



LUCAS COUNTY OHIO

INVITATION TO BID  
FOOD SERVICE

|  |            |
|--|------------|
| Lucas County Corrections Center,<br>Work Release & Correctional Treatment Facility | 13-009C    |
| COUNTY AGENCY  | BID NUMBER |

April 25, 2013 AT 2:00 PM (local time)

DATE AND TIME OF BID OPENING

**BIDDER MUST COMPLETE THE FOLLOWING:**

NAME OF COMPANY OFFICIAL \_\_\_\_\_

OFFICIAL'S SIGNATURE \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE & ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

The Lucas County Board of Commissioners is seeking bids for **Food Service**.

Any bidder submitting a bid must submit a completed bid following the procedure outlined in this Invitation to Bid (ITB) no later than **April 25, 2013 at 2:00 PM (local time)**. All of the sections applicable in the Invitation to Bid shall be read so as to give meaning to all such provisions. However, when there is a conflict in the interpretation between a specification in the Invitation to Bid and sections, the specification in the Invitation to Bid shall take precedence.

**1.0 Legal Framework**

This Invitation to Bid (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this ITB and subsequent contract.

**2.0 Bid Opening**

The bid opening is scheduled for **April 25, 2013 at 2:00 PM (local time)**. All sealed bids received after this time and date, for any reason, will be rejected. The opening of the sealed bids will take place at the Lucas County Support Services, Purchasing Division, One Government Center, Suite 480, Fourth Floor, Toledo, Ohio 43604-2247

**3.0 Bid's Bid Bond Requirement**

A bid bond in the amount of **One Thousand Dollars and No Cents (\$1,000.00)** must be included with each bid or be disqualified. The bond is to be in the form of a surety bond, certified check, cashier's check, or money order from a solvent bank, or savings and loan association with the Lucas County Board of Commissioners identified as the obligee. Bonds will be returned to unsuccessful bidders within thirty days of contract award. Bonds will be returned to the successful bidder within 30 days of receipt of goods.

**4.0 Pre-Bid Conference**

|                          |                              |
|--------------------------|------------------------------|
| <input type="checkbox"/> | Applicable if box is checked |
|--------------------------|------------------------------|

No Pre-Bid Conference is scheduled for this ITB.

**5.0 Prevailing Wage**

|                          |                              |
|--------------------------|------------------------------|
| <input type="checkbox"/> | Applicable if box is checked |
|--------------------------|------------------------------|

Prevailing Wage does not pertain to this ITB.

**6.0 Administrative Requirements**

By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which this contract will be accomplished. This includes the contents of all proposal documents, regulations, and applicable laws.

Each bid will be submitted in a clearly marked sealed container or envelope, with the project title, Bid #, date and time of bid opening marked clearly on the outside of the package. If a selected bidder chooses not to submit a bid, the bid should be returned and marked "No Bid" for the project title, Bid #, date and time of bid opening on the envelope or package. All bids must be sent to:

**Lucas County Support Services, Purchasing Division  
One Government Center, Suite 480  
Toledo OH 43604-2247**

The entire set of completed ITB documents must be returned intact and in the following order:

- a. Original completed Request for Bid (ITB) and **one (1) copy**; this includes any amendments applicable to this ITB.
- b. Completed Affidavits: (1) Delinquent Property Tax, (2) Non-Discrimination, (3) Non-collusion, (4) No Findings for Recovery, (5) Compliance Affidavit for Businesses, (6) Transparency Purchasing Policy Disclosure and (7) Sweatfree Affidavit; all signed by your legally authorized representative and notarized.
- c. Bid Bond - Separated from (ITB) and Marked "Bid Bond", your Company's Name, Project Title and Bid Number. **The bid bond is mandatory.** A bidder will be disqualified if the bid bond is not submitted.
- d. The ITB Pricing Response Form completed in its entirety **(Section B).**

Faxed transmissions of bid are unacceptable. Sealed bids received through the mail after the specified date and time will also be returned.

Lucas County reserves the right to postpone the bid opening for its convenience. Bidders are required to submit firm and fixed prices in the format specified on the pricing sheet **(Section B)**. When there are errors in multiplication or addition in a bid, the unit price quoted will be used for calculating the correct total bid. If the error is in the unit price, the bid will be automatically disqualified.

All bid pricing will be valid for 60 (sixty) calendar days from the bid opening date to permit adequate evaluation of bid responses.

Lucas County may make this award as a whole or on a partial basis, based on the individual bid specifications.

The Board of County Commissioners does not obligate itself to purchase the full quantities indicated and the unit price bid must be effective if purchase is less. Conversely, the Board's requirements may be in excess of the quantities shown and the successful bidder shall be required to furnish all requirements under the specification at the unit price bid for an agreed period of time.

Lucas County does not assume any late payment penalties. No condition will alter this statement.

Ohio Revised Code sections 307.90 and 307.91 permits Lucas County to reject all bids, waive technicalities, and to amend the original estimate and to advertise for new bids on the required items, products or services. Lucas County reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful bidder against Lucas County.

Bidders may withdraw their bids at any time prior to the bid opening date. After the bid opening, bidders may only withdraw their bids as provided in Section 9.31 of the Ohio Revised Code. Withdrawal of a bid after a bid opening exposes a bidder to legal liability for sanctions, including costs for re-bid, or may result in a bid being awarded to the next lowest bidder. Bidders failing to respond to all requirements specified in this ITB may result in the rejection of the bid.

Questions regarding the specifications outlined in this ITB should be directed in writing to:

|                          |                                |
|--------------------------|--------------------------------|
| Lynn DiPierro            | Email: ldipierr@co.lucas.oh.us |
| Support Services Manager | Voice: (419) 213-4509          |
| One Government Center    | Fax: (419) 213-4533            |
| Suite 480                |                                |
| Toledo OH 43604          |                                |

Bidders should carefully review all elements of their bids. Once opened, bids may not be altered. Each response in regard to this ITB shall be completed, self-contained and meet the requirements of the ITB. The County may initiate clarifications after the bid opening. However, these clarifications will not constitute an alteration of the bid submitted.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the Bidder in interpreting the bid requirements. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the successful Bidder will be required to furnish the particular item referred to in the bid specifications unless a departure or substitution is clearly noted and described in the proposal shown to be compatible with the specifications and accepted by the Board. Lucas County reserves the right to be the sole judge of suitability and fitness of the product bid.

Any deviations from the specifications must be clearly detailed on the exception form. **(Section C)**

If any items being bid have an expiration date, items delivered cannot be expired and must carry a good date for at least 6 (six) months after receipt.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Vendor would foresee additional charges/fees, bidder must include that information on the attached exception form.

All materials in the bid will become the property of Lucas County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC Section 149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC Section 149.43.

Additional information, such as brochures, glossies and or promotional materials, is to be provided in a separate section at the back of the response.

