

BOARD OF COUNTY COMMISSIONERS, BUTLER COUNTY, OHIO
315 High St., 6th Floor, Hamilton, OH 45011

REQUEST FOR PROPOSALS
R.C. §§ 307.86(M) & 307.862

Pursuant to R.C. § 307.86(M), The Board of Commissioners, Butler County, Ohio (the "County"), as the County contracting authority for the User designated herein has determined that the use of competitive sealed proposals would be advantageous to the County for the acquisition of the goods or services described in this Request for Proposals (the "RFP"). Therefore, pursuant to R.C. § 307.862, the County hereby solicits sealed competitive proposals as described in this RFP.

A. Submission of Proposal:

1. *Deadline for Submission of Proposals:* Wednesday, April 19, 2023 at 4:00 p.m. Proposals received prior to the deadline will be held and not be opened until the deadline.
2. *Proposals to be Delivered to:* Butler County Sheriff's Office, Attn: Debra Maloney, 705 Hanover Street, Hamilton, OH 45011

B. Description of Project:

1. *Project Name:* **Inmate Food Service**
2. *Contract No.:* 2023-003
3. *USER:* The contract to which this RFP relates is intended to be awarded by the County for the use of the Butler County Sheriff's Office (the "Sheriff's Office")
4. *County Contact Person:* Debra Maloney, Assistant Finance Director, Butler County Sheriff's Office, 705 Hanover Street, Hamilton, OH 45011, dmaloney@butlersheriff.org or Captain Nick Fisher, nfisher@butlersheriff.org.
5. *Brief Description of Project:* USER is requesting formal bids for qualified food service providers to contract for food service, including meals and management, at the Butler County Correctional Complex located at 705 Hanover Street, Hamilton, Ohio 45011. Butler County reserves the right to add other facilities for food service.
6. ***Please see Exhibit A for additional information.***
7. ***Potential Partial or Multiple Party Awards:*** County reserves the right to award upon recommendation of the Sheriff's Office any, none, or part of the project to one or more Vendors for designated portions of the project.
 - a. In the event that County elects to award multiple contracts concerning the project, the Sheriff's Office or its designee shall assume responsibility for coordination of the multiple contracts unless County expressly designates that the recipient of one of the awarded contracts shall be responsible to coordinate the multiple contracts.

Intended Contract Duration: The initial term of the contract shall be for three (3) years. After the initial contract term, Butler County may renew the contract for two (2) additional one-year periods mutually agreed upon by both parties. The contractor is permitted one price increase at the beginning of each year based on the percentage of increase in the US Department of Agriculture-Food Away from Home Index or otherwise agreed upon in writing.

8. ***Implementation Deadline:*** Project completion to be determined at time of contract award.
9. ***Pre-proposal Meeting:*** The Butler County Sheriff's Office personnel will provide a PRE-PROPOSAL MEETING/FACILITY TOUR on April 11, 2023 at 10 a.m. Please RSVP attendance to Debra Maloney at dmaloney@butlersheriff.org by April 10, 2023.

C. The Request for Proposals:

1. A list of specifications for this project is contained in the Exhibit A attached hereto.

2. A full copy of this RFP, together with all documents incorporated by reference into the RFP, is available to the public and may be obtained by either:
 - a. Download from the County's website at www.butlercountycommissioners.org or www.butlersheriff.org – Bid Opportunities.
 - b. A written request directed to the County's Contact Person as designated in this RFP.
3. County reserves the right to issue one or more addendums modifying the requirements or terms of this RFP.
 - a. A copy of each addendum will be:
 - i posted on the County and Sheriff's website;
 - ii provided via e-mail to each person/entity who has submitted a proposal at the time of the addendum; and
 - iii provided via e-mail to each person/entity who has provided the County's Contact Person listed in this RFP in writing:
 - (a) notice that the person/entity is considering submitting a proposal; and
 - (b) the person/entity's company name, contact person's name, company address, telephone number, e-mail address, and fax number.

D. **Prohibited Contacts:** To protect the integrity and fairness of the proposal process, unauthorized communications and other behavior by any prospective Vendor that violates or attempts to manipulate the RFP process in any way may result in the rejection of the offender's proposal.

1. Except as expressly authorized herein, neither a person/entity interested in submitting a proposal, a Vendor, nor their authorized representatives are permitted to communicate with Individuals Associated with this Project during the proposal process.
2. Authorized communications are as follows:
 - a. Prior to the date set herein for the receipt of proposals, persons or entities interested in submitting a proposal may submit written questions requesting clarification of information provided in this RFP. All such questions shall be submitted by email to the County Contact Person designated in this RFP. All answers will be shared with all other proposers and known perspective proposers.
 - b. Communications in connection with negotiations between the County and the Vendor who submits the proposal that County determines is the most advantageous to the County based on the rankings performed by County.
3. As used in this RFP, the term "Individuals Associated with this Project" is defined as:
 - a. County's elected officials;
 - b. The County Contact Person designated in this RFP; and
 - c. County employees (including but not limited to the designated Sheriff's staff) involved with development, management, and administration of this RFP and/or the process of evaluating proposals submitted in response to this RFP.

E. **Form of Proposals:** Each proposal submitted in response to this RFP shall:

1. Be submitted in writing and be responsive to the requests for information requested in this RFP.
 - a. The submittal shall contain an original and one (1) copy of the proposal.
 - b. The proposal shall contain the signature of a person who is duly authorized to submit the proposal on behalf of the Vendor.
 - c. The proposal shall contain the content and be organized in the format specified below:
 - i Each page of the proposal must be numbered sequentially at the bottom of the page.
 - ii All narrative information must contain a heading which clearly indicates the subject matter of the narrative.
 - d. The proposal must be consistent with applicable federal regulations, State of Ohio policies, and County policies and procedures.

2. Contain the full legal name and mailing address of the principal place of business of the person/entity submitting a proposal (the "Vendor").
 - a. If the Vendor is a sole proprietor, the Vendor shall identify any trade name or fictitious name under which the Vendor conducts his/her business.
 - b. If the Vendor is a corporation, limited liability company, limited partnership, limited liability partnership, or other form of business entity, the Vendor shall identify its form of business entity, any trade name or fictitious name under which the Vendor conducts its business, and whether the Vendor is licensed to do business in the State of Ohio.
3. Identify the name, postal mailing address, telephone number, and email address of the person(s) who is/are:
 - a. Responsible for preparation and submission of the proposal;
 - b. Authorized to respond to County's questions or requests for additional information related to evaluation of the proposal;
 - c. Conduct negotiations on behalf of the Vendor; and
 - d. Authorized to sign contract documents on behalf of the Vendor.
4. Fully respond to questions and requests for information set forth in this RFP. The required information may include, but not necessarily be limited to:
 - a. A description of the Vendor's business information including duration of business activity;
 - b. Vendor's experience with like or similar projects;
 - c. References from Vendor's representative clients/customers;
 - d. Vendor's key personnel who will be involved in the project; and
 - e. Disclosure of litigation or known claims pending or asserted against Vendor.
5. Disclose the name, address, phone number, other contact information, and scope of provided services/goods for each manufacturer, seller, subcontractor, and consultant who will assist the Vendor with the performance of the functions and duties in connection with the project.
6. Fully complete the Attachments attached to this RFP.
7. If County has described supplies, services, or both that may be subject to a partial award or multiple awards, each proposal must specify:
 - a. Which portion(s) of those supplies, services, or both the Vendor is proposing to provide; and
 - b. If the Vendor is proposing any differential pricing model based upon the scope of the contract which might be awarded to the Vendor, including but not necessarily limited to:
 - i. A premium in the event that less than the entire, or a specified portion, of the project scope would be awarded to the Vendor; or
 - ii. A discount in the event that the entire, or a specified portion, of the project scope would be awarded to the Vendor.
8. If a proposal contains any information which the Vendor believes is a trade secret or is otherwise entitled to protection as proprietary information, the Vendor has the sole responsibility to clearly identify and delineate the protected information and to otherwise take reasonable measures necessary to protect against the unauthorized disclosure of the protected information.

