

Advertisement

PUBLIC NOTICE
REQUEST FOR PROPOSALS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for the provision of food service for the Delaware County Jail. Proposals will be received at the Delaware County Commissioners' Office, 91 North Sandusky Street, Delaware, Ohio 43015, until **2:00 p.m. on Tuesday September 26, 2023**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. One (1) original and five (5) copies are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Bids and Notices or may be obtained from the Delaware County Sheriff's Office, 149 North Sandusky Street, Delaware, Ohio, during normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

Any proposal submitted shall be accompanied by bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00).

End of Advertisement.

REQUEST FOR COMPETITIVE SEALED PROPOSALS

Food Service at the Delaware County Jail

DELAWARE COUNTY, OHIO

CONTRACTING AUTHORITY:

DELAWARE COUNTY BOARD OF COMMISSIONERS

Gary Merrell

Barb Lewis

Jeff Benton

CONTRACT ADMINISTRATOR:

DELAWARE COUNTY SHERIFF

Jeffrey C. Balzer

149 North Sandusky Street
Delaware, OH 43015
Phone: (740) 833-2810

Table of Contents

- 1.0 Background and Nature of the Project**
 - 1.1 Delaware County Background**
 - 1.2 Purposes of the Request for Proposal**
 - 1.3 Desired Outcomes**
- 2.0 Calendar of Events and RFP Communications**
 - 2.1 Calendar**
 - 2.2 RFP Submittal Process**
 - 2.3 Offerors Conference**
 - 2.4 Inquiries/Communications**
 - 2.5 Communication Restrictions**
 - 2.6 Changes to the Request for Proposal by Delaware County**
- 3.0 Food Services Requirements**
- 4.0 Personnel**
- 5.0 Contractor's General Requirements**
- 6.0 Sheriff's Office Obligations**
- 7.0 Operations**
- 8.0 Proposal Format**
 - 8.1 Cover Letter**
 - 8.2 Management and Organization**
 - 8.3 Contractor Profile and Qualifications; Work Plan**
 - 8.4 Affirmative Action**
 - 8.5 Conflicts of Interest**
 - 8.6 Workers' Compensation Coverage**
 - 8.7 Addenda**
 - 8.8 Affidavits and Forms**
 - 8.9 Price; Proposal Bond**
 - 8.10 Additional Required Contractual Terms**
- 9.0 Evaluation of the Proposal**
 - 9.1 Evaluation Team**
 - 9.2 Evaluation Approach**
 - 9.3 Notices**
- 10.0 Attachments**
 - 10.1 Non-Collusion Affidavit**
 - 10.2 Delinquent Real Estate and Personal Property Tax Affidavit**
 - 10.3 Certification Regarding Findings for Recovery**

1.0 Background and Nature of the Project

1.1 Delaware County Background

Delaware County was established in 1808 and is governed by a Board of three county commissioners. An elected County Sheriff serves as the chief law enforcement officer and has charge of the county jail. The Delaware County Jail is a 286-bed, Full-Service Jail.

1.2 Purposes of the Request for Proposal

The Delaware County Board of Commissioners wishes to receive proposals from contractors to provide food service for the Delaware County Jail (“DCJ”), which has an approximate average daily population of 140 inmates, so far for the year 2023. The County is seeking a contract with an initial term of three (3) years, with three (3) additional one (1) year renewable periods, as approved by both Parties. Prices quoted in this proposal will be fixed for the first two years of the contract. The Offeror will quote a price for years three, four, five, and six.

1.3 Desired Outcomes

Enter into a contract between the successful Offeror and Delaware County which meets the following criteria:

- 1.3.1** To deliver high quality food that can be audited against established nutritional and health guidelines;
- 1.3.2** To operate the food service program in a cost effective manner with full reporting to Delaware County;
- 1.3.3** To implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance;
- 1.3.4** To maintain an open collaborative relationship with the administration and staff of the DCJ;
- 1.3.5** To maintain standards established by Delaware County as well as the American Correctional Association (ACA), Ohio Jail Standards for Full-Service Facilities, as laid out by the Ohio Department of Rehabilitation and Correction, and Federal Correctional Food Service standards;
- 1.3.6** To offer a comprehensive program for continuing staff and inmate training; and
- 1.3.7** To operate the food service program in a humane manner with respect to the inmates’ right to basic health and nutritional standards.

2.0 Calendar of Events and RFP Communications

2.1 Calendar

Advertisement of RFP	August 24, 2023
Mandatory Offerors Conference and Site Visit	September 12, 2023
Deadline for Submitting Questions	September 15, 2023
Proposal Due Date	September 26, 2023
Estimated Notice of Award	November 3, 2023

2.2 RFP Submittal Process

All proposals are to be delivered before **2:00 P.M., local time, on Tuesday September 26, 2023** to:

Delaware County Commissioners' Office
91 North Sandusky Street
Delaware, Ohio 43015

Delaware County will not accept any proposals received after the date/time stated above, and shall request Offeror to make arrangements to retrieve late proposals. Delaware County shall not bear the responsibility for proposals delivered past the stated date or time, or to an incorrect address by Offeror's personnel or by the Offeror's outside carrier. Offerors must submit one (1) completed and signed original and five (5) copies of the proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

Proposals shall be submitted in a sealed envelope or box marked: **"Proposal Enclosed for RFP – Food Service for the Delaware County Jail."**

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the Offeror and Delaware County. Delaware County shall have no liability whatsoever to any Offeror whose proposal is not accepted.

