION

- A. The Vendor agrees that all of its activities within the CCJ will at all times comply with the provisions of Florida Model Jails Standards; and with Florida Administrative Code Chapter 64E-11; and any future court order or decree of

any court having jurisdiction over the same; and with all Federal, State, and Local statutes, ordinances, laws, regulations, codes, directives, and/or orders, and such further rules, regulations, and policies as the CCJ may deem necessary or advisable to promote the safety, care, quality, and sanitation of the Food Service areas occupied by the Vendor and for the preservation of good order therein. (Florida Model Jail Standards and FAC Chapter 64E-11 are attached.)

B. The Vendor will:

1. Hold harmless, defend, and indemnify the CCJ against all claims, suits, judgments, settlements, damages, or costs arising from or in conjunction with its actions or inactions related to the award;
2. Hold the CCJ harmless from any and all liability in damages arising out of the covenants and agreements hereunder, it hereby being understood that it is an independent Vendor to furnish said services upon its own credit rather than as an employee of the CCJ;
3. Permit the CCJ to examine, inspect, and have access to the books, records, papers, meters, equipment, and facilities at all reasonable and proper times with respect to the operation of the food services in order to assure that each of the provisions of the Contract are being performed in a manner satisfactory to the CCJ. This covenant applies locally and at the Vendor's Corporate Home Office;
4. Provide the Director of the CCJ a complete and acceptable written Standard Operating Procedure Manual for the food service areas of the CCJ;
5. Allow the CCJ access to and use of food service areas when not in operation providing notice is given in advance;
6. Test all new products prior to their use within the CCJ. These products will be tested and approved or disapproved by the Food Service Committee;
7. Bear any loss resulting from dishonest acts on the part of its employees;
8. Maintain an adequate staff of employees, on duty, for efficient operation at all times at the facility. However, in the event that contract requirements are not being adhered to (i.e. proper food production, sanitation, guidelines, proper supervision of inmates, etc.), the CCJ reserves the right to require the Vendor to increase his staffing level and such staffing level increase shall be at no additional cost to the CCJ. The minimum staffing levels required are:
One (1) CERTIFIED Manager with at least two (2) food service employees on each shift. As per 64 e, a Certified Food Manager must be on duty at all times when food preparation, service or storage is being conducted. The vendor must have one (1) staff member designated solely for the CCJ Staff Dining Area and

one (1) staff member designated to prepare inmate meals. The morning shift employees will remain in the kitchen until properly relieved by the evening shift employees. The evening shift employees will remain in the kitchen supervising the kitchen inmates to ensure proper cleanup procedures are followed until the Officer-in-Charge or his/her designee has inspected the kitchen.

9. Ensure the certified personnel listed above possess a CERTIFIED FOOD PROFESSIONAL MANAGER CARD, as required by the Florida Department of Professional Regulation. All employees of the Vendor must comply with the standards and procedures as set forth in Florida Model Jail Standards; and with Florida Administrative Code Chapter 64E-11; and any future court order or decree of any court having jurisdiction over the same; and with all Federal, State, and local statutes, ordinances, laws, regulations, codes, directives, and/or orders, and such further rules, regulations, and policies as the CCJ may deem necessary or advisable to promote the safety, care, quality, and sanitation of the Food Service areas occupied by the Vendor and for the preservation of good order therein. (Florida Model Jail Standards and FAC Chapter 64E-11 are attached.)
10. Prepare and post in the food service area, a copy of the menu of each meal served. The posted copy or another copy will be maintained and made available to the Director of the CCJ, staff and/or other authorized officials upon request. The Vendor will maintain a permanent record of all menus served within the CCJ including special and medical diets;
11. Agree to incur the cost for all food service purchased from other vendors as a result of the Vendor's failure to provide adequate food service for a temporary period as determined by the CCJ during the term of this award;
12. Provide for the removal of swill. This includes provision of any necessary containers for transport of swill from the CCJ facility. The Vendor shall comply with applicable state and local regulations regarding the handling of swill and pay for any required licenses and permits governing swill removal;
13. Meet with the CCJ periodically at any place and time designated by the CCJ in order to improve the food service through the solution of problems that may arise and discussion of possible changes in the operational procedures;
14. Be required to supply its own vehicles for the transport of prepared food and the movement of food supplies and cleaning supplies;
15. Agree to maintain a DRUG FREE WORK PLACE and enforce a work place policy in regards to its employees working in the CCJ facilities. The Vendor agrees that it will conduct pre-employment drug screening of all employees prior to their

- admittance to the facilities, and further that it will randomly test its employees for drug use during each contract term, and further the Vendor agrees to drug test any specific employee requested by the CCJ at no additional cost to the CCJ; and
16. Adhere to the meal hours in the CCJ facility pertaining to call back trays. All requests for call back trays during regular meal periods will be regular tray menu meals. Bag meals will be substituted only after the regular meal hours.
- C. Only employees acceptable to the CCJ will be assigned to duty in the Food Service areas. The employees will:
1. **Prior to employment at CCJ, all contracted employees will have medical clearance as per the Florida Corrections Accreditation Commission (FCAC) which states –**
“21.02M - A written directive prohibits inmates and employees from working in any food service area if known to have a communicable disease, open wound, sore, or respiratory infection. Medical clearance is required before working with any food”.
Employees must also submit to periodic health examinations if required by statute. Evidence of such compliance will be submitted to the CCJ upon request;
 2. Possess a current State of Florida Food Handler's Card issued by the Clay County Health Department.
 3. Be in uniform and present a neat appearance in compliance with F.A.C. 64E-11.
 4. Shave daily (male employees).
 5. All employees; fingernails must be trimmed and free of nail polish;
 6. All employees must be able to perform essential job tasks.
 7. Wear a hat or hairnet at all times while in food preparation or serving areas in order to comply with the CCJ's uniform standards. Clothing or uniforms will be clean and appropriate food service attire.
- D. Vendor's Food Service Director must have at least three (3) years' experience in Commercial Food Service feeding and Managers must have at least two (2) years' experience in Commercial Food Service feeding. Vendor's Food Service Director and Managers are required to successfully complete the Food Certification Manager's Course. A certified manager must be present at all times when food preparation service or storage is in progress. Managers have ninety (90) days after the effective date of employment to successfully complete the Food Certification Manager's Course and any other tests required by statute. Evidence of such compliance will be submitted to the CCJ.

- E. In the event the CCJ should become dissatisfied with any food service personnel provided by the Vendor, the Vendor will, upon receipt of written notice from the CCJ, exercise its best efforts to resolve the expressed concern. If such concerns cannot be resolved to the CCJ's satisfaction, the Vendor agrees to revoke the employee's right to work at the CCJ facility. The CCJ shall have the right of disapproval of any food service personnel hired by the Vendor and the Vendor agrees that any such person hired shall be subject to a Sheriff's Office background investigation, at the expense of the CCJ, which will be performed without delay so as not to hinder the ability of the Vendor to perform under this contract. The parties agree in the event any person terminated by virtue of the CCJ exercising the provisions of this subsection asserts a claim against the CCJ, the Vendor, or both of them, the parties will be severally liable from any cause of action, judgment, or settlement stemming from any such termination.
- F. The Vendor and its employees will be responsible for reporting, in writing, any unusual events that may occur. This information will be forwarded to the CCJ via the respective Administration Lieutenant.
- G. The Vendor and its assigned employees will be responsible for all food and/or meal preparation within the CCJ. (See paragraph 4.00, "CCJ OBLIGATIONS", section F.) The CCJ must approve, in writing, any exception to the use of inmate labor for food and/or meal preparation.
- H. The Vendor and its assigned employees, will be responsible for all supervision of Food Service area inmate labor as described herein.
- I. The Vendor will furnish the services as deemed necessary by the CCJ on such days of each week and during such hours of each day as determined by the CCJ. Any deviation from the agreed upon schedule must be approved in writing by the CCJ prior to any change. Specifically, the Vendor agrees that meals will be served on the following schedule:
1. (Monday - Sunday)

<u>Breakfast</u>	
Staff	0630 hrs. – 0900 hrs.
Inmates	0500 hrs.
 <u>Lunch</u>	
Staff	1130 hrs. – 1400 hrs.
Inmates	1130 hrs.
 <u>Dinner</u>	
Staff	After 1800 hrs.
Inmates	1630 hrs.

Inmate meal trays will be available for delivery no later than the designated times above. Staff meals will be served between the hours listed above. During these times the Vendor will keep a sufficient supply of staff food on the line.

- J. The Vendor will be responsible for the sanitation, cleanliness and general housekeeping of all food service areas. This will include cleaning of food service areas, rest rooms, dining rooms, kitchens, office and storage areas. Each Administration Sergeant and/or other authorized designee will make periodic inspections as often as deemed necessary to ensure the Vendor's compliance. When securing the kitchen areas, the Vendor will ensure:
1. That an inventory of the knife locker and/or an inventory of all other kitchen utensils, if required, has been conducted and an accurate accounting has been made for all inventoried items;
 2. That the Officer-in-Charge or his/her designee has completed an inspection of the kitchen areas; and
 3. That the keys to the kitchen have been returned to the booking room Key per key box.
- K. The Vendor will provide for all telephone and office equipment to include a copy machine required for the food service operations of the CCJ. Said equipment must be acceptable to the CCJ.
- L. The Vendor will provide to the Director of the CCJ, for approval, a written plan for key control and tool control before commencing with said award.
- M. The Vendor understands and agrees that:
1. Salt will not be added to any food prepared for the inmate population;
 2. One (1) package of 1/10-ounce pre-packaged sugar provided by the Vendor will be served with breakfast meal when cold and/or hot cereal is served;
 3. One (1) packet each of salt and pepper will be served with each meal;
 4. No flavored drinks containing red dye will be used.
- N. The Vendor agrees to respond to emergency recall of food service personnel during times of emergency as determined by the CCJ. Such call backs will be without additional cost to the CCJ.
- O. To ensure proper emergency preparedness, the Vendor will always have at least seven (7) days supply of food items available, sufficient to provide three (3) nutritious meals per day for inmates and staff.
- P. The Vendor agrees to provide all food, condiments, cleaning and sanitation supplies, textile products, paper products such as disposable cups, plates, napkins, boxes, prepackaged items, etc.

- Q. The Vendor will be required to supply his own Cleaning Towels and the CCJ's laundry facility will clean them if they are properly identified as the Vendor's towels.
- R. The Vendor will ensure the toilets, wash basins and other equipment provided will not be used for any other purpose than those for which they were constructed, and that no sweepings, rubbish, or other substances will be thrown therein.
- S. The Vendor understands that no alterations will be made on the premises nor will additional partitions or fixtures be installed in said premises without the written consent of the CCJ.
- T. The Vendor will not remove or permit the removal from the premises of any of the fixtures and equipment owned by the CCJ, nor will it remove any equipment furnished by the Vendor to replace CCJ's equipment that is lost, damaged, or destroyed.
- U. The Vendor understands that no signs, pictures, bulletins, advertisements or notices of any kind will be painted, inscribed or affixed to any part of the premises or any part of the building until said signs, advertisements or notices are submitted to the CCJ and approved in writing by the Director of the CCJ or his/her designee.
- V. The Vendor agrees that all design, advertising, and/or lettering of textile goods or other paper goods such as paper cups, paper plates, napkins, boxes, prepackaged sugar, condiments, etc., master menus and similar items must be approved by the Director of the CCJ or his/her designee, prior to distribution.
- W. The Vendor will not permit the following on the CCJ's premises:
1. Gambling or unlawful practices of any kind; and
 2. Alcoholic, spirituous, vinous, or fermented beverages to be stored on or sold on the premises. This will include liquors, malts, brewed beverages and wine.
- X. The Vendor and representatives of the CCJ will conduct a joint inventory of all CCJ-owned equipment to be used by the Vendor. A list of all such equipment shall be compiled and a statement of condition of each item shall be made. The Director of the CCJ or his/her designee shall maintain the list on file. The Vendor agrees to return all such equipment to the CCJ at the conclusion of the contract in approximately the same condition as stated on the inventory with fair wear and tear being expected.
- Y. The Vendor will use all USDA Commodities that are available and that fit the approved menu cycle. Any and all commodities used will be credited to the CCJ at the fair market value established by the Federal Government for that

product. This credit will be indicated on the regular monthly billing invoice. Said USDA commodities will be stored and used at the facility where served, storage space permitting. Records and inventory for same will be maintained at the facility by Vendor's Food Service Manager with records and inventory subject to review by the Relationship Manager.

- Z. The Vendor understands that if breaded convenience food items are used, they must conform to the following definition and specifications:
1. Pre-formed and pre-cooked, portion control size requiring no further preparation, other than being reheated to the correct serving temperature.
 2. Entree breaded convenience food items are to provide three (3) ounces equivalent meat/meat alternative. Breading used to coat convenience food items will be no more than one (1) ounces. All containers must be labeled with USDC and US Grade A Shield on each container:
Testing required
 - a. Breaded fish fillet, custom cut, four (4) ounce portion, raw, breaded. Testing required
 - b. Breaded chicken patties, frozen, four (4) ounce, fully cooked, breaded, white meat. Patties are to be made of boned white chicken meat. No mechanically deboned meat permitted.
Testing required
 - c. Turkey products will contain all meat turkey breasts with no unnatural ingredients or binders. Testing required
 - d. Convenience food items will contain a maximum of five (5) percent -TVP/VVP product.
 - e. Convenience food items shall contain no skin, entrails or by products.
- AA. The Vendor understands and agrees that bag meals will be prepared and refrigerated no more than three (3) hours prior to the time each person is scheduled to leave the facility and that all prepared bag meals will be kept under refrigeration at all times until issued. All bagged meals will be required to have the "Date Prepared" clearly marked or labeled on the bag. The CCJ will provide the Vendor with the number of required bag meals, either in writing or by phone call. Changes in normal work schedules cannot be predicted. The Vendor, upon closing up after the dinner meal each night, will leave a set number of prepared bag meals as designated by each facility for use by the night shift. The designated area of storage of the prepared bag meals will also contain a signature sheet. The Vendor will bill the CCJ for only the actual number of bag meals ordered.
- BB. The Vendor will prepare inmate bag meals for outside work crews, diabetics, renal and general population dinners, meeting minimum nutritional requirements as determined by a certified dietician. Listed below are examples of bag meals currently served at CCJ.

1. BAG MEAL

- a. Outside work crews- Three (3) sandwiches, each of the sandwiches shall contain one (1) ounce of luncheon meat and one (1) ounce slice of cheese. Peanut butter and jelly may be substituted for no more than two (2) of the luncheon meat sandwiches. The peanut butter and jelly shall be blended together to make a sandwich spread.

General population- Two (2) sandwiches, each of the sandwiches shall contain one (1) ounce of luncheon meat and one (1) ounce slice of cheese. Peanut butter and jelly may be substituted for no more than two (2) of the luncheon meat sandwiches. The peanut butter and jelly shall be blended together to make a sandwich spread.

- b. Condiments - Salt and pepper packets - one (1) each; PC mustard - two (2) each; and PC mayo or salad dressing - two (2) each.
- c. One (1) piece of fresh fruit - apple or orange.
- d. Dessert - one (1) cookie cake or equivalent.
- e. Beverages will be as follows:
- (1) CCJ work crews leaving the facility will receive one (1) Bulk sports drink packet, per work crew.
 - (2) CCJ work release participants leaving the facility will receive one (1) 6-ounce can of fruit juice or equivalent.
 - (3) General population inmates will receive one (1) ½ pint of fresh, low-fat milk.

2. DIABETIC BAG MEAL

- a. Two (2) sandwiches, The sandwiches shall contain one (1) ounce of luncheon meat and one (1) ounce slice of cheese, or one (1) ounce portion of peanut butter and a one (1) ounce portion of jelly. The peanut butter and jelly are blended together to make a sandwich spread.
- b. Condiments - Salt and pepper packet - one (1) each; PC mustard - one (1) each; and PC mayo or salad dressing - one (1) each.
- c. One (1) piece of fresh fruit - apple or orange.
- d. Beverage - one (1) 1/2 pint of fresh, skim milk.

3. RENAL BAG MEALS

Renal bag meals will be prepared according to the meal pattern that is established according to the protein level as ordered by the Medical Provider.

- CC. The Vendor understands and acknowledges that the CCJ is accredited by the Florida Corrections Accreditation Commission and wishes to maintain accredited status.

- DD. The Vendor covenants and agrees to comply with the following: The provisions of Florida Model Jail Standards; and with Florida Administrative Code Chapter 64E-11; and any future court order or decree of any court having jurisdiction over the same; and with Federal, State and Local statutes, ordinances, laws, regulations, codes, directives and/or orders, and such further rules, regulations and policies as the CCJ may deem necessary or advisable to promote the safety, care, quality and sanitation of the food service areas occupied by the Vendor and for the preservation of good order therein. The Vendor will pay any fines for violations of any of the aforementioned rules and regulations. (Florida Model Jail Standards and FAC Chapter 64E-11 are attached.)
- EE. Under the terms of this award, it is understood that the Vendor operates the food service for its own account, retaining all profits and absorbing all losses. It is further understood that the number of meals referenced in no way constitutes a guarantee by the CCJ of the number of meals to be served under this award. The CCJ does not guarantee in any way a profit to the Vendor.

APPENDIX "C"

FOOD PRODUCT SPECIFICATIONS

FOOD PRODUCT SPECIFICATIONS REQUIRED FOR
PROVIDING TOTAL FOOD SERVICES
FOR THE
CLAY COUNTY SHERIFF'S OFFICE
JAIL FACILITY

The Vendor must serve the staff with USDA Grade A meat only. At no time shall the Vendor serve the staff pressed or minced meats.

1.0 POULTRY

A. Chicken

1. Chicken Breast Filet

- a. Chunked and formed white chicken meat only;
 - 1. Portion size three (3) ounces of chicken meat,
 - 2. No skin, entrails, or by-products, and
 - 3. Individually quick frozen portions.
- b. One (1) ounce breading;
- c. Packed in poly bags of a minimum thickness of one (1) mil.;
- d. Product must be frozen and delivered at zero (0) degrees Fahrenheit;
- e. Box weight not to exceed ten (10) pounds;
- f. TESTING REQUIRED

2. Chicken Breast Quarters

- a. Halved broiler or fryer meat;
- b. Portion size approximately nine and one half (9.5) ounces;
- c. United States Department of Agriculture (hereafter referred to as USDA) GRADE A;
- d. Ready to cook;
- e. Frozen specifications;
 - 1. Packed in poly bags of minimum thickness of one (1) mil.,
 - 2. Product must be frozen and delivered at zero (0) degrees Fahrenheit,
 - 3. Packed in four (4) ten (10) pound bags per carton.
- f. Ice-packed specifications; and
 - 1. Must be prepared within twenty-four (24) hours of delivery,
 - 2. Iced-packed in waxed cartons,
 - 3. Delivered at thirty-three (:33) to thirty-five (35) degrees Fahrenheit,
 - 4. Box weight not to exceed seventy-five (75) pounds.
- g. TESTING REQUIRED

3. Chicken Diced
 - a. Fifty (50) percent white chicken meat and fifty (50) percent dark chicken meat:
 1. No skin, entrails or by-products;
 2. One (1) to one and a half (1 ½) inches long;
 3. Packed in poly bags of a minimum thickness of one (1) mil.
 - b. Product must be frozen and delivered at zero (0) degrees Fahrenheit;
 - c. TESTING REQUIRED
4. Chicken Leg Quarters
 - a. Portion size seven and three quarter (7 ¾) to eight and three quarter (8 ¾) ounces;
 - b. USDA Grade A;
 - c. Frozen specifications;
 1. Packed in poly bags of a minimum thickness of one (1) mil.,
 2. Product must be frozen and delivered at zero (0) degrees Fahrenheit,
 3. Packed four (4) ten (10) pound bags per carton.
 - d. Ice-packed specifications; and
 1. Must be prepared within twenty-four (24) hours of delivery,
 2. Ice-packed in waxed cartons,
 3. Delivered at thirty-three (33) to thirty-five (35) degrees Fahrenheit,
 4. Box weight not to exceed seventy-five (75) pounds.
 - e. TESTING REQUIRED
5. Chicken Fryers
 - a. Whole broiler or fryer:
 1. Three (3) to three and one half (3 ½) pounds;
 2. No neck or giblets;
 3. Ready to cook;
 4. USDA Grade A; and
 5. Individually packaged in poly bags with a minimum thickness of one (1) mil.
 - b. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 - c. TESTING REQUIRED
6. Chicken Filet Nugget
 - a. One half (1/2) ounce each:
 1. Chunked and formed;
 2. Breaded;
 3. Pre-cooked;
 4. Individually quick frozen;
 5. No skin, by-products, or entrails; and
 6. Packed in poly bags of a minimum thickness of one (1) mil.

- b. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 - c. Box not to exceed ten (10) pounds;
 - d. TESTING REQUIRED
7. Chicken Wing Portion
- a. Disjointed flats and rounds;
 - 1. Approximately one and forty-five hundredths (1 and 45/100) ounce each,
 - 2. Ready to cook,
 - 3. USDA Grade A or B, and
 - 4. Packed in poly bags of a minimum thickness of one (1) mil.
 - b. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 - c. TESTING REQUIRED

NOTE:

Poultry to be USDA Grade A, or Florida premium in compliance with Florida Statutes Section 583.01 - 584.20, latest edition. All products must be either USDA or Florida Department of Agriculture (hereafter referred to as FDA) inspected and bear the appropriate label or stamp. All containers must be labeled with "A" grade, net weight, weight range of product, condition class, name and address of processor, and the packer or distributor. Labeling must appear on the end of each case. Shipments not conforming will be rejected as non-compliant.