F. Units of Measurement:

1. All price or cost information contained in each proposal shall be stated in US dollars.
2. Unless otherwise expressly specified in the RFP, all quantities described in the RFP and each proposal shall be stated in English units of measurement (*i.e.*; metric units of measure shall not be used).
3. Unless otherwise expressly stated in this RFP, all time periods described in this RFP are expressed in terms of calendar days.

G. Proposal Evaluation Process:

1. Each proposal received by the proposal submission deadline as stated in this RFP shall be promptly opened by County and reviewed to determine whether the proposal complies with the requirements prescribed by the RFP and by Ohio law.
 - a. County shall open all timely submitted proposals in a manner that prevents the disclosure of contents of competing proposals to competing Vendors.
 - b. Proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under Section 149.43 of the Ohio Revised Code shall not be available until after the award of the contract.
 - c. Any proposal which County determines fails in any material respect to comply with requirements prescribed by the RFP and by Ohio law shall be rejected and returned to the Vendor without further proceedings.
2. Each proposal which the County determines substantially complies with requirements prescribed by the RFP and by Ohio law will be evaluated and ranked by County staff using the factors and criteria developed by the Sheriff's Office which are listed in the Exhibit A attached to this RFP.
 - a. County may initiate and conduct discussions with Vendors for the purpose of ensuring full understanding of, and responsiveness to, the requirements specified in this RFP, and accord fair and equal treatment with respect to any opportunity for discussion with Vendors to provide any clarification, correction, or revision of proposals.
 - b. If County determines that discussions with one or more Vendors are necessary, those discussions will be conducted in such a manner as County determines necessary to avoid disclosing any information derived from proposals submitted by competing Vendors during those discussions.

H. Rejection of Proposals: County reserves the right to reject, in whole or in part, any proposal which County determines:

1. Contains material exception(s) by the Vendor to the terms and conditions of this RFP;
2. Fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in this RFP;
3. Submits prices that County considers to be excessive, compared to existing market conditions, or determines exceed County's available funds; or
4. Would not be in the best interest of the County based upon the factors and criteria described in Exhibit A.

I. Negotiations:

1. After completion of the evaluation and ranking process described in this RFP, County will negotiate with the one Vendor who submitted the proposal that County determines to be the most advantageous to the County based on the rankings, including any adjustment to those rankings based on discussions described above.
2. County reserves the right to require that the Vendor provide demonstrations or samples as a part of the negotiations.
3. All of the Vendor's activities in connection with the making of a proposal and conducting negotiations with County shall be at the Vendor's sole cost and expense.
4. *Termination of Negotiations:*
 - a. A Vendor engaged in negotiations with County may terminate the negotiations by providing the County with written notice of the Vendor's withdrawal of the Vendor's proposal at any time prior to the County's award of a contract.
 - b. County may terminate negotiations with an Vendor at any time during the negotiation process by providing the Vendor with written notice of the Vendor's failure to provide the necessary information for negotiations in a timely manner or the Vendor's failure to negotiate in good faith, including but not limited to the Vendor's refusal to accept the contents of this RFP and the commitments contained in the Vendor's proposal.

- i County's written notice shall provide the Vendor with commercially reasonable notice as to the reasons why the Sheriff's Office has decided to terminate the negotiation process.
 - ii Unless within five (5) business days of the written notice the Vendor cures the deficiencies described by County in its written notice, the negotiation process between County and the Vendor shall be terminated.
- 5. If either the Vendor or County terminates the negotiation process, County may commence negotiations with the Vendor whose proposal is ranked the next most advantageous to the County according to the evaluation factors and criteria described in this RFP.

J. Contract Award:

- 1. Following the evaluation and ranking of the proposals submitted in response to this RFP and the negotiations described herein, County may award a contract to the Vendor whose proposal is determined to be the most advantageous to County.
 - a. To the extent described in this RFP, County may award a contract in whole or in part to one or more Vendors. The RFP shall be held firm for a minimum of ninety (90) days.
 - b. The Sheriff's Office shall send a written notice to the Vendor to whom the County wishes to award the contract and shall make that notice available to the public.
 - c. The Contract Documents upon which the contract award and any executed agreement are based shall include the final executed agreement between the County and the Vendor, this RFP (including any addenda issued by the County), and the Vendor's proposal. In the case of any conflict between the terms of any of the Contract Documents, the following order of precedence shall prevail:
 - i The executed agreement, including any exhibits or attachments thereto; and
 - ii This RFP.
 - d. The contract award will not be final until the County and the successful Vendor have executed a mutually satisfactory contractual agreement.
 - e. No contract performance may begin prior to the execution of a contractual agreement between the successful Vendor and County.
 - f. Butler County reserves the right to cancel an award immediately if new state or federal regulations or policy makes it necessary to change the service purpose or content substantially or to prohibit such service.
- 2. Within a reasonable time period after the award is made, County shall notify all other Vendors that the contract has been awarded to another Vendor.

Cancellation of the RFP: County may cancel or reissue this RFP if any of the following apply:

- 3. The supplies or services offered through all of the proposals submitted in response to this RFP are not in compliance with the requirements, specifications, and terms and conditions set forth in this RFP;
- 4. The prices submitted by the Vendors are excessive compared to existing market conditions or exceed the County's available funds; or
- 5. County determines that award of a contract would not be in the best interest of the County.

K. Other Information:

- 1. *Warranties.* Vendor must warrant that all services and goods provided by Vendor in connection with the project comply with the terms of the Contract Documents and will be free from defects for one year after County's acceptance thereof. Vendor shall also assign to the County all manufacturer's warranties applicable to goods provided by Vendor in connection with the project.
- 2. *Non-solicitation.* During the term of the agreement arising from this RFP and for one-year thereafter, Vendor shall not employ nor solicit for employment any current employee of the County unless such employee was terminated by County without just cause.
- 3. *Proprietary or Non-public Information.* Vendor shall maintain the confidentiality of any proprietary or otherwise non-public records and information contained in such records which is disclosed to Vendor in

connection with the negotiations described herein or the Vendor's performance of an agreement resulting from those negotiations.

4. *Compliance with Laws.* The performance by Vendor and its employees pursuant to the Contract Documents shall comply with all federal, state, and local laws, regulations, and policies/procedures.

Exhibit "A"

Specifications for Project

The Butler County Sheriff is accepting bids for qualified food service providers to contract for food service, including meals and management, at the Butler County Correctional Complex located at 705 Hanover Street, Hamilton, Ohio 45011. Butler County reserves the right to add other facilities for food service. The Butler County Correctional Facility has three locations. Resolutions and Court Street operate based on inmate population and either location can be opened or closed based on current needs. The inmate population fluctuates on a regular basis.

- Main Jail on Hanover Street
 - Eleven (11) housing units including Intake
 - Average housing unit holds 96 inmates
 - Total facility population = 848 inmates
- Resolutions on Second Street
 - Four (4) housing units
 - Average housing unit holds 40 inmates
 - Total facility population = 162 inmates
- Court Street Facility
 - Two (2) housing units
 - Average floor holds 95 inmates
 - Total facility population = 180 inmates

Request for Proposals must include the following specifications:

FOOD SERVICE GOALS

- To provide inmates with three nutritionally adequate meals each day;
- To provide storage of food items in accordance with Ohio Department of Health Standards;
- To serve and deliver meals efficiently;
- To prepare and deliver special diets efficiently, including operating a kosher kitchen for kosher meals;
- To explore options for food service which will increase its efficiency and effectiveness;
- To provide food service capacity which can deal with an expanded population;
- To timely return all food trays and accessories;
- To keep the kitchen clean throughout the day.

The contractor is to provide the vehicles designed to transport food service between facilities. Such vehicle shall be subject to the approval of the Butler County Sheriff's Office.