IT IS ABSOLUTELY ESSENTIAL THAT OFFERORS CAREFULLY REVIEW ALL ELEMENTS IN THEIR FINAL PROPOSALS. ONCE OPENED, PROPOSALS CANNOT BE ALTERED; HOWEVER, DELAWARE COUNTY RESERVES THE RIGHT TO REQUEST INFORMATION OR RESPOND TO INQUIRIES FOR CLARIFICATION PURPOSES.

Delaware County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Delaware County reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the County. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the Contract. A sample contract is to be included with each response to the

RFP. All proposals shall be valid for a period of 90 days from the submission date, unless withdrawn in writing by the Offeror.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP. Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal.

All materials submitted and accepted by Delaware County in response to this RFP shall become the property of Delaware County and will be retained by Delaware County in accordance with the Ohio Public Records Act and the Ohio Records Retention Act. The contents of the proposal are subject to the Ohio Public Records Act unless otherwise exempted by law. The Offeror should note within its proposal whether it considers any part of the proposal as proprietary or trade secret. Delaware County will attempt to keep, to the best of its ability, proprietary or trade secret material confidential, only to the extent permitted by law. Notwithstanding the foregoing, Delaware County shall have the sole discretion in determining whether any part(s) of the contractors' proposals contain information that is exempt from Ohio Public Records law.

2.3 Offeror's Conference

On **Tuesday September 12, 2023 at 10:00 AM**, Delaware County will host an Offerors Conference at the Delaware County Jail, 844 US Rt. 42 N, Delaware, Ohio 43015. Offeror attendance is mandatory. Delaware County feels that it is in the best interest of both Offerors and the County that all interested contractors attend the Offerors Conference to ask questions regarding the scope of this request for proposal and participate in a facility tour. Additionally, Delaware County will compile a list of attendees to be used for future communications regarding the RFP.

2.4 Inquiries/Communications

Delaware County will accept questions regarding the RFP only through the following email address: NKarafa@co.delaware.oh.us and answers will be sent to those prospective Offerors that attend and register at the Offerors' conference required in Section 2.3.

The deadline to submit a question is: **Friday September 15, 2023 at 3:00 PM.**

2.5 Communication Restrictions

From the release of the RFP until a contractor is selected, Offerors shall only communicate regarding the project in question with Delaware County officials or others working on the project through the email address designated for such purposes. Delaware County reserves the right to disqualify Offerors for such unauthorized communication, but Delaware County reserves the right to contact Offerors after receipt of proposals for clarification of any items within the proposal. Delaware County shall open any and all proposals received in a manner that prevents the disclosure of contents of competing offers to competing Offerors.

2.6 Changes to the Request for Proposals by Delaware County

Delaware County may amend specific sections of this RFP at any time during the submission process. Delaware County will furnish amendments to prospective contractors who attended the Offerors Conference. Should Delaware County issue an addendum to this RFP, the submission deadline may be extended, if appropriate, to accommodate changes made to the proposal.

3.0 Food Services Requirements

3.1 The successful bidder will be expected to provide the following food services to the Delaware County Jail at 844 U.S. 42 North, Delaware, Ohio 43015:

3.1.1 Provide food service 365 days a year, (366 in a leap year), three (3) meals a day. No excuse or deviations will be accepted for non-compliance with this requirement. Sufficient quantities of food must be made available for each meal to allow for unexpected increases in inmate population.

3.1.2 Three (3) full well-prepared, nutritionally-balanced meals will be served each day at regularly scheduled times at intervals as agreed upon by the DCJ. No interval between meals shall exceed 14 hours.

3.1.3 The menu of the inmate's meals shall follow a pre-approved 4-week cycle menu, which must be submitted with the 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 those four (4) weeks-28 days. Menus shall be planned in advance by the Offeror and approved in advance by jail officials. Such menus shall follow the four-week cycle pattern for the period planned. Menus shall provide sufficient variety and shall be designed with the inmate population in mind. "Sample Menus" will not be acceptable.

3.1.4 Portion sizes and weights will be specified on such menus "as served" (not raw portions). Weights indicated will be cooked weight except for uncooked items, which shall be identified as raw weight. The cooked meat weight in combination entrees must be clearly indicated on the menu. For example, Beef, Macaroni, and Tomato Casserole 10 oz. (2 oz. meat) and Sloppy Joe 4 oz. (2 oz. meat).

3.1.5 Food Quality: 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.

3.1.6 All food items purchased by the Offeror in connection with this contract shall meet and comply with all applicable local, county, state, and federal codes, regulations and laws.

3.1.7 All institutional meat purchases must meet the "General Requirements" as formulated by the US Department of Agriculture (USDA). All applicable items must have a grading certificate.

3.1.8 Offeror will utilize as many USDA commodities as possible.

3.1.9 A registered dietitian shall certify the inmate menu in the proposal with a signed nutritional compliance statement for the age and sex of the population semi-annually.

