

BID SPECIFICATIONS FOR:

**MEDINA COUNTY JAIL AND
JUVENILE DETENTION CENTER
FOOD SERVICES**

Bid Submission Deadline - October 22, 2020 2:30 P.M. Ohio Time

PREPARED BY:

**MMEDINA COUNTY BOARD OF COMMISSIONERS
144 N. BROADWAY
MEDINA, OHIO 44256**

Prepared: October 2, 2020

I. Introduction:

The Medina County Board of Commissioners is requesting bid proposals for the provision of food services to include adult inmate, juvenile resident, and staff meals as further defined in these specifications. Bid proposals are being sought for an initial contract term of two (2) years, commencing December 1, 2020, and ending November 30, 2022, and three (3) one (1) year renewal periods at the County's option. The pricing requirements of the renewal period options is set out in Section XII, Terms and Conditions, of the Bid Specifications.

The Medina County Jail is located at 555 Independence Drive, Medina, Ohio, 44256. This facility has a maximum bed capacity of 256 inmates. The Medina County Juvenile Detention Facility (JDC) is located at 655 Independence Drive, Medina. This facility has a maximum bed capacity of 30 residents.

II. Statement of Objectives:

- A. To provide high quality, nutritionally adequate food service for all jail inmates and juvenile residents that can be audited against established nutritional and health standards.
- B. To operate the food service program using correction-experienced and professionally trained personnel.
- C. To operate the food service program in a cost-effective manner with full reporting to Medina County.
- D. To implement a written food service plan with clear objectives, policies and procedures, and an annual evaluation of compliance.
- E. To maintain standards established by Medina County, as well as the American Correctional Association, Ohio Minimum Standards for Full Service and Minimum Security Misdemeanant Jails, National Commission on Correctional Healthcare, Federal Correctional Food Service Standards and the Prison Rape Elimination Act.

III. Bid Proposal Process:

Following is a timetable of events relative to the bid process:

Advertising of Bid Packet Availability: October 2, 2020

Pre-Bid Facilities Tour: October 13, 2020 2:00 PM

Bid Submission Deadline: October 22, 2020 2:30 PM (Ohio Time)

Each bid proposal must be submitted in a sealed envelope to:

Medina County Commissioners
144 N. Broadway
Medina, OH 44256

Each bid proposal must be plainly marked "Bid Proposal for Medina County Jail and Detention Center Food Service". All bid proposals must be made on the forms contained herein. Bid proposals will be accepted until 2:30 PM, Ohio Time, on October 22, 2020, and will be publicly opened and read aloud.

Each bid proposal must be accompanied by a bid guaranty payable to Medina County in the form of either:

1. A Bond for the amount of \$500, with a corporate Surety approved by Medina County. Use bid guaranty and contract bond form included herein.
2. A certified check for \$500.
3. A cashier's check for \$500.

Questions regarding bid specifications must be submitted in writing to Amy Lyon-Galvin, Assistant Medina County Administrator, at the above address or may be faxed to her attention at 330-722-9206. Questions must be received by October 16, 2020.

All vendor-supplied materials, including the Contractor's proposals, become the property of Medina County and will be subject to public disclosure under Ohio open records laws as public records after a contract is awarded or proposals are rejected with no re-bidding (see Ohio Revised Code Section 9.28).

Medina County reserves the right to award the contract to the bidder deemed lowest and best for provision of these services. Medina County also reserves the right to reject any and/or all bid proposals.

IV. Qualifications of Bidder:

- A. The vendor must be organized for the purpose of providing institutional and/or volume food service, and must have five (5) years previous correctional food service experience with proven effectiveness in administering large-scale corrections food service programs.
- B. The vendor must have a proven ability for a contract commencement date of December 1, 2020.
- C. The vendor must have qualified and trained staff with sufficient back-up personnel. Copies of staff resumes for those staff likely to be assigned to this site should be included with bid proposal.
- D. The vendor must have the central office capability to supervise and monitor the program to

ensure satisfactory provision of services.

