



TRI-COUNTY REGIONAL JAIL

4099 State Route 559
Mechanicsburg, Ohio 43044
Scott E. Springhetti, Executive Director
Telephone: 937-834-5052 Fax: 937-834-9975
E-mail: sspringhetti@tricojl.com



Request for Proposals and Bid Specifications for
Food Service Operations for the
Tri-County Regional Jail

Bid Specifications for Food Service Operations at the Tri-County Regional Jail (Does not include Commissary (Canteen) Services)

The Tri-County Corrections Commission will accept bids for food service operations as described below for services to be provided to the Tri-County Regional Jail.

The following list of specifications is based on the needs of the Tri-County Regional Jail:

A. General Specifications

1. Scope of Work

The contractor shall furnish all management, labor, food, materials and supplies necessary to provide food service for the Tri-County Regional Jail, which is a full-service adult correctional facility. This shall include food services for all inmates and staff, including special dietary requirements for inmates, seven days per week, for a period of not less than one (1) or more years from the date of startup. This contract may be extended, beyond the scope of the initial agreement, in accordance with the guidelines for the State of Ohio, and may also include an additional, bi-weekly boxed fresh meal agreement. The contractor submitting the proposal shall include in its submission the method by which it expects to adjust the price per meal after the first year of the contract for the length of the proposal plus any additional extensions that may be agreed upon in accordance with the laws of the State of Ohio. The adjusted price per meal shall be given, in writing, to the Executive Director of the Tri-County Regional Jail at least ninety (90) days prior to the end of the first year or each year of the agreed upon contract. The Executive Director shall have the right to negotiate the price per meal rate prior to extending the contract beyond the original agreement entered in to. Should the Executive Director or the Tri-County Corrections Commission be unable to reach an agreement on the terms of any extension beyond the original agreement, the food service operations may be put back up for bid. Should the contracted food service provider fail to propose an extension at least ninety (90) days prior to the end of the initial contract or subsequent agreements, the adjusted price per meal will remain in effect until both parties can reach an agreement.

2. Contracting Officer

The Executive Director or his/her designee shall be the contracting officer who shall act as the agent of the Tri-County Corrections Commission for the purpose of serving as the Commission's contact person for the successful bidder, herein referred to as the Contractor, overseeing performance and completion of the contract pursuant to its terms and receiving, reviewing, and processing billing from the contractor, including periodic inspections of the food service area and receiving menus for approval.



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3. Insurance

The Contractor shall carry appropriate insurance on its employees, products, and property, including Worker's Compensation and general liability in the minimum amount of one million dollars (\$1,000,000.00) per occurrence with aggregate of two million dollars (\$2,000,000.00).

The Contractor shall provide the Tri-County Corrections Commission, not later than the commencement of service under the contract, with certificates of insurance for the foregoing coverages, which designate the Tri-County Corrections Commission as an additional insured with respect to the Contractor's participation in the contract and which includes a provision that the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) day prior written notice provided to the Tri-County Corrections Commission. Cancellation of insurance shall be cause for immediate cancellation of the contract.

4. Taxes, Licenses, and Permits

The Contractor shall pay all applicable taxes and shall obtain and keep current all necessary licenses and permits. The Contractor shall not pass off to the Tri-County Corrections Commission, through billing, any taxes and/or fees for licenses or permits.

5. Equal Employment Opportunity

The Contractor, at all times, shall comply with all applicable State and Federal laws relating to discrimination and equal employment opportunity, including the Americans with Disabilities Act, and furnish documentation of compliance with such laws as reasonably requested by the Tri-County Corrections Commission.

6. Indemnity

The Contractor shall assume full responsibility for and shall fully protect, indemnify, defend, and hold harmless, the Tri-County Corrections Commission from all liability resulting in whole or part from any negligent acts or omissions of the Contractor, or any employee, agent, or representative of the Contractor and from claims arising from food products and for any damage to or loss of any Tri-County Corrections Commission property, including buildings, fixtures, furnishings, equipment, supplies, accessories, or parts caused by the Contractor or any employee, agent, or representative of the Contractor.

7. Performance Bond

The successful bidder shall be required to replace the bid bond with a one hundred percent (100%) performance bond based on the annual cost for one year with an average daily population of 186 inmates, within ten (10) days after the award of the bid.