3.1.10 The Offeror's dietitian shall be registered and licensed in the state of Ohio. All inmate menus must be reviewed and certified annually by the Offeror's dietitian. All menu revisions shall also be certified.

3.1.11 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 to the DCJ. A plan for assuring nutritional compliance with substitutions shall be provided in the proposal. Records of substitutions shall include the items and portion sizes, the reason for the substitutions and verification that a dietitian has been consulted, when necessary. Substitutions shall be in writing to designate jail officials on a weekly basis.

3.1.12 The menu will provide a weekly average of least 2,800 calories per day per person, a maximum thirty-five percent (35%) fat, and will meet all guidelines pertaining to food service as outlined in Section Three.

3.1.13 One Hundred Percent (100%) of The Recommended Dietary Allowances (RDA) adjusted for the age and sex of the population shall be met. The RDA regulations shall be met for all inmates.

3.1.14 The menu shall be planned with products and recipes "Tested" for inmate acceptability. A variety of food flavors, textures, temperatures, and appearances shall be used. The Offeror shall include in the proposal a method to monitor inmate preferences and make acceptability adjustments. A sample meal quality assurance assessment shall be submitted.

3.1.15 No pork or pork-by-product shall be served in the DCJ. No fish, shellfish, or seafood 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 a meat equivalent, except in vegetarian menus.

3.1.16 To assure a minimum level of menu quality, at least five (5) one-half (½) cup fruits and vegetable 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 requirements. 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.

3.1.17 To provide appropriate size of meals, the number of items offered on the menu shall be consistent and provide a minimum of three (3) main items of breakfasts and four (4) main items for lunch and dinner. The count of items excludes 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. Sandwiches with "luncheon meats" will not be served more than twice a week. Breakfast entrees will be varied. No entrees will be repeated on successive days. Dinner and lunches are expected to have hot entrees.

3.1.18 A minimum of four (4) holiday or special meals shall be served each year to include Thanksgiving, Christmas, Memorial Day, and The 4th of July. Four (4) sample meals shall be submitted with the proposal. All holiday meals shall have prior approval before being prepared and served.

3.1.19 Food will be served fresh, in reasonable variety and at appropriate temperatures. Food that has been once served on an inmate tray shall be discarded if uneaten. Portion sizes will be specified on the proposed menus as serving (cooked) weight, unless otherwise specified. All Jail inmate workers (generally 10, but no more than 20) shall receive double entree and beverage at no extra cost.

3.1.20 The menu cycle will be four (4) weeks, and will be submitted at least thirty (30) days in advance. Any substitutions to the established menu shall be verified in advance with a dietician to determine the appropriateness of exchanges, unless pre-established standardized substitutions are utilized.

3.1.21 Bag lunches shall be provided for inmates on work detail or out for court when requested by the Jail Director or his/her designee. When utilized, these shall consist of two non-perishable sandwiches, one piece of fruit, and a beverage.

3.1.22 A permanent record of the number of meals served, the food content of each meal and any menu substitutions or modifications, with copies provided to the DCJ. Records of substitutions shall include the items and portion sizes, the reason for the substitution and verification that a Dietitian has been consulted when appropriate. The Offeror shall maintain and provide such daily, weekly, and monthly records as the Sheriff's Office may require and shall maintain records for a minimum of three (3) years. A daily reconciliation will also be submitted to the DCJ to assist in verifying the total amount of meals served per day and the total population count.

3.1.23 The Offeror will maintain a file on site containing recipes that provide the list of ingredients and their quantities; also the number of servings and serving size portion.

3.1.24 Offeror will produce a food service report electronic form that will provide information which reports the following:

- Total number of hot and cold meals served;
- The daily average number of hot and cold meals served;
- The total cost for hot meals;
- Total cost for cold meals;
- The average daily cost per inmate for hot and cold meals;

The Offeror's food service manager shall complete the monthly food service report. The monthly food service report shall be electronically forwarded to and reviewed by Jail officials responsible for supervising food service and then forwarded to the Offeror no later than the fifteenth day of the month. The reporting days shall begin on the first day of the month and shall end on the last day of the month.

3.1.25 Offeror will produce a usage and inventory report electronic form that will provide information which reports the following:

- Average cost per hot meal;
- Average cost per cold meal;
- Monthly food usage value;
- End of the month inventory value;

The Offeror's food service manager shall complete the monthly food usage and inventory report. The monthly food usage and inventory report shall be electronically forwarded to and reviewed by Jail officials responsible for supervising food service and then forwarded to the Offeror no later than the fifteenth day of the month. The reporting days shall begin on the first day of the month and shall end on the last day of the month.

3.1.26 The kitchen will be maintained in a reasonable state of cleanliness, to include but not limited to, equipment, stoves, counter tops, utensils, cupboards, floors, vents and ceilings. Inmate workers may be used to clean food trays.

3.1.27 The Offeror shall perform regular routine cleaning of the kitchen area including all equipment and fixtures therein to continuously maintain such area, in compliance with the Health Department, Standards for Jails in Ohio and other applicable accreditation standards, whether Federal or State. One deep clean of

the kitchen and all equipment shall be performed under the direction of the onsite supervisor and documented, weekly. This shall be completed outside of normal working/kitchen operation hours. Inmate labor may be used.