- E. The vendor must submit a certified copy of a current financial report of the company.
- F. The vendor shall submit a list of a minimum of five (5) institutional references, including name of institution, address, contact person, and phone number.
- G. The Vendor will demonstrate ability to comply with American Correctional Association Standards for Local Detention Facilities. If the County deems that it is necessary and advisable to obtain A.C.A. accreditation, the Vendor will assist the County in attaining said accreditation. The County will pay the required fee for A.C.A. accreditation. Vendors will indicate those facilities currently under contract that have attained A.C.A. accreditation as a result of their efforts.
- H. All prospective Vendors must visit and examine the facilities as a precondition to their bid proposal. The site visit/facilities tour will be held on Tuesday, October 13, 2020, at 2:00 PM.
- I. Vendor shall submit a performance bond in the approximate amount of the value of the contract after the bid award but prior to commencement of the contract period.

V. Scope of Contract:

- A. Vendor will supply all necessary labor, foodstuffs, materials, supplies, including cleaning supplies for food preparation areas and dishwashing necessary to provide food services for the inmates and staff of the Medina County Jail and the residents of the JDC. Food service will be required three hundred sixty-five (365) days per year (366 during leap year), three times per day during the hours specified in Section VIII of these specifications.
- B. All food services will be prepared on site at the Medina County Jail. Meals for the JDC shall be additionally transported to the JDC. The cost of said transportation and labor shall be included in the JDC bid amount.
- C. Vendor will make facility sanitation a high priority in its operational plan and shall actively maintain all food service areas in sanitary conditions which meet or exceed all applicable health regulations as well as any established by the Medina County Sheriff and/or the Medina County JDC Superintendent.
- D. Vendor shall strictly adhere to all security procedures established by the County.
- E. Food and food services will meet all applicable federal, state, and local guidelines, laws and regulations, and other standards as stated in this request for proposals. Vendor will

provide all necessary licenses or permits, and bear responsibility for all health and sanitation inspections.

- F. Vendor will provide all special medical, religious, and vegetarian diets as required at no additional cost.
- G. Vendor will provide inmate laborers with double large entree portions at no extra cost.
- H. Vendor shall provide cash cafeteria service to Sheriff's Office employees at the employees' personal expense. Meals shall be the same menu, and service shall be rendered during the same time period, as specified for inmates. The meal price charged to employees will be approximately the same as the per meal cost for inmates. Vendor will be responsible for collection of cash for staff meals.

VI. Vendor Responsibilities:

- A. All bid proposals must clearly detail the proposed use, including method of supervision, of inmates as part of the Vendor's food service proposal. If the proposal is to use inmates, training in food service delivery and management shall be provided by the Vendor. The proposal shall outline what this training will entail as part of the Vendor's overall vocational training program.
- B. Inmates are not permitted to supervise other inmates.
- C. Food service personnel employed and utilized by the Vendor will be properly attired in clean, readily identifiable uniforms at all times. The Vendor will supply said uniforms to its personnel. Identification tags as issued and approved by the County must also be worn. Hair restraints shall be worn at all times personnel are performing their duties. Inmate laborers may be provided to assist in meal preparation, kitchen sanitation and related duties, upon mutual agreement of both parties. Vendor shall be responsible for training and supervising inmate laborers. Vendor may also be required to assist the County in scheduling inmate workers.
- D. Vendor will maintain properly selected and trained staff, at all times serving high quality, properly prepared food within the correct temperature range, portion, and quality guidelines in the most efficient manner. Jail administration reserves the right to approve employment and/or require the termination of food service employees based on criminal record or breach of security policies and procedures.
- E. All employees of the Vendor will be required to maintain proper grooming and hygiene; be tested for contagious diseases prior to assignment in food preparation areas; and undergo periodic physical examinations as specified by state and local regulations. Vendor shall provide written verification and results of all such examinations within seven (7) days of their completion. Follow-up examinations shall occur at least annually.