In line with these goals, the County expects any food service provider to maintain full compliance with minimum standards for Jails in Ohio-Full Service Facility, National Commission on Correctional Health Care Standards, and all other applicable codes including applicable Butler County Jail Policy and Procedures, as well as, Federal Marshalls.

GENERAL SPECIFICATIONS

1. Scope of Work

The Contractor shall furnish all management, labor, materials and supplies necessary to provide food service for the Butler County Jails for inmates and staff, including special diet meals, seven days a week, for a period of three (3) years. This contract may be extended for two (2) additional one-year periods upon mutual agreement. Prices are to remain firm for each one (1) year period. Prices may be adjusted annually on the anniversary date of the contract. Price adjustments will require a written notice to be received by the Butler County Sheriff at least thirty (30) days prior to the effective date of the adjustments. Contractor must include in their bid, the method by which they expect to adjust the price per meal after the first year.

2. Contracting Officer

The Butler County Sheriff or his designee shall be the Contracting Officer who shall act as the agent of Butler County for the purpose of serving as the County's contact person for the successful bidder, hereinafter referred to as the Contractor, overseeing performance and completion of the contract pursuant to its terms and receiving, reviewing, and processing billings from the Contractor, conducting periodic inspections of the food service area and reviewing menus.

3. Emergency Conditions

If the County's kitchen should be damaged by fire, flood, riot or similar events, the County will determine after consultation with the Contractor, whether and to what extent the kitchen is operable. If the contractor cannot then prepare and serve the required meals then the County as its option may continue with the contract or terminate without further obligation.

4. Accreditation

The facility is currently accredited by the State of Ohio and complies with U.S. Immigration and Customs Enforcement (ICE) and Federal Marshalls detention facility requirements. The contractor shall be responsible for complying with all current accreditation requirements. If the facility is denied re-accreditation on the basis of any fault of the Contractor, the Contractor shall pay a penalty of two hundred fifty thousand dollars (\$250,000) to Butler County. This failure may also constitute a breach of contract. The bid shall indicate the method the bidder will follow in establishing and revising food service policies and procedures.

STAFFING

1. District Manager

The Contractor shall provide a trained food district manager with at least five years' experience in correctional facilities, who will work with this administration. Provide the name, business address and credentials of the district manager in your bid proposal.

2. Food Service Manager

The Contractor shall provide a trained food service manager with at least one year experience in correctional facilities, who will work with this administration. The Contractor shall provide the Contracting Officer with the prospective manager resume. Employment of the manager and all other employees of the Contractor as the facilities will be subject to review and approval by the Butler County Sheriff's Office.

3. Nutrition Consultant

Contractor shall provide a qualified nutrition consultant, who is at minimum a certified dietician licensed by the State of Ohio, on its staff for consultation and review of menus. All item by item nutritional analysis of the proposed menu is required to be submitted with the bid.

4. Staffing

The bidder shall provide an operational analysis listing the staffing levels contemplated in its bid. Organization charts should be included based upon and delineating operational work flow.

5. Minimum Wage

The Contractor must pay Minimum Wage as defined by the State of Ohio, or higher wages.

6. Background Investigations

Contractor and subcontractor employees will be subject to a background investigation and security check as is normally required for personnel at the County Jail. The County reserves the right to deny any Contractor or subcontractor employee access to the facility that does not meet established security clearances or obey established rules and regulations. Final selection of all Contractor and subcontractor employees at the Butler County Jail shall be at the approval of the Sheriff.

7. Physical Examinations

All employees shall be required to undergo periodic physical exams as specified by State and local regulations at Contractor's expense.

8. Orientation and Training

Contractor and subcontractor employees must attend orientation classes and training as mandated by Butler County and the State of Ohio. The training will be provided by the County, but the Contractor is responsible for employee salaries for the time required to attend classes.

9. Conduct of Contractor's employees

The Contractor shall instruct all employees that all rules and regulations, policies, and procedures established by the Butler County Sheriff's Office shall be adhered to. In addition:

- A. Contractor shall prohibit its employees and those of any subcontractors from personal use of telephone or office equipment provided for official County business.
- B. All contractor and subcontractor personnel shall be required to wear identification badges and uniforms that are approved by the Butler County Sheriff's Office.
- C. All Contractor and subcontractor personnel shall be required to comply with Butler County and State of Ohio rules and regulations concerning food service including, but not limited to, ICE and Federal Marshalls.
- D. No food, supplies, materials, or equipment provided, acquired, or utilized in the performance of the contract shall be removed from the corrections facility for personal use or used in any manner not provided herein.
- E. Employees shall not fraternize with inmates. (This will be in Policy & Procedures which employees will be required to follow.)

10. Supervision of Inmate Workers

The Contractor shall provide sufficient staff ratio to supervise at all times any inmates assigned to the food service area (trustees) while performing their job assignment, including food preparation, staging of trays, receiving materials, and sanitation. The Contractor shall be responsible for documenting on specified forms and notifying security personnel of rule violations by inmates working in the food service section of the facility. Security personnel will be responsible for taking the necessary steps for disciplinary action, where appropriate. Contractor shall have the right to request the detention facility administration remove inmate staff from assignment to food service.

11. Inmate Labor

The County shall attempt to provide sufficient inmate labor for meal delivery, sanitation and other activities the County and the Contractor determine can be appropriately handled by inmate labor. However, should inmate labor not be available, the Contractor shall ensure that sufficient employees are present to delivery agreed upon services.

STAFFING BID REQUIREMENTS

The vendor shall provide with its bid:

- 1. List of the personnel to be employed to provide said contracted services known at bid date and a complete list of personnel in time for background checks.
- 2. Individual job descriptions and levels of responsibility to the Contracting Officer
- 3. A detailed sample of scheduled hours and number of inmate workers with the bid.

CONTRACT SUPERVISION

The Sheriff shall designate a person to oversee the contract between the Contractor and the County. The terms and conditions of the contract shall be randomly checked by this person for compliance by the Contractor. The Contractor will cooperate with this person in obtaining the information.

FOOD AND MEAL SPECIFICATIONS

1. All food shall be prepared on site.

2. Raw Food

The grade and quality of all food shall conform to minimum standards for jails in Ohio, National Commission on Correctional Health Care Standards, and standards of U.S. Immigration and Customs Enforcement (ICE) and Federal Marshals.

The following are minimum specifications for raw food, higher but not lower grades can be purchased. Contractor will use commodities as much as possible.

- Beef, veal and lamb shall be of at least USDA Choice;
- Ground beef, utility or better, not to exceed 25% fat;
- Pork shall be of at least USDA Grade A;
- Poultry shall be of at least USDA Grade A;
- Canned fruits and vegetables shall be of at least Grade C;
- Frozen fruits and vegetables shall be of at least USDA Grade B;
- Fresh produce shall be of at least USDA No. 2;
- Dairy products shall be of at least USDA Grade A;
- Eggs shall be at least USDA Grade A medium;
- Frozen fish and seafood must be a nationally distributed brand, packed continuous government inspection, USDA Grade A;
- Juice will be 100% fruit juice.

3. Commodities

Contractor agrees to assist Butler County 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. If surplus food is used, the Contractor agrees to fully utilize all appropriate surplus food commodities obtained by the Butler County Sheriff's Office from the U.S. Department of Agriculture.

Commodities should not be used in calculating meal prices. The value (or difference in cost) of the commodities received for each month will be calculated based upon current market cost and a credit for this value will be applied to the next invoice to Butler County.

Contractor shall follow all record keeping requirements of the USDA for purchasing surplus foods.

4. Meal Standards

All meals shall meet current recommended dietary allowance or recommended daily intake (RDI) requirements. Meals shall provide an average of 2900 calories a day. Food will be served fresh, in reasonable variety and at appropriate temperatures. All condiments for meals shall be provided in packets. Food that has been once served an inmate tray shall be discarded if uneaten. Portion sizes will be specified on the proposed menus as serving (cooked) weight unless otherwise specified.