8. Failure to Perform

The Contractor shall perform the work in accordance with specifications. Failure to perform the work as provided herein may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of the contract. In the event of such termination the Contractor shall be liable to the Tri-County Corrections Commission for any excess costs in services. Any cost incurred by the Tri-County Corrections



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Commission for failure of the Contractor to abide by the food service contract with the Commission or to perform the necessary services as described herein will be borne by the Contractor.

9. Termination Notice

This contract may be terminated by either party provided a ninety (90) day written notice is given to the other party. Written notice to the Tri-County Corrections Commission must be sent to the Executive Director of the Tri-County Regional Jail and a copy must be sent to the Chairman of the Tri-County Corrections Commission.

10. Subcontracting

The Contractor shall not subcontract or assign any portion of the food service operation or its rights or obligations under the contract without prior written consent of the Tri-County Corrections Commission.

11. Discontinuance of Operation

Should it become necessary for the Tri-County Corrections Commission to discontinue operation of the Tri-County Regional Jail, for any reason, this contract shall become null and void.

12. Emergency Conditions

In the event of a natural or other disaster, but not limited to flood, fire, riot, water contamination, and major illness, the bidder must include in the proposal a detailed description of the bidder's emergency plan for providing food service to the inmates held at the Tri-County Regional Jail.

If the emergency condition is caused by the Contractor, the Contractor shall bear one hundred percent (100%) of the additional cost incurred. If the emergency condition was caused by actions created by the Tri-County Regional Jail, the Tri-County Corrections Commission shall bear one hundred percent (100%) of the additional cost incurred. If the emergency condition was caused by actions of both the Contractor and the Tri-County Regional Jail, the additional costs shall be split evenly (50/50) between the Tri-County Corrections Commission and the Contractor.

B. Staffing

1. Food Service Manager

The Contractor shall provide a trained food service manager with at least one (1) year of experience in a correctional environment who will work with the administration of the Tri-County Regional Jail. The Contractor shall provide sufficient proof of the Food Service Manager's qualifications. The Food Service Manager and all other staff employed by the Contractor will be subject to review and approval by the Executive Director or designee. The Tri-County Regional Jail shall reserve the right to require the Contractor to remove any employee of the Contractor from the Tri-County Regional Jail at the Executive Director's discretion.

2. Nutrition Consultant

The Contractor shall provide a qualified nutrition consultant, who is at a minimum, a certified dietitian, on its staff for consultation and review of menus. The Tri-County Regional Jail Commission reserves the right to consult with another dietitian for review of menus and nutritional information.



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3. Staffing of Food Service Department

The Contractor shall provide sufficient staff at all times to provide for the efficient, timely operation of food service. Minimum staffing shall consist of at least one (1) full-time, on site, manager and two (2) full-time, on site food service workers and additional staff necessary to provide full-service food preparation and delivery seven days a week to inmates and staff at the Tri-County Regional Jail.

4. Inmate Labor

The Tri-County Regional Jail shall attempt to provide the inmate labor necessary for meal delivery, cleanup and other activities that can be appropriately handled by inmate labor. However, if inmate labor is not available or insufficient, then the Contractor shall ensure sufficient numbers of employees are available to provide services necessary for food preparation, delivery and cleanup.

5. Minimum Wage

The Contractor must pay no less than minimum wages as defined by the State of Ohio or higher wages.
Inmates are not paid.

6. Background Investigations

The Contractor's employees shall be subject to a background investigation and security check as is normally required for personnel of the Tri-County Regional Jail. The Tri-County Regional Jail Commission reserves the right to deny any of the Contractor's employee's access to the Tri-County Regional Jail who do not meet or obey the established rules and regulations of the Tri-County Regional Jail. Final selection of all Contractors' employees shall be approved by the Contracting Officer.

7. Drug Screening

Contractor's employees shall undergo drug screening at the expense of the Contractor by outsourced vendor prior to beginning work at the Tri-County Regional Jail. Verification will be provided to TCRJ.

8. Orientation and Training

Contractor's employees shall undergo orientation and annual training with Tri-County Regional Jail staff in accordance with State of Ohio Jail Standards.

9. Conduct of Contractor Employees

Employees of the Contractor shall abide by the policies and procedures of the Tri-County Regional Jail.

10. Supervision of Inmate Workers

The Contractor shall provide adequate supervision for all inmates assigned to the food service area while performing their duties. The Contractor's employees shall be required to notify security personnel of any inmate problem or violation of any rules by inmates. Contractor's employees shall use Tri-County Regional Jail forms in documenting security breaches or inmate rule violations.