**6.1 Additional Administrative Requirements - Compliance with Support Order(s)**

Financial responsibility, integrity, and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem, which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders must submit the completed "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five (25%) percent or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's /contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, (419) 213-3106, regarding this requirement should they have questions.

**7.0 Contract Administration**

The Lucas County Purchasing Department will administer the contract.

**8.0 Bid Evaluation Criteria and Award**

An award will be made to the provider who is considered lowest and best bid for the County's needs.

Lucas County Board of Commissioners reserves the right to reject any and all bids, to waive minor technicalities and to request a re-bid through the bid process. Lucas County reserves the right to conduct site visits of proposed facilities (at County expense) to determine capability of the bidder to perform.

**9.0 Bid Alterations, Amendments, and Alternate Bids**

No alterations, additions (alternate bids), or exceptions to the specifications contained herein are permitted except by amendments issued by the Lucas County Purchasing Department to all bidders that have received an ITB.

During the bid process, bidders may be furnished certain amendments covering additions or deletions to the ITB documents. Amendments will be included in the scope of work and will become a part of contract documents. Amendments may be issued up to seventy-two (72) hours preceding the bid opening date, excluding weekends and holidays.

Any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids but no later than 5 (five) business days prior to the bid opening. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning the ITB will be furnished promptly to all other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

**10.0 Equal Opportunity Provisions Required**

All bidders must be willing to enter a contract containing the express language contained in Section 125.111 of the ORC, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the bidder agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no bidder or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no bidder, subcontractor, or any person acting on behalf of any bidder or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin or ancestry.

All bidders who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Section 122.71 of the Revised Code. Annually, each such bidder shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under Section 122.92 of the Ohio Revised Code.

#### 11.0 Insurance Requirements

If bid specifications require performance of labor for Lucas County, seller must agree to indemnify and protect Lucas County against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the performance of this contract, by seller, its servants, employees agents or representatives. Prior to issuance of purchase order, the successful bidder must furnish an Insurance Carrier's Certificate showing that the seller has adequate worker's compensation, public liability, and property damage insurance coverage in accordance with the "County of Lucas Contractor Insurance" page of the bid document.

#### 12.0 Contract Term and Extension

The successful bidder's Support Services and Implementation Work Plan submission may define the term of the resulting contract. The exact contract commencement date, completion date, and option periods will be set forth in the contract and resolution approving the contract as adopted by the Lucas County Board of Commissioners. The term of this contract will be for **12 months from date of award with an additional four (4) one (1) year options to renew.**

#### 13.0 Invoices

The bidder will be required to submit invoices in triplicate (one original and two copies) to the "invoice to" address identified in the purchase order used to issue orders against this contract. The bidder's Federal Tax Identification Number should appear on all statements and invoices.

Invoices must include the following:

Name and address of bidder  
Invoice remittance address as designated in the contract & description including:

Billing period  
Location  
Unit Code (must match bid)  
Calculated extended cost  
Description of item purchased  
P. O. or Contract #

**14.0 Assignment/Subcontractor**

Neither the contract nor any rights, duties or obligations described herein will be assigned by either party hereto without prior express, written consent of the other party. The contract will be made pursuant to the bid submitted by the bidder. The contract will be based on the bidder's qualifications and responsibilities. The bidder will not sublet or assign the contract nor shall any subcontractor commence performance of any part of the work included in the resulting contract, without the previous written consent of Lucas County.

**15.0 Taxes**

Lucas County does not pay local, state or Federal taxes. If requested, the bidder will be furnished with an exemption certificate.

**16.0 Permits/Codes**

The selected bidder is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or bidder shall have obtained a legal waiver.

**17.0 Compliance with the Law**

The bidder must agree to comply with all applicable Federal, state, and local laws in the conduct of the work specified in this ITB including applicable state and Federal laws regarding drug-free work places. The bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security Deductions, and any other taxes or

payroll deductions required for all employees engaged by the bidder in the performance of the work specified in this ITB.

#### 18.0 Pricing

Bidders are expected to quote firm and fixed prices on a per unit basis, in the format specified in **(Section B)**. The successful bidder will not change the unit price or the scope of work during the contract period or any extension periods, however, should the bidder receive a decrease in overall costs associated with the commodity, this provision shall allow for modification of the existing contract to decrease the price.

Bidders must utilize pricing forms supplied in this document contained with **(Section B)**.

It is the County's intent to establish a contractual arrangement for specified commodity or service. Any services not specifically named on the pricing pages are to be named and priced on Additional Response Area **(Section C)**. Additional pricing may be submitted on subsequent pages so long as presented in a manner consistent with supplied format.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Bidder would foresee additional charges/fees, the bidder must include that information on the exception sheet found in **(Section C)**.

#### 19.0 Termination for Convenience

Lucas County reserves the right to terminate the resulting contracts for its convenience by giving the bidder 30 (thirty) days written notice. Lucas County reserves the right to terminate during the contract period or any subsequent renewal period.

#### 20.0 Termination for Default

Lucas County may terminate the contract at any time the bidder fails to carry out its provision under the terms and conditions of the specified contract after issuance of a cure notice. The bidder will have thirty days after notice of required improvement to make necessary corrections. If, after such notice, the bidder fails to remedy the conditions, Lucas County will issue an order to stop work immediately and terminate the contract without obligation.

#### 21.0 Non-Acceptance Criteria for Work, Materials and Service

No certificate of payment, no provision in the bidding documents, or any partial shipment of materials or entire occupancy of government shall constitute an acceptance of work, materials or service not done or provided in accordance with the contract documents, or relieve the bidder of liability for any express or implied warranties or responsibility for faulty materials or

workmanship. The bidder shall remedy any defects in the work, material or service and pay for any other resulting damage to other work, material or equipment which appears within one year of final acceptance of the work, materials, or service unless a longer period is elsewhere specified. Nothing stated herein should relieve the bidder of common law liability for latent defects, which may appear after the expiration of the warranty period.

**22.0 Performance Requirements**

The delivery of any material, equipment, or the performance of any service that does not conform in all respects to the specifications will be rejected and the Board of Commissioner's representative and reasons for the rejection shall notify the Bidder. If the Bidder fails to make immediate replacement of such rejected material, equipment or service meeting the specifications, the Board of Commissioners will procure in the open market materials, and equipment, or hire labor of the quality required to meet the specifications up to the value rejected and the Bidder and his surety shall be liable to the Board of Commissioners for the total costs of the correction. The Board of Commissioner's performance of the work, when the Bidder is not doing the work in accordance with the specifications of the contract, shall result in a claim against the bidder for all costs and damages which will be allowed by reason of such non-performance.