- F. Vendor will provide an experienced food service manager on-site with at least three years of correctional food service experience or the equivalent who will work in conjunction with the Corrections Administrator.
- G. A copy of the Vendor's Workers' Compensation certificate must be maintained on file at the Medina County Sheriff's Office during the term of the agreement.
- H. The Vendor shall insure that sufficient employees are present to deliver agreed upon services each day that the agreement is in effect.
- I. The Vendor shall be responsible for employee time and attendance accountability and will provide appropriate documentation to the County upon request.
- J. Food service employees must safeguard all property of the County. Equipment is to be used only by those trained and qualified in its use and the Vendor will be held responsible for any damage resulting from negligence or carelessness on the part of the employee.
- K. The County reserves the right to deny any Vendor's employee access to the facility who does not meet established security clearances or obey established rules and regulations. Final selection of all Vendor employees at the Medina County Jail shall be at the approval of the County.
- L. The Vendor shall be required to participate in, and incur the expense of, any required employee training as outlined in the A.C.A., Ohio Minimum Jail Standards for Full Service and Minimum Security Misdemeanant Jails, and State and local health codes.
- M. Vendor shall be responsible for implementing a complaint processing procedure with Jail Administration.
- N. The Vendor shall return to the County at the expiration of this contract the food service premises and all equipment furnished by the County in the condition in which received, except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence.
- O. The Vendor will assume full responsibility for all equipment and provide needed repairs on said equipment during the term of the contract. At the end of the contract period, Vendor shall bring all equipment up to good repair, as determined by the County. If the Vendor fails to make needed repairs to the equipment, the County is authorized to make the repairs and deduct the cost of same from any monies due the Vendor.

VII. Operational Responsibilities:

- A. Vendor Responsibilities/Food Service Personnel

1. Vendor will purchase, receive, store, prepare, produce and serve food to meet the prescribed menu.
2. Vendor will serve palatable, visually appealing, wholesome, nutritious, quality food at correct serving temperature, in adequate proportions and at the proper time as further described in these specifications. Effective equipment is provided and will be utilized for preparation of foods to maintain proper temperatures during serving.
3. A plan of operation will be submitted detailing the Vendor's proposed method of food service to the institution, including the number and composition of projected staffing by shift.
4. Vendor will provide policies and procedures for normal operations along with contingency plans to provide service in the event of power failure, fire, flood, or other acts which would impede the normal operation.
5. Vendor will furnish separate itemized invoices for both the Jail and the Juvenile Detention Center, reflecting the total number of meals ordered and served, to the Fiscal Division of the Sheriff's Office and the JDC on a weekly basis and will be paid no more than twice a month. The invoice shall also reflect the number of meals ordered versus the number of meals served during the invoice period.
6. The Vendor shall keep full and accurate records of sales and meal count records in connection with the food service. A copy of said record shall be supplied to the Sheriff and the JDC Superintendent or their designees on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any time during regular working hours. Under no circumstances will the Vendor invoice the County for meals served to and consumed by employees of the Sheriff's Department or the JDC. In no event shall the Vendor bill the County for meals served beyond the regular meal serving hours, except those required under Section IX, A, 2, f.
7. Facility inspections shall be made by the County when deemed necessary, with or without advance notice to the Vendor. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the bid proposal without advance written approval of Medina County.
8. Inspections of kitchen facilities by County and State health agencies must achieve satisfactory ratings.
9. The Vendor shall be responsible for purchasing and maintaining new reusable plastic cups and reusable eating utensils for the food service operation.

10. The Vendor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from any and all claims, demands, suits, actions, or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising out of any agreement issued as a result of this request for proposals; provided, however, that the Vendor need not indemnify or save harmless the County, its agents, officers, and employees, from damages resulting from the negligence of the County's officers, agents, and employees. The Vendor shall immediately notify the County of the loss or destruction of, and/or damage to, property of the County and shall furnish the County with a statement concerning the loss in such detail as the County may require.
11. Vendor is to supply the County with insurance certificates in the following minimum amounts prior to the start of contract work:
 - a. Workers' Compensation Insurance sufficient under the laws of Ohio to cover all of its employees working to fulfill this contract.
 - b. Broad Form Comprehensive Liability Insurance with a minimum bodily injury limit of \$1,000,000 per occurrence. The Vendor shall also name Medina County as an additional insured on this policy.
 - c. Property Damage Liability Insurance with a minimum limit of \$1,000,000 per occurrence. The Vendor shall also name Medina County as an additional insured on this policy.