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11. Staffing Proposal Requirements

The Contractor shall provide with its proposal individual job descriptions, levels of responsibility and schedules for hired employees and inmate workers.

C. Food Specifications

1. All food shall be provided by the Contractor and be prepared on-site.
2. No pork shall be used.
3. All meat and meat products, including poultry and fish shall be USDA inspected.
4. All canned fruits and vegetables shall be USDA grade C.
5. Frozen fruits and vegetables shall be USDA grade B.
6. Fresh produce shall be USDA #2
7. Dairy products shall be USDA grade A.
8. Eggs shall be USDA grade A medium.
9. Commodities

Contractor agrees to assist the Tri-County Regional Jail in securing surplus food items when minimum quality standards are satisfied and when costs of a given surplus item are less than that available to the Contractor. Contractor shall follow all record keeping requirements for purchasing surplus food.

10. Meal Standards

All meals shall meet RDA requirements. Regular meals shall provide 2800-3000 calories per day. Food shall be served fresh and in a variety and at temperatures specified by Bureau of Adult Detention Standards. Any uneaten food that returns on trays shall be discarded. Portion sizes shall be documented on menus as serving (cooked) weight unless otherwise specified. Contractor shall provide a breakdown of the type of portions expected, such as; 2-3 servings per day, etc.

11. Food Inventory

Contractor shall be responsible for purchasing, receiving and storing all food necessary for the preparation of each meal in sufficient quantity to meet the needs of the inmates and staff during the period of the contract. The Contractor must maintain, at a minimum, a three (3) day supply of food on hand at the Tri-County Regional Jail. All inventories shall be rotated regularly and the Contractor shall ensure that the food items are not served after the expiration date listed on the package or containers. Contractor shall retain ownership of such inventory.

12. Meal Counts

The Contractor's food service employees shall ascertain from the Tri-County Jail staff a total meal count. Methods for obtaining the most accurate counts for inmate trays, including medical and religious diets,



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as well as boxed or bag meals for those inmates out to court will be established to ensure all inmates are provided a meal. Staff meals will be provided when the staff request a meal from the Contractor's employees.

13. Pre-plating

Meals shall be portioned on insulated trays in the kitchen and placed on a cart in the staging area. Inmate workers will deliver the carts while supervised by corrections officers to appropriate inmate housing areas. If pre-plating is done by inmates it shall be supervised directly by food service staff.

14. Meal Schedules

Approximate Serving times

| | |
|-----------|-----------|
| Breakfast | 0500-0530 |
| Lunch | 1100-1130 |
| Dinner | 1700-1730 |

- Contractor will ensure that meals are served with no more than fourteen (14) hours elapsing between meal delivery

15. Staff Meals

Staff meals shall be prepared from a menu provided by the Contractor or staff may eat the same meal prepared for inmates. Meals for staff shall be prepared by Contractor employees only. Staff meals shall be the same price as an inmate meal unless the staff person orders something different. Staff will contact the Contractor directly if ordering meals.

16. Sack or Boxed Meals

Sack meals shall be provided to inmates who will not be on premises during regular meal time. Such meals will consist of a balanced diet in accordance with the Contractor's dietician and will also provide the same or similar caloric value as the meal being missed. The Contractor may also provide bi-weekly, fresh selection (boxed) meals outside of the standard meal schedule upon a separate agreement with the Tri-County Regional Jail with regard to the terms and conditions of such meals.

17. Menu Cycle

The menu cycle shall be four weeks and will be submitted for approval to the Executive Director or designee at least thirty days in advance. Four week menu cycles can repeat if authorized by the Executive Director or designee.

18. Recipes

Contractor shall maintain a file of recipes containing the list of ingredients and their quantities.

19. Substitutions

The Executive Director shall be given notice of any substitutions to the existing menu and any substitution must be approved by a dietician.



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20. Special Diets

The Contractor shall provide special religious, medical or other diets at the same price per meal as other meals served that day. The Contractor shall follow Federal guidelines for religious diets.

21. Records

The Contractor shall keep a permanent record of the number of meals served, the food content of each meal and any meal substitution or modifications, with copies provided to the Contracting Officer. Records of substitutions shall include the items and portion sizes, the reason for the substitutions and verification that a dietitian has been consulted when appropriate. The Contractor shall maintain and provide such daily, weekly and monthly records as the Contracting Officer may require and that will be necessary for any inspection purposes. Records shall be maintained for a minimum of three years.