The bidder must provide a breakdown of the type or portions expected daily such as: "meat group-at least two servings; vegetables and fruit group-at least four servings; bread and cereals-at least four servings; dairy-at least cups," to be submitted with bid.

5. Food Inventory

Contractor shall be responsible for purchasing and receiving all food necessary for preparation of each meal in sufficient quantity to meet the need of inmates, staff and visitors during the period of the contract. The Contractor must maintain at a minimum a fifteen-day supply of food stuffs on hand per ICE requirements. All inventory shall be rotated regularly and the Contractor shall ensure that food items are not served after the manufacturer's expiration date. Contractor must pay for spoilage damage, obsolescence of theft of food items. Contractor must coordinate and compile with Jail security during delivery of food items or supplies.

6. Meal Counts

The County will order inmate meals, special diet meals and box lunches at times mutually agreeable to the Sheriff's Office and the Contractor. However, the Contractor shall prepare sufficient additional meals in the event of newly arrived inmates.

7. Pre Plating

Meals shall be portioned on insulated trays in the kitchen and placed on a cart in a staging area. Inmate workers will deliver the carts with stacked trays to the housing units. If the pre-plating is done by inmate workers, it shall be under the constant direct supervision of food service staff.

8. Meal Schedule

Contractor shall provide three full, nutritionally balanced meals each day at regularly scheduled times as listed below.

	<u>START</u>		<u>END (NO LATER THAN)</u>
BREAKFAST	5:00 AM	TO	7:00 AM
LUNCH	11:00 AM	TO	1:00 PM
DINNER	5:00 PM	TO	7:00 PM

Meals for inmates returning late from court or late "book-ins" will be provided until 2:00pm for lunch or 8:00 pm for dinner. These times may be changed at the discretion of the County Jail Administration.

9. Staff Meals

Staff meals are available for purchase. Please include staff meal options in bid.

10. Vending Machines

Butler County Sheriff reserves the right to select and place vending machines at the County Jails.

11. Box Lunches

Contractor shall provide box lunches needed. Box lunches can be ordered for inmates that cannot eat during regular meal times any time the kitchen is open.

Box lunches will consist of, at minimum, one sandwich, one piece of fruit, chips or similar item, dessert and beverage. Contractor shall vary box lunch items to avoid repetition. Contractor shall submit a sample one week box lunch menu.

Box lunches for the outside inmate workers will be an enhanced box lunch with substantially additional food, essentially twice the nutritional content of the standard box lunch that can be billed at twice the standard price per meal.

12. Menu Cycle

The menu cycle will be four weeks minimum and will be submitted for County approval at least thirty days in advance.

Contractor shall submit as part of its proposal, two menu cycles, one for winter and one for summer.

The Contracting Officer reserves the right to request that the order of the menu be rearranged and/or that like or similar items be substituted if the need should arise.

Samples of the daily menus are included herein.

BREAKFAST: 6oz OATMEAL, 2 SLICES BREAD, 2 BUTTERS, 4oz ORANGE JUICE, & 4oz 2% MILK

4oz 2% MILK SERVED WITH DINNER—COFFE WITH LUNCH

WEEK ONE	LUNCH	DINNER
SUNDAY	4 OZ. EGGS 4 OZ. HASHBROWN TRI PATTIES (1) BISCUIT/4OZ. COUNTRY GRAVY 4 OZ. APPLESAUCE	8 OZ. SPAGHETTI/MEAT SAUCE 4 OZ. CARROTS 4 OZ. SLAW (1) BREAD
MONDAY	4 OZ. CHEESEBURGER/BUN (1) 3 OZ. TATOR TOTS/KETCHUP (1) 4 OZ. GREEN BEANS 4 OZ. APPLESAUCE	4 OZ. SALISBURY STEAK 4 OZ. MASHED POTATOES/2OZ GRAVY 4OZ. CARROTS (1) BREAD 4OZ. APPLESAUCE
TUESDAY	5 OZ. PIZZA 4 OZ. CARROTS 4 OZ. GREEN BEANS 4 OZ. APPLESAUCE 4 OZ. FRUIT COCKTAIL	4 OZ. CHICKEN NUGGETS 3 OZ. FRENCH FRIES/KETCHUP(1) 4 OZ. CARROTS (1) BREAD 4 OZ. PUDDING
WEDNESDAY	4 OZ. CREAMED CHICKEN (1) BISCUIT 4 OZ. MASHED POTATOES 4 OZ. CARROTS 4 OZ. CHOCOLATE PUDDING	5 OZ. GRILLED HAM & CHEESE 4 OZ. VEGETARIAN BEANS 4 OZ. SLAW 4 OZ. APPLESAUCE
THURSDAY	3.5 OZ. HOAGIE/BUN (1) 3 OZ. TATOR TOTS/KETCHUP (1) 4 OZ. CARROTS 4 OZ. APPLESAUCE	4.5 OZ. CHICKEN PATTY/BREAD(1) 4 OZ. MASHED POTATOES/2OZ GRAVY 4 OZ. GREEN BEANS 4 OZ. SLAW 4 OZ. APPLESAUCE
FRIDAY	3 OZ FISH/BUN(1) 4 OZ MAC & CHEESE 4 OZ GREEN BEANS 4 OZ APPLESAUCE	8 OZ TURKEY NOODLE CASSEROLE 4 OZ SLAW 4OZ CARROTS (1) BREAD 4 OZ APPLESAUCE
SATURDAY	8 OZ ZITI/MEAT SAUCE 4 OZ CARROTS (2) BREAD 4 OZ APPLESAUCE	8OZ CHICKEN RICE CASSEROLE 4 OZ GREEN BEANS (1) BREAD 4 OZ APPLESAUCE

BREAKFAST: 6oz OATMEAL, 2 SLICES BREAD, 2 BUTTERS, 4oz ORANGE JUICE & 4oz 2% MILK

4oz MILK SERVED WITH DINNER—COFFEE WITH LUNCH

WEEK TWO	LUNCH	DINNER
SUNDAY	3 OZ MEAT LOAF 4 OZ MASHE POTATOES/GRAVY 4 OZ GREEN BEANS	4 OZ CHEESE BURGER/BUN (1) 3 OZ TATOR TOTS/KETCHUP(1) 4 OZ CARROTS

	4 OZ APPLESauce (2) BREAD	4 OZ APPLESauce
MONDAY	8 OZ BEEF MAC 4 OZ MIXED VEGETABLES 4 OZ SLAW (1) BISCUIT 4 OZ APPLESauce	4 OZ CHICKEN PATTIES 4 OZ MASHED POTATOES/2OZ GRAVY 4 OZ GREEN BEANS (1) BREAD 4 OZ CHOCOLATE PUDDING
TUESDAY	(2) TURKEY HOT DOGS/BUNS 3 OZ FRENCH FRIES/KETCHUP (1) 4 OZ VEGETARIAN BEANS 4 OZ SLAW 4 OZ APPLESauce	4 OZ SALISBURY STEAK 4 OZ MASHED POTATOES/2 OZ GRAVY 4 OZ CARROTS (1) BREAD 4 OZ APPLESauce
WEDNESDAY	4 OZ SLOPPY JOE/BUN(1) 3 OZ TATOR TOTS.KETCHUP(1) 4 OZ GREEN BEANS 4 OZ SLAW 4 OZ APPLESauce	8 OZ TURKEY RICE CASSEROLE 4 OZ CARROTS (1) BREAD 4 OZ APPLESauce 4 OZ BUTTERSCOTCH PUDDING
THURSDAY	3 OZ HAMBURGER/BUN (1) 3 OZ FRENCH FRIES/KETCHUP (1) 4 OZ GREEN BEANS 4 OZ APPLESauce	4 OZ MEATLOAF 4 OZ RICE/2 OZ GRAVY 4 OZ CARROTS (1) BREAD 4 OZ APPLESauce
FRIDAY	3 OZ FISH/ BUN (1) 4 OZ MAC & CHEESE 4 OZ GREEN BEANS 4 OZ APPLESauce	8 OZ CHILI/CRACKERS(2) (1) GRILLED CHEESE 4 OZ SLAW 4 OZ APPLESauce
SATURDAY	4 OZ VEGETARIAN BEANS/WEENIES 4 OZ MIXED VEGTABLES (1) BREAD 4 OZ APPLESauce	4 OZ CHICKEN/GRAVY/4OZ NOODLES 4 OZ GREEN BEANS (1) BREAD 4 OZ APPLESauce