If the Bidder defaults or neglects to carry out the work in any respect in accordance with the contract documents and fails to correct the default, except where an extension of time is granted in writing by the County, the County upon written notice to the Bidder may, without prejudice to any other remedies the County may have, make the correction required. If the default or neglect results in a threat to the safety of persons or property, the Bidder must immediately commence to correct such default or neglect upon written or oral notice.

**23.0 Indemnification**

The Bidder awarded this contract shall assume the defense of, indemnify, and save harmless the County or any authorized political subdivision receiving services under this contract from any claims or liabilities of any type or nature to any person, bidder, or corporation arising in any manner from the bidders performance of the work required under this contract and shall pay any judgment obtained or growing out of said claims, liabilities, or any of them.

**24.0 Non-Appropriation of Funds**

Bidders are advised that although the term of this contract may span several fiscal years, this contract is contingent upon the County budgeting and appropriating the funds necessary for the continuation of this contract in the current year. In the event that the funds necessary for the continuation of this contract

are not approved for expenditure in any year, this contract shall terminate on the last day of the fiscal year in which funding was approved, with no penalty to the County.

**25.0 Co-Op Opportunities**

ORC 9.48 allows any county to participate in contracts of other counties or townships in the acquisition of equipment, materials, supplies or services using the same terms, conditions and specifications and same or lower price.

Lucas County may permit authorized counties, townships or municipalities here after referred to as political subdivisions, to participate in contracts that Lucas County has entered into for the purchase of certain supplies, services, materials and equipment. Upon contract award, authorized political subdivisions are approved to order directly with the supplier. All invoices for such purchases must be sent directly to the ordering political subdivisions' billing address. Under no circumstances is Lucas County obligated to that political subdivision's financial commitments.

COUNTY OF LUCAS CONTRACTOR INSURANCE

21 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly employed by any of them, or by any one for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability, benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, sickness or disease or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21.2 Certificate of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK naming OWNER as additional insured. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 Comprehensive General Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations-Products, Automobile Bodily Injury and Property Damage, owned and non-owned and hired vehicles and Owner's Protective Liability. The latter policy shall name as the insured the OWNER. If excluded from CONTRACTOR'S standard coverages, the following shall be deleted for policies provided under the CONTRACT DOCUMENT EXCLUSIONS: (1) "Underground Operations" (2) "Third Party Beneficiary" and (3) "Collapse" - where exposure is determined. Bodily Injury Liability and Property Damage Insurance shall cover the use of "Explosives" if used in performance of the CONTRACT. Insurance should be placed with a carrier with an AM Best Rating of at least an A-.

The types and **minimum** limits of insurance shall be as follows:

Commercial General Liability Insurance -  
General Aggregate Limit - \$2,000,000  
Products-Completed Operations-

Aggregate Limit - \$2,000,000  
Personal and Advertising  
Injury Limit - \$1,000,000  
Each Occurrence Limit - \$1,000,000  
Comprehensive Automobile Liability  
Bodily Injury & Property Damage Liability Limit  
Each Occurrence - \$1,000,000

The above minimum coverages may be obtained through the primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause such SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. INDEMNITY

22.1 PROFESSIONAL LIABILITY

Relative to any and all claims, losses, damages, liability and costs, the CONTRACTOR agrees to indemnify and save the County of Lucas, its officials and employees (herein after "County") harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the CONTRACTOR or its employees.

22.2 NON-PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the County of Lucas, its officers, officials and employees (hereinafter "County"), or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the acts or omissions of the CONTRACTOR, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the CONTRACTOR, any subCONTRACTOR(s) of the CONTRACTOR, its agents, or anyone directly employed by them or anyone whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph 22.2. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code Section 2305.31.

22.3 It is expressly understood and 'agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 2305.31. In any and all claims against the County by any employee of the CONTRACTOR, and any subCONTRACTOR(s) of the CONTRACTOR, agent or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR hereby expressly waives the immunity provided to CONTRACTOR by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.741, all regarding worker's compensation immunity, so that this indemnification obligation may be enforced by the County of Lucas against CONTRACTOR in those instances.

22.4 If the CONTRACTOR subcontracts with the County, the CONTRACTOR shall require its subCONTRACTORS to indemnify the County of Lucas in accord with Article 22.

22.5 CONTRACTOR Responsible - The CONTRACTOR expressly understands that the insurance requirements as outlined above are minimum requirements to be met under the contract and does not in any manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liability of the CONTRACTOR and/or its subCONTRACTORS.

**THE FOLLOWING MUST BE INCLUDED (IN THE SPECIFIED AREAS) ON ALL INSURANCE CERTIFICATES:**

DESCRIPTION OF THE PROJECT AND LOCATION: you may use a generalized listing of the duties to be performed under this certificate of insurance. Example: "Projects Executed for the Board of Lucas County Commissioners."

CERTIFICATE HOLDER: Board of Lucas County Commissioners, One Government Center, Suite 800, Toledo, Ohio 43604-2247.

**SECTION A - AFFIDAVITS**

DELINQUENT PERSONAL PROPERTY TAX STATEMENT  
(O.R.C. Section 5719.042)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for \_\_\_\_\_  
(BID TITLE)

to the Board of Lucas County Commissioners on \_\_\_\_\_ that  
(DATE)

\_\_\_\_\_ was / was not charged with delinquent  
(NAME OF COMPANY) (CIRCLE ONE)

Personal Property Taxes by the Lucas County Auditor.

**(If Personal Property Taxes are delinquent, complete the following section)**

The amount of delinquent Personal Property Taxes due Lucas County is  
\_\_\_\_\_ and unpaid penalties and interest are \_\_\_\_\_.  
(AMOUNT) (AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:

(Date) \_\_\_\_\_

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that  
(Name)

he/she is \_\_\_\_\_ of \_\_\_\_\_ the party  
(Title) (Company)

that made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provision of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the owner.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Company/Corporations)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip Code)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

\_\_\_\_\_  
(Notary)

My Commission Expires:

\_\_\_\_\_  
(Date)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF LUCAS, SS:

\_\_\_\_\_ being first duly SWORN, deposes and says that he is the \_\_\_\_\_ or authorized representative of \_\_\_\_\_ or is the party submitting this bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure any advantage against the County of Lucas or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

\_\_\_\_\_  
(Affiant Signature)

\_\_\_\_\_  
(Affiant Title)

SWORN to before me and subscribed in my presence  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(Date) (Month) (Year)

\_\_\_\_\_  
(Notary Public)

(SEAL)

My Commission Expires

\_\_\_\_\_  
(Date)

NO FINDINGS FOR RECOVERY AFFIDAVIT

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for \_\_\_\_\_  
(BID TITLE)

to the Board of Lucas County Commissioners on \_\_\_\_\_ that  
(DATE)

\_\_\_\_\_ has / has no unresolved  
(NAME OF COMPANY) (CIRCLE ONE)  
finding for recovery from the State Auditor per Ohio Revised Code  
Section 9.24.