- B. Turkey
- 1. Turkey Breast - Raw
 - a. Thigh and breast- boneless and skinless;
 - 1. Tied without neck and giblets,
 - 2. Seven (7) to nine (9) pound.
 - 3. Must be uniform in length and width such that when sliced individual portions will be equal in size and weight,
 - 4. Vacuum packed and in poly bags of a minimum thickness of one (1) mil.
 - b. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 - c. TESTING REQUIRED
 - 2. Turkey Breast - Cooked
 - a. Breast slab;
 - 1. Boneless and skinless turkey breast,
 - 2. Turkey Breast - seventy-six point five (76.5) percent,
 - 3. Minimum breast trim - four (4) percent,
 - 4. Water/ice - ten (10) percent,
 - 5. Salt - one (1) percent,
 - 6. Sodium phosphates -five (5) percent,

7. Must be uniform in length and width such that when sliced individual portions will be equal in size and weight,
 8. Product in poly bags of a minimum thickness of one (1) mil.
 - b. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 - c. TESTING REQUIRED
3. Turkey Ham
 - a. Cured turkey thigh meat;
 1. Boneless and fully cooked. No skin, by-products or entrails,
 2. Water not to exceed twenty (20) percent,
 3. Must weigh six (6) to seven (7) pounds each,
 4. Must be uniform in length and width such that when sliced individual portions will be equal in size and weight,
 5. Vacuum packed and in poly bags of a minimum thickness of one (1) mil.
 - b. Box weight not to exceed fifteen (15) pounds, two rolls per box;
 - c. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 - d. TESTING REQUIRED
4. Turkey Ham, Diced
 - a. Cured turkey thigh meat;
 1. Boneless and fully cooked. No skin, by-products, or entrails,
 2. Water not to exceed twenty (20) percent,
 3. Must be uniform in length and width such that equal portions in size and weight will be served,
 4. Vacuum packed and in poly bags of a minimum thickness of one (1) mil.
 - b. Box weight not to exceed thirty (30) pounds, one (1) bag per box;
 - c. Product must be delivered frozen at zero (0) degree Fahrenheit;
 - d. TESTING REQUIRED
5. Turkey/Chicken Franks
 - a. Turkey or chicken meat;
 1. Ten (10) links per pound -individual links, not tied end to end,
 2. No skin, by-products, or entrails,
 3. Fat content not to exceed twenty-two (22) percent,
 4. USDA or FDA inspected and appropriately labeled.
 - b. May be layer packed or poly enclosed. If layer packed the entire case must be enclosed by a poly bag of a minimum thickness of one (1) mil;

- c. Box weight not to exceed ten (10) to twelve (12) pounds;
 - d. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 - e. TESTING REQUIRED
6. Smoked Turkey Salami
- a. Made from dark turkey meat, seasonings, and vegetable protein product (VPP);
 - 1. Total VPP in the finished product must not exceed two (2) percent,
 - 2. No skin, by-products, or entrails,
 - 3. Product must test eighty-five (85) percent lean or leaner,
 - 4. Product must be smoked to an internal temperature of one hundred and fifty-six (156) degrees Fahrenheit,
 - 5. Individual loaf weight not to exceed fifteen pounds.
 - b. Packed in a master carton weight not to exceed sixty (60) pounds;
 - c. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 - d. TESTING REQUIRED
7. Smoked Turkey Bologna
- a. Made from dark turkey meat, seasonings, and VPP;
 - 1. VPP in the finished product must not exceed one (1) percent,
 - 2. No skin, by-products, or entrails,
 - 3. Product must test eighty-five (85) percent lean or leaner,
 - 4. Product must be smoked to an internal temperature of one hundred and fifty-six (156) Fahrenheit;
 - 5. Individual loaf weight not to exceed fifteen (15) pounds.
 - b. Packed in a master carton weight not to exceed sixty (60) pounds;
 - c. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 - d. TESTING REQUIRED
8. Turkey Breakfast Patty
- a. Made of no less than an eighty/twenty (80/20) percent blend of lean to fat ground dark turkey meat and sausage seasonings;
 - 1. No more than twenty (20) percent hydrated VPP may be added to the blend yielding a finished product that is eighty-four (84) percent lean or leaner,
 - 2. No skin, by-products, or entrails,
 - 3. Raw patty portions must weigh two and one half (2 1/2) ounces + or - two hundredths (.02) of a pound. Must yield a two (2) ounce finished cooked product,
 - 4. All patties being neat and uniform in a consistent round shape,

5. Individual patties must be separated by a sheet of patty paper allowing quick and easy separation.
 - b. Packed in a master carton weight not to exceed twenty (20) pounds;
 - c. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 - d. TESTING REQUIRED
9. Ground Turkey
- a. Made of less than an eighty-five/fifteen. (85/15) percent blend of select raw turkey meat (not more than 15% fat) is ground and stuffed into a moisture proof casing, frozen and packed for shipment into a ten (10) pound chub.
 1. Product Weight; 10 lbs.
 2. Pieces per case; 2 each
 3. Average case weight; 20 lbs.
 4. Kept at zero (0) degrees Fahrenheit or below.
 - b. A 270 day shelf life from date of pack.
 - c. Days guaranteed to first receiver; 30 days.
 - d. TESTING REQUIRED

2.00 FISH

A. Breaded Fish:

1. To be cut from blocks of skinless fish of a single species, utilizing whole flesh/muscle fiber. Extruded or minced is not acceptable;
2. Three (3) ounce fish portion and one (1) ounce good commercial quality batter and breading;
3. Flavoring and preservatives as additives only;
4. Preparation of formulation of the final product – Standard processing operation resulting in not less than three (3) ounces of fish per four (4) ounce serving of end product;
5. Packaging:
 - a. Twenty-four (24) four (4) ounce portions per box;
 - b. Four (4) portions per layer;
 - c. Each layer separated by parchment paper;
 - d. Ten (10) six (6) pound boxes per master carton. Each box wrapped in poly film of a minimum thickness of one (1) mil.
6. Preservation:
 - a. Product must be frozen to an internal temperature of zero (0) degrees Fahrenheit within twenty-four (24) hours or less of processing;
 - b. Product must be delivered frozen at zero (0) degrees Fahrenheit.
7. TESTING REQUIRED

B. Raw Fish:

1. To be cut from blocks of skinless fish of a single species, utilizing whole flesh/muscle fiber. Extruded or minced is not acceptable;
2. Four (4) ounce whole fish portion;

3. Flavoring and preservatives as additives only;
4. Preparation of formulation of the final product – Standard processing operation resulting in a four (4) ounce serving of end product.
5. Packaging:
 - a. Twenty-four (24) four (4) ounce portions per box;
 - b. Four (4) portions per layer;
 - c. Each layer separated by parchment paper; and
 - d. Ten (10) six (6) pound boxes per master carton. Each box wrapped in poly film of a minimum thickness of one (1) mil.
6. Preservation:
 - a. Product must be frozen to an internal temperature of zero (0) degrees Fahrenheit within twenty-four (24) hours or less of processing;
 - b. Product must be delivered frozen at zero (0) degrees Fahrenheit.
7. TESTING REQUIRED

3.00 BEEF

- A. Beef and Vegetable Protein Product IMPS Item Number One hundred and thirty-six (136), Ground:
 1. Made of no less than an eighty/twenty (80/20) percent lean to fat blend of any type of beef trimmings as described in IMPS item number one hundred and thirty-six (136):
 - a. No skin, by-products, or entrails; and
 - b. No more than ten (10) percent VPP may be added to the trimmings. The VPP used in this product must meet USDA-FNS requirements of the Child Nutrition Programs;
 2. Product must be nutritionally equal to or superior to regular ground beef;
 3. Packaged in sealed bags of poly film of a minimum thickness of one (1) mil. and no more than ten (10) pounds per unit;
 4. Product packed in a master carton weight not to exceed sixty (60) pounds;
 5. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 6. TESTING REQUIRED
- B. Beef, Meatball
 1. Made from domestic beef;
 - a. Not to exceed twenty five (25) percent fat;
 - b. No skin, by-products, entrails, or added fat;
 - c. Portion sizes are to be one (1) or one and one half (1 ½) ounces.
 2. Product wrapped in poly film of a minimum thickness of one (1) mil;
 3. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 4. TESTING REQUIRED

C. Beef Patties

1. Made of no less than an eight/twenty (80/20) percent lean to fat blend of any type of beef including trimmings;
 - a. No skin, by-products, or entrails,
 - b. No more than ten (10) percent VPP may be added to the trimmings,
 - c. Raw patty portion must weigh four (4) ounces + or - two hundredths (.02) of a pound. Must yield a three (3) ounce finished cooked product,
 - d. All patties must be neat and uniform in a round shape,
 - e. Individual patties must be separated by a sheet of patty paper allowing quick and easy separation.
2. Master carton of patties weight not to exceed twenty (20) pounds;
3. Product must be delivered frozen at zero (0) degrees Fahrenheit;
4. TESTING REQUIRED

D. Self-Basting Beef Roast

1. Trimmed boneless beef chunks seventy (70) percent combined with chopped beef;
 - a. Contains up to nine (9) percent of a self-basting solution of water salt sodium phosphates, and
 - b. Must be cooked to 165 degrees Fahrenheit for further processing only.
2. Vacuum packed and in a poly bag of a minimum thickness of one (1) mil;
3. Product may be delivered either chilled at thirty-four (34) degrees Fahrenheit or frozen at zero (0) degrees Fahrenheit;
4. TESTING REQUIRED

E. Beef Round, Top (inside)

1. Raw roast;
2. Frozen to conform to USDA IMPS item number one hundred and sixty-nine (169);
3. Must be netted;
4. Product must be delivered frozen at zero (0) degrees Fahrenheit;
5. TESTING REQUIRED

F. Beef Patty, Meatloaf

1. Made of no less than an eighty/twenty (80/20) percent lean to fat blend of any type of beef including trimmings;
 - a. No skin, by-products, or entrails,
 - b. No more than ten (10) percent VPP may be added to the trimmings,
 - c. Meatloaf seasoning is added to the blend,
 - d. Raw patty portion must weigh four (4) ounces + or - two hundredths (.02) of a pound. Must yield a three (3) ounce finished cooked product,

- e. All patties must be neat and uniform in a consistent oval shape, and
 - f. Individual patties must be separated by a sheet of patty paper allowing quick and easy separation.
 2. Master carton of patties weight not to exceed twenty (20) pounds;
 3. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 4. TESTING REQUIRED
- G. Beef Patty, Pepper
 1. Made of no less than an eighty/twenty (80/20) percent lean to fat blend of any type of beef including trimmings;
 - a. No skin, by-products, or entrails,
 - b. No more than ten (10) percent VPP may be added to the trimmings,
 - c. Pepper seasoning is added to the blend,
 - d. Raw patty portion must weigh four (4) ounces + or- two hundredths (.02) of a pound. Must yield a three (3) ounce finished .cooked product,
 - e. All patties must be neat and uniform in a consistent oval shape, and
 - f. Individual patties must be separated by a sheet of patty paper allowing quick and easy separation.
 2. Master carton of patties weight not to exceed twenty (20) pounds;
 3. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 4. TESTING REQUIRED
- H. Beef Patty, Oval Shaped
 1. Made of no less than an eighty/twenty (80/20) percent lean to fat blend of any type of beef including trimmings;
 - a. No skin, by-products, or entrails,
 - b. No more than ten (10) percent VPP may be added to the trimmings,
 - c. Raw patty portion must weigh four (4) ounces + or - two hundredths (.02) of a pound. Must yield a three (3) ounce finished cooked product,
 - d. All patties must be neat and uniform in a consistent oval shape,
 - e. Individual patties must be separated by a sheet of patty paper allowing quick and easy separation.
 2. Master carton of patties weight not to exceed twenty (20) pounds;
 3. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 4. TESTING REQUIRED
- I. Salisbury Steak Patty
 1. Made of no less than an eighty/twenty (80/20) percent lean to fat blend of any type of beef including trimmings;
 - a. No skin, by-products, or entrails,
 - b. No more than ten (10) percent VPP may be added to the trimmings,

- c. Salisbury steak seasoning is added to the blend,
 - d. Raw patty portion must weigh four (4) ounces + or- two hundredths (.02) of a pound. Must yield a three (3) ounce finished cooked product,
 - e. All patties must be neat and uniform in a consistent square shape,
 - f. Individual patties must be separated by a sheet of patty paper allowing quick and easy separation.
2. Master carton of patties weight not to exceed twenty (20) pounds;
 3. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 4. TESTING REQUIRED
- J. Beef, Regular for Stewing
1. Prepared from any combination of carcass or cuts;
 - a. Pieces must be a cube of no less than three quarters (3/4) of an inch and no more than one and one half (1 and 1/2) inches, with no surface area of these pieces exceeding two and a quarter (2 1/4) inches in length,
 - b. All bones, cartilage, exposed blood vessels, back strap, Connective tissue, and glands shall be removed,
 - c. The product must be run through a dicing machine or sawed. MEAT THAT IS RUN THROUGH .A GRINDER IS NOT ACCEPTABLE.
 - d. Final lean to fat ratio must be eighty/twenty (80/20) percent + or - one (1) percent.
 2. Product packed in ten (10) pound sealed bags of poly film of a minimum thickness of one (1) mil;
 3. Master carton weight not to exceed sixty (60) pounds;
 4. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 5. TESTING REQUIRED
- K. Beef, Sirloin for Stewing
1. Prepared from any combination of carcass or cuts;
 - a. These are raw seasoned steak pieces in a ten (10) percent marinade, cut from sirloin ball tips, sirloin tri-tips, top sirloin butts, top sirloin cap, tenderloin, short loin trimmings, rib eye, and strip steak,
 - b. All bones, cartilage, exposed blood vessels, back strap, connective tissue, and glands shall be removed,
 - c. MEAT THAT IS RUN THROUGH A GRINDER IS NOT ACCEPTABLE
 2. Product packed in twenty (20) pound sealed bags of poly film of a minimum thickness of one (1) mil.;
 3. Product must be delivered frozen at zero (0) degrees Fahrenheit;
 4. TESTING REQUIRED

L. Beef, Smoked Links

1. Made of no less than an eighty/twenty (80/20) percent lean to fat blend of any type of beef including trimmings as described in IMPS, item number one hundred and thirty-six (136);
 - a. No skin, by-products, or entrails,
 - b. No more than ten (10) percent VPP may be added to the trimmings,
 - c. Product is stuffed into a thirty-five (35) to thirty-eight (38) mm collagen casing. The stuffed casings are machine twisted into four (4) ounce + or – two hundredths (.02) of a pound links,
 - d. Must yield a three (3) ounce finished cooked product,
 - e. Links must be smoked to an internal temperature of one hundred forty-four (144) degrees Fahrenheit.
2. Product packed in sealed bags of poly film of a minimum thickness of one (1) mil;
3. Master carton weight not to exceed forty (40) pounds;
4. Product must be delivered frozen at zero (0) degrees Fahrenheit;
5. TESTING REQUIRED

4.00 DAIRY PRODUCTS

A. Cheese

1. Cheddar:
 - a. Imitation:
 1. Shredded;
 2. Five (5) pound bag.
 - b. Medium sharp - sliced:
 1. Grade A;
 2. Minimum age three (3) months;
 3. Ten (10) or twenty (20) pound block.
 - c. Medium sharp - bulk:
 1. Grade A;
 2. Minimum age three (3) months;
 3. Ten (10) or twenty (20) pound block.
2. Mozzarella - Sliced:
 - a. Grade A; and
 - b. Five (5) or ten (10) pound block.
3. Swiss:
 - a. Sliced:
 1. Processed and blended;
 2. Five (5) or ten (10) pound block.
 - b. Bulk:
 1. Processed and blended;
 2. Five (5) or ten (10) pound block.
4. American, Yellow:
 - a. Sliced:
 1. Grade A;
 2. Minimum age three (3) months;

- 3. Five (5) or ten (10) pound block;
 - 4. One (1) or sliced packs individually wrapped.
 - b. Bulk:
 - 1. Grade A;
 - 2. Minimum age three (3) months;
 - 3. Five (5) or ten (10) pound block.
 - 5. American, White:
 - a. Sliced:
 - 1. Grade A;
 - 2. Five (5) or ten (10) pound block;
 - 3. One (1) or sliced packs individually wrapped.
 - b. Bulk:
 - 1. Grade A;
 - 2. Five (5) or ten (10) pound block.
- B. Eggs:
 - 1. In Shell:
 - a. Large;
 - b. All cases must be dated for freshness. Not more than seven (7) days shall have elapsed between grading and delivery;
 - c. Packaging;
 - 1. Two and a half (2 1/2) dozen to a flat;
 - 2. Twelve (12) flats per case;
 - 3. Thirty (30) dozen to a case;
 - 4. Case must be completely sealed with two (2) inch packaging tape.
 - d. Product must be delivered in a refrigerated truck with a temperature of between thirty-four (34) and fifty-five (55) degrees Fahrenheit.
 - 2. Scrambled - In the Bag:
 - a. Contents;
 - 1. USDA approved pasteurized and homogenized whole eggs,
 - 2. Egg whites,
 - 3. Skim milk,
 - 4. Corn oil,
 - 5. Xanthan gum,
 - 6. Citric acid.
 - b. Packaging;
 - 1. Packed and frozen in a bag designed for cooking in hot water,
 - 2. Six (6) five (5) pound bags per case,
 - 3. USDA Shield must be on the case,
 - 4. Case weight must not exceed thirty (30) pounds.
 - c. Product must be frozen and delivered at zero (0) degrees Fahrenheit.

- C. Milk Fresh:
1. LOW FAT MILK ½ pint (236 ml)
VITAMIN A AND D - 2% MILKFAT
GRADE A PASTEURIZED/HOMOGENIZED
 2. SKIM MILK ½ PINT (236 ml)
VITAMIN A AND D
GRADE A PASTEURIZED/HOMOGENIZED
 3. VITAMIN D MILK ½ PINT (236 ml)
GRADE A PASTEURIZED/HOMOGENIZED

5.00 CANNED MEAT AND FISH:

- A. Tuna:
1. Light, chunk, packed in water;
 2. Grade A to be a blend of Yellow fin and Blue fin or Skipjack;
 3. Blend must be stated on package label.

6.00 OLEO MARGARINE:

- A. Oleo Reddies:
1. Grade A;
 2. All vegetable;
 3. Seventy (70) to ninety (90) count;
 4. Brand name must appear on the case.
- B. Oleo Solids:
1. Grade A;
 2. All vegetable;
 3. One (1) pound solid;
 4. Thirty (30) pound case;
 5. Brand name must appear on the case.

7.00 SOUPS, SOUP BASES, AND GRAVY MIXES:

- A. Beef Base:
1. Grade A;
 2. No more than forty-five (45) percent salt;
 3. Beef with beef fat;
 4. Twelve (12) one (1) pound per case or twenty-five (25) pound can;
 5. State yield per ounce;
 6. TESTING REQUIRED
- B. Chicken Base:
1. Grade A;
 2. No more than forty-five (45) percent salt;
 3. Chicken with chicken fat;
 4. Twelve (12) one (1) pound per case or twenty-five (25) pound can;
 5. State yield per ounce;
 6. TESTING REQUIRED

8.00 CANNED VEGETABLES:

- A. Bean Sprouts:
 - 1. USDA Grade B - Extra Standard;
 - 2. Six (6) number ten (10) cans per case.

- B. Beans in Tomato Sauce:
 - 1. USDA Grade B - Extra Standard;
 - 2. White beans;
 - 3. Six (6) number ten (10) cans per case.

- C. Beans, Green - Blue Lake:
 - 1. USDA Grade B - Extra Standard;
 - 2. Cut and stringless;
 - 3. Minimum cut one and one half (1 ½) inches;
 - 4. Six (6) number ten (10) cans per case.

- D. Beans, Garbanzo - Chick Peas:
 - 1. USDA Grade B - Extra Standard;
 - 2. Six (6) number ten (10) cans per case.

- E. Beans, Red Kidney:
 - 1. USDA Grade B - Extra Standard;
 - 2. Dark Red;
 - 3. Packed in water;
 - 4. Six (6) number ten (10) cans per case.

- F. Beans, Wax:
 - 1. USDA Grade B - Extra Standard;
 - 2. Six (6) number ten (10) Cans per case.

- G. Beets:
 - 1. USDA Grade B - Extra Standard;
 - 2. Sliced, salad;
 - 3. Six (6) number ten (10) cans per case.

- H. Carrots:
 - 1. USDA Grade B - Extra Standard;
 - 2. Sliced;
 - 3. Variety - Midwest;
 - 4. Approximate size one and one half (1 ½) inches in diameter;
 - 5. Six (6) number ten (10) cans per case.

- I. Celery:
 - 1. Diced;
 - 2. Three eights (3/8) inch cut with starch;
 - 3. Must be salt and spice free;
 - 4. Usable as a replacement for fresh celery;
 - 5. Six (6) number ten (10) cans per case;

6. Examples are Redicel, Frosty Acres, and Nifda;
 7. TESTING REQUIRED
- J. Chop Suey Vegetables:
1. USDA Grade B - Extra Standard;
 2. Six (6) number ten (10) cans per case.
- K. Corn:
1. USDA Grade B - Extra Standard;
 2. Whole kernel;
 3. Liquid packed;
 4. Variety - Midwest Golden or Yellow;
 5. Six (6) number ten (10) cans per case.
- L. Greens:
1. Collard:
 - a. USDA Grade B - Extra Standard;
 - b. Variety - Southern type;
 - c. Chopped;
 - d. Six (6) number ten (10) cans per case.
 2. Mixed:
 - a. USDA Grade B - Extra Standard;
 - b. Variety - Southern type;
 - c. Chopped; and
 - d. Six (6) number ten (10) cans per case.
 3. Mustard:
 - a. USDA Grade B- Extra Standard;
 - b. Variety - Southern type;
 - c. Chopped;
 - d. Six (6) number ten (10) cans per case.
 4. Turnip:
 - a. USDA Grade B- Extra Standard;
 - b. Variety - Southern type;
 - c. Chopped;
 - d. Six (6) number ten (10) cans per case.
- M. Mixed Vegetables:
1. USDA Grade B - Extra Standard;
 2. Diced carrots and potatoes, celery, sweet peas, golden corn, cut green beans, and lima beans;
 3. Examples are Veg-All and Nifda;
 4. Six (6) number ten (10) cans per case.
- N. Peas, Green:
1. USDA Grade B - Extra Standard;
 2. Variety - West or Midwest;
 3. Type - Early June or Allsweet;
 4. Size four (4) sieve or a combination of three (3), four (4), and five (5)

sieve;

5. Not reconstituted;
6. Six (6) number ten (10) cans per case.

O. Peppers:

1. Green:
 - a. USDA Grade B- Extra Standard
 - b. Water packed;
 - c. Diced;
 - d. Six (6) number ten (10) cans per case.
2. Red:
 - a. USDA Grade B - Extra Standard;
 - b. Sweet;
 - c. Diced;
 - d. Water packed;
 - e. Six (6) number ten (10) cans per case.

P. Potatoes:

1. Dehydrated, Diced:
 - a. No milk;
 - b. Six (6) number ten (10) cans per case.
2. Dehydrated, Granules:
 - a. Complete with milk and Vitamin C;
 - b. Six (6) number ten (10) cans per case.
3. Dehydrated, Flakes:
 - a. No milk;
 - b. State reconstituted yield per unit;
 - c. Six (6) number ten (10) cans per case;
 - d. TESTING REQUIRED
4. Dehydrated, Sliced:
 - a. A fancy;
 - b. Four (4) five (5) pound containers.
5. Sweet:
 - a. USDA Grade B - Extra Standard;
 - b. Variety- Golden Yams;
 - c. Cut and whole with light syrup;
 - d. Six (6) number ten (10) cans per case.

Q. Onions, Dehydrated;

1. USDA Grade A;
2. Chopped;
3. Six (6) number ten (10) cans per case.

R. Sauerkraut:

1. USDA Grade B - Extra Standard;
2. Chopped;
3. Six (6) number ten (10) cans per case.

- S. Spinach;
 - 1. USDA Grade B - Extra Standard;
 - 2. Chopped;
 - 3. Six (6) number ten (10) cans per case.

- T. Tomato:
 - 1. Whole or Broken;
 - a. USDA Grade B - Extra Standard,
 - b. Six (6) number ten (10) cans per case.
 - 2. Dice;
 - a. USDA Grade B - Extra Standard,
 - b. Packed with tomato juice,
 - c. Six (6) number ten (10) cans per case,
 - d. TESTING REQUIRED
 - 3. Catsup;
 - a. USDA Grade B - Extra Standard,
 - b. Variety - California,
 - c. Red ripe tomato color,
 - d. Solids not less than twenty-nine (29) percent,
 - e. Six (6) number ten (10) cans per case.
 - 4. Paste, Medium;
 - a. USDA Grade B - Extra Standard,
 - b. Solids not less than twenty-six (26) percent,
 - c. Six (6) number ten (10) cans per case.
 - 5. Puree, Heavy;
 - a. USDA Grade B - Extra Standard,
 - b. Six (6) number ten (10) cans per case.
 - 6. Sauce;
 - a. USDA Grade B - Extra Standard,
 - b. Six (6) number ten (10) cans per case.

9.00 HARD FROZEN FOODS

- A. Beans:
 - 1. Baby Lima - Grade A;
 - 2. Ford Hook Lima - Grade A;
 - 3. Green;
 - a. French cut,
 - b. Grade A.
 - 4. Green;
 - a. Diced, one half (½) inch cut, and
 - b. Grade A.

- B. Broccoli:
 - 1. Chopped - Grade A;
 - 2. Spears - Grade A.

- C. Carrots, Sliced- Grade A.