D. Operations

1. Average Daily Population

The average daily population is expected to be 185 inmates per day. This number can fluctuate down to approximately 120 and up to 215.

2. Equipment

The Contractor and its employees must safeguard all property of the Tri-County Regional Corrections Commission. The Contractor shall allow employees to use Tri-County Regional Jail Commission equipment only after they have been trained in its proper use. The Contractor shall be held liable for damages to Tri-County Corrections Commission equipment due to negligence, improper use, or carelessness on the part of their employees. The Contractor shall notify the Executive Director or designee immediately of the need for equipment repair and maintenance and the reason for the maintenance or repair need.

3. Keys

The Contractor and the employees of the Contractor shall be responsible for keys obtained from the Tri-County Regional Jail to operate the food service area. Contractor and employees of the Contractor shall report, immediately, any loss or loss of control of any keys issued to operate the food service area to the shift supervisor. Keys shall be checked out at the start of the Contractor's shift from the shift supervisor's office and returned at the end of the Contractor's shift or prior to leaving the Tri-County Regional Jail. No keys shall ever leave the Tri-County Regional Jail.

4. Contractor Expenses

The Contractor shall be responsible for all labor related costs, food costs and other expenses related to operating the food service department, such as; cleaning supplies, paper supplies, laundry and uniforms for Contractor employees, insurance premiums and license fees, long distance telephone calls, office supplies and postage. Contractor shall also be responsible for repairs on any kitchen equipment that was damaged or in need of maintenance due to Contractor's negligence or improper maintenance/operation of said equipment.



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5. Knife and Utensil Security

The Contractor shall ensure that all knives and kitchen/cooking utensils are counted and accounted for at all times. Knives shall never be left where an inmate can have access to them. A knife/utensil log shall be maintained in the kitchen office area to ensure accountability. All knives and utensils shall be confirmed to be present at both the start and the end of each day by both the Contractor's staff and Tri-County Regional Jail staff.

6. Sanitation

The Contractor shall ensure the sanitation of the food service area is maintained. All trash/garbage shall be removed to the dumpster, outside the Tri-County Regional Jail at the end of each shift. All equipment, floors, walls, fixtures shall be cleaned as necessary and on a set schedule. The sanitation records shall be maintained in Food Service Office in accordance with the Bureau of Adult Detention Standards and the Health Department standards.

7. Inspections

The Contractor shall agree to allow any unscheduled visits by the Executive Director or any other designated employee of the Tri-County Regional Jail. Both scheduled and unannounced visits from the local Health Department will also be granted access to the kitchen area without delay.

8. Termination of Agreement

Upon termination of the Agreement, the inventory of the Contractor shall remain those of the Contractor unless purchased by a new contractor or by the Tri-County Corrections Commission. Final payment to the Contractor shall be withheld until all transactions or arrangements for inventory purchases or removal have been completed to the satisfaction of the Tri-County Corrections Commission. The Tri-County Corrections Commission and the Contractor shall conduct a physical inventory of all non-perishable items, supplies and equipment belonging to the Corrections Commission. Any items belonging to the Tri-County Regional Corrections Commission being damaged or missing shall be replaced or repaired at the expense of the Contractor prior to final payment to the Contractor. The Contractor shall make available to the Tri-County Corrections Commission, all records, reports concerning the operation of the food service department, upon request, at no expense to the Tri-County Regional Corrections Commission. The Contractor shall provide any incoming contractor with at least one third (1/3) of the cooler space and at least one half (1/2) of the freezer space three (3) days prior to the termination date of the agreement. Thirty days (30) days prior to the termination of the agreement the new contractor shall be allowed access to the kitchen area for the purpose of training, planning and procedural review.

E. Tri-County Corrections Commission Responsibilities

- Provide, maintain, repair and replace, if necessary, all food service equipment and fixtures.
- Provide utilities necessary to operate food service.
- Provide pest control.
- Provide trash pick-up once trash is taken to the dumpster at the rear of the Tri-County Regional Jail.



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- Provide office with desk, chair, filing cabinet, telephone and two-way radio to communicate with Central Control.
- Provide departmental forms necessary for incident reports and inmate conduct reports.

F. Billing

Contractor shall be paid in full, for services spelled out in the agreement, when submission of properly documented invoices are given to the finance officer of the Tri-County Regional Jail.