B. Operational Costs to be Assumed by the Vendor:

1. Cost of food.
2. Labor costs - personnel employed by the Vendor will be on the Vendor's payroll and Vendor will pay all wages, fringe benefits, Workers' Compensation, and applicable payroll taxes, etc.
3. All insurance premiums, permits, fees, licenses, etc., necessary for Vendor to legally perform and carry out its services.
4. Paper supplies, office supplies, uniforms, etc., and incidental items necessary for food service operations.
5. All chemicals, soaps, detergents necessary to meet codes and/or maintain cleanliness and sanitation of food service facilities.

6. Vendor shall provide for its own photocopying, facsimile (fax) machine, and long distance telephone services.
7. All costs associated with the transportation of meals from the Jail facility to the JDC.

C. County Responsibilities:

1. The County will be responsible for and provide accurate and timely orders for the number of meals to be served to inmates, residents, correctional officers, and staff within two (2) hours of the time for meals to be served.
2. County will provide and permit the Vendor to use all County owned equipment, food service or other, currently in place within the kitchen facilities. The County will provide the kitchen preparation areas including refrigeration and storage areas to operate the jail food service.
3. County will provide, maintain, and repair the building structure in areas assigned to the Vendor, including refrigeration, sewer, electrical lines, ventilation, air conditioning, lighting, heating, duct work, and exhaust fans for hoods, floors and floor coverings, walls and ceilings provided that the Vendor shall bear the expense of repairs necessary because of the Vendor's or Vendor's paid employees' negligence. This does not include damage caused by inmates. The County's maintenance does not include day-to-day cleaning operations in the kitchen area.
4. County will provide all utilities necessary for the operation and performance of the specifications outlined herein.
5. County will provide thermal serving trays and covers, serving carts, and tray washing and drying racks. (See bid form for alternate pricing for serving trays)
6. County will provide all pots, pans, and other small ware for cooking operations.
7. County will provide adequate security for all food service areas.
8. County will provide pest control for all areas assigned to the Vendor.
9. County will provide laundry services for all aprons, towels, dishcloths, etc., used in the food service operation. This does not include Vendor supplied uniforms. Vendor or its employees shall be responsible for the cleaning and pressing of their uniforms.
10. County will provide adequate trash removal containers for use by the Vendor and will provide for removal of trash from loading dock areas.

11. County will provide adequate ingress and egress, including reasonable use of corridors, passageways, driveways, loading platforms, and storage space.
12. County will assist with the recruitment of inmate volunteers to assist vendor with food services. County will provide security, control, and limitation of inmate movement in, to, and from the food service area, including physical security of employees, suppliers and other authorized visitors.

VIII. Timetable/Schedule of Food Service Delivery:

Meals will be prepared three (3) times a day for each facility with preparation completed and food distributed at times specified by Jail and JDC Administration in order to meet security needs, court transportation, shift changes, etc. Span from first to last meal per day shall not exceed fourteen (14) hours within the Jail facility. Meals shall be served at regular intervals with no more than sixteen (16) hours of elapsed time between the dinner and breakfast meals at the JDC.

Meals will be delivered to the Jail inmates using a tray and cart system. The inmate workers, under the Sheriff's Department supervision, will transport the meals to the living units. The meals will be prepared in sufficient time for tray and delivery to the inmate living units. Prepared meal carts will be available for pick up at the kitchen door.

Jail Meal times will be as follows:

Breakfast 6:00 AM to 8:00 AM
Lunch 11:00 AM to 1:00 PM
Dinner 4:00 PM to 6:00 PM

These timeframes are to cover the entire meal serving process, from meal delivery to food service materials retrieval.

Meals prepared at the Jail will be provided to the JDC based on the schedule below:

| | Order | Pick-Up |
|------------|----------|----------|
| Breakfast: | 6:15 AM | 7:00 AM |
| Lunch: | 10:15 AM | 11:00 AM |
| Dinner: | 3:15 PM | 4:45 PM |

Meals shall be delivered by the Vendor to the side entrance of the JDC based on a similar schedule. The food service materials retrieval for the JDC can be performed in conjunction with meal delivery.