- D. Corn:
1. On the Cob;
 - a. Grade A,
 - b. TESTING REQUIRED
 2. Whole Kernel:
 - a. Grade A,
 - b. Golden cut.
- E. Greens:
1. Collard - Grade A;
 2. Mixed - Grade A;
 3. Mustard - Grade A;
 4. Turnip - Grade A.
- F. Mixed Vegetables, Fancy:
1. Yellow Corn - twenty-five (25) to thirty (30) percent;
 2. Carrots - twenty (20) to twenty-five (25) percent;
 3. Cut Green Beans - twenty (20) to twenty-five (25) percent;
 4. Green Peas - ten (10) to fifteen (15) percent;
 5. Green Lima Beans - eight (8) to twelve (12) percent.
- G. Okra:
1. Raw;
 - a. Grade A,
 - b. Breaded.
 2. Sliced - Grade A.
- H. Peas:
1. Grade;
 2. Sweet;
 3. Small sieve.
- I. Peas and Carrots - Grade A.
- J. Spinach:
1. Grade A;
 2. Chopped.
- K. Squash:
1. Breaded;
 - a. Grade A,
 - b. Breaded,
 - c. TESTING REQUIRED
 2. Sliced - Grade A.
- L. Biscuits:
1. Two (2) inch rounds or squares;
 2. TESTING REQUIRED

M. Cookies:

1. Chocolate Chip;
 - a. Unbaked,
 - b. Preformed,
 - c. Diameter after baking approximately two and three quarter ($2\frac{3}{4}$) inches,
 - d. TESTING REQUIRED
2. Oatmeal Raisin;
 - a. Unbaked,
 - b. Preformed,
 - c. Diameter after baking approximately two and three quarter ($2\frac{3}{4}$) inches,
 - d. TESTING REQUIRED
3. Sugar;
 - a. Unbaked,
 - b. Preformed,
 - c. Diameter after baking approximately two and three quarter ($2\frac{3}{4}$) inches,
 - d. TESTING REQUIRED
4. Peanut Butter;
 - a. Unbaked,
 - b. Preformed,
 - c. Diameter after baking approximately two and three quarter ($2\frac{3}{4}$) inches,
 - d. TESTING REQUIRED

N. Danish:

1. Cinnamon Raisin;
 - a. Individually wrapped,
 - b. Minimum two and seventy-five hundredths (2.75) of an ounce, Maximum three (3) ounces,
 - c. Twenty-four (24) or forty-eight (48) to a case,
 - d. TESTING REQUIRED
2. Cheese;
 - a. Individually wrapped,
 - b. Minimum two and seventy-five hundredths (2.75) of an ounce, Maximum three (3) ounces,
 - c. Twenty-four (24) or forty-eight (48) to a case,
 - d. TESTING REQUIRED
3. Apple;
 - a. Individually wrapped,
 - b. Minimum two and seventy-five hundredths (2.75) of an ounce, Maximum three (3) ounces,
 - c. Twenty-four (24) or forty-eight (48) to a case,
 - d. TESTING REQUIRED

- O. Strawberries:
1. Grade B or better;
 2. Sliced medium;
 3. One to four (1:4) ratio in accordance with the latest standards issued by the USDA.
- P. Pie:
1. Apple;
 - a. Unbaked,
 - b. Six (6) ten (10) inch to a carton,
 - c. Examples are Nifda by Chef Pierre APOF and Sysco,
 - d. TESTING REQUIRED
 2. Blueberry;
 - a. Unbaked,
 - b. Six (6) ten (10) inch to a carton,
 - c. Examples are Chef Pierre and Sysco,
 - d. TESTING REQUIRED
 3. Cherry;
 - a. Unbaked,
 - b. Six (6) ten (10) inch to a carton,
 - c. Examples are Chef Pierre and Sysco,
 - d. TESTING REQUIRED
 4. Peach;
 - a. Unbaked,
 - b. Six (6) ten (10) inch to a carton,
 - c. Example - Chef Pierre,
 - d. TESTING REQUIRED
 5. Lemon;
 - a. Condensed,
 - b. Six (6) ten (10) inch to a carton,
 - c. Examples are Chef Pierre and Sysco,
 - d. TESTING REQUIRED
 6. Lime;
 - a. Condensed,
 - b. Six (6) ten (10) inch to a carton,
 - c. Examples are Chef Pierre and Sysco,
 - d. TESTING REQUIRED
 7. Pecan;
 - a. Six (6) ten (10) inch to a carton,
 - b. Examples are Chef Pierre and Sysco,
 - c. TESTING REQUIRED
 8. Pumpkin;
 - a. Six (6) ten (10) inch to a carton,
 - b. Examples are Chef Pierre and Sysco,
 - c. TESTING REQUIRED
 9. Coconut Cream;
 - a. Six (6) ten (10) inch to a carton,
 - b. Example - Chef Pierre,

- c. TESTING REQUIRED
 - 10. Boston Cream;
 - a. Six (6) ten (10) inch to a carton,
 - b. Examples are Chef Pierre and Sysco,
 - c. TESTING REQUIRED
 - 11. Chocolate Cream; and
 - a. Six (6) twenty-seven (27) ounce to a carton
 - b. Shipped - Cream topping,
 - c. Examples are Chef Pierre and Sysco,
 - d. TESTING REQUIRED
 - 12. Shells:
 - a. Ten (10) inch regular crust;
 - b. Example - Chef Pierre;
 - c. TESTING REQUIRED
- Q. Cake:
- 1. Carrot, Layer;
 - a. Four (4) to a carton,
 - b. Examples are Sara Lee and Chef Pierre,
 - c. TESTING REQUIRED
 - 2. Chocolate, Layer;
 - a. Four (4) to a carton,
 - b. Examples are Sara Lee and Chef Pierre,
 - c. TESTING REQUIRED
 - 3. German Chocolate, Layer;
 - a. Four (4) to a carton,
 - b. Examples are Sara Lee and Chef Pierre,
 - c. TESTING REQUIRED
 - 4. Pound;
 - a. Individually wrapped slices,
 - b. Unit weight one and seventy five hundredths (1.75) ounces,
 - c. Packaging:
 - 1. Twenty-four (24) to a box;
 - 2. One hundred and forty-four (144) ton case.
 - d. Examples are Awrey's and Sysco,
 - e. TESTING REQUIRED
- R. Muffins:
- 1. Blueberry;
 - a. Two and one half (2 ½) ounce each,
 - b. Examples are Awrey's and Sysco,
 - c. Bulk pack,
 - d. TESTING REQUIRED
 - 2. Bran;
 - a. Two and one half (2 ½) ounce each,
 - b. Examples are Awrey's and Sysco,
 - c. Bulk pack,
 - d. TESTING REQUIRED

- S. Waffles:
1. Precooked;
 2. One and twenty-five hundredths (1.25) ounces each,
 3. Sheets are bulk packed in a single poly liner of a minimum thickness of one (1) mil.;
 4. TESTING REQUIRED
- T. Non-Dairy Icing:
1. Chocolate;
 2. Example- Rich's;
 3. Packaged four (4) eight (8) pound and thirteen (13) ounce per carton;
 4. TESTING REQUIRED
- U. Orange Juice:
1. Grade A;
 2. Concentrated;
 3. Unsweetened;
 4. Reconstituted ratio of three (3) to one (1);
 5. No off color, settling, burnt taste, oil taste, and free from orange membrane;
 6. State packaging and yield.
- ORANGE JUICE:
1. Grade A;
 2. 100% PURE ORANGE JUICE FROM CONCENTRATE;
 3. 4 FL. OZ. (118ml) CONTAINER SERVING INDIVIDUAL.
- V. French Fries:
1. Grade A, Fancy;
 2. Oven ready;
 3. Uniform golden brown color. Number one (1) to two (2) on the USDA French Fry Color Chart;
 4. Examples are Ore-Ida #0055, Oven Crisp Crinkle Cut, Premium House from Ore-Ida Oven Ready Crinkle Cut, Chef Reddy, Carnation, and Tater Valley;
 5. TESTING REQUIRED
- W. Potatoes with Peel:
1. Wedges;
 2. State packaging and count per pound;
 3. Examples are Ore-Ida, Lamb Weston, Gourmet, and Carnation;
 4. TESTING REQUIRED
- X. Hash Brown Patties:
1. Shredded for oven preparation
 2. Oval shaped;
 3. Two and a half (2 1/2) ounce portions;

4. State packaging;
5. Example - Ore-Ida;
6. TESTING REQUIRED

10.00 FRUIT

A. Apple:

1. Sliced;
 - a. USDA Grade B - Extra Standard,
 - b. Water packed,
 - c. Type - Pie filling, and SPECIAL DIET APPLES.
 - d. Six (6) number ten (10) cans per case.
2. York Imperial;
 - a. Grade A- Fancy,
 - b. Sliced,
 - c. Solid pack with heavy syrup,
 - d. Net weight seven (7) pounds,
 - e. Six (6) number ten (10) cans per case.
3. Applesauce;
 - a. USDA Grade B - Extra Standard; PLUS DIET TYPE.
 - b. Medium sweet,
 - c. Clear and free from discoloration,
 - d. Six (6) number ten (10) cans per case.

B. Cranberry Sauce:

1. USDA Grade B - Extra Standard;
2. Jellies - strained;
3. Six (6) number ten (10) cans per case.

C. Fruit Cocktail:

1. USDA Grade B - Extra Standard; PLUS DIET TYPE.
2. Type - California, Choice;
3. Assorted Fruits;
4. Light syrup;
5. Minimum drained weight seventy-one (71) ounces;
6. Six (6) number ten (10) cans per case;
7. TESTING REQUIRED

D. Grapefruit:

1. USDA Grade B - Extra Standard;
2. Whole section - segments;
3. Twelve (12) number three (3) cans per case.

E. Peaches:

1. USDA Grade B- Extra Standards; PLUS DIET STYLE,
2. Yellow Cling -California;
3. Diced;
4. Six (6) number ten (10) cans per case;

5. TESTING REQUIRED

- F. Pears:
1. USDA Grade B - Extra Standard; PLUS DIET STYLE.
 2. N.W. Bartlett - California;
 3. Peeled diced - light syrup;
 4. Net weight one hundred and six (106) ounces - forty (40) to fifty (50) count;
 5. Six (6) number ten (10) cans per case;
- G. Pineapple;
1. Crushed;
 - a. Choice, PLUS DIET STYLE
 - b. Coarse,
 - c. Packed in natural juice,
 - d. Net weight one hundred and six (106) ounces,
 - e. Six (6) number ten (10) cans per case, and
 - f. TESTING REQUIRED
 2. Tidbits;
 - a. Choice, PLUS DIET STYLE
 - b. Packed in light syrup,
 - c. Six (6) number ten (10) cans per case,
 - d. TESTING REQUIRED
 3. Whole;
 - a. USDA Grade A,
 - b. Sliced - number two (2) minimum,
 - c. Net weight one hundred and seven (107) ounce -sixty-six (66) count,
 - d. Packed in light syrup,
 - e. Six (6) number ten (10) cans per case,
 - f. TESTING REQUIRED
- H. Plums:
1. USDA Grade B - Extra Standard;
 2. Purple;
 3. Whole - unpitted and unpeeled;
 4. Light syrup;
 5. Six (6) number ten (10) cans per case.
- I. Cherries, Maraschino:
1. Net weight one hundred and eight (108) ounces;
 2. Minimum drained weight sixty-two (62) ounces;
 3. Six (6) number ten (10) cans per case.
- J. Rings, Apple:
1. Sliced;
 2. Red color;

3. Eighty-five (85)/ninety-five (95) count;
4. Six (6) number ten (10) cans per case.

K. Raisins:

1. Grade A;
2. Seedless;
3. Twenty-four (24) fifteen ounce packs per carton.

11.00 FRUIT JUICE - UNSWEETENED - NON-REFRIGERATED

A. Apple:

1. Grade A;
2. Reconstituted;
3. Forty-eight (48) six (6) ounce containers per case.

B. Orange:

1. Grade A;
2. Reconstituted;
3. Forty-eight (48)-six (6) ounce containers per case.

C. Lemon:

1. Grade A;
2. Concentrate;
3. Twelve (12) quarts per case.

D. Tomato:

1. Grade A;
2. Reconstituted;
3. Forty-eight (48) six (6) ounce containers per case.

E.. V-8 Juice - Forty-eight (48) six (6) ounce containers per case.

F. Grapefruit - Forty-eight (48) six (6) ounce containers per case.

G. Pineapple- Forty-eight (48) six (8) ounce containers per case.

12.00 SEASONINGS AND FLAVORINGS

A. Seasonings:

1. Allspice;
 - a. Grade A,
 - b. One (1) pound container.
2. Basil;
 - a. Grade A,
 - b. One (1) pound container.
3. Bay Leaves;
 - a. Grade A,
 - b. One (1) pound container.
4. Celery Seed;
 - a. Grade A,

- b. Whole,
- c. Fourteen (14) ounce container.
- 5. Chili Powder;
 - a. Grade A,
 - b. One (1) pound container.
- 6. Cinnamon;
 - a. Grade A,
 - b. Ground,
 - c. Fourteen (14) ounce container.
- 7. Cream of Tartar - Twenty-four (24) ounce container.
- 8. Garlic;
 - a. Granulated,
 - 1. Grade A,
 - 2. Twelve (12) ounce container.
 - b. Salt,
 - 1. Grade A,
 - 2. Fifteen (15) ounce container.
- 9. Ginger;
 - a. Grade A,
 - b. Ground,
 - c. One (1) pound container.
- 10. Italian Seasoning;
 - a. Grade A,
 - b. One (1) pound container.
- 11. Mustard;
 - a. Grade A,
 - b. Dry,
 - c. One (1) pound container.
- 12. Nutmeg;
 - a. Grade A,
 - b. One (1) pound container.
- 13. Oregano;
 - a. Grade A,
 - b. Ground,
 - c. Fifteen (15) ounce container.
- 14. Paprika;
 - a. Grade A,
 - b. One (1) pound container.
- 15. Parsley Flakes;
 - a. Grade A,
 - b. One (1) pound container.
- 16. Pepper;
 - a. Black,
 - 1. Grade A,
 - 2. Pure,
 - 3. Ground,
 - 4. One (1) pound container.

- b. White,
 - 1. Grade A,
 - 2. One (1) pound container.
- 17. Poultry Seasoning;
 - a. Grade A, and
 - b. Twelve (12) ounce container.
- 18. Sesame Seed;
 - a. Grade A,
 - b. One (1) pound container.

B. Flavorings:

- 1. Almond Extract;
 - a. Grade A, and
 - b. One (1) pound container.
- 2. Lemon Extract;
 - a. Grade A,
 - b. One (1) quart container.
- 3. Vanilla;
 - a. Grade A,
 - b. Imitation,
 - c. One (1) quart or one (1) gallon container.
- 4. Barbecue Sauce;
 - a. Hickory smoked flavor,
 - b. Packed four (4) one (1) gallon containers per case,
 - c. Examples are Heinz, Open Pit and Cattleman's,
 - d. TESTING REQUIRED
- 5. Hot Sauce - Twenty-four (24) six ounce containers or four (4) one (1) gallon containers per case.
- 6. Kitchen Bouquet - Twelve (12) quarts per case.
- 7. Soy Sauce;
 - a. Grade A
 - b. Twelve (12) five (5) ounce, twenty-four (24) five (5) ounce containers per case or one (1) gallon container.
- 8. Worcestershire Sauce;
 - a. Grade A
 - b. Twelve (12) five (5) ounce, or twenty-four (24) five (5) ounce containers per case or one (1) gallon container.
- 9. Taco Sauce - State packaging.
- 10. Teriyaki Sauce - State packaging.

13.0 GELATINS AND PUDDINGS

A. Gelatin:

- 1. Cherry;
 - a. Grade A,
 - b. Twelve (12) twenty-four (24) ounce containers per carton,
 - c. Examples are Jell-O and Royal,
 - d. TESTING REQUIRED

2. Lemon;
 - a. Grade A,
 - b. Twelve (12) twenty-four (24) ounce containers per carton,
 - c. Examples are Jell-O and Royal,
 - d. TESTING REQUIRED
 3. Lime;
 - a. Grade A,
 - b. Twelve (12) twenty-four (24) ounce containers per carton,
 - c. Examples are Jell-O and Royal,
 - d. TESTING REQUIRED
 4. Orange;
 - a. Grade A,
 - b. Twelve (12) twenty-four (24) ounce containers per carton,
 - c. Examples are Jell-O and Royal,
 - d. TESTING REQUIRED
 5. Raspberry;
 - a. Grade A,
 - b. Twelve (12) twenty-four (24) ounce containers per carton,
 - c. Examples are Jell-O and Royal,
 - d. TESTING REQUIRED
 6. Strawberry;
 - a. Grade A,
 - b. Twelve (12) twenty-four (24) ounce containers per carton,
 - c. Examples are Jell-O and Royal,
 - d. TESTING REQUIRED
 7. Strawberry- Sugar Free;
 - a. Low calorie,
 - b. Presweetened with NutraSweet,
 - c. Twelve (12) two and three quarter (2 $\frac{3}{4}$) ounce containers per case,
 - d. TESTING REQUIRED
- B. Pudding:
1. Butterscotch;
 - a. Ready to serve,
 - b. Examples are Monarch Fancy, Nifda, Lucky Leaf, Whitehouse and North American,
 - c. Six (6) number ten (10) cans per case.
 2. Chocolate;
 - a. Ready to serve,
 - b. Examples are Monarch Fancy, Nifda, Lucky Leaf, Whitehouse and North American,
 - c. Six (6) number ten (10) cans per case.
 3. Lemon;
 - a. Ready to serve,
 - b. Examples are Monarch Fancy; Nifda, Lucky Leaf, Whitehouse and North American,
 - c. Six (6) number ten (10) cans per case.

4. Tapioca;
 - a. Ready to serve,
 - b. Examples are Monarch Fancy, Nifda, Lucky Leaf, Whitehouse and North American,
 - c. Six (6) number ten (10) cans per case.
5. Vanilla;
 - a. Ready to serve,
 - b. Examples are Monarch Fancy, Nifda, Lucky Leaf, Whitehouse and North American,
 - c. Six (6) number ten (10) cans per case.
6. Pistachio;
 - a. Instant,
 - b. Twelve (12) two (2) pound containers per case.
7. Strawberry Glaze - Six (6) number ten (10) cans per case.

14.00 DRIED VEGETABLES

A. Beans:

1. Baby Lima;
 - a. Domestic,
 - b. US #1,
 - c. Dried,
 - d. Twenty-five (25) pound bag.
2. Large Lima;
 - a. Domestic,
 - b. US #1,
 - c. Dried,
 - d. Twenty-five (25) pound bag.
3. Pinto;
 - a. Domestic,
 - b. US #1,
 - c. Dried,
 - d. Twenty-five (25) pound bag.
4. Great Northern;
 - a. Domestic,
 - b. US #1,
 - c. Dried,
 - d. Twenty-five (25) pound bag.
5. Black;
 - a. Domestic,
 - b. US #1,
 - c. Dried,
 - d. Twenty-five (25) pound bag.

B. Peas, Black-eyed:

1. Domestic;
2. US #1;
3. Dried;
4. Twenty-five (25) pound bag.

15.00 SUGARS, JELLIES, and PEANUT BUTTER

- A. Sugars:
 - 1. Confectioner's;
 - a. Ten (10) X,
 - b. Twenty-four (24) one (1) pound containers per case.
 - 2. Granulated;
 - a. Extra Fine,
 - b. Fifty (50) pound bag.
 - 3. Dark Brown;
 - a. Grade A,
 - b. Twenty-four (24) one (1) pound containers per case.
 - 4. Light Brown;
 - a. Grade A,
 - b. Twenty-four (24) one (1) pound containers per case.

- B. Jellies:
 - 1. Apple;
 - a. Grade A,
 - b. Pure,
 - c. Six (6) ten (10) pound containers per case.
 - 2. Grape;
 - a. Grade A,
 - b. Pure
 - c. Six (6) ten (10) pound containers per case.

- C. Peanut Butter;
 - 1. Grade A peanuts;
 - 2. Smooth blend;
 - 3. Thick, spoon out consistency;
 - 4. Six (6) ten (10) pound containers per case
 - 5. TESTING REQUIRED

- D. Peanut Butter, Portion Controlled:
 - 1. Grade A peanuts;
 - 2. Creamy peanut butter consistency;
 - 3. Serving Size One (1) ounce;
 - 4. Calories - 200 per serving packet;
 - 5. 200 serving packets per case
 - 6. TESTING REQUIRED

16.00 JAMS, JELLIES, and CONDIMENTS - PORTION CONTROLLED

- A. Cranberry Sauce:
 - 1. Grade A;
 - 2. One half (1/2) ounce;
 - 3. Plastic cup
 - 4. Two hundred (200) to a case.

- B. Jellies:

1. Apple;
 - a. Grade A,
 - b. One half (1/2) ounce;
 - c. Plastic cup
 - d. Two hundred (200) to a case.
 2. Blackberry;
 - a. Grade A;
 - b. One half (1/2) ounce;
 - c. Plastic cup
 - d. Two hundred (200) to a case.
 3. Grape;
 - a. Grade A;
 - b. One half (1/2) ounce;
 - c. Plastic cup
 - d. Two hundred (200) to a case.
 4. Mixed;
 - a. Grade A;
 - b. One half (1/2) ounce;
 - c. Plastic cup
 - d. Two hundred (200) to a case.
 5. Marmalade - Orange;
 - a. Grade A,
 - b. One half (1/2) ounce;
 - c. Plastic cup
 - d. Two hundred (210) to a case.
- C. Condiments:
1. Salad Dressing;
 - a. Grade A,
 - b. Seven sixteenth (7/16) ounce,
 - c. Portion control
 - d. Case count not to exceed five hundred (500).
 2. Mayonnaise;
 - a. Grade A,
 - b. Seven sixteenth (7/16) ounce,
 - c. Portion control
 - d. Case count not to exceed five hundred (500).
 3. Mustard;
 - a. Salad,
 - b. Seven sixteenth (7/16) ounce,
 - c. Portion control
 - d. Case count not to exceed five hundred (500).
 4. Tartar Sauce;
 - a. Grade A,
 - b. Seven sixteenth (7/16) ounce,
 - c. Portion control,
 - d. Two hundred (200) to a case.

5. Tomato Catsup;
 - a. Packing of eleven and thirty-three (11.33) percent solids,
 - b. Five hundred (500) per case,
 - c. Portion control,
 - d. Examples are Sunaid, Heinz and Sew-A-Portion,
 - e. TESTING REQUIRED
6. Syrup;
 - a. Maple,
 - b. One and one half (1 1/2) ounce container,
 - c. Portion control.
7. Pepper;
 - a. Grade A,
 - b. Black,
 - c. Moisture proof pack,
 - d. Portion control.
8. Salt;
 - a. Grade A,
 - b. Iodized,
 - c. Moisture proof pack,
 - d. Portion control.
9. Sugar Substitute;
 - a. Granular,
 - b. Maximum of four (4) calories,
 - c. No cyclamates,
 - d. Portion control.
10. Sugar;
 - a. Grade A,
 - b. Granulated,
 - c. Fine,
 - d. One tenth (1/10) ounce.
11. Relish;
 - a. Grade A,
 - b. Sweet pickle,
 - c. Seven sixteenth (7/16) ounce.
12. Taco Sauce;
 - a. Minimum of nine (9) grams per packet,
 - b. Five hundred (500) units per case,
 - c. Examples are Heinz and Sew-A-Portion,
 - d. TESTING REQUIRED
13. Disposable Salt Shakers;
 - a. Four (4) ounce
 - b. Forty-eight (48) to a case.
14. Disposable Pepper Shakers;
 - a. One and one half (1 1/2) ounce
 - b. Forty-eight (48) to a case.
15. Dressings;
 - a. French,
 1. Grade A,

2. Seven sixteenth (7/16) ounce,
3. Two hundred (200) to a case.
- b. Thousand Island,
 1. Grade A,
 2. Seven sixteenth (7/16) ounce,
 3. Two hundred (200) to a case.
- c. Italian,
 1. Grade A,
 2. Seven sixteenth (7/16) ounce,
 3. Two hundred (200) to a case.