WARDEN BURGER RECIPE

- 1 LARGE CAN TOMATO PASTE
- 13 POUNDS FLOUR
- 3 POUNDS DRY MILK
- 13 POUNDS OATMEAL(OR OATS)
- 19 POUNDS BEANS
- 30 POUNDS GROUND TURKEY
- A PINCH OF SALT

MIX WELL AND ADD THE FOLLOWING ITEMS TO MIXTURE:

- 13 POUNDS CHOPPED CABBAGE
- 13 POUNDS CHOPPED CARROTS
- 13 POUNDS DICED POTATOES
- 5 POUNDS ONIONS

MIX WELL, MAKE LOAFs AND BAKE @ 350 DEGREES FOR 1 HOUR 45 MIN

LET COOL, SLICE 8-9 OZ. SLICES; SERVE WITH 2 SLICES OF BREAD

MAKES ABOUT 144 8-9 OZ SERVINGS

13. Recipes

Where combination foods are on the menu, the Contractor shall have on file the recipe providing the list of ingredients and their quantities; also the number of servings and the size of each serving

14. Substitutions

Any substitutions to an established menu shall be verified in advance with a dietician to determine the appropriateness of those substitutions.

15. Special Diets

Contractor will provide special medical, religious and vegetarian diets at the same price per meal as other meals that day. The contents of such meals shall be reviewed for approval by a dietician and, when appropriate, the County Jail Program Director, Warden, and medical staff, to ensure their proper nutritional balance.

Samples of daily menus are included herein

BUTLER COUNTY JAIL - DIABETIC MENU

BREAKFAST: 6oz OATMEAL, 2 SLICES BREAD, 2 BUTTERS, 4oz ORANGE JUICE & 4oz 2% MILK

4oz MILK SERVED WITH DINNER—COFFEE WITH LUNCH

WEEK ONE	LUNCH	DINNER
SUNDAY	4 OZ EGGS 4 OZ HASH BROWN TRI PATTIES (1) BISCUIT/ 4 OZ COUNTRY GRAVY 4 OZ APPLESAUCE DIABETIC	8 OZ SPAGHETTI/MEAT SAUCE 4 OZ CARROTS 4 OZ SLAW (1) BREAD
MONDAY	4 OZ CHEESEBURGER/BUN(1) 3 OZ TATOR TOTS/KETCHUP(1) 4 OZ GREEN BEANS 4 OZ APPLESAUCE DIABETIC	4 OZ SALISBURY STEAK 4 OZ MASHED POTATOES/2 OZ GRAVY 4 OZ CARROTS (1) BREAD 4 OZ APPLESAUCE DIABETIC
TUESDAY	5 OZ PIZZA 4 OZ CARROTS 4 OZ GREEN BEANS 4 OZ APPLESAUCE DIABETIC	4 OZ CHICKEN NUGGETS 3 OZ FRENCH FRIES/KETCHUP(1) 4 OZ CARROTS (1) BREAD 4 OZ PUDDING DIABETIC
WEDNESDAY	4 OZ CREAMED CHICKEN (1) BISCUIT 4 OZ MASHED POTATOES 4 OZ CARROTS 4 OZ CHOCOLATE PUDDING DIABETIC	5 OZ GRILLED HAM & CHEESE 4 OZ VEGETARIAN BEANS 4 OZ SLAW 4 OZ APPLESAUCE DIABETIC
THURSDAY	3.5 OZ HOAGIE/BUN (1) 3 OZ TATOR TOTS/KETCHUP (1) 4 OZ CARROTS 4 OZ APPLESAUCE DIABETIC	4.5 OZ CHICKEN PATTIE/BREAD (1) 4 OZ MASHED POTATOES/2 OZ GRAVY 4 OZ GREEN BEANS 4 OZ SLAW 4 PZ APPLESAUCE DIABETIC
FRIDAY	3 OZ FISH/BUN (1) 4 OZ MAC & CHEESE 4 OZ GREEN BEANS 4 OZ APPLESAUCE DIABETIC	8 OZ TURKEY NOODLE CASSEROLE 4 OZ SLAW 4 OZ CARROTS (1) BREAD 4 OZ APPLESAUCE DIABETIC
SATURDAY	8 OZ ZITI/MEAT SAUCE 4 OZ CARROTS (1) BREAD 4 OZ APPLESAUCE DIABETIC	8 OZ CHICKEN RICE CASSEROLE 4 OZ GREEN BEANS (1) BREAD 4 OZ APPLESAUCE DIABETIC

BREAKFAST: 6oz OATMEAL, 2 SLICES BREAD, 2 BUTTERS, 4oz ORANGE JUICE & 4oz 2% MILK

4oz MILK SERVED WITH DINNER—COFFEE WITH LUNCH

WEEK TWO	LUNCH	DINNER
SUNDAY	3 OZ MEAT LOAF 4 OZ MASHED POTATOES/GRAVY 4 OZ GREEN BEANS 4 OZ APPLESauce DIABETIC (1) BREAD	4 OZ CHEESEBURGER/BUN(1) 3 OZ TATOR TOTS/KETCHUP(1) 4 OZ CARROTS 4 OZ APPLESauce DIABETIC
MONDAY	8 OZ BEEF MAC 4 OZ MIXED VEGETABLES 4 OZ SLAW (1) BISCUIT 4 OZ APPLESauce DIABETIC	4 OZ CHICKEN PATTIES 4 OZ MASHED POTATOES/GRAVY 4 OZ GREEN BEANS (1) BREAD 4 OZ CHOCOLATE PUDDING DIABETIC
TUESDAY	(2) TURKEY HOT DOGS/BUNS 3 OZ FRENCH FRIES/KETCHUP (1) 4 OZ VEGETARIAN BEANS 4 OZ SLAW 4 OZ APPLESauce DIABETIC	4 OZ SALISBURY STEAK 4 OZ MASHED POTATOES/2 OZ GRAVY 4 OZ CARROTS (1) BREAD 4 OZ APPLESauce DIABETIC
WEDNESDAY	4 OZ SLOPPY JOE/BUN(1) 3 OZ TATOR TOTS.KETCHUP(1) 4 OZ GREEN BEANS 4 OZ SLAW 4 OZ APPLESauce DIABETIC	8 OZ TURKEY RICE CASSEROLE 4 OZ CARROTS (1) BREAD 4 OZ APPLESauce 4 OZ BUTTERSCOTCH PUDDING DIABETIC
THURSDAY	3 OZ HAMBURGER/BUN (1) 3 OZ FRENCH FRIES/KETCHUP (1) 4 OZ GREEN BEANS 4 OZ APPLESauce DIABETIC	4 OZ MEATLOAF 4 OZ RICE/2 OZ GRAVY 4 OZ CARROTS (1) BREAD 4 OZ APPLESauce DIABETIC
FRIDAY	3 OZ FISH/ BUN (1) 4 OZ MAC & CHEESE 4 OZ GREEN BEANS 4 OZ APPLESauce DIABETIC	8 OZ CHILI/CRACKERS(2) (1) GRILLED CHEESE 4 OZ SLAW 4 OZ APPLESauce DIABETIC
SATURDAY	4 OZ VEGETARIAN BEANS/WEENIES 4 OZ MIXED VEGTABLES (1) BREAD 4 OZ APPLESauce DIABETIC	4 OZ CHICKEN/GRAVY/4OZ NOODLES 4 OZ GREEN BEANS (1) BREAD 4 OZ APPLESauce DIABETIC