IX. Food Service Requirements:

A. Menu

1. The meals shall follow a pre-approved four (4) week cycle menu which must be submitted with the bid proposal. The menu shall be used at least for the first six months of the agreement. If changed, thereafter, the menu cycle will run for no less than four (4) weeks - 28 days. Menus shall be planned in advance by the Vendor and approved in advance by Jail and JDC officials. Such menus shall follow the four-week cycle pattern for the period planned. Menus shall provide sufficient variety and shall be designed with inmate and resident satisfaction in mind. "Sample Menus" will not be acceptable.
 - a. Portion sizes and weights will be specified on such menus "as served" (i.e., not raw portions). Weights indicated will be cooked weight except for uncooked items, which shall be identified as raw weight. The cooked meat in combination entrees must be clearly indicated on the menu. For example, Beef, Macaroni, and Tomato Casserole: 10 oz. (2 oz. meat).
 - b. An item-by-item nutritional analysis of the menu including a weekly summary indicating the percentage of compliance to the highest RDA values for the population shall be submitted with the bid proposal. The nutritional analysis shall also indicate weekly values for the percentage of fat. Each item on the menu shall have specific nutritional values based on recipes which will be actually used in the facility. For example, the specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe which will be used for Beef, Macaroni, and Tomatoes and all other meal items shall be separately identified on the analysis.
 - c. The inmate menu shall be certified in the bid proposal by a registered dietitian with a signed nutritional compliance statement for the age and sex of the population in the bid proposal. The Vendor's dietitian shall review and certify the inmate menu annually. All menu revisions shall also be certified.
 - d. A permanent record of the number of meals served, the food content of each meal, and any menu substitutions or modifications will be maintained and copies provided in the bid proposal. Records of substitutions shall include the items and portion sizes, the reason for the substitution and verification that a dietitian has been consulted, when necessary. Substitutions shall be in writing to designated jail officials on a weekly basis.
 - e. Subsequent to the bid opening, Vendor will be expected to present, for review by

the county, proposed menus for this service.

2. The Jail menu will provide a weekly average of approximately 2,800 calories per day per person, a maximum of thirty-five (35) percent fat, and will meet all guidelines pertaining to food service as outlined in Section IX. (B). Menu will be in accordance with Recommended Dietary Allowances as adjusted for the age and sex of the population to be served. The JDC menu must provide an adequate diet, including snacks, incorporating the four basic food groups based on the most recent dietary allowance published by the National Research Council of the National Academy of Sciences. The JDC menu must also adhere to the USDA Final Rule to Update School Lunches and Breakfasts that was effective July 1, 2012. The rule requires: an increase in the availability of fruits, vegetables, whole grains; an increase in the availability of fat-free and low-fat fluid milk; a decrease in the levels of sodium, saturated fat, and trans-fat in meals. The nutritional needs of JDC residents shall be met within their respective calorie requirements. JDC daily breakfast calories shall not exceed 450-600, based upon age range; JDC daily lunch calories shall not exceed 750-850 based on age range; JDC daily dinner calories to consist of necessary, remaining nutritional requirement.
 - a. The Recommended Dietary Allowances as adjusted for the age and sex of the population shall be met. For example, calcium shall meet the 1200 mg level for males under 25 years and iron shall meet the 15 mg level for females. To meet the 1200 mg calcium level, a minimum of ten (7) milk beverage servings per week plus any additional dairy products are required.
 - b. The menu shall be planned with products and recipes that have been "corrections tested" for inmate acceptability. A variety of food flavors, textures, temperatures, and appearances shall be used. The Vendor shall include in the bid proposal a method to monitor inmate preferences and to make acceptability adjustments. A sample meal quality assurance assessment form shall be submitted.
 - c. The quantity, quality, and type of meat on the menu must comply with specifications or the bid proposal will be rejected. No pork or pork by-product shall be used. A maximum of five percent (5%) dry soy may be used in meat products. The quantity of meat/eggs/cheese on the menu shall be a minimum of five (5) ounces of cooked, served weight for each day. The weight shall exclude breading and bones. Dried beans shall not be counted as meat equivalent, except in vegetarian menus.
 - d. To assure a minimum level of menu quality, at least five (5) servings of one-half (1/2) cup fruits and vegetables equivalents are required each day on the menu. USDA School Lunch Buying Guide shall be used to determine qualifying equivalents. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. As specified by the guide, items such as fruit

drink, rice, and noodles do not qualify. Fruit juice must be 100% to be used as a fruit equivalent.