3.1.28 All trash created from food production and service operations will be disposed of in the appropriate manner.

3.1.29 Food shall be placed on sanitary insulated food trays and be ready to serve to inmates. Inmate workers and Jail staff will be used to distribute the meals from the kitchen.

3.1.30 Offeror's employees shall count all items necessary for meal before the meal begins and count the same after each meal is over. Ensure security procedures are followed for missing equipment.

3.2 Offeror will provide special religious (Kosher, Muslim) such as non-meat substitutes or non-pork and/or medical diets such as low sodium, gluten free, low saturated fats, soft diet, bland diet, diabetic, etc. at no additional cost. These meals will be reviewed by a certified Dietician to ensure their proper nutritional balance.

3.3 Offeror will comply with all applicable federal, state and local laws and regulations pertaining to food service.

3.4 Offeror will guarantee a price per meal for twelve (12) months for all-regular meals and bag lunches.

3.5 All knives and kitchen utensils shall be counted and locked for safe keeping in accordance with policy and procedures provided to the Offeror by the DCJ.

3.6 The Offeror will provide contingency plans to provide service in the face of events such as power outages, fire, floods, etc., including labor walkouts, tardiness, or no-shows.

4.0 Personnel

4.1 Offeror will carry appropriate insurance on its employee's products and property including general liability. Satisfactory proof of such insurance shall be provided to the DCJ.

4.2 The Offeror will provide a trained food service director with correctional food service experience or the equivalent who will work on-site in conjunction with the Jail Director/designees. The food service manager and all other employees of the Offeror will be subject to review and approval by the Sheriff's Office.

4.3 The Offeror will adhere to all equal Opportunity (EEO) regulations applicable to the Sheriff's Office.

4.4 The Offeror will comply with any Fire Department or Health Department Inspections, all audits or inspections conducted by Ohio's Bureau of Adult Detention, any audit conducted by a Department of Justice Certified PREA Auditor, any American Correctional Association Auditor, and any other oversight entity or auditor as directed by the Jail Director or designee. Any audit or inspection is expected to be passed with full compliance.

4.5 The Offeror shall be responsible for all management, labor related costs, food costs, materials, and other expenses such as cleaning supplies, paper supplies, towels, dish clothes, laundry and uniforms for the Offeror employees, latex gloves, insurance premiums and license fees, long distance expenses, office supplies and postage.

4.6 All Offeror's employees will be required to maintain proper grooming and hygiene as defined by Office policy. All offeror's employees shall undergo a pre-employment medical examination and annual re-examinations. In addition, employees shall comply with any state or local regulations with regard to such examinations. TB screening will be required upon employment and annually thereafter. Written verification of the results of such examination shall be provided to the DCJ Medical Department within seven (7) days of its completion.

4.7 Any employee of the Offeror entering the secure portion of the DCJ will be required to undergo a pre-employment background check conducted by the Office, as well as a follow-up background check no less than every four years.

4.8 The Offeror shall maintain a properly selected and trained staff and shall insure that sufficient employees are present to deliver agreed upon services each day that the agreement is in effect.

4.9 Inmate workers utilized by the Offeror shall be directly supervised by Offeror's employees during food preparation, production and serving to insure that quality; safety and sanitation standards are met. DCJ may provide inmate labor when available to assure efficient food service operations.

4.10 The DCSO reserves the right to deny any employee access to the facility that does not meet established rules and regulations

4.11 Final selection of all Offeror's employees at the DCJ shall be at the approval of the Sheriff's Office.

4.12 The Offeror will provide annual training on safety, security and proper food handling procedures to its employees consistent with the Department of Corrections guidelines.

4.13 The Offeror will agree to send employees to any County training on safety, security, sexual harassment and/or other essential programming as reasonably requested by Delaware County at no additional expense to Delaware County. The Offeror will be

responsible for time and attendance accountability and provide appropriate records to the DCJ upon demand.

4.14 The Offeror's employees must attend orientation classes and training as conducted by the DCJ in accordance with the Ohio Jail Standards and other applicable regulations. All orientations, etc., shall be at the expense of the Offeror.

4.15 In recognition of the sensitive nature of correctional institutions, the Offeror shall agree that in the event the Sheriff's Office, at its discretion is dissatisfied with any of the personnel provided under the contract they may give written notice of such fact and the reasons thereof to the Offeror and if the problem cannot be resolved, the Offeror shall agree to remove the individual about which dissatisfaction has been expressed and to cover with part time employees or other appropriate personnel until an approved replacement can be found. The Sheriff's Office agrees to allow the Offeror a reasonable amount of time to find a suitable replacement.

5.0 Contract's General Requirements

5.1 The Offeror will purchase, receive, store, prepare produce, service and/or package and deliver food to meet the prescribed menu.

5.2 The Offeror will serve visually appetizing, wholesome, nutritious, quality food at proper serving temperatures, with correct portion sizes and at designated serving times.

5.3 A plan of operation will be submitted explaining the Offeror's proposed method of food service, including staffing. Such a plan shall insure that the Offeror deliver all services agreed upon utilizing two (2) inmate workers per meal, and that those inmate workers are directly supervised by paid personnel during the preparation, production, and service of meals.