KOSHER WARDEN BURGER RECIPE

ALL KOSHER PRODUCTS

- DRAIN 30 POUNDS OF TUNA
- 3 POUNDS ONIONS
- 3 POUNDS CABBAGE
- 3 POUNDS DRY MILK
- ONE GALLON FLOUR
- 5 GALLONS OATS
- 2 CANS DRIED POTATOES
- 3 CANS PINTO BEANS(NOT DRAINED)
- 1 CAN TOMATO PASTE

BUTLER COUNTY MAIN JAIL - KOSHER/COMMON FARE DIET MENU

BREAKFAST: OATMEAL OR GRITS 6oz, 2 SLICES BREAD, 2 COUNTRY CROCK BUTTERS, 1 ORANGE

JUICE 4oz and 2 MILK 4oz EACH

JUICE IS SERVED WITH LUNCH & DINNER

WEEK ONE	LUNCH	DINNER
SUNDAY	2 EGGS HARD BOILED 2 HASH BROWNS 1 SL KOSHER BREAD 4 OZ FRUIT CUP	8OZKOSHER MEAT SAUCE W/NOODLES 4 OZ CARROTS 4 OZ SLAW 1 SL KOSHER BREAD 4 OZ FRUIT CUP
MONDAY	1 VEGGIE BURGER 2 KOSHER BREAD 16 FRENCH FRIES/KETCHUP 4 OZ GREEN BEANS 4 OZ FRUIT CUP	8OZ KOSHER BEEF/GRAVY W/NOODLES 4 OZ CARROTS 4 OZ FRUIT CUP 1 SL KOSHER BREAD
TUESDAY	4 OZ TUNA 2 OZ CHIPS 4 OZ GREEN BEANS 2 SL KOSHER BREAD 4 OZ FRUIT CUP	4 OZ POPCORN CHICKEN 16 FRENCH FRIES/KETCHUP 4 OZ CARROTS 1 SL KOSHER BREAD 4 OZ FRUIT CUP
WEDNESDAY	8 OZ RED BEANS & RICE 4 OZ CARROTS 1 SL KOSHER BREAD 4 OZ FRUIT CUP	4 OZ HOT DOG/MUSTARD 4 OZ VEGGIE BEANS 4 OZ SLAW 1 SL KOSHER BREAD 4 OZ FRUIT CUP
THURSDAY	1 VEGGIE BURGER/MUSTARD 2 SL KOSHER BREAD 16 FRENCH FRIES 4 OZ CARROTS 4 OZ FRUIT CUP	4 OZ CHICKEN BREAST 4 OZ MASHED POTATOES 4 OZ GREEN BEANS 4 OZ SLAW 1 SL KOSHER BREAD 4 OZ FRUIT CUP
FRIDAY	4 FISH STICKS 4 OZ MACARONI 4 OZ GREEN BEANS 1 SL KOSHER BREAD 4 OZ FRUIT CUP	8 OZ RED BEANS 4 OZ SLAW 4 OZ CARROTS 1 SL KOSHER BREAD 4 OZ FRUIT CUP
SATURDAY	8 OZ KOSHER MEAT SAUCE W/ZITI NOODLES 4 OZ CARROTS 1 SL KOSHER BREAD 4 OZ FRUIT CUP	8 OZ KOSHER BEEF& RICE GRAVY 4 OZ GREEN BEANS 1 SL KOSHER BREAD 4 OZ FRUIT CUP

**BREAKFAST: OATMEAL OR GRITS 6 OZ., 2 SLICES BREAD, 2 COUNTRY CROCK BUTTER, 1 ORANGE
JUICE 4 OZ & 2 MILK 4 OZ EACH**

JUICE IS SERVED WITH LUCH & DINNER

WEEK TWO	LUNCH	DINNER
SUNDAY	8 OZ BEEF NOODLES/GRAVY 4 OZ GREEN BEANS 1 SL KOSHER BREAD 4 OZ FRUIT CUP	8 OZ KOSHER VEGGIE PATTIE 16 FRENCH FRIES 4 OZ CARROTS 2 SL KOSHER BREAD 4 OZ FRUIT CUP
MONDAY	4 OZ TUNA 1 KOSHER BREAD 2 OZ POTATO CHIPS 4 OZ MIXED VEGGIES 4 OZ SLAW 4 OZ FRUIT CUP	4 OZ POPCORN CHICKEN 4 OZ MASHED POTATOES 4 OZ GREEN BEANS 1 SL KOSHER BREAD 4 OZ FRUIT CUP
TUESDAY	4 OZ HOT DOG 16 FRENCH FRIES 4 OZ VEGGIE BEANS 1 SL KOSHER BREAD	8 OZ BEEF & NOODLE/GRAVY 4 OZ CARROTS 1 SL KOSHER BREAD 4 OZ FRUIT CUP

	4 OZ FRUIT CUP	
WEDNESDAY	8 OZ RED BEANS & RICE 4 OZ GREEN BEANS 4 OZ SLAW 1 SL KOSHER BREAD 4 OZ FRUIT CUP	4 OZ TUNA 16 FRENCH FRIES/KETCHUP 4 OZ GREEN BEANS 1 SL KOSHER BREAD 4 OZ FRUIT CUP
THURSDAY	1 VEGGIE PATTIE 2 KOSHER BRED 16 FRENCH FRIES 4 OZ GREEN BEANS 4 OZ FRUIT CUP	8 OZ KOSHER BEEF & RICE 1 SL KOSHER BREAD 4 OZ CARROTS 4 OZ FRUIT CUP
FRIDAY	4 FISH STICKS 4 OZ MACARONI 4 OZ GREEN BEANS 1 SL KOSHER BREAD 4 OZ FRUIT CUP	8 OZ CHILI W/KOSHER MEAT 4 OZ SLAW 2 PKG CRACKERS 1 SL KOSHER BREAD 4 OZ FRUIT CUP
SATURDAY	4 OZ HOT DOG/KETCHUP 4 OZ GREEN BEANS 1 SL KOSHER BREAD 4 OZ FRUIT CUP	4 OZ CHICKEN BREAST 4 OZ RICE 4 OZ GREEN BEANS 1 SL KOSHER BREAD 4 OZ FRUIT CUP

16. **Holiday Meals**

Special holiday meals shall be served on Thanksgiving, Christmas, Easter, New Years and one special holiday meal to be scheduled at the discretion of the sheriff.

Contractor shall supply a sample holiday menu with the menu cycles submitted.

17. **Records**

Contractor will keep a permanent record of the number of meals served, temperature of served meals, the food content of each meal and any menu substitutions or modifications, with copies provided to the Contracting Officer. Records of substitutions shall include the items and portion sizes, the reason for the substitution and verification that a dietician has been consulted when appropriate.

OPERATIONS

Average Daily Population

Average daily population is expected to be approximately 850 inmates at the Hanover Street jail and 120 inmates at the Resolutions location.

Equipment

Aladdin trays, reusable plastic cups and disposable spoons for all feeding operations are available. The contractor will be responsible for maintaining the trays and cups, and the purchase of disposable spoons as needed. The contractor is responsible for purchasing any additional quantity of Aladdin trays sufficient to serve three meals per day and reusable plastic cups as required, including periodic replacements for broken or damaged items, and total replacement when they wear out. All property purchased shall be retained by Butler County during the period of the Contract and after expiration or termination.

Contractor and its employees and subcontractors must safeguard all property of the County. Contractor shall allow employees and subcontractors to use County equipment on jail premises only after they have been trained in its proper use. The Contractor shall be held responsible for damage resulting from negligence or carelessness on the part of its employees. Contractor shall notify Contracting Officer immediately of the need for equipment repair or maintenance. Butler County will maintain all County owned equipment.

Keys

The Contractor is responsible for control of keys obtained from the Sheriff's Office and the security of those areas for which the keys are given. The Contractor shall be responsible for immediately reporting all the facts relating to any loss of keys or losses incurred as a result of break-ins to those areas.