(If there is unresolved finding for recovery from the State Auditor ,  
complete the following section)

The amount of unresolved finding for recovery due the State Auditor is  
\_\_\_\_\_ and unpaid penalties and interest are \_\_\_\_\_.  
(AMOUNT) (AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:

\_\_\_\_\_

**Additional Administrative Requirements  
Compliance with Support Order(s)**

Financial responsibility, integrity and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders **must submit** the **completed** "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five percent (25%) or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's/contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, 419-213-3106, regarding this requirement should they have questions.





LUCAS COUNTY SWEATFREE AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, ss:

Personally appeared before me the undersigned, as an individual or as a representative of

\_\_\_\_\_ for a contract for \_\_\_\_\_  
(Name of Entity (Type of Product or Service)

to be let by the Board of Commissioners, Lucas County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to the Lucas County Sweatfree Procurement Policy and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. Name, physical address, phone number and contact persons for each production facility that will be involved in the production of goods or the provision of services.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. I have personal knowledge of the information contained in section 1 or I have obtained such information from any resale entity.

3. I understand my obligation to ensure that all applicable production facilities adhere to the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy.

4. I understand that if Lucas County, the State and Local Sweatfree Consortium, and/or an independent monitor find any of the production facilities listed above to be out of compliance with any of the provisions of Section IV of the Lucas County's Sweatfree Procurement Policy, and I fail to take all reasonable steps as specified by and/or its designee(s), I will be deemed out of compliance with the sweatfree code of conduct as defined in the Lucas County Sweatfree Procurement Policy.

5. I have furnished a copy of the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy to each production facility named in paragraph 1 and to each relevant subcontractor and I have instructed each subcontractor to furnish the code of conduct to each relevant production facility.

**BIDDER:**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Sworn to before me and subscribed in my presence by the above named person this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**SECTION B - SPECIFICATIONS & PRICING**

## **BID SPECIFICATIONS**

### **1. STATEMENT OF INTENT**

The Board of Lucas County Commissioners, hereafter referred to as COUNTY, is seeking proposals from qualified food service providers to contract for food service, including meals and management, at the Lucas County Correction Center, 1622 Spielbusch Avenue, Toledo, Ohio 43604, the Lucas County Work Release Program, 1111 Madison Avenue, Toledo, Ohio 43604, and the Correctional Treatment Facility, 1100 Jefferson Avenue, Toledo, Ohio 43604.

### **2. GENERAL INFORMATION**

No bidder may withdraw a BID within sixty (60) days after the actual date of the opening thereof. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the COUNTY and BIDDER.

BIDDERS must satisfy themselves of the accuracy of the specifications and included addenda. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the REQUEST FOR PROPOSAL.

The specifications contain provisions for the performance of the Service. Information obtained from an officer, agent, or employee of the COUNTY or any other person shall not affect the risks or obligations assumed by the BIDDER or relieve him/her from fulfilling any of the conditions of the contract.

Lucas County will not be responsible for any other explanations or interpretations which anyone presumes to make on behalf of the County before expiration of the ultimate time for the receipt of bids. Failure of any Bidder to receive any such addendum shall not relieve that Bidder from any obligation of Bid as submitted.

Bidder is cautioned to make his/her own investigation and determination of the conditions under which the services in the Request for Bids will be performed and to base said Bid accordingly.

### **3. CONTRACT NEGOTIATION**

The County reserves the right to negotiate a mutually acceptable contract with the selected bidder. Bidders should note that this Request for Bids in its entirety, and the response of the successful bidder in its entirety, will be incorporated by reference and will, therefore, become a part of the final contract between Lucas County and the successful bidder. The contractor thus will be held responsible for timely and satisfactory performance of the services outlined in the contract at or below the cost stated in the proposal. A sample Agreement for Professional Services Contract is attached (pg. 30).

4. **STATEMENT OF FOOD SERVICE OBJECTIVES**

- A. Provide well prepared, nutritionally adequate meals for adult male and female inmates. Meals and service must satisfy American Correctional Association, National Sheriff's Association, American Medical Association, and American Bar Association guidelines.
- B. Insure all foods, both hot and cold, are served at proper temperatures.
- C. The food served shall at all times provide a sufficiency of plain, wholesome and properly cooked food for all prisoners.
- D. Such food and food service shall meet the following minimum conditions and standards:
  - 1. Minimum Nutritional Standards, as defined in the Food and Nutritional Board, National Academy of Sciences-National Research Council Recommended Daily Dietary Allowances, shall be maintained.
  - 2. Foods shall be delivered and served at the proper temperatures, in a fresh state and in reasonable variety.
  - 3. Serving methods shall meet minimum health and sanitary standards for food service in restaurants.
  - 4. Kitchen, kitchen equipment, food storage, and sanitation shall meet minimum standards for restaurants.
  - 5. All persons working in and around the kitchen and the handling and serving of food in the Center shall meet the applicable restaurant health requirements.
  - 6. The Corrections Center kitchen and food service shall be regularly inspected by the public health authorities on the same basis as restaurants serving the public, and the recommendations or requirements made by the public health authorities as the result of such inspections shall be implemented by the Bidder within the time allowed therefore by said public health authorities.
- E. All trays and utensils are to be returned to the kitchen promptly after each meal.
- F. All particles of food and/or liquid dropped on the floor or tables must be cleaned up after each meal.

**5. COUNTY'S BID EVALUATION CRITERIA**

- A. Bidder's ability to satisfy current and future needs of the Lucas County Sheriff's Office, the Department of Work Release and the Correctional Treatment Facility.
- B. Bidder's specific operating plan to meet objectives of the Lucas County Sheriff's Office, the Department Work Release and the Correctional Treatment Facility.
- C. Specific recommendation for changes and improvements.
- D. Projected cost and guaranteed price per meal for one year. Prices must be accompanied by description of factors included. Projections of annual cost will be substantiated with a calculation of projected meals. For possible subsequent years of the contract, the price will be increased or decreased based on the Food Away from Home index with a "not to exceed" figure.
- E. Food/menu variety - Publish menu monthly. Food menu variety, nutritional, quality, portion sizes (based on sample menus).
- F. Ability to provide competent, experienced, resident management on a full-time basis. Resident management must be qualified by experience in correctional food service management.
- G. Ability to provide consistently efficient and effective food service operations that require minimal involvement by County management staff.
- H. Past experience in food service in a correctional environment.

**6. SCOPE OF OPERATION**

- A. The contractor shall furnish labor, material and supplies necessary to provide food service for inmates for an average of 1,450 meals per day for the Lucas County Correction Center, 250 meals per day for the Work Release Facility and 300 meals for the Correctional Treatment Facility. These figures are purely estimates. The actual number of meals to be prepared by the vendor will be determined by the current population counts to be provided by the facility.
- B. Food service will be required 365 days per year (366 leap year), three times per day, meeting the current applicable National Sheriff's Association and American Correctional Association guidelines and requirements. A minimum of four (4) week cycle menus; changed seasonally (summer, fall, winter, spring), including portion sizes, are required to supplement the bid as evidence of compliance.