17.00 COFFEE, TEA, DRINK GRANULES and MILK

- A. Coffee:
 1. Regular;
 - a. Ground,
 - b. Individual packaging.
 2. Decaffeinated;
 - a. Ground,
 - b. Individual packaging.
 3. Regular - Bulk;
 - a. Ground,
 - b. One (1), three (3) or five (5) pound containers.
 4. Decaffeinated - Bulk;
 - a. Ground,
 - b. One (1), three (3) or five (5) pound containers,
 - c. State packaging.
- B. Tea:
 1. Instant;
 - a. No sugar or lemon added,
 - b. Bag to make one (1) gallon,
 - c. Example - Maxwell House.
 2. Tag Lift;
 - a. Grade A,
 - b. Orange and Orange Pekoe,
 - c. Individually wrapped -Ten (10)/one hundred (100),
 - d. Example - Maxwell House,
 - e. TESTING REQUIRED
 3. Bags;
 - a. Grade A,
 - b. Orange and Orange Pekoe,
 - c. One (1) ounce,
 - d. Forty eight (48) to a box,
 - e. Example- Maxwell House.
- C. Drink Beverages - Artificially Flavored;
 1. Assorted flavors,
 2. TESTING REQUIRED

- D. Hot Chocolate;
1. Instant;
 2. Individually packaged,
 3. Examples are Carnation, Swiss Miss, and Ovaltine,
 4. TESTING REQUIRED
- E. Milk;
1. Evaporated - Forty-eight (48) twelve (12) ounce containers to a case.
 2. Non-Fat;
 - a. Grade A,
 - b. Non-Fat, dry,
 - c. Six (6) or eight (8) five (5) pound containers per case,
 - d. Example - Carnation.

18.00 DRESSINGS, PICKLES, OLIVE OILS, and ETC.

- A. Dressings:
1. Coleslaw;
 - a. Four (4) one (1) gallon plastic containers per case,
 - b. TESTING REQUIRED
 2. Blue Cheese;
 - a. Chunky style,
 - b. Four (4) one (1) gallon plastic containers per case,
 - c. TESTING REQUIRED
 3. Golden Italian;
 - a. Grade A,
 - b. Four (4) one (1) gallon plastic containers per case,
 - c. TESTING REQUIRED
 4. Thousand Island;
 - a. Four (4) one (1) gallon plastic containers per case,
 - b. TESTING REQUIRED
 5. Italian - Lo Cal;
 - a. Grade A,
 - b. Four (4) one (1) gallon containers per case,
 - c. TESTING REQUIRED
 6. French- Lo Cal;
 - a. Grade A,
 - b. Four (4) one (1) gallon plastic containers per case,
 - c. TESTING REQUIRED
 7. Thousand Island - Lo Cal;
 - a. Grade A,
 - b. Four (4) one (1) gallon plastic containers per case,
 - c. TESTING REQUIRED
 8. French;
 - a. Grade A Fancy,
 - b. Tomato base,
 - c. Minimum vegetable oil content thirty-six and six tenth (36.6) percent,
 - d. Four (4) one (1) gallon plastic containers per case,

- e. TESTING REQUIRED
- 9. Salad;
 - a. Forty-nine (49) percent vegetable oil,
 - b. Four (4) one (1) gallon plastic containers per case,
 - c. TESTING REQUIRED
- 10. Mixes;
 - a. Buttermilk:
 - 1. One (1) package to make one (1) gallon;
 - 2. Examples are Lawry's Buttermilk House, Imperial Valley, Hidden Valley Ranch and North American;
 - 3. TESTING REQUIRED
 - b. Italian - Creamy Style:
 - 1. One (1) package to make one (1) gallon;
 - 2. Examples are Imperial Valley, Hidden Valley Ranch, and North American;
 - 3. TESTING REQUIRED
 - c. Italian - Oil and Vinegar Base:
 - 1. One (1) package to make one (1) gallon;
 - 2. Examples are Imperial Valley Specialty Foods, Hidden Valley Ranch and North American;
 - 3. TESTING REQUIRED
- 11. Horseradish:
 - a. Grade A;
 - b. Cream Style;
 - c. Pure;
 - d. No turnip;
 - e. Twelve (12) one (1) quart containers per Case.
- 12. Mayonnaise:
 - a. Grade A, fancy;
 - b. Heavy;
 - c. Minimum content of eighty (80) percent vegetable oil;
 - d. Over four (4) percent egg content;
 - e. Four (4) one (1) gallon plastic containers per case;
 - f. TESTING REQUIRED
- 13. Mustard:
 - a. Grade A, fancy;
 - b. Heavy salad type;
 - c. Four (4) one (1) gallon plastic containers per case;
 - d. TESTING REQUIRED
- 14. Olives:
 - a. Black;
 - 1. Grade A Fancy,
 - 2. Pitted,
 - 3. Medium size,
 - 4. Six (6) ten (10) pound cans per case,
 - 5. TESTING REQUIRED
 - b. Green;
 - 1. Grade A Fancy,

- 2. Pitted,
- 3. Pimento stuffed,
- 4. Four (4) one (1) gallon containers per caste,
- 5. TESTING REQUIRED
- 15. Pickles:
 - a. Dill;
 - 1. Grade A Fancy,
 - 2. Sliced, sour, for hamburgers,
 - 3. Four (4) one (1) gallon containers per case,
 - 4. Examples are Nifda, Pilgrim Farms, Capco, and Cates,
 - 5. TESTING REQUIRED
 - b. Kosher;
 - 1. Premium,
 - 2. Fresh packed,
 - 3. Spears,
 - 4. Six (6) ten (10) pound cans per case,
 - 5. TESTING REQUIRED
- 16. Relish:
 - a. Grade A Fancy;
 - b. Sweet;
 - c. Four (4) one (1) gallon containers per case;
 - d. TESTING REQUIRED
- 17. Vegetable Oil:
 - a. Winterized;
 - b. Six (6) one (1) gallon containers per case.
- 18. Shortening:
 - a. All purpose - Fifty pound cube.
 - b. Liquid
 - 1. For frying;
 - 2. Three (3) ten (10) quart or six (6) five (5) quart containers per case.
- 19. Vinegar:
 - a. Cider;
 - 1. Fifty-nine (59) percent grain,
 - 2. Five (5) percent acetic acid,
 - 3. Four (4) one (1) gallon containers per case.

20.00 CEREALS, CAKE MIXES, FLOUR and ETC.

- A. Cereals:
 - 1. Rolled Oats:
 - a. Quick cooking;
 - b. Eight (8) forty-two (42) ounce containers per case.
 - 2. Bulk:
 - a. Four (4) two (2) pound bags per case;
 - b. Examples are Rice Krispies, Kellogg's Corn Flakes, and Raisin Bran;
 - c. TESTING REQUIRED
 - 3. Sugar Smacks/Sugar Crisp (wheat):

- a. Self-serve package;
 - b. State packaging;
 - c. Example - Kellogg's;
 - d. TESTING REQUIRED
4. Sugar Frosted Flakes (corn):
 - a. Self-serve package;
 - b. Examples are General Mills, Corn Frosties, and Kellogg's;
 - c. TESTING REQUIRED
 5. Corn Flakes:
 - a. Self-serve package;
 - b. Example- Kellogg's;
 - c. TESTING REQUIRED
 6. Cocoa Krispies:
 - a. Self-serve package;
 - b. Example - Kellogg's;
 - c. TESTING REQUIRED
 7. Special K:
 - a. Self-serve package;
 - b. Example - Kellogg's;
 - c. TESTING REQUIRED
 8. Raisin Bran:
 - a. Self-serve package;
 - b. Example - Kellogg's;
 - c. TESTING REQUIRED
 9. Golden Grahams:
 - a. Self-serve bowl;
 - b. Example- General Mills;
 - c. TESTING REQUIRED
 10. Honey Nut Cherrios:
 - a. Self-serve bowl;
 - b. Example - General Mills;
 - c. TESTING REQUIRED
 11. Wheaties:
 - a. Self-serve bowl;
 - b. Examples- General Mills;
 - c. TESTING REQUIRED
- B. Cake Mixes:
1. Chocolate:
 - a. State packaging;
 - b. Examples are General Mills Devils Food Code #C416A and Golden Dipt/DCA;
 - c. TESTING REQUIRED
 2. Spice:
 - a. State packaging;
 - b. TESTING REQUIRED
 3. Ginger:
 - a. State packaging;

- b. TESTING REQUIRED
 4. White:
 - a. State packaging;
 - b. TESTING REQUIRED
 5. Yellow:
 - a. State packaging;
 - b. TESTING REQUIRED
- C. Cookie Cakes:
 1. Approximately one and one eighth (1 1/8) ounces each;
 2. Individually wrapped;
 3. Examples may include, but are not limited to the following:
 - a. Oatmeal,
 - b. Raisin,
 - c. Devils Food,
 - d. Apple Krunch Kake,
 - e. Coconut, and
 - f. Chocolate Chip.
- D. Biscuit Mix:
 1. Example - Martha White;
 2. Six (6) five (5) pound bags to a case;
 3. TESTING REQUIRED
- E. Breeding Mix:
 1. Grade A;
 2. Ten (10) five (5) pound bags to a case;
 3. TESTING REQUIRED
- F. Cornmeal:
 1. Grade A;
 2. Enriched;
 3. Ten (10) five (5) pound bags to a case.
- G. Flour:
 1. Hard wheat;
 2. Enriched;
 3. H&R;
 4. All purpose;
 5. Fifty (50) pound bags.
- H. Grits:
 1. Grade A;
 2. White Medium;
 3. Enriched
 4. Quick cooking;
 5. Ten (10) five (5) pound bags to a case.

- I. Cornbread Mix:
 - 1. Complete without sugar;
 - 2. State packaging.

- J. Pancake Mix:
 - 1. Grade A;
 - 2. Complete;
 - 3. Six (6) five (5) pound bags to a case;

- K. Macaroni:
 - 1. Elbow
 - 2. Medium number one (1) semolina;
 - 3. Twenty (20) pound box;
 - 4. One half (1/2) to two (2) percent egg white;
 - 5. Strong in gluten;
 - 6. Maximum moisture content not to exceed thirteen (13) percent;
 - 7. Salt content not to exceed two (2) percent;
 - 8. Creamy in color.

- L. Noodles:
 - 1. Chow Mein or Chinese;
 - a. Six (6) ten (10) pound containers per case;
 - b. TESTING REQUIRED
 - 2. Egg;
 - a. Medium size,
 - b. One quarter (1/4) inch wide,
 - c. Five (5) percent egg solids,
 - d. One hundred (100) percent semolina made from Durum Wheat;
 - e. Strong in gluten;
 - f. Salt content not to exceed two (2) percent;
 - g. Packaged in ten (10) pound containers.
 - 3. Lasagna;
 - a. Durum Wheat,
 - b. Strong in gluten,
 - c. Salt content not to exceed two (2) percent;
 - d. Packaged in ten (10) pound containers.

- M. Spaghetti:
 - 1. Number one (1) semolina made from hard Durum Wheat;
 - 2. Long;
 - 3. Maximum moisture content not to exceed two (2) percent;
 - 4. Packaged in ten (10) pound containers.

- N. Rice:
 - 1. Parboiled;
 - 2. Packaged in twenty (20) pound bags;

3. TESTING REQUIRED21.00 MISCELLANEOUS

- A. Baking Powder- Six (6) five (5) pound cans.
- B. Baking Soda- Twenty-four (24) one (1) pound cans.
- C. Cheese:
 - 1. Parmesan;
 - a. Grated;
 - b. One (1) pound shaker.
- D. Chocolate Bits:
 - 1. Semisweet;
 - 2. Mini chips;
 - 3. State packaging;
 - 4. Containers no larger than one (1) pound.
- E. Cocoa:
 - 1. Breakfast;
 - 2. Medium light;
 - 3. Twenty-three (23) percent butterfat; and Five (5) pound box only.
- F. Cornstarch:
 - 1. Grade A;
 - 2. Clear, pure, and refined;
 - 3. White;
 - 4. No lumps and free of foreign taste and odor;
 - 5. Packaged twenty-four (24) one (1) pound packages per case.
- G. Cream:
 - 1. Coffee;
 - 2. Powdered;
 - 3. Individual packages;
 - 4. One hundred (100) per case;
 - 5. TESTING REQUIRED
- H. Marshmallows.
 - 1. White;
 - 2. Mini;
 - 3. Packaged twenty-four (24) one (1) pound packages per case.
- I. Potato Chips:
 - 1. Plain;
 - 2. Four (4) one (1) pound packages per case.
- J. Tart Shells:
 - 1. Three (3) inch in foil containers;
 - 2. Regular pastry;

- 3. Packaged seventy-two (72) to a case.
- K. Taco Shells- Two hundred (200) to a case.
- L. Seasoned Croutons:
 - 1. Ten (10) pound box;
 - 2. TESTING REQUIRED
- M. Imitation Bacon Bits:
 - 1. Twenty (20) pound box;
 - 2. TESTING REQUIRED
- N. Coconut:
 - 1. Short shredded;
 - 2. Packaged in ten (10) pound pliofoam bags.
- O. Nacho Chips:
 - 1. Salted;
 - 2. Round;
 - 3. Maximum packaging is ten (10) pounds to a case.
- P. Topping:
 - 1. Powdered;
 - 2. Packaged in one (1) pound cans.
- Q. Saltines:
 - 1. Packaged two (2) or four (4) to a-pack;
 - 2. TESTING REQUIRED
- R. Salad Crackers:
 - 1. Packaged two (2) or four (4) to a pack;
 - 2. TESTING REQUIRED
- S. Graham Crackers:
 - 1. Packaged two (2) or four (4) to a pack;
 - 2. TESTING REQUIRED

ATTACHMENT "D"
FLORIDA MODEL JAIL STANDARDS
FOOD SERVICE

FLORIDA MODEL JAIL STANDARDS

Effective Date: 01/01/2017

CHAPTER 6 – FOOD

6.1 All aspects of food service operations and food catered from outside sources, including contract services, shall meet the minimum requirements of the Department of Health and Rehabilitative Services standards (Chapter 64E-11, Florida Administrative Code).

6.2 No employee or inmate shall work in any area of food service operations if he/she is known to have or suspected of having a communicable disease, open wounds or sores, or respiratory infections.*

6.3 Clean outer garments will be worn, and all inmates working in food service or delivery will maintain a high degree of personal cleanliness.

6.4 Food preparation will be by or supervised by an employee trained in culinary services and holding a Professional Food Manager certification as required by Rule 64E-11.012, Florida Administrative Code.

6.5 Inmates shall be given three substantial, wholesome, and nutritious meals daily. Not more than 14 hours may elapse between the evening meal and the morning meal. Hot meals shall be served at least once daily. Seasonal fruits and vegetables are recommended in menu planning. (This does not apply to extreme emergency situations; i.e., riots, fires, natural disasters, etc. or inmates assigned to outside work groups.) (See Appendix C Concerning Youth Detention Facilities)

6.6 Menus - The Recommended Dietary Allowances of the National Research Council - National Academy of Sciences shall serve as the standard for the preparation of menus and the evaluation of menus served. Menus shall be planned for not less than 28 days in advance and certified by a nutritionist or dietitian licensed by the State of Florida.

a. If a nutritionist/dietitian is not employed by the detention facility, nutritional advice will be obtained from a licensed nutritionist or dietitian from outside sources such as county health services, local schools, hospitals or a professional dietary service.

b. Modified diets shall be prepared for inmates when ordered by a physician or designee.*

c. Records of meals served shall be kept as a permanent file as described in (1.36) of these standards.

d. Food may not be withheld, nor the standard menu varied, as a disciplinary sanction or as a reward for an individual inmate.

e. Special management meals meeting the minimum daily nutrition requirement as approved by a physician or other qualified medical staff member may be substituted for regular meals in the event an inmate throws or otherwise misuses food, beverage, food utensils, food trays, etc. This includes utilizing trays, cups, or utensils to throw human waste or other substances.

f. Inmates shall receive additional caloric intake in excess of regular meals if approved by a nutritionist or similarly qualified person, as being reasonably necessary because of work or labor being performed by the inmate. Religious diets may be provided to inmates if required by their faith. (See Appendix C Concerning Youth Detention Facilities)

6.7 The Officer-in-Charge or designee shall inspect the food service area on a regular basis at least once a week, and shall make corrections on deficiencies found. The inspection of the food service area shall be recorded and maintained for not less than one (1) year.

6.8 All food supplies not in preparation are to be stored in a locked, clean, well-ventilated room, which is free from vermin.

6.9 A locked storage area separate from food supplies shall be provided for soaps, detergents, waxes, cleaning compounds, insect and rodent spray, and other poisons.*

6.10 The delivery of food to inmates in their quarters, day room or dining room shall be under the supervision of an employee. The serving of food shall be consistent with common sanitary measures. Trays shall not be placed on the floor or slid under a cell door. Inmates shall either be provided with single service cups or issued drinking cups. Inmates shall be provided an opportunity to clean or exchange the issued drinking cup once each day. Communal cups shall be prohibited.

6.11 All food service equipment will be of such material, design, workmanship or installation to permit full compliance with the provisions of these standards. The equipment shall be kept clean and in good repair at all times.

6.12 Inmates should be served in a common dining area or adjacent day room, if available, unless their security, classification, and/or adjustment would preclude such dining.

6.13 The Food Service Supervisor shall maintain a procedure to keep an accurate accounting of all culinary equipment, specifically, knives, sharps, etc.*

6.14 Items from food service such as mace, nutmeg, raisins, and other items, which may be used for manufacture of contraband beverages, will be the joint responsibility of the Food Service Supervisor and the Officer-in-Charge. They will be considered a control item, whose use will be governed by rule or regulation.

APPENDIX "E"

STATE OF FLORIDA

DEPARTMENT OF HEALTH

CHAPTER 64e-11, FLORIDA ADMINISTRATIVE CODE

FOOD HYGIENE

STATE OF FLORIDA
DEPARTMENT OF HEALTH
CHAPTER 64E-11, FLORIDA ADMINISTRATIVE CODE
FOOD HYGIENE

CHAPTER 64E-11 FOOD HYGIENE

- 64E-11.001 Food Hygiene - General.
- 64E-11.002 Definitions.
- 64E-11.003 Food Supplies.
- 64E-11.004 Food Protection.
- 64E-11.005 Personnel.
- 64E-11.006 Food Equipment and Utensils.
- 64E-11.007 Sanitary Facilities and Controls.
- 64E-11.008 Other Facilities and Operations.
- 64E-11.009 Temporary Food Service Events.
- 64E-11.010 Vending Machines.
- 64E-11.011 Procedure When Infection Is Suspected.
- 64E-11.012 Manager Certification.
- 64E-11.013 Certificates
and Fees.
- 64E-11.014 Mobile Food
Units.

64E-11.001 Food Hygiene - General.

This rule prescribes minimum sanitary practices and other regulatory standards relating to food service establishments and theaters serving food or drink to the public, as defined by this rule.

- (1) All food operations occurring at the physical facilities defined by Section 381.0072, F.S., will be solely regulated by this chapter.
- (2) All food operations occurring at temporary food service events and vending machines dispensing potentially hazardous foods or prepared meals at facilities defined as food service establishments by Section 381.0072, F.S., will be regulated by this chapter.
- (3) Food operations occurring at facilities or premises other than what is defined in Section 381.0072, F.S., are not regulated by this chapter.

Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History—New 1-1-77, Formerly 10D-13.21, Amended 2-21-91, Retained here and Transferred to 7C-4.008, Amended 6-1-93, 8-28-96, Formerly 10D-13.021.

64E-11.002 Definitions.

- (1) "Adulterated" – Food shall be considered to be adulterated:
 - (a) If it bears or contains any poisonous or deleterious substance which may render it injurious to health; but in case the substance is not an added substance such food shall

not be considered adulterated under this clause if the quantity of such substance in such food does not ordinarily render it injurious to health; or

(b) If it bears or contains any added poisonous or added deleterious substance, other than one which is a pesticide chemical in or on a raw agricultural commodity, which in or on the raw agricultural commodity has been removed to the extent possible in good manufacturing practice, and the concentration of such residue in the processed food when ready to eat, is not greater than the tolerance prescribed for the raw agricultural commodity; or

(c) If it consists in whole or in part of a diseased, contaminated, filthy, putrid, or decomposed substance, which renders it unfit for consumption; or

(d) If it has been produced, prepared, packed or held under insanitary conditions whereby it may become contaminated with filth, or whereby it may have been rendered diseased, unwholesome, or injurious to health; or

(e) If it is the product of a diseased animal, an animal which has died otherwise than by slaughter, or an animal that has been fed the uncooked offal from a slaughter house, or from other food establishments; or

(f) If its container is composed, in whole or in part, of any poisonous or deleterious substance which may render the contents injurious to health.

(2) "Air gap" – The unobstructed vertical distance, through the free atmosphere, between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the flood-level rim of the receptacle, or the lowest opening from any waste outlet pipe and the flood-level rim of the receptacle.

(3) "Air Curtain" – A mechanical device which produces a controlled plane of moving air at a minimum velocity of 500 feet per minute across the opening protected and directed so as to prevent the entrance of flying insects and other airborne contaminants.

(4) "Bars and lounges" – A facility which possesses a consumption on premises alcoholic beverage license from the Division of Alcoholic Beverages & Tobacco; where food service is limited to:

(a) The preparation of drinks; or

(b) The service of non-potentially hazardous snack foods (such as, chips, popcorn and pretzels); or (c) The service of potentially hazardous foods and no preparation of potentially hazardous food occurs.

(6) "Caterer" – A food service establishment listed under Section 381.0072, F.S. that prepares food at one location for delivery to and individual portion service at another location.

(7) "Civic" – Any organization, excluding Division of Blind Services, offering food service to the public; and

(a) Possesses tax exempt status under 26 U.S.C. section 501(c) (4); or

(b) Which has a chartered body of citizens, recognized by a municipality, whether for profit or not, that operates primarily to further the common good and general welfare of the people of the community.

- (8) "Commissary" – A food service establishment or any other commercial establishment where food, containers, or supplies are stored, prepared, or packaged, or where utensils are sanitized for transit to, and sale or service at, other locations.
- (9) "Comminuted" – Fish or meat products that are reduced in size and restructured or reformulated such as gefilte fish, gyros, ground beef, and sausage; and a mixture of two or more types of meat that have been reduced in size and combined, such as sausages made from two or more meats.
- (10) "Corrosion-resistant" – Those materials which maintain their original surface characteristics under prolonged influence of the food to be contacted, the normal use of cleaning compounds and sanitizing solutions, and other conditions-of-use environment.
- (11) "Easily cleanable" – Surfaces that are readily accessible and of such material, finish and so fabricated that residue may be effectively removed by normal cleaning methods.
- (12) "Easily movable" – Small equipment weighing 30 pounds or less; or mounted on casters, or provided with mechanical means of safely tilting for cleaning purposes; and has no utility connection, or has a utility connection that disconnects quickly, or has a flexible utility connection line of sufficient length to permit the equipment to be moved for cleaning of the area.
- (13) "Employee" – Any person working in or for a food service establishment who engages in food preparation or service, who transports food or food containers, or who comes in contact with any utensil or equipment.
- (14) "Equipment" – All stoves, ranges, hoods, meatblocks, tables, counters, cabinets, refrigerators, freezers, sinks, dishwashing machines, steam tables and similar items, other than utensils, used in the operation of a food service establishment.
- (15) "Extensively remodeled" – For the purpose of this chapter, the term extensively remodeled means structural changes to an existing establishment which costs in excess of 50 percent of the assessed value of the facility as determined by the county property appraiser.
- (16) "Fixed food establishment" – A food service establishment which operates at a specific location and is connected to electrical, water, and sewage disposal systems.
- (17) "Food" – Any raw, cooked or processed edible substance, ice, beverage or ingredient used or intended for use in whole, or in part, for human consumption.
- (18) "Food-contact surfaces" – Surfaces of equipment and utensils with which food normally comes in contact, and those surfaces from which food may drain, drip or splash back onto surfaces normally in contact with food.
- (19) "Food preparation" – The manipulation of foods intended for human consumption by such means as washing, slicing, peeling, chipping, shucking, scooping, and/or portioning. The term also includes those activities involving temperature changes, combining ingredients, opening ready-to-eat food packages, or any other activity causing physical or chemical alterations in the food.
- (20) "Fraternal" – An organization primarily operating for social, intellectual, educational, charitable, benevolent, moral, fraternal, patriotic, or religious purposes for the benefit of its members, that offers food service to its members or the public at their facility, and possess a charter.