No keys to any part of the facility may be duplicated; all keys will be provided by the Sheriff's Office, recorded and signed for.

Records

Contractor shall maintain and provide such daily, weekly and/or monthly records as the Contracting Officer may require.

Contractor Expenses

Contractor will be responsible for all labor related costs, food costs, and other expenses such as cleaning supplies, paper supplies, laundry and uniforms for Contractor's employees, insurance premiums and licensee fees, long distant telephone expenses, office supplies and postage.

Knife and Tool Security

Contractor agrees that all knives and kitchen utensils shall be counted and placed in locked storage for safe keeping in accordance with policy and procedures provided to Contractor by the Sheriff.

Sanitation

The Contractor shall perform regular routine cleaning of the kitchen area including all equipment and fixtures therein sufficient to continuously maintain such area, equipment, and fixtures in a clean, sanitary condition as specified by the County Health Department, Minimum Standards for Jails in Ohio- Full Service Facility, and other applicable Federal, State and Local laws.

Inspections and Physical Inventories

Contractor agrees to allow unscheduled visits by the Contracting Officer or his designee, by the Butler County Board of Health Correctional inspectors, and by any other inspecting agency whose purpose is to ensure that all employees in the food service area are free from disease or open wounds and that the food service area complies with all requirements for sanitation, food storage, and the control of vermin. The Contractor agrees to conduct an inventory accounting of all food, non-expendable supplies, kitchen wares, utensils, knives, delivery trays or any other items upon time and frequency as determined by the Butler County Sheriff. The form on such report shall be agreed upon between the contractor and Sheriff, Contracting Officer or designee.

Termination of Contract

Upon termination of the contract:

- A. The inventories of food and expendable supplies of the Contractor shall remain those of the Contractor until purchased by the new contractor or the County. Final payments to be made to the Contractor by the County shall be withheld until all transactions or arrangements for these inventory purchase or removal have been completed to the satisfaction of the County.
- B. The County and the Contractor shall conduct a physical inventory of all non-expandable supplies and equipment. At the time the Contractor shall turn over to the County and account for all equipment and other property belonging to the County.
- C. The Contractor shall make available to the County for examination all data, records and reports concerning the food services program and shall make available to the County copies of them upon request at no expense to the County.
- D. The Contractor shall provide any new incoming food services vendor with at least one-third of the cooler space seven days prior to their opening and one-half of the freezer space 3 days prior to opening. Seven days prior to takeover, the new vendor will be allowed access to the kitchen area (not the office) for the purpose of training, planning and procedural review.

COUNTY RESPONSIBILITIES

1. Provide, install, maintain, repair, replace if necessary, and permit the Contractor to use all food service equipment and fixtures.
2. Provide all utilities except for long distance telephone service; trash removal; pest control; office space including desk, chair, filing cabinet and telephone; and inmate uniforms.
3. Provide laundry services for all aprons, towels, dishcloths, etc. used in the food service operations, except for Contractor's employee uniforms. The Contractor will be responsible for ensuring that its staff uniforms are clean.
4. Provide ID cards for all Contractor and subcontractor employees.
5. Provide timely orders for meals.
6. Provide a mutually negotiated level of inmate labor.
7. Provide delivery of food carts to inmate housing units.
8. Sufficient supply of departmental forms used in food service.

Parking for Contractor and subcontractor employees is provided but limited to the areas designated by the Butler County Sheriff.

BILLING

1. Contractor Compensation

As full and complete compensation to the Contractor for all food, labor, and materials furnished and all services performed pursuant to these specifications, the County shall pay the Contractor monthly payments upon the submission of properly certified invoices prepared in a format required by the County. Compensation will be based on the applicable daily per meal costs expressed in the awarded bid times the number of meals ordered or actually served, whichever is higher. Invoices must itemize the total number of meals ordered and served each day for breakfast, lunch and dinner, and the cost per meal for the week, as determined by the bid proposal.

2. Commodities

The Contractor's use of monthly surplus commodity foods shall be reflected in the monthly report and shall be deducted from the amount billed as agreed upon by both parties. (Current market value of commodities used during the month will be credited to the monthly invoice.) All invoices will be mailed to the Contracting Officer who shall review, approve, certify and process the payment for the Contractor.

3. Staff Meals

Staff meals are not applicable to the bid.

BID PROPOSAL FORMAT

Bidder shall submit its bid proposal containing all of the following items in the order listed.

1. A Contingency plan for providing meals to inmates and staff in case of utility failure or after fire, flood, employee actions or other emergency conditions.
2. A detailed staffing plan by shift, including hours for civilian and inmate workers and a plan for inmate supervision.
3. Two menu cycles, one for summer and one for winter, and a sample one-week box lunch menu, with an item-by-item nutritional analysis of the actual menus to be served, prepared by a registered dietitian and detailing the caloric and nutritional content. Include sample holiday meals for Thanksgiving and Christmas. A complete nutritional analysis will be mandated for both summer and winter menus.
4. Outlines of the structure of the organization and of the personnel to be employed to provide said

- contracted services, along with individual job descriptions and a plan for administrative management, including how problems are addressed. Include and description of corporate services.
5. A copy of the latest published annual report for the company or written evidence of the financial stability of the organization.
 6. The duration and extent of the company's food service experience, including the name of any corrections or food service organizations of which the company is a member.

List of correctional facilities that are similar to Butler County Jail whom are under current food services contracts with bidder's company:

- Facility and address
- Contact person, title and phone number
- Type and size of facility
- Type of food service operation
- Date of original contract

Provide the same information as above for any contracts that were terminated for any reason during the last five (5) years and include a detailed explanation of the reasons for termination. All provided information concerning any litigation filed within the last five (5) years.

1. A list of all correctional facility food service operations operated in Ohio, Indiana and Kentucky, including contact names and phone numbers.
2. Consent by Contractor to allow designated County Employees to conduct audit reviews of the Contractor's financial records and operational documents and information pertaining to the County's contract for food services.

NOTE: Additional options will be considered, however, are not a required part of the bid.

Exhibit “B”

Proposal Format and Attachments

The proposal and proposal addenda shall be submitted in the following sections in the following order:

SECTION 1. **Vendor Information.** Provide for each Vendor, Joint Vendor, and Subcontractor:

- A. Full legal name(s) (including any trade name), address, telephone number, and contact person
- B. If other than a sole proprietor, form of business entity, state, and date of incorporation
- C. Name, address, and phone number of each principal
- D. Year established and any former business names
- E. Financial Statements and annual report for past three years
- F. Number of years of experience within company's area of business.
- G. Average length of service for implementation team members
- H. Estimated number of resources to be dedicated to this project from each of the following:
 - ☐ Customer support
 - ☐ Project implementation and rollout
- I. Number of current installation sites for like or similar projects
- J. Pending litigation and Asserted Claims
 - 1. Currently pending litigation
 - 2. Asserted claims (including claims for liquidated damages)
 - 3. Any litigation filed or resolved within the past five years
 - 4. Any claims (including claims for liquidated damages) asserted, resolved, or settled within the past five years

SECTION 2. **Product and Service Description:** This section should contain an item-by-item response to the items listed in Exhibit “A” *Description of Services and Goods to be provided for Project*. Screen captures or other brief materials that may serve to assist in describing the functionality may be attached to your response as an Appendix. Any material attached as an Appendix should be specifically referenced from the body of the response.

SECTION 3. **Cost Proposal:**

- A. Please identify the Proposal Quotation Sheet with a “TAB” for location at proposal opening.
- B. Please ensure your cost proposal includes any and all costs required for:
 - 1. One-time setup fees;
 - 2. Maintenance;
 - 3. Training;
 - 4. Per item fees;
 - 5. Convenience fees;
 - 6. Any additional fees or charges not addressed in this RFP; and
 - 7. Percentage increase in cost for optional renewal years.

SECTION 4. **Certificates and Additional Required Forms:** This section should include the original forms, completed as required. Only the original copy of the proposal is required to have content in this section. Failure to include these forms/items with proposal may be reason for proposal disqualification.