- e. To provide appropriate size of meals, the number of items offered on the menu shall be consistent and provide a minimum of four main items for lunch and dinner. The count of items shall exclude breads, condiments, and beverages. Casseroles shall count only as one item. Entree items for lunch and dinner meals will not appear on the menu more than one time per week. In the Jail facility, no hot breakfasts shall be served on any day. Three all-cold lunches, and no all-cold dinners may be served per week. Sandwiches with "luncheon meats" will not be served more than twice per week. No entrees will be repeated on successive days. In the JDC, hot lunches and dinners must always be served and breakfast shall be all cold. In addition, an evening snack for each JDC resident must be provided. JDC administration reserves the right to approve the appropriateness of the items served as snacks.
- f. Bag lunches will be provided for Jail inmates who miss the service of the regularly scheduled meal due to court appearances, work assignments, outside medical appointments, late bookings, etc. When utilized, these will consist of two (2) sandwiches, with a total of three (3) ounces of meat/cheese; two condiments, one piece of fruit, and a beverage. The sandwiches will be individually wrapped.

Peanut butter and jelly may be used for one of the sandwiches on alternate days but on no more than two days per week.
- g. All meal preparation and production must be supervised by Vendor to ensure that items have the appropriate appearance and taste.

- 3. A minimum of three (3) holiday or special meals shall be served each year corresponding to Thanksgiving, Christmas, and Easter. All holiday meals shall have prior approval before service.

B. Food Quality:

- 1. All products served or used in production shall be wholesome and free from spoilage, decay, and foreign matter. Uncooked items such as fresh fruits and vegetables shall be clean and free from blemish.
- 2. Cooking temperatures and cooking times will be regulated in order to retain nutrients and to serve palatable and attractive food.
- 3. All food items purchased by the Vendor in connection with this contract shall meet and comply with all local, county, and state codes, regulations, and laws.

4. All institutional meal purchases must meet the "General Requirements" as formulated by the US Department of Agriculture. All applicable items must have grading certificate.

5. Grade minimums for food items shall be as follows:

| | |
|-------------------------|---|
| Fish | USDA Grade A |
| Poultry | USDA Grade A |
| Vegetables (canned) | Standard or better |
| Fruit (canned) | Standard or better |
| Beef | USDA Good or better |
| Eggs | USDA Grade A Medium |
| Fresh Fruits/Vegetables | USDA No. 1 |
| Dairy Products/Cheese | USDA Grade A |
| Ground Beef | USDA Utility or better - not to exceed 25% fat |

C. Special Diets: The following special diets and/or combination thereof may be required at any given time during the term of this contract. All special diets that are prepared shall be marked as such to ensure accurate meal distribution.

1. Religious: (Muslim, Orthodox Jewish, Catholic, etc.) substitutions are required.
2. Medical/Therapeutic: Low sodium, low saturated fat, soft diet, bland diet, diabetic, etc., in conjunction with orders initiated by the responsible health care authority. Nutritional supplements such as "Ensure" may be required.
3. Vegetarian: Non-meat and/or non-dairy substitution.

D. Surplus Commodities: The county, as federal and state rules and regulations permit, hereby consents to Vendor's use to the degree possible of available US Department of Agriculture commodities in providing food service to inmates and residents. The Vendor will reimburse Medina County for the use of all USDA surplus commodities at the USDA Listed Fair Market Value. Such reimbursement shall occur monthly and shall be provided as a credit, less any itemized operating expenses due to use of said commodities, on the subsequent billing to the County.

1. Any USDA commodities received by the Vendor on behalf of the County pursuant to this agreement shall incur only to the benefit of the County and shall be utilized by the Vendor only in the performance of this contract.