Any changes in menu shall be indicated in writing to the appropriate facility administrator in advance of any changes.

- C. The contractor will provide additional food and/or beverage service upon written or verbal request, when made by an authorized agent of the contracting institution. It is understood in emergencies that time is of the essence.
- D. The Bidder has the option of servicing County's facilities through an off-site facility operated by Bidder upon notification to the County. County must receive written notification by certified or registered mail 90 (ninety) days prior to change.
- E. The contractor shall include in the proposal contingency plans to provide service in the face of events, i.e., power failure, fire, riot, lockdown, failure of Bidder to deliver food, or acts of God that would hinder normal operation.

**7. USE OF COUNTY FACILITIES**

The County's physical facilities made available to the contractor under this contract shall not be used in connection with operations not included in the contract.

**8. FINANCIAL TERMS OF CONTRACT**

This contract shall remain in full force and effect for twelve (12) months from date of commencement. This contract shall allow for four (4) additional one-year renewals. Contractor's price shall be guaranteed for twelve (12) months from the date of commencement of contract and increased or decreased solely based on the Food Away from Home Index, as described below. The price to be charged (paid) for each meal will be adjusted at the end of the first twelve (12) months of operation.

If additional one (1) year renewals are agreed to by the parties, the second year's prices will be calculated on the Index variance; using the Index two (2) months prior to contract inception, and ten (10) months into the first year's contract. The proportion of increase or decrease of the Index shall be applied to the initial per meal price to determine the second year's price. Subsequent years will be adjusted in the same manner.

This contract shall remain in full force and effect from date of commencement. The County may cancel this contract by giving the Contractor ninety (90) days prior written notice by certified or registered mail.

Lucas County expects to commence service with the successful bidder on April 29, 2013 with service continuing for a one (1) year period or through April 28, 2013. The County and the Successful Bidder may mutually agree to renew the contract for up to four (4) additional periods of one year each.

9. **RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor will:

- A. Purchase, receive, store, prepare, produce, serve and/or package for delivery of food to meet the prescribed menu.
- B. Maintain a properly selected and trained staff, at all times serving high quality, properly prepared goods within correct temperature guidelines in the most efficient manner.
- C. Civilian food service employees will be properly attired with a clean uniform at all times. Hair restraints will be worn during the time they are performing duties.
- D. All employees of the contractor shall be required to undergo periodic physical examinations as specified in state or local regulations, whichever is more stringent.
- E. Provide a trained food service manager, with correctional food service knowledge and experience. The manager assigned to the location will be subject to review by the staff.

A resume and a psychological profile used in selecting the food service manager should be included in the proposal, if available. The successful bidder will be required to submit the psychological profile. An interview with the proposed manager may be required prior to the award of the contract.

- F. The successful bidder shall provide employees who are well trained, uniformed, honest and reliable.

The successful bidder shall submit to the County a list of all employees assigned to work at the Correction Center. This list must include names, current addresses, and social security numbers and will be used for the performance of a background inquiry and security check. All security checks will be completed prior to Lucas County entering into an agreement regarding this project. Also, Lucas County must be notified in writing prior to any changes in personnel assigned to work at the Correction Center.

- G. The contractor agrees to furnish all labor, supplies, materials, and supervision necessary to maintain the areas assigned to the contractor in a clean, sanitary, orderly condition at all times. Cleaning and janitorial services shall be performed on a

regular schedule and must meet the highest standards of sanitation prescribed by local, state law or regulation, whichever is more stringent.

Further, the above will include the sanitation of all serviceware, utensils, and equipment needed to prepare, serve and deliver meals.

- H. The contractor shall provide ongoing in-service training for all contractor's service employees. Areas to be covered are safety, sanitation, food handling, security, etc.

Contractor shall also be able to demonstrate the use of safety programs assuring a safe workplace for its employees.

- I. The contractor shall serve tasty, appetizing, wholesome, quality food. Portion sizes shall be adequate, as prescribed by a four (4) week sample menu to be included in the proposal. This menu shall be used for the first three (3) weeks of this contract. All portion sizes shall be cooked weight or identified as raw weight. A statement of nutritional adequacy, prepared by a registered dietitian detailing the caloric and nutritional content of the menu will also be included in the proposal. A dietitian should review the menu, on site, twice a month.

The Correction Center and Correctional Treatment Facility menu shall have a caloric content of 2,800 to 3,000 calories per day, and meet those guidelines pertaining to food service as noted in (A.C.S., N.S.F., States, etc.). The Work Release menu shall have a caloric content of 3,300 to 3,400 calories per day.

The successful bidder shall provide a list of special diets to be used within the institution. Special holiday menus should be included in this proposal.

- J. Bidder is responsible for quarterly inventory of County-owned equipment and supplies.
- K. The Contractor shall be held financially responsible for the costs to repair/replace any damaged County-owned property or equipment if said damage is the direct result of negligence on the part of the Contractor or the Contractor's employees.

## 10. **PERFORMANCE SANCTIONS**

- A. As described in Bid Specifications Section 4(D)(2), the Contractor is required to deliver and serve food at proper temperatures, in a fresh state and in a reasonable variety. If all meals, including bag lunches, are not served in this manner, as determined by the Inmate Services Director (Jail) or Department Director (CTF and Work Release), the following penalties will be imposed on the Contractor:
  - 1. First Offense per location:

- a. All meals deemed unsatisfactory by the party named above shall be replaced within 1 (one) hour, at no cost to the County.
  - i. If meals are not replaced within 1 (one) hour, it will be considered the second offense and those sanctions will apply.
2. Second Offense per location:
  - a. All meals deemed unsatisfactory by the party named above shall be replaced within 1 (one) hour, at no cost to the County, AND
  - b. An amount equal to the cost of the meals deemed unsatisfactory shall be deducted from the billing cycle invoice to be paid by the County.
3. Third Offense per location:
  - a. All meals deemed unsatisfactory by the party named above shall be replaced within 1 (one) hour, at no cost to the County, AND
  - b. An amount equal to the cost of ALL MEALS DELIVERED TO THAT LOCATION ON THAT DAY shall be deducted from the billing cycle invoice to be paid by the County.
4. Additional Offenses per location
  - a. Third Offense language shall apply to any additional offenses per billing cycle

11. **CONTRACTOR STATUS AND EXPERTISE**

The proposal shall include:

- A. The contractor shall provide a reasonably recent (six month to one year) financial statement of the company.
- B. The contractor shall demonstrate correctional food service market expertise.
- C. The contractor shall provide a general history, description, and status of the company.
- D. The contractor shall provide:
  1. A description of the corporate and local support services and a schedule of charges (costs) for support services.
  2. A corporate organizational chart.