5.4 The Offeror will be responsible for all labor related costs and other expenses such as: cleaning supplies, chemicals for the dishwasher; paper supplies; inmate worker and employee sanitary gloves, hats, aprons, and hairnets; laundry and uniforms for Offeror's employees; general liability and property insurance; long distance telephone expenses; amortization of office supplies; postage; taxes and license; expenses for employee physicals and employment advertising expenses; copy machine and business necessities.

5.5 The Offeror will furnish monthly-itemized invoices, and the Sheriff's Office shall pay such invoices in the ordinary course of business as quickly as possible. Payment will be at the cost-per meal rate specified in the agreement and will be based upon the number of meals served by the offeror.

5.6 The Offeror will adhere to rules and regulations and security practices as established by the DCJ.

5.7 Each Offeror shall provide Delaware County with two price quotes. One price quote shall include a cost for a replacement of equipment. The other price shall include the replacement of the equipment, at Offeror's cost, and installed in the jail within 60 days of the signing of this agreement. This replaced equipment shall be replaced with industrial, commercial, name brand equipment. The Offeror will be responsible for any

and all maintenance on all equipment, coolers and freezers that are used to store prepared meals.

The County may choose the proposal that best meets our needs at the time of the award. Therefore, the County may choose to not replace equipment in the event it is not in the best interest of the County. However, the Offeror shall adhere to all language in regards to the maintenance and payment of the current equipment that is being utilized in the kitchen. In the event the County chooses the option which requires the Offeror to provide new equipment, the said equipment shall be owned by the County at the end of this two year agreement.

In the event the Offeror chooses to opt out of the contract using the "180 day clause" of this agreement, the equipment purchased shall be owned by the County. If the County chooses to terminate the agreement, the County will own all equipment that is purchased by the Offeror, subject to reasonable compensation to the Offeror.

6.0 Sheriff's Office Obligations

6.1 In the event that kitchen equipment is damaged due to negligence or breaks down, the Offeror shall be responsible for any and all repairs. The DCJ will provide trash removal, pest control, office space, inmate uniforms (except for gloves, hats and hairnets), and utilities (excluding long distance telephone service).

6.2 The DCJ will provide adequate security for all food areas.

6.3 The DCJ will provide a mutually negotiated level of inmate labor at the times and locations necessary to assure efficient food service operations; however, no less than two (2) inmate workers will be provided for each meal service.

6.4 The Offeror shall bill monthly, and the Sheriff's Office shall pay such invoices in the ordinary course of business as quickly as possible.

6.5 The DCJ will generally order inmate meals, diet meals, and bag lunches approximately two (2) hours prior to the beginning of normal meal service times. However, the Offeror shall prepare sufficient additional meals in the event of newly arrived inmates.

7.0 Operations

7.1 Meal times are currently as follows:

Breakfast: 6:00 AM

Lunch: 11:30 AM

Dinner 4:30 PM

Note: Estimates given are the best available information at this time and may be subject to change.

8.0 Proposal Format

In responding to this RFP, offeror must address each of the format requirements detailed in this section. Offerors will submit proposals with tabs inserted to distinguish each section as detailed below.

8.1 Cover Letter

The Cover Letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. The Cover Letter shall provide a summary of the services to be provided and the name and telephone number of a contact person with authority to answer questions regarding the proposal. The letter shall also include the name and phone number of a contact person to be notified regarding contractual issues. Whenever possible, representatives within Ohio should be used.

8.2 Management and Organization

The offeror shall describe how it will manage the successful accomplishment of the goals, objectives, and timeline described in this RFP. The offeror shall list individuals vested with leadership responsibilities for the project, lines of reporting, accountability between contractor and Delaware County. Delaware County requires regular status meetings between the contractor and the Sheriff and/or DCJ personnel.

The offeror must include the relationships with all sub-contractors, with a clear indication of the roles and responsibilities of all parties providing materials or support services. Nevertheless, Delaware County will award the contract to one primary contractor, and subcontracting for the primary services is not permitted.

8.3 Contractor Profile and Qualifications; Work Plan

8.3.1 Offeror will provide a general history, description and status of the company including a certified copy of its most recent financial statement.

8.3.2 Offeror will provide a report of all pending and completed litigation for the past five (5) years.

8.3.3 Offeror will demonstrate food services and will list at least five (5) name, address, title and telephone number of client contracts of similar size institutions the Offeror currently operates for the past five (5) years.

8.3.4 Offeror will provide a description of support services for correctional food service.

8.3.5 Offeror will provide an on-site representative in response to complaints regarding the contract within 24 hours of receiving the complaint.

8.3.6 Offeror will demonstrate knowledge in the supervision and control of inmate labor strict security procedures and include an explanation of training programs designed for inmate labor.

8.3.7 Cost to the County to include the actual program cost for a period of 12 months commencing upon the complete execution of the agreement. In addition the offeror will submit two prices. The first will be for meals with no equipment purchase and the second will be with equipment purchase;

8.3.8 Offeror will provide a price for years 3, 4, 5, and 6 must be included;

8.3.9 Offeror will provide price cost per hot and cold meal: Offeror shall also include cost of an Officer meal and the cost for a bag lunch, which may be provided upon request of the Sheriff or his designee. The lunch shall be made in

accordance with established guidelines in the food service requirements of this bid specification;

8.3.10 Cost to the County to include the impact with and without inmate labor.

8.3.11 Menus provided to meet caloric and nutritional value as well as specialized religious diets such as a kosher meal as required in the specifications.