SECTION 5. **Appendices as Necessary:** The Vendor should attach any additional related material that is referenced in the earlier sections of their response.

Butler County Sheriff's Office
Food Service Agreement Contract RFP #2023-003
Pricing Schedule Bid Form

Company Name: _____

Contact Name: _____

Contact Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail Address: _____

Company Website: _____

Minimum Inmate Population	Maximum Inmate Population	Price Per Meal
650	699	
700	749	
750	799	
800	849	
850	899	
900	949	
950	999	
1000	1049	
1050	1099	
1100	1149	
1150	1199	
Boxed Meals		
Religious Meals		
Staff Dining Meals		

Submitted By: _____

(Authorized Signature)

(Date)

Form SUB W-9 (Rev SEPT 2022)	Butler County Ohio Substitute Form W9 / Ohio Reporting Form Request for Taxpayer Identification Number and Certification
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In order to maintain Butler County's supplier records in compliance with the Internal Revenue Service regulation 1.0641-1 and Ohio Revised Code section 3121.89-3121.8911, please **complete** and return by **email to AP@butlercountyohio.org** or by mail to:

Auditor of Butler County
130 High Street, Fiscal Services Dept.
Hamilton, OH 45011

To **properly complete** the form, the following information must be provided:

- Part I, line 1, enter the business owner's name (if applicable), part 1, line 2, business name (if applicable), federal tax classification, and address.
- Part II, you must provide either a Taxpayer Identification Number (TIN) or Social Security Number (SSN)
- Part III, **you must check "Yes" or "No"** to the question about providing goods or services as the sole owner of your business. If you check the **"Yes"** box to indicate that you are the sole owner, you must provide your name, the first date of providing goods or services for Butler County, **birth date**, and **description** of the type of good or service you will provide the county.
- Part IV, you must answer this question if Part III is answered "Yes". Answer "Yes" only if you are receiving retirement or disability payments from Ohio Public Employees Retirement System (OPERS) or any other Ohio pension system (SERS, STRS etc)
- Part V, **sign** the form and **enter today's date**.

For definitions of Part I and II of this form, please refer to IRS Form W-9.

Part I Business Ownership and Address Information			
Name (as shown on your income tax return). DO NOT LEAVE BLANK. If you are an individual or file under your name put your name here.			
Business name/disregarded entity name, if different from above.			
Check appropriate box for federal tax classification: (check only one box) If Individual PART III below is ALWAYS "YES"			
<input type="checkbox"/> Individual/Sole Proprietor (or single-member LLC)	<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 – Tax classification (<u>C</u> = C Corp, <u>S</u> = S Corp, <u>P</u> = Partnership)		NOTE: Check the appropriate box for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other _____		<input type="checkbox"/> Exempt from backup withholding	
Address Line 1 (number, street, and apt. or suite no.)		Requestor's name and address: Auditor of Butler County 130 High Street, 4th Floor Hamilton, OH 45011	
Address Line 2			
City, state, and ZIP code			
Part II Taxpayer Identification Number (TIN) and Social Security Number (SSN)			
For suppliers that have a TIN, this must be entered.			
For individuals, sole proprietors, and corporations owned by an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. You may enter your business or DBA name on the Business name line.			
Taxpayer Identification Number (TIN):		and / or	
Social Security Number (SSN):			
Part III Additional Information Required by the State of Ohio for Independent Contractors			
Will you receive payments from Butler County as either an individual, sole owner of a business, or single-member LLC?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes" is checked, you MUST complete the information below for name, date good or service provided, birth date, and description of the nature of your financial transactions with the county.	
Printed first name, middle initial, and last name	Date good or service provided (MM / DD / YY)	Birth date (MM / DD / YY)	
Describe the Nature of the transactions you will be engaged in with Butler County			
Part IV Additional Information Required by the State of Ohio for Public Employees			
Are you currently receiving a pension benefit from Ohio Public Employees Retirement System (OPERS) or any other Ohio retirement system?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If you are an individual, the sole owner of your business, a single-member LLC, or a disregarded entity and have answered Part III "Yes", you must answer this question "Yes" or "No". If you answer "Yes" please fill out the SR-6 Form (Notice of Re-Employment of an OPERS Benefit Recipient)	
Part V 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).			
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 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.			
3. I am a US person (including a US resident alien).			
Certification Instructions: You must cross out exempt from backup withholding 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.			
The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.			
Signature of U.S. person _____		Date _____	



Office Phone: 513-887-3154

Office Fax: 513-887-3149

130 High Street
Hamilton, Ohio 45011


For your convenience, the Butler County Auditor's Office offers the opportunity to receive future payments electronically, rather than by check. Payments can be deposited into a checking or savings account of your choice. In addition, you will be notified of the deposit by e-mail. The e-mail will provide you with all the information that would normally print on the check stub. To receive payments electronically, you must complete this form and return to the address above with a voided check or bank letter containing routing/account information.

Action:	ADD	CHANGE/UPDATE	INACTIVATE
Payee Name:		Phone No:	
Taxpayer ID:	-	Butler County Employee:	YES NO
SSN:	- -		
Address:			
Required E-mail Address:			
Bank Name:			
Bank Routing Number:		Savings Acct No:	
		Checking Account No:	

ATTACH VOIDED CHECK OR A BANK LETTER CONTAINING ACCOUNT AND ROUTING INFORMATION

Authorization: This authorizes the Butler County Auditor's Office to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to my (our) account indicated above and to other accounts I (we) identify in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries.

I agree that the ACH transactions authorized herein shall comply with all applicable U.S. Law. I understand and accept the conditions of participation in the direct deposit program.

This authorization will be in effect until the Butler County Auditor's Office receives a written termination notice from myself and has a reasonable opportunity to act on it.

Print Name:	Title:
Signature:	Date:



NON-MEMBER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Services: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS.

Employer: Please complete Step 2. The form must be completed and returned to the retirement system no later than 30 days after the individual begins providing personal services to the public employer. You may fax the completed form to 614-857-1152 or email to employeroutreach@opers.org.

If the individual providing this service is receiving a benefit from OPERS, you must submit the Notice of Re-employment or Contract Services of an OPERS Benefit Recipient, form SR-6, in addition to the Non-Member Acknowledgement, form PEDACKN, for the service listed below. Failure to submit the SR-6 form timely may result in an overpayment of pension billed to the employer.

STEP 1: Personal Information

First Name

MI

Last Name

Date of Birth: Month Day Year

STEP 2: Public Employer Information (To be completed by the Public Employer)

Name of Public Employer for which individual is providing personal services

B U T L E R C O U N T Y

Employer Contact

First Name

MI

Last Name

J I L L

M

C O L E

Employer Code

2 0 2 5

Employer Contact Phone Number

5 1 3 — 8 8 7 — 3 1 5 5

Service Provided to Public Employer

Start Date of Service

Month Day Year

End Date of Service

Month Day Year

STEP 3: Acknowledgment

The public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for this service. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. A copy of this form must be sent to OPERS.

Signature _____ Today's Date ____/____/____
Do not print or type name

CIVIL RIGHTS COMPLIANCE

Vendor agrees that in the performance of this agreement there shall be no discrimination against an employee because of race, color, sex, religion, national origin, or any other factor as specified in the Civil Rights Act of 1964 and subsequent amendments.

Signature of Representative of Vendor

Name of Company

Date

Attachment A

STATE OF OHIO)
)ss.
COUNTY OF)

Page 1 of 1

NON-COLLUSION AFFIDAVIT

STATE OF OHIO)

)ss.

COUNTY OF)

I, _____,
(name of party signing affidavit)

(title)

being duly sworn, do depose and say:

That _____
(Name of Individual or Company)

its agent, officers or employees have not directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free competitive
bidding
in connection with this proposal.

(Signature)

(Title)

Sworn to and subscribed before me this _____ day of _____, _____.

(NOTARY PUBLIC)

SEAL

Ohio

My commission expires