3. Financial references.

**12. CONTRACTOR'S PLAN OF OPERATION**

All proposals submitted will address:

- A. How commodities are purchased, received, handled, produced (cooked), served and transported.
- B. Procedures used in safety, sanitation, security, training (civilian labor).
- C. A two (2) or four (4) week detailed inmate menu and resident menu indicating portion sizes, merchandising, garnish, holiday and special meals. Menus to be regularly changed at minimum seasonal to provide variety.
- D. Method of meal delivery for inmates/residents.
- E. Quality control methods and standards.
- F. Statement of nutritional adequacy prepared by a Registered Dietician.
- G. Equipment and facility design needs or recommendations.
- H. Projected capital costs, if any, to be incurred by the Lucas County.

**13. PERSONNEL AND MANAGEMENT**

- A. A proposed organizational chart to be used to service this contract.
- B. The method of supervision to be used and the corporate and staff supervision responsible with frequency staff.
- C. Demonstrate training programs for management and staff.
- D. Commodities specifications (i.e. meat, produce, groceries, dairy, bakery, etc.).
- E. Inventory control system.
- F. Internal security of products and equipment when available to inmates/residents.
- G. Detail program for addressing complaints of food services. Detail plan to outline conflict resolution procedure.

**14. RESPONSIBILITIES OF LUCAS COUNTY**

The County shall provide:

- A. Space for food service operations (at Bidder's option). It will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms.
- B. At its own expense provide, install, maintain, replace, if necessary, and permit the contractor to use all equipment, food service or otherwise, currently in place within the facilities.
- C. Maintain and repair the building structure and areas assigned to the contractor, including painting and decorating, the maintenance of gas, steam, water, refrigeration, electrical lighting fixtures (including relamping). Space heating systems, duct work and exhaust fans for hoods, floors, and floor coverings, walls and ceilings provided that the contractor shall bear the expenses or repairs necessary because of contractor's own or contractor's paid employees negligence (see item 9(K)).
- D. Maintain adequate security for all food service areas at all times during the food service operations.
- E. Provide at its own expense all utilities necessary for the operation of and to perform the specifications outlined herein in its own facilities.
- F. Provide pest control in its own facilities for all areas assigned to the contractor.
- G. Provide accurate and timely meal orders, by location and type, to be served to inmates/residents.
- H. Provide an adequate trash removal facility or service as deemed necessary to maintain the highest standards of sanitation.
- I. The County will provide necessary food preparation equipment, serviceware, and utensils.

15. **TERMS OF AGREEMENT**

Contract shall be for a period of twelve (12) months, with the potential for 4 additional one (1) year renewal options. Total length of this Contract shall not exceed 60 months. Subject to all bid specifications.

16. **INVOICING**

The contractor shall invoice Lucas County on either a weekly or monthly basis. The invoices should be submitted to respective departments (Sheriff, Work Release, and Correctional Treatment Facilities). Lucas County will process those invoices in a timely fashion.

17. **EQUAL OPPORTUNITY EMPLOYER**

The contractor shall demonstrate that they are an equal opportunity employer, having a declared policy of non-discrimination stating that they will take affirmative action to maintain and promote non-discrimination as to race, color, religion, national origin, sex or age in all phases of employment, including the use of facilities, in accordance with the law pursuant to the Civil Rights Act of 1964 and Executive Orders thereunder.

18. **INSPECTING COUNTY FACILITIES**

Bidders will have the opportunity to examine the current facilities at the mandatory pre-bid meeting. At that time, all prospective bidders will be given a tour of the kitchen facility and Correction Center as well as the Work Release facility and Correctional Treatment Facility. It is the responsibility of the bidder to familiarize themselves with the facility and equipment available at the mandatory pre-bid meeting. Questions regarding location and logistics for food service delivery within the facilities will be addressed at the mandatory pre-bid meeting.

19. **INSURANCE**

The successful contractor will be responsible for all insurance required in the attached Insurance Requirements for Contractors. The insurance requirements are part of the contract.

20. **USDA COMMODITIES**

- A. Contractor will maintain all needed records (supported by invoices, receipts and other forms as evidenced) required by Lucas County for the receipt and use of government donated foods.
- B. All government donated foods will be kept separate from contractor's grocery inventory. Government donated foods will be inventoried on a weekly basis and a report made for that week's usage by item.
- C. When contractor invoices Lucas County for the inmate meals, all of the government donated food used for that billing period will be credited off of the invoice for the fair market value list. Butter will be credited to Lucas County at contractor's current margarine price.
- D. All of the government donated foods will be prepared and used only to the benefit of Lucas County.

- E. All of contractor's books and records for Lucas County food accounts will be stored and made available for a period of three years from the close of the federal fiscal year to which they pertain. These records will be available during reasonable hours for inspection and audit by representatives of the U.S. Department of Agriculture and State of Ohio Department of Education ("State Agency").
- F. Any irregularities of commodities received out of condition will be reported immediately to the State Agency.
- G. The contractor will pay all handling charges, warehousing or transportation as may accrue in the receipt of donated commodities.
- H. Commodities will not be processed commercially into different end products without prior written approval from the State Agency.
- I. Proper storage facilities will be provided to keep all donated commodities protected against theft, spoilage and other loss.
- J. Contractor will comply with all federal and state regulations pertaining to the use of USDA commodities and will hold Lucas County harmless for any violation of said rules or regulations.

21. **SPECIAL HOLIDAY SCHEDULE**

- A. New Year's Day  
Easter Sunday  
Fourth of July  
Thanksgiving Day  
Christmas Day
- B. See Exhibit 1 for suggested holiday/theme meals.