2. The books and records of the Vendor pertaining to meal preparation and delivery shall be available for a period of 36 months after the close of the Federal Fiscal Year (October 1 to September 30), to which they pertain, for inspection and audit by representatives of the State of Ohio, the USDA, and/or the General Accounting Office at any reasonable time and place.
3. Vendor agrees to make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes. The Vendor reserves the right to refuse acceptance of any such commodities which are contaminated or in excessive amounts.
4. A weekly inventory shall be taken of all commodities by the Vendor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft, or shrinkage, and the balance at the end of the week.
5. Commodities shall not be used in calculating the per-meal bid price nor the per-meal invoice amount, but shall be reimbursed as a credit on the invoice.

XII. Terms and Conditions:

- A. This contract will be for an initial period of two (2) years, commencing on December 1, 2020, ending November 30, 2022, with three (3) - one (1) year renewal periods at the County's Option.
- B. Prices quoted in the bid proposal will be fixed for the first year of the contract. Any adjustment to the prices for the second year must conform to the National Consumer Price Index, All Urban Consumer, U.S. City Average Food Away From Home Index published by the U.S. Department of Labor. Pricing for optional renewal period(s) shall be set at the price of the second year of the contract. Any price adjustments for the optional renewal periods must conform to the same above Indexes.
- C. Termination for Cause - Medina County may terminate the contract at any time that the Vendor fails to carry out its responsibilities or to make substantial progress under the terms specified in the contract.
 1. Medina County shall provide the Vendor with sixty (60) days written notice of conditions endangering performance. If, after sixty (60) days written notice, the Vendor fails to remedy the condition contained in the notice, Medina County shall issue an order to stop work immediately.
 2. If, at any time during the term of the contract, Medina County deems that the health, welfare, or safety of the Jail inmates or JDC residents is in danger, the County reserves

the right to terminate the contract with 24 hours written notice.

3. Medina County shall be obligated to reimburse the Vendor only for those services rendered prior to the date of notice of termination, less any liquidated damages that may be assessed for non-performance.
- D. With the mutual agreement of the County and the Vendor upon receipt of not less than ninety (90) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
 - E. The County reserves the right to negotiate with the Vendor for additional services should the need arise.

MEDINA COUNTY JAIL & JUVENILE DETENTION CENTER

FOOD SERVICE BID FORM

Proposal of _____ (hereinafter called "BIDDER") organized and existing under the laws of the State of _____ doing business as _____ * to the County of Medina, Ohio, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the Food Service for the Medina County Jail Facility and Juvenile Detention Center in strict accordance with the CONTRACT DOCUMENTS, within the time frame set forth therein and at the price stated below.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

SIGNATURE, TITLE: _____

PRINTED NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

PER MEAL BID PRICES FOR CONTRACT YEAR ONE (December 1, 2020 – November 30, 2021):

| Number of Meals Per Day : Jail Facility | | Number of Meals Per Day: Juvenile Detention Center | |
|--|----|---|-------|
| 50 - 100 | \$ | ----- | ----- |
| 101 - 200 | \$ | ----- | ----- |
| 201 - 300 | \$ | 0 - 14 | |
| 301 – 400 | \$ | 15 – 30 | \$ |
| 401 – 500 | \$ | 31 – 45 | \$ |
| 501 – 600 | \$ | 46 – 60 | \$ |
| 601 – 700 | \$ | 61 – 75 | \$ |
| 701 – 800 | \$ | 76 – 90 | \$ |

Year Two Per-Meal cost adjustment shall be, as previously specified, based on the National Consumer Price Index.

FORM OF NONCOLLUSION AFFIDAVIT

State of Ohio

)) SS

County of Medina

Bid Identification Medina County Jail and Juvenile Detention Center Food Services

Contractor _____, being first duly

sworn, deposes and says the he is _____ (sole owner, a partner,

president, secretary, etc.) of _____, the party making

the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Subscribed and sworn to before me this _____ day of _____, _____

Seal of Notary

Notary Public

My Commission Expires

PERSONAL PROPERTY TAX VERIFICATION

Now comes the successful bidder upon a competitive bid for

on the _____ day of _____, and first being duly sworn deposes and says that he/she/it and all interested parties was/were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Medina County.

Further Affiant Sayeth Naught.

Signature

Company Name

Address

City, State, Zip

Sworn to before me this _____ day of _____, _____

Notary Public
My Commission Expires