(21)“Garbage” – Food waste generated on premises that is not disposed of through the sewage disposal system. The term also includes solid waste such as discarded containers or wrappers that are contaminated with food waste.

(22)“Guest” – As it relates to churches, synagogues, or other not-for-profit religious organizations, an individual who is not a member of the religious organization; and

(a) Who does not regularly attend non-food service events at the religious organization; and

(b) Whose participation in a food service event is not contingent upon attending non-food service activities of the religious organization; and

(c) Who receives food service without cost or donation, excluding bake sales that are limited to non-potentially hazardous baked goods.

(d) This term does not include patrons of a soup kitchen or similar operation.

(23)“HACCP Plan” – A written document that delineates the formal procedures for following the Hazard Analysis Critical Control Point principles developed by the National Advisory Committee on Microbiological Criteria for Foods.

(24)“Hermetically sealed container” – A container designed and intended to be secure against the entry of microorganisms to maintain the commercial sterility of its contents after processing.

(25)“Highly susceptible population” – A group of persons who are more likely than other populations to experience foodborne disease because they are immunocompromised or older adults institutionalized or preschool age children in custodial care.

(26)“Hot water” – For the purposes of this chapter, hot water means a water temperature of 100 degrees Fahrenheit or above.

(27)“Indirect waste connection” – An indirect waste connection is a liquid waste pipe that is connected with the sewerage system through an air gap or air break.

(28)“Institution” – A place that provides food service as that term is defined in Section 381.0072, F.S., established and operated to provide: care for persons who are destitute, disabled, mentally ill, or incarceration of prisoners and inmates; medical care or treatment; or education. Examples of such places include state mental health facilities, substance abuse treatment facilities, jails or prisons, hospitals, schools, colleges and universities.

(29)“Kitchenware” – All multi-use utensils other than tableware.

(30)“Limited food service establishment” – Any establishment with a food service operation, so limited by the type and quantity of foods prepared and the equipment utilized, that it poses a lesser degree of risk to the public’s health, and, for the purpose of fees, requires less time to monitor. The term includes small seasonally operated concessions stands at schools, satellite kitchen s that dispense catered meals and similar facilities.

(31)“Manager” – An individual who has direct authority, control or supervision over employees engaged in the storage, preparation, display and serving of food to the public.

(32)“Misbranded” – Food shall be considered to be misbranded:

(a) If in packaged form it lacks a label containing the name and place of business of the manufacturer, packer, or distributor; or an accurate statement of the contents; or

(b) If it is offered for sale under the name of another food; or

(c) If it purports to be or is represented as a food for which a definition and standard of identity has been prescribed and it is not.

(33)“Mobile food unit” – Any food service unit which is self-propelled or otherwise moveable from place to place and is self-sufficient for utilities, such as gas, water, electricity and liquid waste disposal, whose commissary is a DOH regulated food service establishment.

(34)“Other Food Service” – Any food service establishment located at or operated by a church, synagogue, or other not for profit religious organization that advertises food or drink for public consumption, an adult day care center, or a prescribed pediatric extended care center. The term also includes any other food service operation that has not been defined elsewhere in this chapter, but is located on the premises of an establishment regulated by the department under Section 381.0072, F.S. Examples include restaurants, delicatessens, establishments that primarily prepare and serve nonalcoholic beverages such as coffee and smoothies, and retail food stores that provide food service, but which are not licensed under Chapter 500 or 509, F.S.

(35)“Perishable food” – Any food of such type or in such condition as may spoil; provided, that foods which are in hermetically sealed containers processed by heat or other means to prevent spoilage and properly packaged, dehydrated, dry or powdered foods so low in moisture content as to retard development of microorganisms shall not be considered readily perishable.

(36)“Plumbing authority” – The local governing body, such as a county or city building inspection department which has adopted a plumbing code and has authority to interpret, inspect, and provide enforcement of plumbing standards.

(37)“Potentially hazardous food” – Any perishable food which consists in whole or in part of milk or milk products, eggs, meat, poultry, fish, shellfish, edible crustacea, or other ingredients, including synthetic ingredients, in a form:

(a) Capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms; or

(b) Capable of supporting the slower growth of *Clostridium botulinum*.

(c) The term “potentially hazardous food” does not include foods which have a pH level of 4.6 or below or a water activity (Aw) value of 0.85 or less, or air-cooled hard-boiled eggs with the shell intact.

(38)“Premises” – The physical food service establishment and the contiguous land or property under the control of the manager, operator or owner.

(39)“Product thermometer” – A thermometer, thermocouple, thermistor or other device that when inserted into food indicates the temperature of the food. This term does not include non-product ambient temperature sensing devices.

(40)“Ready-to-eat food” – Food that is in a form that is edible without washing, cooking, or additional preparation by the establishment or the consumer and that is reasonably expected to be consumed in that form. This includes:

(a) Unpackaged potentially hazardous food that is cooked to the temperature and time required for the specific food under Rule 64E-11.004, F.A.C.;

(b) Raw, washed, cut fruits and vegetables;

- (c) Whole, raw, fruits and vegetables that are presented for consumption without the need for further washing, such as at a buffet; and
- (d) Other food presented for consumption for which further washing or cooking is not required and from which rinds, peels, husks, or shells are removed.
- (41)“Reconstitute” – The recombination of dehydrated food products with potable water or other suitable liquids.
- (42)“Residential Facility” – A food service establishment located at a community based residential facility as defined in Chapter 64E-12, F.A.C. For the purpose of issuing sanitation certificates and charging fees, this term does not apply to establishments that are residential in nature, but which are already specifically categorized in Section 381.0072, F.S., or this rule, such as hospitals, nursing homes, and detention facilities; nor does the term apply to public lodging establishments licensed under Chapter 509, F.S.
- (43)“Sanitation Certificate” – A license issued by the department to operate a food service establishment.
- (44)“Safe materials” – Articles manufactured from or composed of materials that may not be expected to result, directly or indirectly, in their becoming a component or otherwise affecting the characteristics of any food.
- (45)“Sanitize” – The effective treatment of clean surfaces of equipment and utensils by an approved process which provides enough accumulative heat or concentration of chemicals for enough time that when evaluated for efficacy, yields a reduction of 5 logs, which is equal to a 99.999% reduction of representative disease microorganisms of public health importance.
- (46)“Snack” – A commercially pre-packaged non-potentially hazardous ready-to-eat-food item that is wrapped for individual consumption.
- (47)“Sealed” – Free of cracks or other junctures or openings which permit the entry or passage of moisture.
- (48)“Single-service articles” – Any cups, containers, closures, plates, straws, place mats, napkins, doilies, spoons, stirrers, paddles, knives, forks, wrapping materials and all similar articles which are constructed wholly or in part from paper, paperboard, molded pulp, foil, wood, plastic, synthetic or other readily destructible materials, and which are intended by the manufacturers to be for one-time, one-person use, then to be discarded.
- (49)“Tableware” – Multi-use eating and drinking utensils.
- (50)“Temporary food service event” – Any event offering food service on the premises of a food service establishment approved by the department. These events are at a fixed location for a temporary period of time not to exceed any combination of 18 days within a calendar year and in conjunction with a single event or celebration.
- (51)“Theater” – A facility that shows motion pictures and offers food for consumption that is customarily served to the admittees of such theaters, such as popcorn, hot dogs, soft drinks, nachos and cheese, and pre-packaged snack items.
- (52)“Utensils” – Implements such as pots, pans, ladles or food containers used in the preparation, storage, transportation or serving of food.

(53)“Vending machine” – Any self-service device which, upon insertion of coin or token, or by any other means, dispenses unit servings of food or beverage, either in bulk or in package, without the necessity of replenishing the device between each operation.

(54)“Wholesome” – Food which is in sound condition, clean, free from adulteration and otherwise suitable for human consumption.

Rulemaking Authority 381.0072 FS. Law Implemented 381.0072 FS. History–New 1-1-77, Amended 1-6-81, Formerly 10D-13.22, Amended 221-91, 5-12-92, Retained here and Transferred to 7C-4.009, Amended 6-1-93, 11-30-93, 8-28-96, Formerly 10D-13.022, Amended 3-15-98, 714-03, 4-1-09.

64E-11.003 Food Supplies.

(1) Food received or used in food service establishments shall be from sources approved or considered satisfactory by the department and shall be clean, wholesome, free from spoilage, adulteration and misbranding, and safe for human consumption. It shall have been prepared, processed, handled, packaged, transported and stored in a sanitary manner so as to be protected from contamination and spoilage.

(2) Milk and milk products, including fluid milk, other fluid dairy products and manufactured milk products shall meet the standards of quality established for such products by applicable state laws and rules. Only pasteurized milk and milk products shall be used or served. Reconstituted dry milk and dry milk products may be used for cooking, baking, or fortification purposes. Nondairy creaming, whitening or whipping agents may be reconstituted on the premises.

(3) Frozen desserts and frozen dessert mixes shall not exceed a standard plate count of 50,000 per gram nor a coliform count of 10 per gram. The standard plate count does not apply to cultured products. Frozen dessert mixes reconstituted for use in a food establishment shall be pasteurized before use.

(4) Shellfish, including oysters, clams, and mussels, shall be obtained from food establishments that are licensed under a Federal or State Food Regulatory Program. The shipper's name shall be on the current list of state certified shippers issued by the U.S. Food and Drug Administration. Shell stock containers shall be identified with an official attached tag giving the name and certificate number of the original shell stock shipper. Shucked oysters, clams or mussels shall be packed in non-returnable containers identified with the name and address of the packer or repacker, preceded by the abbreviated name of the state. Shucked shellfish shall be kept in the original container until used. Records shall be maintained by the food establishment that show the names and addresses of all persons from whom shellfish are received, date of receipt and quantity. Such records shall be open to inspection by the department and shall be maintained on site for a period of not less than 90 days after purchase.

(5) Meat and meat products received or used in a food service establishment shall be identified as having been officially inspected for wholesomeness and sanitation by a federal or state regulatory program.

- (6) Only clean eggs with shells intact and without cracks or checks, pasteurized liquid, frozen or dry eggs or pasteurized dry egg products shall be used in the establishment; except that hard boiled, peeled eggs, commercially prepared and packaged may be used. Pasteurized liquid, frozen, or dry eggs or egg products shall be substituted for shell eggs in the preparation of:
- (a) Recipes calling for uncooked eggs, such as Caesar salad, hollandaise or béarnaise sauce, noncommercial mayonnaise, eggnog, ice cream, and egg-fortified beverages; and
 - (b) Eggs for a highly susceptible population if the eggs are broken, combined in a container, and not cooked immediately or if the eggs are held before service following cooking.
- (7) All packaged foods, including those packaged in hermetically sealed containers, shall have been processed and packaged in approved commercial food processing establishments.
- (8) Food containers and packaged foods received and stored at food service establishments shall be in a condition which maintains the safety and integrity of the contents.
- (9) Food prepared in a private home shall not be used, sold, or offered to the public by a food service establishment or theater.

Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History—New 1-1-77, Amended 1-6-81, Formerly 10D-13.23, Amended 2-21-91, Retained here and Transferred to 7C-4.010, Amended 6-1-93, 8-28-96, Formerly 10D-13.023, Amended 3-15-98, 7-14-03.

64E-11.004 Food Protection.

- (1) Food while being transported, stored, prepared, displayed, served or sold at a food service establishment shall be protected from dust, flies, rodents or other vermin, toxic materials, unclean equipment and utensils, unnecessary handling, coughs and sneezes, flooding by sewage, overhead leakage and all other sources of contamination. Different types of raw animal products such as beef, fish, lamb, pork or poultry shall be separated during storage and processing by use of different containers, partitions, shelves, or by cleaning and sanitizing the equipment between product uses. Raw food products shall be physically separated from ready-to-eat food products during display or storage by storing the raw products below ready-to-eat food products or using other approved methods.
- (2) Perishable food shall be stored at such temperatures as will protect against spoilage. All potentially hazardous food shall be kept at safe temperatures, 41 degrees Fahrenheit or below and 140 degrees Fahrenheit or above, except during necessary periods of preparation and service.
- (3) Potentially hazardous foods which are to be served without further cooking, such as ham salad, chicken salad, egg salad, shrimp salad, lobster salad, tuna salad, potato salad and other mixed foods containing potentially hazardous ingredients or dressings shall be prepared from chilled products with a minimum of manual contact. The surfaces of

containers and the utensils used for preparation and subsequent storage shall have been effectively cleaned and sanitized immediately prior to use. Potentially hazardous food requiring refrigeration after preparation shall be rapidly cooled to an internal temperature of 41 degrees Fahrenheit or below. The cooling period shall not exceed four hours. Potentially hazardous foods of large volume or prepared in large quantities shall be rapidly cooled, utilizing one or more of the following methods based on the type of food being cooled:

- (a) Placing the food in shallow pans;
 - (b) Separating the food into smaller or thinner portions;
 - (c) Using rapid cooling equipment;
 - (d) Stirring the food in a container placed in an ice water bath;
 - (e) Using containers that facilitate heat transfer;
 - (f) Adding ice as an ingredient;
 - (g) Other effective methods approved by the department.
- (4) Frozen potentially hazardous food shall be thawed:
- (a) In refrigerated units at a temperature not to exceed 41 degrees Fahrenheit; or
 - (b) Under cold potable running water with sufficient water velocity to agitate and float off loosened food particles into the overflow:
 - 1. For a period of time that does not allow thawed portions of ready-to-eat food to rise above 41°F; or
 - 2. For a period of time that does not allow thawed portions of a raw animal food requiring cooking to be above 41°F for more than 4 hours including the time the food is exposed to the running water and the time needed for preparation for cooking; or
 - (c) In a microwave oven; or
 - (d) As part of the conventional cooking process.
- (5) Raw, unprocessed fruits and vegetables shall be thoroughly washed in potable water to remove any existing contaminants before being cut, combined with other ingredients, cooked, or served.
- (6) Comminuted meat (such as hamburger) products shall be thoroughly cooked to heat all parts of the meat to a minimum temperature of 155 degrees Fahrenheit for at least 15 seconds.
- (7) Stuffings, poultry, stuffed meats and stuffed poultry shall be heated throughout to a minimum temperature of 165 degrees Fahrenheit for at least 15 seconds.
- (8) Raw animal products such as eggs, fish, lamb, pork or beef, except roast beef, and foods containing these raw ingredients, shall be cooked to an internal temperature of 145 degrees Fahrenheit or above for at least 15 seconds, except that upon request of the consumer, animal products which have not been cooked as above may be offered for consumption. Fresh, frozen, or canned fruits and vegetables that are cooked for hot holding shall be cooked to a minimum temperature of 140 degrees Fahrenheit.
- (9) Roast beef and corned beef shall be cooked to an internal temperature and held for the corresponding amount of time specified in Table 1.

Table 1 Minimum Holding Times Required at Specified Temperatures for Cooking all Parts of Roasts of Beef and Corned Beef.

Temperature °F	Time minutes
130	121
132	77
134	47
136	32
138	19
140	12
142	8
144	5
145	3

- (10) Microwave Cooking. Raw animal food cooked in a microwave oven shall be:
 - (a) Rotated or stirred throughout or midway during cooking to compensate for uneven distribution of heat;
 - (b) Covered to retain surface moisture;
 - (c) Heated to a temperature of at least 165°F throughout all parts of the food; and
 - (d) Allowed to stand covered for 2 minutes after cooking to obtain temperature equilibrium.
- (11) The temperature requirements of this section do not apply if the department grants a variance from this section, pursuant to Section 120.542, F.S., based on a HACCP plan that:
 - (a) Is submitted by the certificate holder and approved by the department;
 - (b) Documents scientific data or other information that shows that a lesser time and temperature regimen results in a safe food; and
 - (c) Verifies that equipment and procedures for food preparation and training of food employees at the establishment meet the conditions of the variance.
- (12) Food shall be prepared with the least possible manual contact, with suitable utensils, and on surfaces that prior to use have been cleaned, rinsed and sanitized to prevent cross contamination. Potentially hazardous foods that have been cooked and then refrigerated shall be reheated rapidly to a minimum of 165 degrees Fahrenheit for 15 seconds throughout all parts of the food, or if reheated in a microwave, shall meet the requirements for microwave cooking in subsection 64E-11.004(10), F.A.C., before being served or before being placed in a hot food storage equipment. Remaining un-sliced portions of roast beef and corned beef that are cooked as specified in subsection (8) shall be reheated for hot holding using the requirements of subsection (8). Ready-to eat food taken from a commercially processed, hermetically sealed container, or from an intact package from a

food processing plant, shall be heated to a temperature of a least 140 degrees Fahrenheit. Precooked, pre-packaged food from approved sources shall be exempt from this rapid reheating requirement when the food is initially removed from the original package, prepared for service, and not cooked for hot holding. Steam tables, bainmaries, warmers and similar hot food holding equipment are prohibited for the rapid reheating of potentially hazardous foods.

(13) Food, whether raw or prepared, if removed from the container or package in which it was obtained, shall be stored in a clean covered container except during necessary periods of preparation or service. Container covers shall be impervious and nonabsorbent, except that linens or napkins may be used for lining or covering bread or roll serving containers. Solid cuts of meat shall be protected by being covered in storage, except that quarters or sides of meat may be hung uncovered on clean sanitized hooks if no food product is stored beneath the meat. Food and containers of food shall not be stored under exposed or unprotected sewer lines or water lines, except for automatic fire protection sprinkler heads that may be required by fire safety rules. The storage of food in toilet rooms, locker rooms, dressing rooms, garbage rooms, or vestibules is prohibited. Unless its identity is unmistakable, bulk food such as cooking oil, syrup, salt, sugar or flour not stored in the product container or package in which it was obtained, shall be stored in a container identifying the food by common name. Food not subject to further washing or cooking before serving shall be stored in a way that protects it against cross contamination from food requiring washing or cooking. Packaged food shall not be stored in contact with water or undrained ice. Food shall be stored a minimum of 6 inches above the floor, on clean shelves, racks, dollies or other clean surfaces in such a manner as to be protected from splash and other contamination provided that:

- (a) Metal pressurized beverage containers and cased food packaged in cans, glass or other waterproof containers need not be elevated when the food container is not exposed to floor moisture; or
 - (b) Racks and dollies used for food storage are easily movable.
- (14) Potentially hazardous food, date marking requirements.
- (a) Refrigerated, ready-to-eat, potentially hazardous food prepared and held for more than 24 hours in a facility shall be clearly marked with the date of preparation.
 - (b) Except as specified in paragraph (d) of this section, a container of refrigerated, ready-to-eat, potentially hazardous food prepared and packaged by another food service establishment shall be marked to indicate the date, as specified under subsection 64E-11.004(15), F.A.C., by which food shall be sold or served.
 - (c) When ready to eat, potentially hazardous food specified in paragraphs 64E-11.004(14)(a) and (b), F.A.C., is to be subsequently frozen, in addition to the date of preparation, the food shall comply with the following:
 - 1. Prior to the food being placed into the freezer, the container must be clearly marked to indicate the date of freezing; and

2. The container must be clearly marked to indicate that the food shall be consumed within 24 hours of thawing and shall be exempted from paragraphs (15)(a) and (b) of this subsection; or
 3. When the food is removed from the freezer, the container must be clearly marked to indicate the date of thawing. (d) Paragraphs (b) and (c) of this section does not apply to:
 1. Cured meats and aged cheese; and
 2. Individual meal portions served or repackaged for sale from a bulk container upon a consumer's request.
- (15) Ready-to-eat, potentially hazardous food, disposition.
- (a) Refrigerated, ready-to-eat, potentially hazardous food specified in paragraphs 64E-11.004(14)(a) and (c), F.A.C., shall be discarded if not sold or served within 7 calendar days from the date of preparation, excluding the time that the product is frozen;
 - (b) An ingredient or a container of refrigerated, ready-to-eat, potentially hazardous food specified in paragraph 64E11.004 (14) (b), F.A.C., shall be discarded if not sold or served within 7 calendar days, excluding the time that the product is frozen, after the original package is opened or by the manufacturer's "sell by" or "use by" date, whichever occurs first, if the manufacturer determined the date based on food safety.
 - (c) Ready-to-eat, potentially hazardous food specified in subparagraph 64E-11.004(14) (c) 2. F.A.C., shall be discarded if not consumed within 24 hours after thawing.
 - (d) Food specified under subsection 64E-11.004(14), F.A.C., shall:
 1. Not be frozen if the food has exceeded the requirements of subsection 64E- 11.004(2) or (3), F.A.C.;
 2. Not be frozen and subsequently thawed more than once;
 3. Be discarded if it is in a container or package that does not bear a date or is inappropriately marked with a date that exceeds the time frame specified in subsection 64E-11.004(15), F.A.C.
 - (e) A refrigerated, potentially hazardous, ready-to-eat food ingredient or a portion of a refrigerated, potentially hazardous, ready-to-eat food that is subsequently combined with additional ingredients or portions of food shall retain the date marking of the earliest or first-prepared ingredient or portion and shall be discarded as specified under subsection 64E-11.004(15), F.A.C.
- (16) All food shall be displayed and served in such a manner as to minimize contamination. To avoid unnecessary manual contact with food, suitable dispensing utensils shall be used by employees or provided to consumers who serve themselves. Clean plates are to be made available to customers for subsequent helpings at buffets or similar type operations. It shall be the responsibility of the manager or a designee to inform customers that clean plates are available for subsequent helpings. During pauses in food preparation or dispensing, food preparation and dispensing utensils shall be stored:

- (a) In the food, including food within containers such as bins of sugar or flour, with the dispensing utensil handle extended out of the food; or
 - (b) Clean and dry; or
 - (c) In running water of sufficient velocity to flush particulates to the drain, if used with moist food such as ice cream or mashed potatoes; or
 - (d) In hot water wells that maintain the temperature of the water at or above 140 degrees Fahrenheit and that are cleaned frequently at scheduled intervals throughout the day.
 - (e) Ice-dispensing utensils shall be stored on a clean surface or in the ice with the dispensing utensil's handle extended out of the ice. Between uses, ice transfer utensils shall be stored in a way that protects the utensils from contamination.
- (17) Sugar, condiments, seasonings or dressings intended for self-service use shall be provided only in individual packages or from dispensers that protect their contents. Nondairy creaming or whitening agents shall be provided in an individual service container, protected pour-type pitcher, or drawn from a refrigerated dispenser designed for such service.
- (18) Individual portions of food once served to a customer shall not be served again, except those packaged foods, other than potentially hazardous foods, which remain in their undamaged original packaging and which are still wholesome may be re-served.
- (19) Ice obtained from outside the food service establishment shall be from an approved source and shall be handled, transported and stored in a sanitary manner. Ice for consumer use shall be dispensed only with scoops, tongs or other ice dispensing utensils or through automatic self-service ice-dispensing equipment. Ice-dispensing utensils shall be stored on a clean surface or in the ice with the dispensing utensil's handle extended out of the ice. Between uses, ice transfer utensils shall be stored in a way that protects the utensils from contamination. Ice storage bins shall be drained through an air gap in accordance with the provisions of the applicable plumbing authority. Ice used for cooling stored food and food containers shall not be used for human consumption, except that such ice may be used for cooling tubes conveying beverages or beverage ingredients to a dispenser head.
- (20) Food while being transported between food service establishments or while being transported from a food service establishment to another location shall be in covered containers or otherwise wrapped or packaged to ensure protection from contamination. Potentially hazardous foods shall be kept at safe temperatures during all periods of transportation and delivery. Food utensils shall be completely wrapped or packaged to protect them from contamination.
- (21) No poisonous or toxic materials shall be present in food service establishments except those used for maintaining the establishment, cleaning and sanitizing equipment and utensils, and controlling insects and rodents.
- (a) Containers of poisonous or toxic materials shall be prominently and distinctly labeled for easy identification of contents.
 - (b) Poisonous or toxic materials shall be stored separate from food, food equipment, utensils, or single-service articles.