INSTRUCTIONS TO BIDDERS

A. Bid submittal:

Reply to: Tri-County Regional Jail
C/o Scott E. Springhetti, Executive Director
4099 S.R. 559
Mechanicsburg, Ohio 43044

B. Receipt, Opening of Bids, Schedule of Events.

1. Each bid shall be sealed and clearly marked on the front and the back of the mailing envelope:
Bid for Food Service Operation at the Tri-County Regional Jail.
The envelope shall bear the name and address of the bidder.
2. Bids must be received by the Tri-County Regional Jail no later than **10:00 A.M on February 28, 2020**
3. Any bid may be withdrawn prior to the scheduled time and date for the bid opening or authorized postponement thereof. Any bids received after the scheduled time and date of the bid opening shall not be considered.
4. Bidders shall not be permitted to alter their bids after bid opening.
5. Bidders shall not be permitted to withdraw their bids within 90 days of the actual bid opening except if the price was substantially lower than the other bids as a result of clerical error and the bidder notifies the Corrections Commission of this fact within two days after the bids are opened. The Corrections Commission has authority to determine if the bidder can withdraw their bids pursuant to ORC 9.31.
6. **Bid openings will be conducted promptly at 10:15 A.M. on February 28, 2020**
7. **Expected start date will be April 18, 2009.**
8. **Site visits, if desired by the prospective bidder, can be scheduled by contacting Executive Director Scott Springhetti at (937) 834-5052 or sspringhetti@tricojl.com**

C. Bid Bond

1. Each bid must be accompanied by a bid bond, or certified check, cashier's check, or letter of credit in the amount of ten-percent (10%) of the total bid amount for one (1) years' service based on the estimated annual average daily population of 185 inmates per day, conditioned that the



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bidder shall, if the response is awarded, execute a contract agreement in conformity with the Request for Proposal and his/her response.

2. The bid bond, letter of credit, cashier's check, or certified check is returned if the said bid is rejected and the said bid bond is accepted and the bidder executes and delivers a contract agreement properly completed in accordance with said bid.

D. Bid Duration

All prices quoted by the bidder in their respective bid must remain unchanged for a period of ninety (90) days after the date of the bid opening.

E. Bid Format

Each bid shall include a cover letter of transmittal that bears the company name and signature of an authorized representative of the bidder. This cover letter shall be brief (1 page) and include the total cost of the bid for the first year of service and whether the bid bond, certified check, etc is enclosed. The cover letter shall be the first page of the bid. The second page of the bid shall consist of the bid bond, etc.

The remaining portion of the bid shall be in the format as specifically set forth above, under the section labeled "specifications". The bidder shall identify the company name at the top of each page. Any additional information that needs to be included may be included as an attachment proposal to the bidding specifications.

F. Bid Evaluation

Considerations for awarding the bid shall include:

1. Total cost of the bid.
2. Date of implementation of services.
3. Quality of service proposal...if it exceeds the bid specifications.
4. References for the company.

G. Contract Award basis

Any contract awarded pursuant to these specifications shall be awarded based on the evaluation process and final approval from the Tri-County Corrections Commission. Tri-County Regional Corrections Commission reserves the right to reject any and all bids and waive technicalities.

H. Indemnification/Assurances

The successful bidder shall be required to execute a contract agreement in accordance with bid specifications, and in which, the successful bidder shall agree:

1. Not to assign the contract without prior written approval of the Tri-County Corrections Commission.
2. To be liable for, and indemnify, defend and hold harmless the Tri-County Corrections Commission and the Tri-County Regional Jail from all claims, suits, judgments or damages arising from negligence or omissions of successful bidders and/or subcontractors.



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3. To ensure that all information recorded, collected and maintained shall be subject, upon reasonable notice, to inspections, review and/or audit by authorized personnel of the Tri-County Regional Jail and State/Federal Government.
4. To retain all financial records, support documents, statistical records and any other documents for a period of three (3) years or longer if any audit findings are pending and have not been resolved at the end of the three year retention period.
5. To ensure that there will be no discrimination on the basis of sex, race, color, religion, ancestry, national origin or handicap against any person affected under this contract.

I. Americans with Disabilities Act

The Tri-County Corrections Commission complies with all rules and regulations pursuant to the Americans with Disabilities Act in procurement of services. Any bidder who submits a proposal must comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 Note).

J. Statement of Non-delinquency

After the award of the bid by Tri-County Regional Jail Director, the successful bidder shall be required to make a written statement signed and dated by an authorized representative of the company that there are no delinquent property taxes owed to Champaign, Madison or Union counties as required by ORC 5719.042.