8.3.12 Offeror must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements. Personnel must include an on-site full-time corrections-experienced food service director and registered dietician available for menu development.

8.4 Affirmative Action

The offeror shall submit information detailing its affirmative action, equal employment, and nondiscrimination policies.

8.5 Conflicts of Interest

No personnel of the contractor may voluntarily acquire personal interest that conflicts with their responsibilities under this contract. Additionally, the contractor will not knowingly permit any public official or public employee who has any responsibility related to this contract or the project to acquire an interest in anything or any entity under the contractor's control if such an interest would conflict with that official's or employee's duties. The contractor will disclose to Delaware County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this contract. The contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under this contract, unless Delaware County has determined that, in light of the person interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Each proposal must include a statement indicating whether the contractor or any people that work on the project through the contractor have a possible conflict of interest, and, if so, the nature of the conflict. Delaware County has the right to reject a proposal in which a conflict is disclosed or cancel the contract if any interest is later discovered that could give the appearance of a conflict.

8.6 Workers' Compensation Coverage

The selected contractor shall submit a copy of the certificate proving that the contractor and agents are covered by workers' compensation, employees' liability and/or contractor's insurance in amounts sufficient to satisfy all claims that might arise from its acts or those of the employees and agents. Failure to maintain coverage at any time during the term of the contracts shall be deemed a material breach of the contract. Such failure shall deem the contract void in its entirety, and the selected contractor shall not be entitled to any payment pursuant to the contract or otherwise.

8.7 Addenda

There may be addenda to this RFP. If your company desires to receive copies or notices of any such addenda, you must provide the information requested below to Shelley Pfan,

Jail Director, at NKarafa@co.delaware.oh.us Delaware County will send addenda only to those contractors that provide the requested information by timely e-mail.

RFP Food Service for the Delaware County Jail

Company name _____

Mailing address _____

Phone number _____

Fax number _____

Contact person _____

E-mail address _____

Send addenda by (check one): Fax
 E-mail

Any alterations to the document made by the offeror may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to Delaware County. Addenda will also be posted on the Delaware County Web-site: <http://www.co.delaware.oh.us> under the heading “Bids and Notices” in a PDF format.

8.8 Affidavits and Forms

The following affidavits and forms will be required and are included as attachments to this RFP and, by this reference, are incorporated herein:

- Non-Collusion Affidavit
- Personal Property and Real Estate Tax Affidavit
- Certification Regarding Findings for Recovery

8.9 Price; Proposal Bond

Each Offeror shall submit a proposed all-inclusive price for the services, as well as a proposed payment structure.

Each Offeror submitting a Proposal in response to this RFP shall also submit a bond or certified check, cashier’s check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00), conditioned that the Offeror, if the Offeror’s proposal is accepted, shall execute a contract in conformity to the RFP.

8.10 Additional Required Contractual Terms

8.10.1 Contractor Acknowledgement

By submitting a proposal, the Contractor acknowledges that it has fully and completely read and reviewed this RFP, that it fully and completely

understands this RFP, and agrees to be bound by all its terms, requirements and conditions.

The Contractor acknowledges and understands that any contract that results from a proposal submitted pursuant to this RFP must be approved by the County.

8.10.2 Reservation of Rights by County

- The County reserves the following rights in relation to any submitted proposal or any contract that results from a proposal submitted pursuant to this RFP:
- The County reserves the right to disqualify any proposal that takes exception to or limits the rights of the County under this RFP and/or resulting contract.
- The County reserves the right to refuse any proposal not properly submitted in accordance with the requirements of this RFP.
- The County reserves the right to reject the selected proposal or other proposals at any time prior to execution of a contract.
- The County reserves the right to cancel this RFP at any time.
- The County reserves the right to reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract has been made.
- The County reserves the right to select the offeror deemed to be in the best interests of the County, as determined solely by the County and/or its representative, to reject any and/or all proposals, or any portion of any and/or all proposals, to waive informalities or irregularities that do not affect the substance of the specifications and contents of this RFP and to award the contract in the manner deemed to be in the best interest of the County.

8.10.3 Independent Contractor

The Contractor shall act in performance of this Contract as an independent contractor. As an independent contractor, the Contractor and/or its officers, officials, board, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the County, or any other appointing authority of Delaware County, Ohio.

8.10.4 Indemnification

The Contractor shall provide indemnification as follows:

- To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Delaware County Board of Commissioners, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents,

servants and representatives (collectively “Indemnified Parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contractor’s, any subcontractor’s, or any sub-subcontractor’s performance of this Contract, including, but not limited to the performance or actions of the Contractor’s, any subcontractor’s, or any sub-subcontractor’s officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively “Contracted Parties”.) The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees.

- The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.
- To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties performance

of this Contract. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

8.10.5 Insurance

The Contractor shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Contractor shall present to the County current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.
- Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.

- Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the County/DCJC, with coverage in an amount equal to that required by law and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The County must be named as “Additional Insured” on the policies listed in this section.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to the County/DCJC before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the County within seven (7) calendar days of change.

During the life of the Contract, the County may require the Contractor to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the County shall retain any and all such other and further rights and remedies as are available at law or in equity.

8.10.6 Performance and Payment Bond

Within ten (10) days from the date of the award of the contract, the Contractor will be required to enter into the Contract with the County, and, at that same time,

give an acceptable performance and payment bond in the name of the Delaware County Board of Commissioners, Delaware County, Ohio in the full amount of the contract price to properly secure the performance of said Contract in accordance with the terms, provisions and conditions of the Contract and within the time specified.

Such performance bond shall be substantially in the form provided in Ohio Revised Code section 153.57. The bond shall be made payable to the Delaware County Board of Commissioners, Delaware County, Ohio, referencing the applicable proposal name and/or number. The performance bond shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. Failure on the part of the Contractor to furnish the required performance bond to the County within ten (10) days of the award may be considered cause for the annulment of the bid award and forfeiture of the bid bond/guaranty to the County.

Any action on the part of the Contractor or its bonding company to revoke or cancel the performance bond prior to the expiration of the Contract or extension thereto, will be considered a breach of Contract and will result in the immediate cancellation of the Contract. Should this occur, the Contractor will be held liable for any additional costs incurred by the County in seeking replacement equipment and services.

Furthermore, the County, in its sole discretion, may require additional bonding from the Contractor. Should an additional bond be required, the County will make that determination prior to executing the Contract.

The surety company providing the Contract Performance Bond shall have a minimum policy holder's rating of A- and a minimum financial rating of VI and in all other respects be acceptable to the County. Attorneys-in-fact who sign the contract performance bond must file a certified and effectively dated copy of their power of attorney evidencing their authority to sign and bind the surety company, together with a copy of the Certificate of Authority issued by the Ohio Department of Insurance authorizing the surety company to engage in such business in the State of Ohio.

8.10.7 Damages in the Event of Default

The County declares and the Contractor acknowledges that the County may suffer damages due to the failure of the Contractor to act in accordance with the requirements, terms, and conditions of the Contract. The County declares and the Contractor agrees that such failure shall constitute an event of default on the part of the Contractor and the Contractor agrees to pay damages to the County to compensate the County for any damages it incurs as a result of the default. The Contractor agrees that if the County does not give prompt notice of such a failure, that the County has not waived any of its rights or remedies concerning the failure by the Contractor.

8.10.8 Termination for Cause/Convenience

A. Termination for Convenience

Either Party may terminate this Contract at any time and for any reason by giving at least on hundred eighty (180) days advance notice, in writing, to the other Party. The Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the County shall be authorized in writing and signed by a quorum of the Board of Commissioners.

8.10.9 Inspection and Maintenance of Records and Work Papers/Audit

At any time, during regular business hours, with reasonable notice and as often as the County or their representatives may deem necessary, the Contractor shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, reports, documents and all other information or data relating to all matters covered by this Contract. The County or their representatives shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The Contractor, for a minimum of three (3) years after reimbursement / compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the Contractor shall contact the County in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

8.10.10 Notices

All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

Contractor:

Fax: _____

County:

Nicholas Karafa
Jail Director
Delaware County Sheriff’s Office
844 US Rt. 42 N
Delaware, Ohio 43015
Fax: (740) 833-2839

8.10.11 Equal Employment Opportunity

In fulfilling the obligations and duties of the Contract, the Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

8.10.12 Drug Free Workplace

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

8.10.13 Findings for Recovery

The Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

8.10.14 Non-Collusion / Conflict of Interest

The Contractor certifies as follows:

- This proposal/Contract is not entered or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.
- This proposal/Contract is genuine and not collusive or a sham.
- The offeror/Contractor has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal.

- The offeror/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any offeror or anyone else to put in a sham proposal or that anyone shall refrain from submitting a proposal.
- The offeror/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any other person or entity concerning or regarding this Contract.
- The offeror/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of this Contract, to fix any overhead, profit or cost element of this Contract, or to secure any advantage against the County or anyone interested in this Contract.
- The offeror/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of said offeror or any other offeror, or to fix any overhead, profit or cost element of such price or that of any other offeror, or to secure any advantage against the County or anyone interested in the proposed contract.
- This proposal/Contract is not a product of collusion with any other vendor, person, or entity, and no effect has been made to fix any overhead, profit or cost element of any proposed price.
- The offeror/Contractor is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the offeror/Contractor from entering this Contract.
- The offeror has not, directly or indirectly, submitted its proposal price or any break-down thereof, or the contents thereof, or divulged any 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 the offeror in its general business.
- All statements contained in the proposal are true.
- All statements contained in the Contract are true.

Contractor agrees that no agent, officer, or employee of Delaware County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Contractor agrees that it will not employ in any manner a current Delaware County employee for a minimum period of one (1) year from the expiration or termination of this Contract, without the prior express written consent of the County.

8.10.15 Effect of Acceptance of Bid

Acceptance of delivery of any proposal shall not constitute an agreement between the submitter and the County, and the County shall have no liability whatsoever to any submitter whose proposal is not accepted.