- (c) The use of sanitizers, cleaning compounds or other compounds intended for use on food-contact surfaces shall not leave a toxic residue on such surfaces or constitute a hazard to employees or consumers.
- (d) Poisonous or toxic materials shall not be used in a way that contaminates food, equipment, or utensils, nor in any way that constitutes a hazard to employees or other persons, nor in a way other than in full compliance with the manufacturer's labeling.
- (e) First-aid supplies and personal medications shall be stored in a way which prevents their contaminating food or food contact surfaces.
- (f) Sanitizers, detergents, or other cleaning compounds shall be stored separately from insecticides, rodenticides and other poisonous or toxic materials using methods such as different storage cabinets or separate areas of a room.

(22) In the event of an emergency occurrence such as a fire, flood, power outage or similar event that might result in the contamination of food, or that might prevent potentially hazardous food from being held at safe temperatures, 41 degrees Fahrenheit or below and 140 degrees Fahrenheit or above, the person in charge shall immediately notify the department.

Specific Authority 381.0072 FS. Law Implemented 120.542, 381.0072 FS. History—New 1-1-77, Amended 1-6-81, Formerly 10D-13.24, Amended 2-21-91, 5-12-92, Retained here and Transferred to 7C-4.011, Amended 6-1-93, 8-28-96, Formerly 10D-13.024, Amended 3-15-98, 7-14-03.

64E-11.005 Personnel.

(1) Health and disease control – No person while affected with any disease in a communicable form or while a carrier of such disease or while afflicted with boils, infected wounds, sores or an acute respiratory infection shall work in any area of a food service establishment in any capacity in which there is a likelihood of such person contaminating food or food-contact surfaces with pathogenic organisms, or transmitting disease to other individuals and no person known or suspected of being affected with any such disease or condition shall be employed in such an area or capacity. If the management of the food service establishment has reason to suspect that an employee has contracted any disease in a communicable form or has become a carrier of such disease that can be transmitted by normal food service operation, the department shall be notified immediately. Both management and employee shall be responsible for compliance with the requirements of this section.

(2) Cleanliness – The outer clothing of all employees shall be clean. Employees shall maintain a high degree of personal cleanliness during all periods of duty. All persons involved with food preparation or food storage, or who come in contact with utensils or other food-contact services, shall comply with paragraphs (a) through (f).

- (a) Hairnets, headbands, caps or other effective hair restraints shall be worn to keep hair from food and food-contact surfaces.

- (b) Keep their fingernails trimmed, filed, and maintained so the edges and surfaces are cleanable and not rough. Fingernails exceeding one-eighth inch beyond the nail bed shall not be considered trimmed and must comply with paragraph (c) of this subsection.
 - (c) Not wear fingernail polish or artificial fingernails when working with exposed food or unwrapped utensils unless wearing intact gloves in good repair.
 - (d) Except as specified in paragraph (f) of this section, shall not eat or drink in food storage and preparation areas, or in areas containing exposed food or unwrapped utensils, or where utensils are cleaned or stored.
 - (e) Not wear jewelry on their arms and hands while preparing food. This does not apply to a single plain ring such as a wedding band.
 - (f) Be allowed to drink from a beverage container with a tight fitting lid, if the container is handled to prevent contamination of the employees' hands, the container or unwrapped single-service article; and exposed food, clean equipment, utensils, and linens.
- (3) Tobacco – Employees shall not smoke or use tobacco in any form while engaged in the preparation or service of food or while handling any utensils or equipment. Smoking shall not be permitted in food storage and preparation areas or in areas where utensils are cleaned or stored.
- (4) Other practices – Spoons, knives and forks shall be picked up and touched only by their handles. Cups, glasses and bowls shall be handled so that fingers or thumbs do not contact inside surfaces or lip-contact outer surfaces.
- (5) Handwashing – Employees shall wash their hands and exposed portions of their arms at designated handwashing facilities at the following times:
- (a) After touching bare human body parts other than clean hands and clean, exposed portions of arms;
 - (b) After using the toilet room;
 - (c) After caring for or handling support animals as allowed under subsection 64E-11.008(8), F.A.C.;
 - (d) After coughing, sneezing, using a handkerchief or disposable tissue, using tobacco, eating, or drinking (except as noted in paragraph (2)(f) of this section);
 - (e) Immediately before engaging in food preparation including working with exposed food, clean equipment and utensils, and unwrapped single-service and single-use articles;
 - (f) During food preparation, as often as necessary to remove soil and contamination and prevent cross contamination when changing tasks;
 - (g) When switching between working with raw foods and working with ready-to-eat foods; and
 - (h) After engaging in other activities that contaminate the hands.
- (6) Other – Infants and children shall not be permitted in food preparation areas. Only authorized individuals, necessary for the operation of the food service establishment, or

as part of an organized educational event, shall be allowed in the food preparation or utensil washing areas.

Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History—New 1-1-77, Amended 1-6-81, Formerly 10D-13.25, Amended 2-21-91, 5-12-92, Retained here and Transferred to 7C-4.012, Amended 6-1-93, Formerly 10D-13.025, Amended 3-15-98, 7-14-03.

64E-11.006 Food Equipment and Utensils.

(1) Equipment and facilities provided – Every food service establishment shall be provided with equipment and utensils so designed, constructed, located, installed, maintained and operated as to permit full compliance with the provisions of this chapter. Equipment that is certified or classified for sanitation in accordance with American National Standards Institute/National Sanitation Foundation (ANSI/NSF) standards (Standard 2, July 1, 2002; Standard 3, July 1, 2001; Standard 4, April 26, 2002; Standard 6, December 6, 2002; Standard 7, April 1, 2001; Standard 8, December 26, 2002; Standard 12, November 1, 1992; Standard 13, August 1, 2001; Standard 18, August 29, 1996; Standard 20, July 1, 2000; Standard 25, December 26, 2002; Standard 29, November 1, 1990; Standard 36, January 1, 2002; Standard 37, April 26, 2002; Standard 51, June 14, 2002; and Standard 59, December 26, 2002) by an ANSI accredited program, will be deemed to comply with this section. The following equipment and facilities shall be provided where applicable to the operations conducted:

- (a) Conveniently located refrigeration facilities and hot food storage and display facilities of capacity adequate to maintain all potentially hazardous foods at safe temperatures during all storage, preparation, display and serving operations. Where temperature requirements must be met, food storage facilities shall be provided with controls which ensure the maintenance of such temperatures. Each facility used for the storage of potentially hazardous foods shall be provided with a digital or numerically scaled indicating thermometer accurate to plus or minus 3 degrees Fahrenheit, located in the warmest or coldest part of the facility as may be applicable and of such type and so situated that the temperature can be easily and readily observed. Recording thermometers, accurate to plus or minus 3 degrees Fahrenheit may be used in lieu of indicating thermometers. Where it is impractical to install thermometers on equipment such as bainmaries, steam tables, steam kettles, heat lamps, calrod units or insulated food transport carriers, a metal stem-type product thermometer with a digital or numerical scale and accurate to plus or minus 3 degrees Fahrenheit shall be provided and used to check internal food temperatures.
- (b) Conveniently located sinks with running water, waste disposal units or containers or similar equipment for the washing, trimming and similar preparation of foods. Sinks used for the preparation of food shall not be used for any other purpose.
- (c) Cabinets, compartments or bins and utensils for storing and serving ice in a sanitary manner.
- (d) Water dispensing devices of sanitary design.
- (e) Sanitary facilities for storing and dispensing single-service articles.

- (f) Unwrapped foods which are displayed or otherwise placed on counters or serving lines at cafeterias, smorgasbords, buffets or similar type operations and all unwrapped foods on tables, racks, carts, counters and shelves at any food service establishment shall be protected against contamination from customers and other sources. Such protection shall be provided by enclosures or by the installation of easily cleanable sneeze guards or other effective counter protector devices, cabinets, display cases that shall be designed to intercept direct lines between the mouth of the customer and the food. Self-service openings and counter guards shall be so designed and arranged to protect food from bare hand contact by customers.
- (g) Approved local exhaust ventilation installed at or over all cooking units such as ranges, griddles, deep-fat frying units and other units of equipment which release appreciable quantities of steam, odors, grease or smoke.
- (h) Facilities for the storage of tableware, designed and maintained to present the handle to the employee or customer and to cover or protect the portion which may contact the customer's mouth.
- (i) Convenient and suitable implements such as forks, knives, tongs, spoons, scoops and similar devices to prevent unnecessary handling of food at all points where food is prepared or served.
- (j) Suitable running water dipper wells for ice cream scoops at all locations or stations where bulk ice cream is dispensed.
- (k) Conveniently located cleaning facilities to keep all parts of the establishment and all equipment and utensils in a clean and sanitary condition. This shall include suitable space and facilities for storing clean and soiled utensils; for disposing of waste food residues; for pre-rinsing, washing and sanitizing of multi-use utensils; for cleaning pots, pans, racks and cans; and such other equipment as may be necessary for the effective, regular and periodic cleaning of the entire establishment including either a janitorial sink, can washing facility or similar approved device intended for the disposal of liquid waste resulting from cleaning operations.
- (l) Suitable multi-use utensils or single-service articles made from non-toxic materials.
- (m) Approved facilities for manual or mechanical dishwashing of multi-use eating and drinking utensils. Suitable facilities shall be provided for removing food scraps and food residue from utensils, including glasses, before they are placed in the wash water or wash compartment.
1. When utensils are washed and sanitized by hand, a three compartment sink shall be provided. All sinks shall be of adequate size and depth to accommodate the utensils to be washed, shall be provided with running hot and cold water and shall be properly connected to the building drainage system. Sinks shall be provided with drain boards, easily moveable dish tables of adequate size or other approved equipment so located and so constructed that soiled and cleaned utensils are kept entirely separate and that cleaned utensils are protected against contamination from soiled utensils or dishwashing operations. Drain boards shall slope to the sinks or to suitable

drains and shall be installed so as not to interfere with proper use of the sinks. Dish baskets shall be of such design as to permit complete immersion of multi-use utensils and equipment components being sanitized therein.

2. When immersion type dishwashing machines are used, applicable requirements pertaining to manual dishwashing shall be met.

3. When utensils are washed by spray-type dishwashing machines which depend upon a hot water spray for final rinsing or sanitizing, the hot water system shall provide water to the machine during all periods of dishwashing operations at a temperature at least equal to the final rinse temperature specified in subparagraph 64E-11.006(5)(b)7., F.A.C. Easily readable thermometers shall be installed near the discharge end of the machine, so located as to show the temperature of the final rinse water entering the manifold. Thermometers shall also be provided to indicate the temperature of water in all tanks of machines. These thermometers shall be accurate to plus or minus 3 degrees Fahrenheit. A pressure gauge shall be installed or a suitable gauge cock shall be provided in the rinse line, immediately upstream from the dishwashing machine, to permit checking the flow pressure of the final rinse water.

(n) All facilities necessary for washing pots, pans and other multi-use utensils in which food is prepared. At least a two compartment sink shall be provided for washing kitchenware and equipment which does not require sanitization. All sinks shall be provided with running hot and cold water and adequate impervious drain boards or easily movable dish tables.

(o) Other types of devices which have been demonstrated to the satisfaction of the department to be effective in rendering all surfaces of utensils free from visible soil, wash water and detergent, leaving them clean to sight and touch and effectively subjected to sanitizing.

(2) Design and fabrication.

(a) Multi-use equipment and utensils shall be constructed and repaired with safe materials, including finishing materials; shall be corrosion resistant and nonabsorbent; and shall be smooth, easily cleanable and durable under conditions of normal use. Single service articles shall be made from clean, sanitary, safe materials. Ice buckets, other containers, and scoops, shall be of a smooth, impervious material and designed to facilitate cleaning. Equipment, utensils and single-service articles shall not impart odors, color or taste nor contribute to the contamination of food.

(b) If solder is used, it shall comply with the standards of the 1997 Standard Plumbing Code. It shall not exceed .2% lead.

(c) Pewter or enamel may not be used as a food-contact surface. Galvanized metal may not be used for moist or acidic foods and beverages.

(d) Hard maple or equivalently nonabsorbent material may be used for cutting blocks, cutting boards, salad bowls, baker's tables or rolling pins. Wood may be used for single-service articles, such as chopsticks, stirrers or ice cream spoons.

Under other circumstances, the use of wood as food-contact surfaces is prohibited, unless specifically approved by the department, using the criteria listed in subsection 64E-11.006(2), F.A.C.

(e) Safe plastic or safe rubber-like materials that are resistant under normal conditions of use to scratching, scoring, decomposition, crazing, chipping and distortion, that are of sufficient weight and thickness to permit cleaning and sanitizing by normal dishwashing methods are permitted for repeated use.

(f) Mollusk and crustacea shells may be used only once as a serving container. Further reuse of such shells for food service is prohibited.

(g) Cutting surfaces that come into contact with food such as cutting blocks and boards that are subject to scratching and scoring shall be resurfaced if they can no longer be effectively cleaned and sanitized, or discarded if they are not capable of being resurfaced.

(h) Equipment containing bearings and gears requiring non-food grade lubricants shall be designed and constructed so that the lubricant cannot leak, drip or be forced into food or onto food-contact surfaces. Only food grade lubricants shall be used on equipment designed to receive lubrication of bearings and gears on or within food-contact surfaces.

(i) Tubing conveying beverages or beverage ingredients to dispensing heads may be in contact with stored ice provided that such tubing is fabricated from safe materials, is grommet at entry and exit points to preclude moisture from condensation from entering the ice machine or the ice storage bin, and is kept clean. Drainage or drainage tubes from dispensing units shall not pass through the ice machine or the ice storage bin.

(j) Food-contact surfaces shall be easily cleanable, smooth and free of breaks, open seams, cracks, chips, pits, and similar imperfections, and free of difficult to clean internal corners and crevices. Cast iron may be used as a food-contact surface only if the surface is heated, such as in grills, griddle tops and skillets. Threads shall be designed to facilitate cleaning; ordinary "V" type threads are prohibited in food-contact surfaces, except that in equipment such as ice makers or hot oil cooking equipment and hot oil filtering systems, such threads shall be minimized.

(k) Unless designed for in-place cleaning, food-contact surfaces shall be accessible for cleaning and inspection:

1. Without being disassembled; or
2. By disassembling without the use of tools; or
3. By easy disassembling with the use of only simple tools such as a mallet, a screwdriver or an open-end wrench kept available near the equipment.

(l) Equipment intended for in-place cleaning shall be so designed and fabricated that:

1. Cleaning and sanitizing solutions can be circulated throughout a fixed system using an effective cleaning and sanitizing regimen; and

2. Cleaning and sanitizing solutions will contact all interior food-contact surfaces; and
 3. The system is self-draining or capable of being completely evacuated.
- (m) Fixed equipment designed and fabricated to be cleaned and sanitized by pressure spray methods shall have sealed electrical wiring, switches and connections.
 - (n) Sinks and drain boards shall be self-draining.
 - (o) Indicating thermometers required for immersion into food or cooking media shall be of metal stem type construction, with a digital or numerical scale and accurate to plus or minus 3 degrees Fahrenheit.
 - (p) Non-food-contact surfaces of equipment which are exposed to splash or food debris or which otherwise requires frequent cleaning, shall be designed and fabricated to be smooth, washable, free of unnecessary ledges, projections or crevices, readily accessible for cleaning and shall be of such material and in such repair as to be easily maintained in a clean and sanitary condition.
 - (q) Ventilation hoods and devices shall be designed to prevent grease or condensation from collecting on walls and ceilings and from dripping into food or onto food-contact surfaces. Filters or other grease extracting equipment, if used, shall be readily removable for cleaning and replacement if not designed to be cleaned in place.
 - (r) Equipment that was installed in a food service establishment prior to the effective date of this rule that does not fully meet all of the design and fabrication requirements of this section, shall be deemed acceptable in that establishment if it is in good repair, capable of being maintained in a sanitary condition and the food-contact surfaces are non-toxic. Replacement equipment and new equipment acquired after the effective date of this rule shall meet the requirements of this rule.
- (3) Installation and location of equipment – Equipment shall be so installed as to facilitate the cleaning thereof and of all adjacent areas with the equipment in place, unless the equipment is easily movable. Equipment placed on tables or counters, but not sealed thereto and is not easily movable, shall be mounted on legs or feet at least 4 inches high. Floor mounted equipment, unless easily movable, shall be installed on raised platforms of concrete or other smooth masonry in such manner as to prevent liquids or debris from seeping or settling underneath, between or behind in spaces not fully open for cleaning and inspection; or shall be elevated on legs or feet at least 6 inches above the floor. Such equipment shall be installed flush to the wall with the space sealed; or a sufficient, unobstructed space from the rear wall to the back of the equipment shall be provided to permit cleaning. The space between adjoining units or between the side of a unit and the adjacent wall shall be sealed unless there is sufficient space to allow for ready and thorough cleaning between, behind and beside all such equipment. Aisles or working spaces between equipment and walls shall be of sufficient width and unimpeded so that employees can readily perform their duties without contamination of food or food-contact surfaces from clothing or unnecessary personal contact. All easily movable storage equipment such as pallets, racks and dollies shall be positioned to provide accessibility to working areas. Equipment intended for connection to

the water supply or sewer system shall be installed in accordance with provisions of the applicable plumbing authority and shall be protected from back siphonage or backflow by use of approved air gaps, vacuum breakers or backflow preventers.

- (a) Waste piping from all refrigerators shall discharge indirectly into a floor sink, floor drain or receptor approved by the plumbing authority.
 - (b) Drains in walk-in refrigerator floors shall be installed by indirect waste connections and such drains shall discharge into a floor drain located outside the walk-in refrigerator.
- (4) Cleanliness of equipment and utensils.
- (a) All tableware, kitchenware and food-contact surfaces of equipment, exclusive of cooking surfaces of equipment and pots and pans that are not used to hold or store food and are used solely for cooking purposes, shall be thoroughly cleaned and sanitized after each use. Food-contact surfaces of grills, griddles and similar cooking devices and the cavities and door seals of microwave ovens shall be cleaned at least once a day; except that this shall not apply to hot oil cooking equipment and hot oil filtering systems. The food-contact surfaces of all cooking equipment shall be kept free of encrusted grease deposits and other accumulated soil. All multi-use utensils and food-contact surfaces of equipment used in the preparation or storage of potentially hazardous food shall be thoroughly cleaned and sanitized prior to each such use. Where equipment and multi-use utensils are used for preparation of potentially hazardous foods on a continuous or production line basis, food-contact surfaces of such equipment and utensils shall be cleaned and sanitized at scheduled intervals throughout the day using a schedule approved by the department, based on food temperature, type of food and amount of food particle accumulation. Non-food-contact surfaces of equipment shall be cleaned at such intervals as necessary to keep them free of dust, dirt, food particles and otherwise in a clean and sanitary condition. After cleaning and until use, all food-contact surfaces of equipment and multi-use utensils shall be stored and handled in a manner that protects those surfaces from manual contact, splash, dust, dirt, insects and other contaminants.
 - (b) All single-service articles shall be stored, handled and dispensed in a sanitary manner and shall be used only once. Food service establishments which do not have adequate and effective facilities for cleaning and sanitizing multi-use utensils shall use single-service articles only.
 - (c) Detergents, cleaning components and abrasives shall be thoroughly rinsed off food-contact surfaces.
 - (d) Cloths used for wiping occasional food spills on tableware, such as plates or bowls being served to the consumer, shall be clean, dry and used for no other purpose. Moist cloths or sponges used for wiping food spills on kitchenware and food-contact surfaces of equipment shall be clean and rinsed immediately prior to use and frequently during use in a sanitizing solution and

used for no other purpose. Moist cloths or sponges used for cleaning non-food-contact surfaces of equipment such as counters, dining table tops and shelves shall be clean and rinsed in a sanitizing solution and used for no other purpose. If multi-use disposable towels are used in place of wiping cloths or sponges, the towels shall be discarded at least on a daily basis.

(5) Methods of washing and sanitizing – Prior to washing, all equipment and multi-use utensils shall be preflushed or prescraped and, when necessary, presoaked to remove gross food particles and soil. Effective concentrations of suitable detergent shall be used in both manual and mechanical dishwashing.

(a) Manual – For manual washing, rinsing and sanitizing of utensils and equipment, sinks, drain boards and dish tables shall be cleaned prior to use. Equipment and multi-use utensils shall be thoroughly washed in the first compartment in a hot detergent solution which is kept reasonably clean, and then shall be rinsed free of such solution in the second compartment. All multi-use eating and drinking utensils and, as described in paragraph (4)(a) of this section, the food-contact surfaces of all other equipment and multi-use utensils shall be sanitized in the third compartment by one of the following methods:

1. Immersion for a period of at least one-half minute in clean, hot water at a temperature of 170 degrees Fahrenheit or above;
2. Immersion for a period of at least 1 minute in a clean sanitizing solution containing:
 - a. A minimum of 50 parts per million of available chlorine at a temperature not less than 75 degrees Fahrenheit; or
 - b. A minimum of 12.5 parts per million of available iodine in a solution with a pH not higher than five and a temperature not less than 75 degrees Fahrenheit;
 - c. Any other chemical sanitizing agent which has been demonstrated to the satisfaction of the department to be effective and non-toxic under use conditions and for which a suitable field test is available, as described herein. Such other sanitizing agents, in use solutions, shall provide the equivalent sanitizing effect of a solution containing at least 50 parts per million of available chlorine at a temperature not less than 75 degrees Fahrenheit. The concentration and contact time for quaternary ammonium compounds shall be in accordance with the manufacturer's label directions.
 - d. A test kit or other device that accurately measures the parts per million concentration of the solution shall be available and used when chemicals are used for sanitization.
3. Fixed equipment and equipment too large to treat by methods 1. and 2. above, may be treated:
 - a. With live steam from a hose, free from material or additives other than those specified in Title 21 Code of Federal Regulations 173.310; or
 - b. By boiling water rinse from a hose;

4. When hot water is used for sanitizing, the following facilities shall be provided and used:
 - a. An integral heating device or fixture installed in, on, or under the sanitizing compartment of the sink capable of maintaining the water at a temperature of at least 170 degrees Fahrenheit; and
 - b. A digital or numerically scaled indicating thermometer, accurate to plus or minus 3 degrees Fahrenheit convenient to the sink for frequent checks of water temperature.
- (b) Mechanical – Cleaning and sanitizing may be done by spray type or immersion dishwashing or by any other type of machine or device if it is demonstrated that it thoroughly cleans and sanitizes equipment and utensils. These machines and devices shall be properly installed and maintained in good repair. Machines and devices shall be operated in accordance with the manufacturer's instructions and specifications, which must be attached to the machine. Utensils and equipment placed in the machine shall be exposed to all dishwashing cycles. Automatic detergent dispensers, wetting agent dispensers, and liquid sanitizer injectors, if any, shall be properly installed and maintained. All dishwashing machines shall be thoroughly cleaned at least once a day, or more when necessary, to maintain them in a satisfactory operating condition.
 1. The pressure of final rinse water supplied to spray type dishwashing machines shall not be less than 15 nor more than 25 pounds per square inch measured in the water line immediately adjacent to the final rinse control valve. A one-fourth inch IPS valve shall be provided immediately upstream from the final rinse control valve to permit checking the flow pressure of the final rinse water.
 2. Machine or water line mounted digital or numerically scaled indicating thermometers, accurate to plus or minus 3 degrees Fahrenheit, shall be provided to indicate the temperature of the water in each tank of the machine and the temperature of the final rinse water as it enters the manifold.
 3. Rinse water tanks shall be protected by baffles, curtains or other effective means to minimize the entry of wash water into the rinse water. Conveyors in dishwashing machines shall be accurately timed to assure proper exposure times in wash and rinse cycles in accordance with manufacturer's specifications attached to the machines.
 4. Drain boards shall be provided and be of adequate size for the proper handling of soiled utensils prior to washing, and of cleaned utensils following sanitization, and be so located and constructed as not to interfere with the proper use of the dishwashing facilities. This does not preclude the use of easily movable dish tables for the storage of soiled utensils or the use of easily movable dish tables for the storage of clean utensils following sanitization.