## Exhibit 1

### SUGGESTIONS FOR HOLIDAY/THEME MEALS

**THE FOLLOWING MENUS ARE IDEAS ONLY. YOU MUST COMPLY WITH THE DICTATES OF YOUR CONTRACT**

| JANUARY<br>New Year's   | JANUARY<br>Super Bowl   | FEBRUARY<br>Mardi Gras   | MARCH<br>St. Pat. Day  | APRIL<br>Easter  | MAY<br>Cinco de Mayo  | JUNE<br>Junteenth   |
|---|---|--|--|--|---|---|
| Choice of:<br>8 oz. Roast Beef<br>OR<br>8 oz. Turkey<br>OR<br>4 oz. Roast Beef<br>AND<br>4 oz. Turkey<br>1/3 c. Gravy<br>1/2 c. Whipped<br>Potatoes<br>1/2 c. Green Beans<br>Green Salad/<br>Dressing<br>Large Dinner Roll<br>1/2 oz. Margarine<br>1/2 c. Fruit Crisp<br>Beverage | Choice of:<br>2 Cheeseburgers<br>8 oz. Polish<br>Sausage<br>OR<br>1 Cheeseburger<br>AND<br>4 oz. Polish<br>Sausage<br>Relishes/Condiments<br>1/2 c. Wedge<br>Potatoes<br>1/2 c. Green Beans<br>Green Salad/<br>Dressing<br>Buns<br>1/2 C. Fruit Crisp<br>Beverage | Choice of:<br>1/2 Cajun<br>Chicken<br>OR<br>8 oz. Creole Beef<br>OR<br>1/4 Cajun<br>Chicken<br>AND<br>4 oz. Creole Beef<br>1/3 c. Sauce<br>1/2 c. Red<br>Beans/Rice<br>1/2 c. Green<br>Peas<br>Salad/Dressing<br>Large Dinner<br>Roll<br>1/2 oz.<br>Margarine<br>1/2 c. Bread<br>Pudding/<br>Vanilla Sauce<br>Beverage | Choice of:<br>8 oz. Irish Stew<br>OR<br>8 oz. Corned Beef<br>OR<br>4 oz. Irish Stew<br>AND<br>4 oz. Corned Beef<br>1/2 C. Parsley<br>Potatoes<br>1/2 C. Steamed<br>Cabbage<br>Salad/Dressing<br>Large Dinner Roll<br>1/2 oz. Margarine<br>Choc. Cake/Mint<br>Icing<br>Beverage | Choice of:<br>8 oz. Roast Beef<br>OR<br>8 oz. Baked Ham<br>OR<br>4 oz. Roast Beef<br>AND<br>4 oz. Baked Ham<br>1/3 c. Gravy<br>OR<br>Sauce<br>1/2 c. Sweet<br>Potatoes<br>1/2 c. Buttered<br>Noodles<br>1/2 c. Broccoli<br>Salad/Dressing<br>Large Dinner<br>Roll<br>1/2 oz.<br>Margarine<br>1 Dyed Easter<br>Egg<br>Banana Cream<br>Pie<br>Beverage | Choice of:<br>8 oz. Meat Tamales<br>OR<br>8 oz. Tacos<br>OR<br>4 oz. Beef Enchiladas<br>AND<br>4 oz. Tacos<br>1/3 c. Red Chili<br>Sauce<br>1/2 c. Refried Beans<br>1/2 c. Spanish Rice<br>1/2 c. Cole Slaw<br>Cornbread<br>1/2 oz. Margarine<br>Gingerbread<br>Beverage | Choice of:<br>8 oz. Beef Ribs<br>OR<br>1/2 Fried Chicken<br>OR<br>4 oz. Beef Ribs<br>AND<br>1/4 Chicken<br>1/3 c. Gravy<br>1/2 c. Mustard<br>Greens<br>1/2 c. Corn<br>1/2 C. Potato Salad<br>Large Dinner Roll<br>1/2 oz. Margarine<br>Watermelon<br>Beverage |

| JULY<br>Independence Day  | AUGUST<br>Viva Italia!  | SEPTEMBER<br>Labor Day  | OCTOBER<br>Octoberfest  | NOVEMBER<br>Thanksgiving   | DECEMBER<br>Christmas   |  |
|---|---|---|---|--|---|--|
| Choice of:<br>8 oz. BBQ Beef<br>OR<br>1/2 BBQ Chicken<br>OR<br>4 oz. BBQ Beef<br>AND<br>1/4 BBQ Chicken<br>1/3 c. BBQ Sauce<br>1 Ea. Corn on the<br>Cob<br>1/2 c. Green Beans<br>1/2 c. Cole Slaw<br>Large Biscuit<br>1/2 oz. Margarine<br>Ice Cream Sundae<br>Beverage | Choice of:<br>8 oz. Beef<br>Parmigiana<br>OR<br>8 oz. Spaghetti/<br>Meat Sauce<br>OR<br>4 oz. Beef<br>Parmigiana<br>AND<br>4oz. Spaghetti/<br>Meat Sauce<br>1/2 c. Peas<br>andCarrots<br>1/2 c. Green Beans<br>Salad/Dressing<br>Garlic Bread<br>Lemon Surprise<br>Beverage | Choice of:<br>8 oz. BBQ Beef<br>OR<br>1/2 BBQ<br>Chicken<br>OR<br>4 oz. BBQ Beef<br>AND<br>1/4 BBQ<br>Chicken<br>1/3 c. BBQ<br>Sauce<br>1/2 c. Au Gratin<br>Potatoes<br>1/2 c. Broccoli<br>1/2 c. Pasta<br>Salad<br>Large Dinner<br>Roll<br>1/2 oz.<br>Margarine<br>Cheese Cake<br>Beverage | Choice of:<br>8 oz. Bratwurst<br>OR<br>8 oz. Salisbury<br>Steak<br>OR<br>4 oz. Bratwurst<br>AND<br>4 oz. Salisbury<br>Steak<br>1/3 C. Gravy or<br>Sauce<br>1/2 C. Hot<br>GermanPotato<br>Salad<br>1/2 C. Sauerkraut<br>1/2 c. Orange/PA<br>Salad<br>Rye Bread<br>1/2 oz. Margarine<br>1/2 c. Fruit<br>Cobbler<br>Beverage | Choice of:<br>8 oz. Roast Beef<br>OR<br>8 oz. Turkey<br>OR<br>4 oz. Roast Beef<br>AND<br>4 oz. Turkey<br>AND<br>1 oz. Cranberry<br>Sauce<br>1/2 c. Candied<br>Sweet Potatoes<br>1/2 c. Whipped<br>Potatoes<br>1/2 c. Green<br>Beans<br>Salad/Dressing<br>Large Dinner<br>Roll<br>1/2 oz.<br>Margarine<br>Pumpkin Pie<br>Beverage | Choice of: 8 oz.<br>Roast Beef OR 8<br>oz. Turkey OR 4<br>oz. Roast<br>Beef AND 4 oz.<br>Turkey 1/3 c.<br>Gravy 1/2 c.<br>Whipped<br>Potatoes 1/2 c.<br>Corn Large Dinner<br>Roll 1/2 oz.<br>Margarine Cherry<br>Beverage |  |