8.10.16 Patent or Copyright Liabilities

The Contractor will protect, defend and hold free and harmless Delaware County, its officers, employees, agents and Board of County Commissioners against all claims that any of the designs/equipment/software/programming supplied hereunder infringes a U.S. patent or copyright. The Contractor will pay all resulting costs, damages, and attorney's fees to defend Delaware County against such claims. Delaware County will promptly notify the Contractor in writing of all claims, and the Contractor will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, Delaware County agrees to permit the Contractor, at Contractor's option and expense, either to procure for Delaware County the right to continue using the designs/equipment/software/programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

8.10.17 Conflicts of Terms, Conditions, or Provisions

To the extent that the terms, conditions, or provisions of this RFP and any proposal submitted by the Contractor may be inconsistent, the terms, conditions, or provisions of this RFP control. To the extent that this RFP and proposal are inconsistent with the Contract, the terms, conditions, or provisions of this RFP shall control.

8.10.18 Headings

Headings in this RFP and the Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this RFP and Contract.

8.10.19 Severability

If any provision of this RFP or Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of this RFP and Contract shall remain in full force and effect.

8.10.20 Incorporation of RFP into Contract

Any Contract resulting from this RFP shall incorporate the legal notice, this RFP and all of its appendices and attachments and this RFP and all of its appendices and attachments shall be a part of such Contract. Any written addenda issued by the County shall also be incorporated into and become a part of the executed Contract.

8.10.21 Incorporation of Proposals/Appendices

All proposals, appendices, forms, and other documents as completed and submitted to the County by the Contractor are hereby incorporated into this RFP and the Contract.

8.10.22 Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

8.10.23 Authority to Sign

Any person submitting a proposal pursuant to this RFP and executing the Contract in a representative capacity hereby warrants that he/she has authority to submit a proposal and sign this Contract or has been duly authorized by his/her principal to submit a proposal and execute this Contract on such principal's behalf.

8.10.24 Entire Agreement

This RFP (and its appendices and attachments), all written addenda issued by the County, the Contractor's proposal, all approved documents completed by the Contractor and submitted to the County, and the Contract shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

9.0 Evaluation of the Proposal

This RFP is being conducted in accordance with the procedures for competitive sealed proposals, pursuant to Section 307.862 of the Ohio Revised Code. Delaware County will weigh three (3) factors to determine which offeror submits the proposal determined to be the most advantageous to Delaware County. Proposals will be scored based on allocation of points shown below.

Mandatory Requirements.

Proposals that do not contain all information and documents required in the RFP will be determined to be non-responsive as failing to meet the basic requirements of the RFP.

Three Key Factors for Contract Award

<u>Factor</u>	<u>Weight Given</u>
1. Ability to provide services specified (Section 3.0, 4.0, 5.0)	50 points
2. Price.	10 points
3. Profile and Work Plan (Section 8.3)	40 points
TOTAL CRITERIA WEIGHT	100 points

9.1 Evaluation Team

A selection committee established by the Delaware County Sheriff will evaluate the proposals. The composition will remain consistent for all responses and the selection committee will be responsible for documenting and tabulating the scores for all responses.

9.2 Evaluation Approach

Delaware County shall evaluate all proposals received and rank the offerors based upon the evaluation factors specified above. The Delaware County Sheriff may select one or multiple offerors with which to hold additional discussions based upon the evaluation factors specified above. Delaware County shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions. Offerors not selected for further discussions may be excluded from further consideration for the contract upon notification by Delaware County. Based upon a review of the proposals and potential additional discussions with a select offeror, Delaware County shall enter into contract negotiations with the highest ranked offeror. The Delaware County Prosecutor's Office shall review the apparent best proposal contract(s) and both parties must agree to the terms and conditions. Delaware County shall engage in contract negotiations with only one (1) offeror at a time. Failure to agree upon the terms and condition shall eliminate the proposal from further consideration. Requests by Delaware County for clarification of proposals shall be in writing. Said requests shall not alter the offeror's pricing information contained in its proposal. If negotiations with the highest ranked offeror fail, negotiations with this offeror shall be terminated, and Delaware County may enter into contract negotiations with the next highest ranked offeror. This process may continue until a contract is successfully negotiated.

9.3 Notices

- A.** Delaware County reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that Delaware County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority;
- B.** Delaware County reserves the right to reject, in whole or in part, any proposal that Delaware County has determined, using the factors and criteria established to evaluate proposals, would not be in the best interest of the county;
- C.** Delaware County may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.
- D.** An offeror may withdraw the offeror's proposal at any time prior to the award of a contract. Delaware County may terminate negotiations with an offeror at

any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith;

- E.** Delaware County may cancel or reissue this RFP if any of the following apply:
 - a.** The supplies or services offered through all of the proposals submitted are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP;
 - b.** The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds for the project;
 - c.** Delaware County determines that award of a contract would not be in the best interest of the county.
- F.** Delaware County may award a contract to the offeror whose proposal is determined to be the most advantageous to the County, taking into consideration the evaluation factors and criteria developed and set forth in the request for proposals

10.3 Certification Regarding Findings for Recovery

The Offeror submitting this Proposal hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Authorized Signature