5. Equipment and utensils shall be flushed or scraped and, when necessary, soaked to remove gross food particles and soil prior to being washed in a dishwashing machine, unless a prewash cycle is part of the dishwashing machine operation. Equipment and utensils shall be placed in racks, trays, or baskets, or on conveyors, in a way that food-contact surfaces are exposed to the unobstructed application of detergent wash and clean rinse waters and that permits free draining.
6. Machines using chemicals for sanitization may be used, provided that:
 - a. The temperature of the wash water shall not be less than 120 degrees Fahrenheit.
 - b. The wash water shall be kept clean.
 - c. Chemicals added for sanitization purposes shall be automatically dispensed.
 - d. Utensils and equipment shall be exposed to the final chemical sanitizing rinse in accordance with the manufacturer's specifications for time and concentration.
 - e. The chemical sanitizing rinse water temperature shall not be less than 75degrees Fahrenheit nor less than the temperature specified by the machine's manufacturer.
 - f. Chemical sanitizers used shall meet the requirements of subsection 64 E11.006 (5) (a), F.A.C., of this chapter.
 - g. A test kit or other device that accurately measures the parts per million concentration of the solution shall be available and used.
7. Machines using hot water for sanitizing may be used provided that wash water and pumped rinse water shall be kept clean; and the final rinse cycle achieves a utensil surface temperature of 160 degrees Fahrenheit as measured by an irreversible registering temperature indicator; and water shall be maintained at not less than the temperatures stated in sub-subparagraphs a. through e. below:
 - a. Single tank, stationary rack, dual temperature machine:
Wash temperature 140°F
Final rinse temperature 180°F.
 - b. Single tank, stationary rack, single temperature machine:
Wash temperature 165°F.
Final rinse temperature 165°F.
 - c. Single tank, conveyor machine:
Wash temperature 140°F.
Final rinse temperature 180°F.
 - d. Multi-tank, conveyor machines:
Wash temperature 140°F.

Pumped rinse temperature 160°F.
Final rinse temperature 180°F.

- e. Single tank, pot, pan, and utensil washer, either stationary or moving rack:
Wash temperature 140°F.
Final rinse temperature 180°
 - f. Final rinse temperatures in this subsection apply to temperatures at the rinse manifold.
- (c) Drying and handling – After sanitization, all equipment and utensils shall be air dried. Cleaned and sanitized equipment and utensils and all single-service articles shall be handled in a way that protects them from contamination.
 - (d) Equipment and utensil storage – Cleaned and sanitized utensils and equipment and all single-service articles shall be stored at least 6 inches above the floor in a clean, dry location in a way that protects them from contamination by splash, dust and other means. The food-contact surfaces of fixed equipment shall also be protected from contamination. Equipment and utensils shall not be placed under exposed sewer lines. The storage of food equipment, utensils or single-service articles in toilet rooms or vestibules is prohibited.

Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History–New 1-1-77, Amended 1-6-81, Formerly 10D-13.26, Amended 2-21-91, 5-12-92, Retained here and Transferred to 7C-4.013, Amended 6-1-93, 8-28-96, Formerly 10D-13.026, Amended 3-15-98, 7-14-03.

64E-11.007 Sanitary Facilities and Controls.

- (1) Water supply – The water supply shall be adequate, of safe sanitary quality and from an approved source in accordance with provisions of Chapters 62-550 and 62-555, F.A.C., or Chapter 64E-8, F.A.C. Hot and cold running water under pressure shall be provided in all areas where food is prepared and where equipment and multi-use utensils are washed.
 - (a) Transportation of water – All potable water not provided directly by pipe to the food service establishment from the source shall be transported in a bulk water transport system and shall be delivered to a closed water system.
 - (b) Bottled water – Bottled and packaged potable water shall be obtained from a source that complies with the requirements of Sections 500.147(3) and (4), F.S., and shall be handled and stored in a way that protects it from contamination. Bottled and packaged potable water shall be dispensed from the original container.
 - (c) Steam – Steam used in contact with food or food-contact surfaces shall be free from any materials or additives other than those specified in Title 21, Code of Federal Regulations 173.310.

- (d) Ice – Ice making machines shall utilize water from an approved source and shall be constructed, located, installed, operated and maintained so as to prevent contamination of the ice. They shall be kept clean and shall be stored and handled in a sanitary manner.
- (2) Sewage disposal – Sewage shall be disposed of in a public sewerage system or other approved sewerage system in accordance with provisions of Chapter 64E-6 or 62-600, F.A.C., whichever is applicable. Grease interceptors shall be readily accessible for cleaning. Grease interceptors shall be designed and installed in accordance with provisions of Chapter 64E-6, F.A.C., or the applicable plumbing authority.
- (3) Plumbing – Plumbing shall be sized, installed and maintained in accordance with provisions of the applicable plumbing authority. The plumbing shall provide adequate quantities of potable water to required locations throughout the establishment, prevent contamination of the water supply, properly convey sewage and liquid wastes from the establishment to the sewerage system; and shall not constitute a source of contamination of food, equipment or utensils or create an unsanitary condition or nuisance.
 - (a) Backflow – The potable water system shall be installed to preclude the possibility of backflow. Devices shall be installed and maintained to protect against backflow and back siphonage at all fixtures and equipment where an air gap at least twice the diameter of the water supply inlet is not provided between the water supply inlet and the fixture's flood level rim. A hose shall not be attached to a faucet unless a backflow prevention device is installed. Any faucet equipped with a hose fitting shall be protected by a backflow protection device.
 - (b) Drains – There shall be no direct connection between the sewerage system and any drains originating from equipment in which food, portable equipment or utensils are placed. When a dishwashing machine is located within 5 feet of a trapped floor drain, the dishwasher waste outlet may be connected directly to the inlet side of a properly vented floor drain trap.
- (4) Toilet facilities – Each food service establishment shall be provided with adequate and conveniently located toilet facilities for its employees and patrons in accordance with provisions of the applicable plumbing authority or, where no plumbing code has been adopted locally, with Chapter 64E-10, F.A.C. Food service establishments constructed or extensively remodeled after the effective date of these rules are required to comply with the requirements for toilet facilities outlined above. Existing food service establishments must also meet the requirements for toilet facilities outlined above if there is or has been a sufficient increase in the number of seats or if the nature of the food service operation changes such that additional toilet facilities would be needed. Fixtures shall be of readily cleanable sanitary design. Toilet facilities shall be kept clean, in good repair and free from objectionable odors. Toilet tissue shall be provided. Easily cleanable receptacles shall be provided for waste materials and such receptacles in toilet rooms for women shall be covered. Toilet rooms shall be completely enclosed and shall have tight-fitting, self-closing doors. Such doors shall not be left open except during cleaning or maintenance. Handwashing signs shall be posted in each toilet room used by employees.

(5) Handwashing facilities – Each food service establishment shall be provided with adequate, readily accessible, conveniently located lavatories equipped with hot and cold running water, hand cleansing soap or detergent and individual single use sanitary towels or a heated-air hand drying devices in accordance with provisions of the applicable plumbing authority or, where no plumbing code has been adopted locally, with Chapter 64E-10, F.A.C. Handwashing facilities shall not be used for any purpose other than handwashing.

- (a) Lavatories shall be located in or immediately adjacent to all toilet rooms. At least one employee handwashing facility shall be located within each food preparation area.
 - (b) Employee handwashing facilities shall be installed in rooms or in areas where mechanical dishwashing machines operate that are isolated or remote from food preparation areas.
 - (c) Lavatories, soap dispensers, hand-drying devices and all other components of the handwashing facilities shall be kept clean and in good repair. Handwashing signs shall be posted at each handwashing facility.
 - (d) Hot and cold running water under pressure shall be provided at all employee handwashing sinks.
- (6) Garbage and rubbish disposal
- (a) All garbage and rubbish containing food wastes shall, prior to disposal, be kept in leak-proof, nonabsorbent containers which shall be kept covered with tight fitting lids; provided that such containers need not be covered when stored in a special vermin proofed room or in a closed food waste refrigerator. Containers which do not have tight fitting vermin proof lids may be used only if garbage is first placed in plastic bags or wet-strength paper bags which are securely tied closed. All other rubbish shall be stored in an approved manner. The rooms, enclosures, areas and containers used shall be adequate for the storage of all food wastes and rubbish which accumulates between periods of removal.
 - (b) Garbage and refuse containers, compactors and dumpsters located outside shall be stored on or above a smooth surface of nonabsorbent material such as concrete that is kept clean and maintained in good repair. If a compactor system is used for the storage of garbage, and the garbage is not stored in a self-contained and leak proof system, the compactor shall be placed on a concrete pad which is graded to drain into a sanitary sewer system.
 - (c) Adequate cleaning facilities shall be provided and each container, room or area shall be thoroughly cleaned after the emptying or removal of garbage and rubbish. Waste water from such cleaning operations shall be disposed of as sewage. Food waste grinders, if used, shall be suitably constructed and shall be installed in accordance with provisions of the applicable plumbing authority. All garbage and rubbish shall be removed from the food establishment premises with sufficient frequency to prevent nuisance

conditions and shall be disposed of in accordance with provisions of Chapter 62-701, F.A.C.

(7) Vermin control – Effective control measures shall be taken to protect against the entrance into the food establishment, and the breeding or presence on the premises of rodents, flies, roaches and other vermin. All buildings shall be effectively rodent proofed, free of rodents and maintained in a rodent-proof and rodent-free condition. All openings to the outside air, including windows, doors, skylights, transoms, intake and exhaust ducts shall be effectively protected against the entrance of flies and other flying insects by self-closing doors which open outward, closed windows, screening, controlled air currents or other effective means. Screening material shall not be less than 16 mesh to the inch or equivalent and screens for windows, doors, skylights, transoms and other openings to the outside air shall be tight fitting and free of breaks. Insecticides or rodenticides, when used, shall be used in full compliance with Chapter 5E-14, F.A.C.

Specific Authority 381.006, 381.0072 FS. Law Implemented 381.006, 381.0072 FS.

History—New 1-1-77, Amended 1-6-81, Formerly 10D-13.27, Amended 2-21-91, 5-12-92, Retained here and Transferred to 7C-4.014, Formerly 10D-13.027, Amended 3-15-98, 7-14-03.

64E-11.008 Other Facilities and Operations.

(1) Floors – The floor surfaces in kitchens and all the rooms and areas in which food is stored or prepared, utensils are washed or stored, walk-in refrigerators, garbage and rubbish storage areas or rooms and toilet, dressing and locker rooms shall be of smooth, nonabsorbent material and so constructed as to be easily cleanable. The use of anti-slip floor covering materials is permitted in areas where necessary for safety reasons. Floor drains shall be provided in accordance with provisions of the applicable plumbing authority in all rooms where floors are subjected to flush or flood type cleaning or where normal operations release or discharge water or other liquid waste onto the floor. Such floors shall be graded to effectively drain. Mats or duckboards, if used, shall be so constructed as to facilitate being easily cleaned and shall be kept clean. The floor surfaces in all interior and exterior areas where food is served shall be of such construction and finish as to be easily cleanable. Carpeting, if used on floors of interior dining rooms, shall be kept in good repair and shall be cleaned by dustless methods. All floors shall be kept clean and in good repair. Sawdust, wood shavings, peanut hulls and similar materials shall not be permitted on the floors of a food service establishment. In all new or extensively remodeled establishments utilizing concrete, terrazzo, ceramic tile or similar flooring materials, the junctures between walls and floors shall be coved and sealed. Installation of exposed horizontal utility lines and pipes on the floor is prohibited.

(2) Walls and ceilings – All walls and ceilings including doors, windows, skylights, screens and similar closures shall be kept clean and in good repair. The walls of all food preparation, utensil washing and handwashing rooms or areas shall have smooth, easily cleanable surfaces and shall be washable up to the highest level reached by splash or spray. Concrete or pumice blocks used for interior wall construction shall be finished and sealed to provide an easily cleanable surface. Studs, joists and rafters shall not be left

exposed in walk-in refrigerating units, in food preparation or washing areas or toilet rooms. If exposed in other rooms or areas, they shall be suitably finished and all surfaces shall be kept clean and in good repair. Sheet metal, plastic or other covering materials, if used, shall be closed at all joints and shall be sealed to the wall or ceiling. Acoustical materials may be used on ceilings, provided ventilation is adequate to minimize grease and moisture absorption. Light fixtures, fans, hoods and other equipment and materials attached to walls or ceilings shall be kept clean. Exposed utility service lines and pipes shall be installed in a way that does not obstruct or prevent cleaning of the walls and ceiling. Utility service lines and pipes shall not be unnecessarily exposed on walls or ceilings in walk-in refrigerating units, food preparation areas, equipment washing and utensil washing areas, toilet rooms and vestibules.

(3) Lighting – All areas in which food is stored or prepared, utensils washed or stored, toilet, dressing and locker rooms, handwashing areas and garbage and rubbish storage areas shall be well lighted. At least 20 foot candles of light shall be provided on all working surfaces and at least 10 foot candles shall be provided on all other surfaces and equipment in food storage, food preparation, utensil washing and handwashing areas and in toilet rooms. At least 10 foot candles of light at a distance of 30 inches from the floor shall be required in dining rooms and all other areas during cleaning operations. Effective shields, sleeves, coatings, or covers shall be provided for all artificial lighting fixtures and infrared heat lamps located over, by, or within food storage, preparation and display facilities where food is opened or exposed.

(4) Ventilation – All rooms in which food is stored, prepared or served, utensils are washed, toilet, dressing and locker rooms and garbage storage areas shall be well ventilated. Obnoxious odors, fumes and vapors shall be effectively vented to the outside air. Ventilation hoods and devices shall be designed to prevent grease and condensate from dripping into food or onto food-contact surfaces. Filters, where used, shall be readily removable for cleaning unless designed to be cleaned in place. Ventilation systems shall comply with applicable fire prevention requirements and shall discharge in such a manner as not to create a nuisance. Intake and exhaust air ducts shall be maintained to prevent the entrance of dust, dirt and other contaminating materials.

(5) Dressing rooms and lockers – Adequate facilities shall be provided for the orderly storage of employees' clothing and personal belongings. Where employees routinely change clothes within the establishment, one or more dressing rooms or designated areas shall be provided for this purpose. Such rooms or areas shall be located outside the food storage, preparation and serving areas and utensil washing and storage areas. Lockers or other suitable storage facilities shall be provided. Dressing areas and lockers shall be kept clean and orderly.

(6) Housekeeping – All parts of the establishment and its premises shall be kept neat, clean and free of litter and rubbish. Cleaning operations shall be conducted in such a manner as to minimize contamination of food and food-contact surfaces. Vacuum cleaning, wet cleaning or other dustless methods shall be used for cleaning floors, walls and ceilings; provided, that dust-arresting sweeping compounds and push brooms may be employed for floors. All such cleaning, except emergency floor cleaning, shall be done during periods

when the least amount of food is exposed, such as after closing and between meals. At least one utility sink or curbed cleaning facility with a floor drain shall be provided and used for the cleaning of mops or similar wet floor cleaning tools and for the disposal of mop water or similar liquid wastes. The use of lavatories, utensil washing or equipment washing, or food preparation sinks for this purpose is prohibited. Each utility sink or curbed cleaning facility shall be supplied with hot and cold water under pressure. Maintenance and cleaning tools such as brooms, mops, vacuum cleaners and similar equipment shall be maintained and stored in a way that does not contaminate food, utensils, equipment or linens and shall be stored in an orderly manner. Soiled cloths, linens, aprons, coats and other uniform apparel shall be kept in suitable containers until removed for laundering. Only articles necessary for the operation and maintenance of the food service establishment shall be stored on the premises.

(7) Living Quarters – None of the operations connected with a food service establishment shall be conducted in any room used as living or sleeping quarters. There shall be no direct opening between living quarters and a food service establishment.

(8) Live birds and animals – No live birds or animals except for crustacea, shellfish and fish in aquariums shall be allowed in a food service establishment, in vehicles used for transporting food or in any other area or facility used to conduct food service operations; except as provided under Section 413.08, F.S., and, further provided, that live birds may be present in food service areas where adequate engineering controls of the ventilation system will prevent contamination of the facility, employees, or consumers.

(9) Premises – Food service establishments and all parts of property used in connection with their operations shall be kept free of litter. The walking and driving surfaces of all exterior areas of food service establishments shall be effectively maintained so as to minimize dust. These surfaces shall be graded to prevent pooling of water.

(10) Laundry facilities – Laundry facilities in a food service establishment shall be restricted to the washing and drying of linens, cloths, uniforms and aprons necessary to the operation. Laundry facilities may be located in storage rooms containing only packaged foods or single-service items or in separate rooms.

Specific Authority 381.006, 381.0072 FS. Law Implemented 381.006, 381.0072 FS.

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64E-11.009 Temporary Food Service Events.

Food service operations at temporary food service events shall comply with all applicable sanitary requirements of this rule, unless otherwise exempted in this section.

(1) Notification.

(a) Temporary food service event sponsors or vendors shall notify the local county health department not less than three (3) days prior to the scheduled event of the type of food service proposed and the time and location of the event. Notification may be completed orally, by telephone, in person, or in writing.

- (b) The local county health department shall keep a record of notifications received for proposed temporary food service events and shall provide appropriate educational material to the event sponsors or vendors.
- (2) Facilities – Specific requirements for the physical facility where the food service operation is to be conducted shall be based on the type food that is to be prepared or served, the length of the event, and the amount of food preparation that is to be conducted at the temporary facility.
- (a) If the food service operation is intended for the sale of only packaged, non-potentially hazardous food or drink, the food packages shall be protected from dust, dirt, and other sources of contamination during storage and serving.
 - (b) Overhead protection shall be provided at all food service operations when food is prepared or portioned on premises.
 - (c) When potentially hazardous food is prepared at temporary food service events of more than three (3) days, the physical structure where the food preparation occurs shall be protected from the entrance of flying insects and other vermin.
- (3) All food and beverages served at temporary food service events shall be from approved sources in accordance with provisions of Rule 64E-11.003, F.A.C., of this chapter or prepared on premises.
- (4) All food served at temporary food service events shall be protected in accordance with provisions of Rule 64E-11.004, F.A.C., of this chapter.
- (5) Food and food-contact surfaces shall be protected from contamination by customers and dust. Where necessary, effective shields or covers shall be provided.
- (6) Ice which will be consumed or which will come into contact with food shall be obtained from an approved source. The ice shall be held in a way that protects it from contamination until dispensed.
- (7) Storage of packaged food in contact with water or undrained ice is prohibited. Beverage containers may be stored in direct contact with ice when:
- (a) The storage facility is equipped with adequate drains which preclude the accumulation of water during use;
 - (b) The melt water is disposed of so as not to create a nuisance;
 - and
 - (c) The storage facility is kept clean.
- (8) When all necessary washing and sanitizing of utensils and equipment are conducted at an approved commissary or food service establishment, a utensil washing sink will not be required, except that an adequate supply of spare preparation and serving utensils are maintained in the establishment and used to replace those that become soiled. However, a sanitizer solution in a bucket or spray bottle to adequately sanitize the food preparation surfaces will be available at all times.
- (9) All food service operations which prepare food on premises shall provide an adequate supply of potable water for cleaning and employee handwashing. An adequate supply may be provided in clean portable containers equipped with on/off valves. Soap and single-service towels shall be available for handwashing and hand drying.

- (10) Equipment shall be installed in such a manner that the establishment can be kept clean and the food will not become contaminated.
- (11) Liquid waste which is not discharged into a sewerage system shall be disposed of in a manner that will not create a public health hazard or a sanitary nuisance.
- (12) Floor construction in establishments which prepare food on premises shall be of durable material. Dirt or gravel subflooring can be used when graded to drain, and covered with platforms, duckboards, plastic film, wood chips, shavings, or similar suitable material such as a sufficient cover of grass or turf to control dust.
- (13) Walls and ceilings, when required, shall be constructed to minimize the entrance of flies and dust. Ceilings may be of wood, canvas or other materials which protect the interior of the establishment from the elements and walls may be of such materials or of 16 mesh screening or equivalent. Doors to food preparation areas, when required, shall be solid or screened and shall be self-closing. Counter service openings, for facilities with wall enclosures, shall not be larger than necessary for the particular operation conducted and shall be kept closed at all times except when food is actually being served.
- (14) All food service operations at temporary food service events without effective facilities for cleaning and sanitizing tableware shall provide only single-service articles for use by the consumer.

Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History—New 6-1-93, Formerly 10D-13.0292, Amended 3-15-98.

64E-11.010 Vending Machines.

- (1) Food supplies – All foods, beverages and ingredients offered for sale through vending machines offering potentially hazardous foods as described in Rule 64E-11.002, F.A.C., of this chapter that are located at food service establishments regulated under this rule, shall be from approved sources in accordance with provisions of Rule 64E-11.003, F.A.C., of this chapter; shall be manufactured, processed and prepared in an approved food service establishment or food processing plant; and shall be delivered to the vending machine from an approved commissary or other approved food establishment.
- (2) Food protection – All food shall be protected in accordance with provisions of Rule 64E-11.004, F.A.C., of this chapter. Potentially hazardous foods within the vending machine shall be maintained at safe temperatures, 41 degrees Fahrenheit or below and 140 degrees Fahrenheit or above, at all times; provided, that an exception may be made for the actual time required to fill or otherwise service the machine and for a maximum recovery period of 30 minutes following completion of filling and servicing operations. Vending machines dispensing potentially hazardous food shall be provided with controls which ensure the maintenance of safe temperatures at all times. Such controls shall place the machine in an inoperative condition in the event of power failure or other condition which permits food storage compartments to attain a temperature outside of safe temperature ranges. Potentially hazardous food in vending machines during such periods shall be subject to the provisions of Rule 64E-11.004, F.A.C. A thermometer accurate to plus or minus 3 degrees Fahrenheit shall be provided to indicate the air temperature of

food storage compartments used for potentially hazardous foods. The following special requirements shall also apply:

- (a) Milk and fluid milk products offered for sale through vending machines shall be pasteurized and shall be dispensed only in individual, original containers.
 - (b) Milk and fluid milk products and fluid non-dairy products, such as creaming agents, shall not be dispensed in vending machines as additional ingredients in hot liquid beverages or other foods.
 - (c) When condiments are provided in conjunction with food dispensed by a vending machine, they shall be:
 - 1. Packaged in individual portions in single-service containers; or
 - 2. Dispensed from properly covered or shielded sanitary dispensers which are cleaned, rinsed and sanitized and filled at the commissary or at the machine location if sanitary facilities are provided; or
 - 3. Made available from properly covered or shielded condiment self-service dispensing equipment at those locations having an on-duty attendant.
 - (d) Fresh fruits which may be eaten without peeling shall be thoroughly washed in potable water at the packing plant by the processor, or at the commissary before being placed in the vending machines for dispensing. The washed fruit shall be protected from contamination after the washing process.
 - (e) All food, other than fresh fruit, shall be stored or packaged in clean protective containers, and all food shall be handled and vended in a sanitary manner.
 - (f) Potentially hazardous food offered for sale through vending machines shall be dispensed to the consumer in the individual, original container or wrapper into which it was placed at the commissary or at the manufacturer's or processor's plant. Potentially hazardous food shall not be dispensed from bulk supplies.
- (3) Cleaning – All food-contact surfaces of vending machines shall be thoroughly cleaned and subjected to effective bactericidal treatment at scheduled intervals, based upon the type of product being dispensed, as approved by the department in accordance with provisions of subsection 64E-11.006(5), F.A.C., of this chapter. A record of such cleaning and sanitizing operations shall be maintained in each machine and shall be current for at least the past 30 days. The cavities and door edges of microwave ovens must be cleaned at least once a day and shall be kept free of encrusted grease deposits and other accumulated soil. Food-contact surfaces of all equipment and utensils must be protected from contamination at all times, including while being transported from the commissary to the vending location.
- (4) Single-service articles – All single-service containers which receive food or beverage from machines dispensing products in bulk shall be purchased in sanitary cartons or packages which protect the containers from contamination, shall be stored in a clean dry place in the original carton or package until introduced into the container magazine or dispenser of the vending machine, and shall be handled in a sanitary manner. Single-

service containers stored within the vending machine shall be protected from manual contact, leakage, dust, insects, rodents and other contamination.