## **SPECIAL CONDITIONS/LUCAS COUNTY CORRECTION CENTER**

1. Lucas County grants to the contractor the exclusive right, with the exception of the food/commissary service provided by the Ohio Bureau of Rehabilitation, Bureau of Services for Visually Impaired (BSVI), to provide food service for the inmates at the Lucas County Correction Center, 1622 Spielbusch, Toledo, Ohio.
2. Food services will be required 365 days per year (366 leap year), three times per day, including an evening snack to meet all applicable federal, state, and local guidelines, laws and regulations and shall meet the guidelines as prescribed by the National Sheriff's Association or the American Correctional Association. The contractor will provide additional food and/or beverage service upon request (written or verbal) when made by an authorized agent of the contracting agency. The federal court order issued under Jones v. Wittenberg, Case No. C70-389, shall be met as a part of this contract.
3. Contractor will supply an adequate diet to all inmates incorporating the principles expressed in the United States Department of Agriculture/Department of Health and Human Services (USDA/DHHS) Food Guide Pyramid that meets the current recommended dietary allowances for appropriate age groups. Written policies and procedures require provision of therapeutic (special) medical and dental diets, which are prepared from specially developed menus or in accordance with an approved diet manual, and are served to inmates according to the orders of the treating physician and/or dentist, and/or as directed by the responsible physician. Regular and therapeutic diets are evaluated for nutritional adequacy by a registered or licensed dietician at least every six (6) months or whenever a substantial change in the menus is made. Copies of regular and therapeutic diet menus are retained by the jail for dieticians' review, along with documentation of deviations from the menu as served.
4. The contractor will provide and maintain adequate locker room facilities for its employees in space assigned to Food Service.
5. The contractor will supply the Sheriff with a staffing plan that provides for a Food Service Manager and/or Assistant Food Service Manager to be on location and/or on call at all times.
6. The contractor will provide a procedure approved by the Sheriff or his/her representative to ensure that equipment and surroundings are properly maintained, cleaned, and sanitized. This procedure will document responsibilities for compliance with the established procedure.
7. Quarterly meetings a year shall convene between the Lucas County Correction Center, Work Release, and Correctional Treatment Facilities directors and the food service provider.

## **SPECIAL CONDITIONS/WORK RELEASE**

1. Provide well-prepared, nutritionally adequate meals for adult male and female residents. Meals and service must satisfy American Correctional Association Minimum Standards of Community-Based Correctional Facilities in Ohio, American Medical Association and American Bar Association guidelines.
2. The menu of the Work Release residents should have a caloric content of 3,300 to 3,400 calories per day, with emphasis on the supper meal (Monday through Friday). The resident daily average count is 95. The contractor shall furnish an average of 250 meals and 95 snacks per day for the Work Release Program.
3. Food services will be required 365 days per year (366 leap year), three times per day, including an evening snack and shall meet the American Correctional Association guidelines and regulations.
4. All meals should be transported at a predetermined time. This is important as residents work and must know specific times for meals.
5. Bag lunches (brown bag) for Work Release residents must be varied, wholesome and in accordance with the total minimum caloric standard established. Bag lunches must be delivered between 5pm and 6pm for the following day.
6. The contractor will provide a list of “special diets” addressing medical orders and religious guidelines to be used within the institution. Special holiday menus should be included in this proposal.
7. Quarterly meetings a year shall convene between the Lucas County Correction Center, Work Release, and Correctional Treatment Facilities directors and the district and regional directors who will be providing the food service.
8. Provider must have a vehicle equipped with functioning food warmers to transport and maintain temperatures at the minimum conditions and standards as specified by the bid specifications and/or health code requirements.
9. If there is an issue in which a meal needs to be replaced, the meal must be replaced within the hour with a comparable meal.
10. In order to ensure that meals are served at the proper temperature, the contractor will bring each menu item into the facility in bulk. Meal trays will then be prepared on site for each resident in the facility.

## **SPECIAL CONDITIONS/CORRECTIONAL TREATMENT FACILITY**

1. Provide well-prepared, nutritionally adequate meals for adult male and female residents. Meals and service must satisfy American Correctional Association, Minimum Standards of Community Based Correctional Facilities in Ohio, American Medical Association, and American Bar Association guidelines.
2. The contractor shall furnish an average of 250 - 300 meals and an average of 100 snacks per day for the Correctional Treatment Facility at a predetermined time.
3. Food service will be required 365 days per year (366 leap year) three times per day, meeting the current applicable Minimum Standards for a Community Based Correctional Facility in Ohio and American Correctional Association guidelines and requirements. A minimum of four (4) week cycle menus; changed seasonally (summer, fall, winter, spring), including portion sizes, are required to supplement the bid as evidence of compliance.
4. The Correctional Treatment Facility menu shall have a caloric content of 2,800 to 3,000 calories per day and meet those guidelines pertaining to food service as noted in A.C.S., M.S., C.B.C.F., A.C.A., etc.
5. The contractor shall provide a list of "special diets," addressing medical orders and religious guidelines to be used within the institution. Special holiday menus should be included in this proposal.
6. Quarterly meetings shall convene between the Lucas County Correction Center, Work Release, and Correctional Treatment Facility directors and the district and regional directors who will be providing the food service.
7. Provider must have a vehicle equipped with functioning food warmers to transport and maintain temperatures at the minimum conditions and standards as specified by the bid specifications and/or health code requirements.
8. All meals shall be transported at a predetermined time. This is important as to maintain our facility schedules.
9. If there is an issue in which a meal needs to be replaced, the meal must be replaced within the hour with a comparable meal.

**BASE BID FORM**

| <u>DESCRIPTION</u>            | <u>ESTIMATED<br/>DAILY MEALS</u> | <u>COST PER MEAL</u><br><u>April 29, 2013 –</u><br><u>April 28, 2014</u> | <u>ESTIMATED<br/>TOTAL ANNUAL<br/>COST</u> |
|-------------------------------|----------------------------------|--|--|
| Correctional Center           | 1,450                            |  |  |
| Work Release                  | 250                              |  |  |
| Correctional Treatment Center | 300                              |  |  |
|                               |                                  | <b>ESTIMATED<br/>GRAND TOTAL</b>   | <b>\$</b>                                  |

In submitting this BID, it is understood that the right is reserved by Lucas County, Ohio, to reject any and all BIDS. The undersigned BIDDER, having full knowledge of the Bid Specifications and Bid Instructions and Requirements, said BIDDER agrees to furnish all labor, tools, materials, equipment, machinery, transportation and all things necessary or proper for the performance of the service, complete in every respect, in strict accordance with the Specifications and any Addenda attached.

\_\_\_\_\_ BIDDER

\_\_\_\_\_ BY

\_\_\_\_\_ TITLE

**SECTION C -EXCEPTION AND ADDITIONAL RESPONSE AREA**



**ADDITIONAL RESPONSE AREA**

## IMPORTANT NOTE

Due to heightened security at One Government Center, if your bid is to be delivered to the bid-opening site by other than US Mail, UPS or Federal Express, **you must complete, print and attach this label to the front of the container holding your document. Note: Upon entering One Government Center, you will be required to show a photo ID.**

Formal bid to: Lucas County Support Services  
One Government Center, Suite 480  
Toledo OH 43604-2247

Item for bid \_\_\_\_\_

Invitation to Bid No. or Request for Proposal No. \_\_\_\_\_

Date of Bid Opening \_\_\_\_\_

Bid Opening Time \_\_\_\_\_

Vendor Name \_\_\_\_\_