(5) Equipment location – Vending machines, ovens and other equipment shall be located in a room, area or space which can be maintained in a clean condition and which is protected from overhead leakage from drains, piping and other sources. Each machine shall be so located that the space around and under the machine can be readily cleaned and so that insect and rodent harborage is not created. The immediate area shall be well lighted and ventilated. The floor area upon which vending machines are placed shall be of such construction as to be easily cleaned and shall be kept clean and in good repair. Adequate handwashing facilities, including hot and cold running water, soap and individual towels shall be convenient to machine locations where employees service bulk food machines.

(6) Exterior construction and maintenance – The exterior construction of vending machines shall be such as to facilitate cleaning and to prevent the entrance of insects and rodents and shall be kept clean. Door and panel access openings to product and container storage spaces shall be tight fitting and, if necessary, gasketed to minimize the entrance of dust, moisture, insects and rodents. Necessary ventilation openings into vending machines shall be effectively screened. Water, gas, electrical or other service connections through an exterior machine wall shall be sealed. Utility connections shall be made in such a manner that unauthorized or unintentional disconnections will be discouraged. In all vending machines in which the condenser unit is an integral part of the machine, such unit when located below the food and container storage space, shall be separated from such space by a dust proof barrier, and when located above, shall be sealed from such space. In order to prevent seepage underneath the machine and to promote cleaning, free standing vending machines shall have one or more of these elevation or movability features:

- (a) Be light enough to be manually moved with ease by one person; or
 - (b) Be elevated on legs or extended sidewalls to afford, with or without kickplates, an unobstructed vertical space of at least 6 inches under the machine; or
 - (c) Mounted on rollers or casters which permit easy movement; or
 - (d) Be sealed to the floor.
 - (e) Counter type machines shall be:
 1. Sealed to the counter; or
 2. Mounted on 4 inch legs or the equivalent; or
 3. Easily moved for cleaning with service connections in place.
- (7) Interior construction and maintenance.
- (a) All interior surfaces and component parts of vending machines shall be so designed and constructed as to permit easy cleaning and shall be kept clean.
 - (b) All food-contact surfaces of vending machines shall be smooth, in good repair and free of breaks, corrosion, open seams, cracks and chipped places. The design of such surfaces shall be such as to preclude routine contact between food and V-type threaded surfaces except that in equipment

where such contact is unavoidable, such as ice makers, such threads shall be minimized. All joints and welds in food-contact surfaces shall be smooth; and all internal angles and corners of such surfaces shall be rounded to facilitate cleaning. If solder is used, it shall be composed of safe materials and be corrosion resistant. All food contact surfaces of vending machines, including containers, pipes, valves and fittings shall be constructed of non-toxic, corrosion resistant and nonabsorbent materials and shall be kept clean. All containers, valves, fittings, chutes and faucets which are in contact with food shall be easily disassembled and when disassembled, all surfaces shall be visible for inspection and cleaning. In machines of such design that product contact pipes or tubing are not readily removable, in-place cleaning of such pipes and pipe fittings may be permitted; provided:

1. They are so arranged that cleaning and bactericidal solutions can be circulated throughout the fixed system.
 2. Such solutions will contact all interior surfaces.
 3. The system is self-draining or otherwise capable of being completely evacuated.
 4. The cleaning procedures result in thorough cleaning of the equipment.
- (c) The openings into all nonpressurized containers used for the storage of vendible foods and ingredients including water shall be provided with covers which prevent contamination from reaching the interior of the containers. Such covers shall be designed to provide a flange which overlaps the opening and shall be sloped to provide drainage from the cover surface wherever the collection of condensation, moisture or splash is possible. Concave covers or cover areas are prohibited. Any port opening through the cover shall be flanged upward at least three sixteenth inch and shall be provided with an overlapping cover flanged downward. Condensation or drip deflecting aprons shall be provided on all piping, thermometers, equipment, rotary shafts and other functional parts extending into the container, unless a watertight joint is provided. Such aprons shall be considered as satisfactory covers for those openings which are in continuous use. Gaskets, if used, shall be of a material which is nontoxic, stable and nonabsorbent and shall have a smooth surface. All gasket retaining grooves shall be easily cleanable.
- (d) The delivery tube or chute and orifice of all bulk food vending machines shall be protected from normal manual contact, dust, insects, rodents and other contamination. Design shall be such as to divert condensation or other moisture from the normal filling position of the container receiving the food or beverage. The vending stage of such machines shall be provided with a tight fitting, self-closing door or cover which is kept closed, except when food is being removed.
- (e) The food storage compartment and other compartments in refrigerated vending machines which are subject to condensation or cooling water retention shall be so constructed as to be self-draining or shall be provided

with a drain outlet which permits complete draining of the compartment. In vending machines designed to store cartoned beverages, diversion devices and retention pans or drains for leakage shall be provided. All such drains, devices and retention pans shall be easily cleanable.

- (f) Opening devices which come into contact with the food or the food-contact surface of the containers shall be constructed of smooth, nontoxic, corrosion resistant and nonabsorbent materials. Unless the opening device is of a single-service type, it shall be readily removable for cleaning and shall be kept clean. Parts of multi-use opening devices which come into contact with the food or food-contact surface of containers shall be protected from manual contact, dust, insects, rodents and other contamination and such parts shall be readily removable for cleaning and shall be kept clean.
- (8) Water supply.
- (a) Water used in vending machines shall be from an approved source that complies with Chapters 62-550 and 62-555, F.A.C., shall be piped into the machine under pressure and all connections and fittings shall be installed in accordance with provisions of the applicable plumbing authority.
 - (b) If used, water filters or other water conditioning devices shall be of a type which may be disassembled for periodic cleaning or replacement of the active element. Replacement elements shall be handled in a sanitary manner.
- (9) Waste disposal.
- (a) All trash and other waste material shall be removed from machine locations frequently to prevent nuisance conditions and shall be disposed of in accordance
 - (b) Self-closing, leak proof, easily cleanable, plainly designated waste containers of adequate capacity shall be provided at each machine location for the deposit of food scraps, food wrappings, cups, cartons and other discarded single-service articles. Plastic bags or wet strength paper bags may be used to line the receptacles. Soiled waste receptacles shall be cleaned at a frequency to prevent insect and rodent attraction. Such waste containers shall not be located within the machine; provided, that those machines dispensing only packaged products with crown closures may have a closure receptacle located within the machine. Waste receptacles shall not be located under counters or otherwise enclosed in a manner that will create a nuisance or prevent space around and under the counter or enclosure from being easily cleaned and maintained. Suitable racks or cases shall be provided for bottles and other returnable multi-use containers.
 - (c) Containers shall be provided within all machines dispensing liquid food in bulk for the collection of drip, spillage, overflow or other internal wastes. An automatic shut-off device shall be provided which will place the vending machine out of operation before the waste pail overflows, and prevent water or liquid product from continuously running (jack-potting) in the event of the failure of any single control, high level control, or other flow control device in

the liquid product or water system. Containers or surfaces on which such wastes may accumulate shall be readily removable for cleaning, shall be easily cleanable and shall be corrosion resistant. If liquid wastes from drip, spillage or overflow, which originate within the machine are discharged into a sewerage system, the connection to the sewer shall be through an air gap.

(10) Delivery of foods, equipment and supplies – Food, single-service containers and food-contact surfaces of equipment, containers and devices shall be protected from the elements, dirt, dust, insects, rodents and other contamination while in transit to vending machine locations. Potentially hazardous foods shall be maintained at safe temperatures while in transit.

(11) Personnel – Individuals servicing or replenishing these machines shall comply with all applicable provisions of Rules 64E-11.005 and 64E-11.012 through 64E-11.013, F.A.C., of this chapter.

Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History–New 6-1-93, Formerly 10D-13.0331, Amended 3-15-98.

64E-11.011 Procedure When Infection Is Suspected.

When the department has reasonable cause to suspect possibility of disease transmission from any food service establishment employee, the department shall secure a morbidity history of the suspected employee, or make other such investigation as may be indicated and take appropriate action. The department may require any or all of the following measures:

- (1) Immediate exclusion of the employee from all food service establishments.
- (2) Immediate closure of the food service establishment concerned until, in the opinion of the department, no further danger of disease outbreak exists.
- (3) Restriction of the employee's service to some area of the establishment where there would be no danger of transmitting the disease.
- (4) Adequate medical and laboratory examination of the employee or other employees.

Specific Authority 381.006, 381.0072(2) FS. Law Implemented 381.006, 381.0072(2) FS. History–New 1-1-77, Amended 1-6-81, Formerly 10D13.36, Amended 2-21-91, Retained here and Transferred to 7C-4.022, Formerly 10D-13.036.

64E-11.012 Manager Certification.

- (1) (a) All managers who are responsible for the storage, preparation, display, and serving of foods to the public shall have passed a written certification test approved by the department demonstrating a basic knowledge of food protection practices. Those managers who successfully pass the certification examination shall be issued a certificate which is valid for a period of five years from the date of issuance. All establishments shall designate in writing the food service manager or managers for each location. Establishments that serve highly susceptible populations, or have three or more employees at one time engaged in the storage, preparation, display, or serving of food shall have at least one certified manager present at all times when said activities are taking place. All other establishments

shall have a certified manager or managers responsible for all periods of operation but said manager or managers need not be present at all times. It shall be the responsibility of the certified manager or managers to inform all employees under their supervision and control who engage in the storage, preparation, or serving of food, to do so in accordance with acceptable sanitary practices as described in this chapter. The certified manager or managers shall also maintain a copy of the establishment's most recent regular food service inspection form provided by the department. Employees shall present this inspection form to guests or patrons for their review upon their request.

- (b) Managers employed on or after the effective date of this chapter shall have a period of 90 days after the effective date of employment to satisfactorily pass the required test.
- (2) The test shall be designed to assess the manager's knowledge of basic public health food protection practices, including: receiving of food supplies; food storage, including dry, refrigerated and freezer storage; food protection and preparation practices including thawing of potentially hazardous food, techniques to minimize handling, recognition of critical temperatures during storage, preparation, cooking, serving, displaying and reheating; personal hygienic practices of employees during all phases of preparation and serving of food; equipment and utensil design and fabrication, installation and location as well as cleaning, sanitizing and storage; water supplies; sewage disposal; plumbing; bathroom and handwashing facilities; garbage and trash storage and disposal; insect and rodent control; general housekeeping including cleaning, maintenance, lighting and ventilation; control of toxic materials; premises sanitation and other miscellaneous activities which the manager needs to ensure are accomplished to prevent the occurrence of foodborne illness.
- (3) The testing program shall demonstrate testing program compliance with one or more generally recognized measurement standards such as the Standards for Educational and Psychological Testing. Documentation of conformance shall include organization review and program evaluation by qualified psychometricians and shall demonstrate adherence in the areas of administrative independence; fairness; technical standards for test construction and evaluation including validity, reliability and errors in measurement, test development and revision, scaling, norming, score comparability and equating, and test publication; professional standards for test use including employment testing and professional and occupational certification; and related standards for testing linguistic minorities, testing people who have handicap conditions, test administration, scoring and reporting, protecting the rights of test takers and public information. Testing programs that provide documentation to the department of current accreditation by an accrediting organization as defined in the Conference for Food Protection Standards for Accreditation of Food Protection Manager Certification Programs shall be considered as meeting the provision for testing programs of this section, provided that the Testing Program maintains its accreditation.
- (4) Once approved, the testing program shall maintain and offer test(s) that comply with the current requirements of this chapter and shall notify and receive approval from the

department prior to making any changes to the test. Within 120 days of receiving notification from the department that this chapter has undergone substantial changes, approved testing programs shall revise their certification test(s) to be consistent with the applicable changes and notify the department when such revisions have been completed.

- (5) A test offered for compliance with this section shall be invalid when:
 - (a) It has not been approved by the department; or
 - (b) It is a previously approved test that has been changed without department approval; or (c) Any applicable requirement of subsection (4) of this section is not met.
- (6) Persons shall be considered certified under these rules when a written examination is a requirement for licensure by the Florida Department of Business and Professional Regulation in a dietary field and when these persons have acquired and maintained the currency of this license. The following establishments are also exempt from the manager certification requirements of this section:
 - (a) Any theater, if the primary use is as a theater and patron service is limited to food items customarily served to admittees of theaters such as popcorn, hot dogs, soft drinks, nachos and cheese, and pre-packaged snack foods;
 - (b) Establishments listed in Section 381.0072, F.S., as being exempt from this certification.

Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History--New 2-21-91, Amended 5-12-92, Retained here and Transferred to 7C4.023, Amended 6-1-93, 8-28-96, Formerly 10D-13.037, Amended 3-15-98, 7-14-03.

64E-11.013 Sanitation Certificates and Fees.

- (1) Sanitation Certificate Required.
 - (a) All food service establishment sanitation certificates shall expire on September 30. Sanitation certificates issued for a period less than a calendar year shall be prorated on a quarterly basis, in accordance with Section 381.0072(4), F.S.
 - (b) 1. Food service establishments containing multiple food operations housed in the same building, at the same location, under the same ownership and operation must function according to either one of the following:
 - a. Each food operation shall operate under the umbrella of the sanitation certificate issued to the main food service operation, in which case the sanitation certificate shall be posted in a conspicuous location at the main food service establishment, or
 - b. Each food operation shall be issued its own individual sanitation certificate, in which case each food service establishment shall post their own sanitation certificate in a conspicuous location in their establishment. The owner or operator of the food service establishment shall decide which of the sanitation certificate processes listed above, will be followed.

2. Food service establishments where multiple food operations are located in different buildings at the same location regardless of ownership shall each be issued their own individual sanitation certificate, in which case each such food operation shall post their own sanitation certificate in a conspicuous location in their food service operation.

(2) Application and Renewal of Sanitation Certificates.

- (a) Each person who plans to construct, purchase, reopen, or operate a food service establishment shall apply for and receive a certificate from the department prior to the commencement of operation. Applications for certificates shall be made to the department on DOH Form 4086, Application for Sanitation Certificate, 7/98, which is incorporated herein by reference and which can be obtained from the environmental health section of the county health department.
- (b) Applications for certificates shall be accompanied with the annual fee and any other applicable fee that is required in subsection (3).
- (c) Prior to the renovation of a food service establishment, notification shall be provided to the department. This notification shall include construction schedules and details of the work to be completed. Prior to the construction or extensive remodeling of a food service establishment, or the conversion of a structure for use as a food service establishment, or remodeling which includes the addition or relocation of major equipment, plans of the facility and its operation shall be submitted to and approved by the department. Plans may be submitted by the owner, prospective operator or their designated representative. All plans shall comply with the requirements of this chapter. Plans shall be drawn to scale, describe the layout, construction, and general operation of the facility, equipment design and installation, the intended menu, and similar aspects of the facility's operation that relate to the requirements of this chapter. The department shall grant or deny approval of the plans in writing pursuant to the provisions of Chapter 120, F.S. Approval or denial shall be based on whether or not the plans comply with the requirements of Section 381.0072, F.S., and the provisions of this chapter.
- (d) Before a certificate is issued to a newly constructed or extensively remodeled food service establishment, an inspection shall be made by a representative of the department for the determination of compliance with the requirements of this chapter and Section 381.0072, F.S.

(3) Fees.

- (a) Fees shall be submitted to the department for certificates, as well as the provision of other required public health services at food service establishments. A food service establishment which applies for an annual certificate shall pay the full fee. Fees for all other certificates, such as change of ownership, reinstatement after revocation of certificate or new establishments after the first quarter shall be prorated on a quarterly basis. Proration shall be based on the quarter the department receives an

application for a Sanitation Certificate to operate a food service establishment. Proration shall not apply to annual renewals of Sanitation Certificates.

- (b) Except for establishments specifically exempted from fees in subsection (4), all food service establishments shall pay an annual or prorated fee to the department according to the following schedule:

Annual Sanitation Certificate Fee per Food Service Establishment:

	Total
1. Hospital	\$250.00
2. Nursing Home	\$250.00
3. Detention Facility	\$250.00
4. Bar/Lounge	\$190.00
5. Fraternal/Civic Organization	\$190.00
6. Movie Theater	\$190.00
7. School Cafeteria	
a. Operating for 9 months out of a year	
\$170.00	
b. Operating for more than 9 months	
\$200.00	
8. Residential Facility	\$135.00
9. Other Food Service	\$190.00
10. Child Care Center	\$110.00
11. Limited Food Service	\$110.00
12. Caterer	\$180.00
13. Mobile Food Unit	\$180.00
14. Vending Machine Dispensing Potentially Hazardous Food	\$85.00

- (c) 1.a. Food service establishments with multiple food operations housed in the same building, at the same location, under the same ownership and operation, which operate under the umbrella of the sanitation certificate of the main food service establishment (as addressed in subparagraph (1)(b)1., of this rule), shall be assessed a single annual fee. That fee shall be assessed on the main food service establishment, it shall be the maximum allowed in Section 381.0072, F.S., which is \$300, and it shall cover the other food service facilities operating in that same building under the umbrella of the main food service establishment.
- b. Food service establishments with multiple food operations housed in the same building, at the same location, under the same ownership and operation choosing not to operate under the umbrella of the sanitation certificate of the main food establishment (as addressed in subparagraph (1) (b) 2., of this rule) shall be assessed separate annual fees for each food operation based on the category of establishments listed in paragraph (3) (b) above.

- c. Food service establishments with multiple food operations located in different buildings at the same location, regardless of ownership, shall be assessed separate annual fees for each food operation based on the category of establishments listed in paragraph (3)(b) above.
 - 2. Vending machines dispensing potentially hazardous food, caterers and mobile food units that are located at or operated from an establishment listed in Section 381.0072, F.S., shall be charged the fees listed in paragraph (3) (b) above when they are not operating under an existing Sanitation Certificate that has already been issued for the main food service establishment where they are located.
 - (d) The following schedule of fees is established for plan reviews, food service worker training and testing, alcoholic beverage establishment sanitation inspections, re-inspections, late renewals:
 - 1. Plan review \$ 40.00 per hour
 Public schools
 Colleges, teaching facilities are exempt from this fee.
 - 2. Food establishment worker training course (per person) \$ 10.00
 - 3. Sanitation inspection
 - a. Alcoholic beverage inspection approval \$ 30.00
 - b. Requests for inspection \$ 40.00
 - 4. Re-inspection \$ 75.00
 (for each re-inspection after the first)
 - 5. Late renewal of certificate \$ 25.00
 - 6. Temporary event food service establishment
 - a. Sponsor without an existing sanitation certificate \$100.00
 - b. Vendor or booth at an establishment or location \$50.00
 without an existing sanitation certificate
 - (e) All fees collected pursuant to this section shall be deposited under a unique revenue code within the individual county health department trust fund to be used to meet the cost of carrying out that portion of the food hygiene program described in this chapter. All fees submitted to the department are nonrefundable, once action has been taken on the application.
- (4) Exemptions. The following limited food service establishments are exempted from the fee requirements of this section:
 - (a) Food service establishments that only serve catered meals which have been prepared in an approved food establishment and where no ware washing, and no storage, re-heating, or re-service of the catered food takes place onsite; such as satellite kitchens at schools and other institutions, and similar operations.
 - (b) Child care facilities and other institutions that serve only snacks, as that term is defined in Rule 64E-11.002, F.A.C., of this chapter, or that require individuals in attendance to bring their own meals to the facility, which do not require any food preparation.

Rulemaking Authority 381.0072, 154.06 FS. Law Implemented 381.0072(2), 154.06 FS. History—New 2-21-91, Amended 5-12-92, Retained here and Transferred to 7C-4.024, Amended 6-1-93, 11-30-93, 8-28-96, Formerly 10D-13.038, Amended 3-15-98, 7-14-03, 4-1-09.

64E-11.014 Mobile Food Units.

All mobile food units required to have vehicle identification numbers shall submit their vehicle identification number to the department on the application for licensure. The license decal shall be affixed to the mobile food unit. Mobile food units shall comply with Rules 64E-11.001 through 64E-11.008 and Rules 64E-11.011 through 64E-11.013, F.A.C., except that such mobile food units shall not be required to have employee/patron toilet facilities or mop sinks. Moreover, no license shall be granted to a mobile food unit until the following additional requirements have been met:

- (1) A potable water supply system of sufficient capacity (minimum 5 gallons) to furnish an adequate quantity of hot and cold water for food preparation, cleaning and handwashing purposes shall be provided during all periods of operation. The water inlet shall be located so that it will not be contaminated by waste discharge, road dust, oil or grease, and it shall be kept capped unless being filled. It shall be provided with a transition connection of a size or type that will prevent its use for any other service.
- (2) A suitable liquid waste system, including a waste tank having a capacity at least 15 percent greater than the water supply system, shall be provided. All connections on the unit for servicing mobile food unit waste disposal facilities shall be of a different size or type than those used for supplying potable water to the mobile food units. The waste tank shall be capable of being completely drained and flushed.
- (3) Serving openings shall not be larger than necessary for the particular operation conducted and shall be kept closed at all times except when food is actually being served. Mobile food units shall provide only single-service articles for use by the consumer.
- (4) Waste containers shall be provided for the deposit of food scraps, food wrappings, cups, napkins and discarded single service articles.
- (5) Mobile food units shall operate from an approved commissary that meets all applicable requirements of this rule. The commissary must be provided with potable water and adequate facilities for disposal of liquid and solid waste. The mobile food unit must report to the commissary to store or replenish supplies, clean utensils and equipment or dispose of liquid and solid waste. Mobile food units which are self-sufficient for equipment, storage, and utilities must report to the commissary at least once weekly or as often as needed to replenish supplies, clean the interior of the unit, or dispose of liquid or solid wastes. A letter from the commissary will be submitted as part of the application confirming the arrangements above. A mobile food unit which is self-sufficient includes a three compartment sink for washing, rinsing, and sanitizing of equipment and utensils, a separate hand wash sink, adequate refrigeration and storage capacity, full provision of power utilities including electrical, LP gas, or a portable power generation unit, and a liquid waste disposal system and potable water holding tank in accordance with subsections (1) and (2) of this rule. Mobile food units which are not self-sufficient must report to their commissary at least

once daily. The exterior of the unit may be washed in any location, provided the waste water does not create a sanitary nuisance.

(6) When a service area is provided at the commissary for cleaning and servicing mobile food units, the service area shall include at least overhead protection for any supplying, cleaning or servicing operation. Such area shall be physically separated from other food operations; shall be equipped to furnish approved potable water in accordance with applicable provisions of Chapters 62-550 and 62-555 or 64E-8, F.A.C.; and shall provide facilities for the drainage and disposal of liquid wastes in accordance with applicable provisions of Chapter 64E-6 or 62-600, F.A.C., and the plumbing authority. The surface of the servicing area shall be constructed of a smooth nonabsorbent material such as concrete or machine laid asphalt and shall be maintained in good repair, kept clean and be graded to drain.

(7) Mobile food units which are limited to the sale of non-potentially hazardous food only shall be exempt from:

- (a) The requirements of employee hand washing sink, provided that only pre-packaged items are offered; and
- (b) A utensil washing sink will not be required when all necessary washing and sanitizing of utensils and equipment are conducted at a designated approved commissary or fixed food establishment. An adequate supply of spare preparation or serving utensils shall be maintained on the unit and used to replace any utensils that become contaminated.

(8) Mobile food units may temporarily connect to an approved utility system for a time period not to exceed one day's operation, provided the utility system is adequate to meet the needs of the unit, sanitary facilities are made available for employees and patrons in accordance with the applicable plumbing authority, and the unit returns to its base commissary at least on a daily basis as described in subsection (5) of this section.

Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History—New 3-15-98, Amended 7-14-03.