

REQUEST FOR PROPOSALS

BOARD OF MIAMI COUNTY COMMISSIONERS ON BEHALF OF THE MIAMI COUNTY SHERIFF'S OFFICE

For Inmate Food Service at the Miami County Jail and Incarceration Facility

1. Purpose of Request for Proposals ("RFP"). The Board of Miami County Commissioners (the "Board"), on behalf of the Miami County Sheriff's Office, (the "MCSO") is seeking competitive Proposals for the provision of Inmate Food Service for the Miami County Jail and Incarceration Facility" (the "Project"). The proposed contract will be for an initial term of three (3) years, with the potential to be extended for two additional terms of one year each upon the mutual consent of the Successful Proposer and the Board.

1.1. The Board seeks a Proposer to furnish quality food service that meets or exceeds the needs of the Miami County Sheriff's Office Jail and Incarceration Facility. The Miami County Sheriff's Office operates two jail facilities. The first facility (hereinafter, the "Jail") is co-located with the Sheriff's Office in downtown Troy, Ohio at 201 West Main Street. The second facility (hereinafter, the "Incarceration Facility") is located at 2042 North County Road 25A, Troy, OH which is approximately three miles from the downtown Jail.

All meals provided under the Project will be prepared at the Incarceration Facility. Currently Breakfast is served cold, Lunch is served hot and Dinner is served cold. All medical snacks are served cold. Meals to be served at the Incarceration Facility will be taken to the Pods for distribution to inmates. All food for meals for the Jail will be made ready for transportation and transported to the Jail by Correction Officers. Once at the Jail the meals will be distributed to inmates by Correction Officers.

1.2. For the purposes of this Request for Proposals and the other Proposal Documents, the words or phrases set forth below shall have the indicated meanings.

1.2.1. *Board* means the Board of Miami County Commissioners.

1.2.2. *MCSO* means the Miami County Sheriff's Office.

1.2.1. *Project* means the provision of Inmate Food Service for the Miami County Jail and Incarceration Facility.

1.2.2. *Proposer* means a person or organization submitting a Proposal in response to this RFP.

1.2.3. *RFP* means this "Request for Proposals for Inmate Food Service at the Miami County Jail and the Miami County Incarceration Facility."

1.2.4. *RFP Documents* mean this RFP, any addenda or documents issued by the Board after release of this RFP but before the Proposal due date, the MCSO Policies, and any other documents designated by the Board or the MCSO as RFP Documents.

1.2.5. *Successful Proposer* means any Proposer with whom the Board and MCSO negotiate and enter a contract with because of the process set forth in this RFP.

1.2.6. *MCSO Policies* mean the documents set forth below and any other written policies or procedures designated by the Board or the MCSO from time to time.

1.2.6.1. MCSO "Miami County Incarceration Facility Inmate Handbook"

1.2.6.2. MCSO "Miami County Jail Inmate Handbook"

1.2.6.3. MCSO "Lexipol Custody Manual"

1.2.7. *Proposal* means a Proposer's written response to the terms, conditions and provisions set forth in this RFP.

1.3. All times set forth in the Proposal Documents are set forth at Troy, Ohio local time.

2. Project Requirements. For the purposes of seeking Proposals for Inmate Food Service, the Board and the MCSO have developed the following Project Requirements which will be further developed and refined during the Proposal evaluation process and the negotiation of any contract that may be awarded to any Successful Proposer. In addition, the Successful Proposer shall comply with all pertinent MCSO Policies.

Pursuant to the terms and conditions set forth in the Proposed Contract as modified by any contract negotiations between the Board, the MCSO and a Successful Proposer (if any), the Successful Proposer shall perform the Project in accordance with the following Project Requirements for an initial term of three years and, if deemed appropriate by the Board and the MCSO, and with the consent of the Successful Proposer, two additional one year terms.

PROJECT REQUIREMENTS

The Project Requirements are set forth below but are subject to change as deemed necessary by the Board and the MCSO. In implementing the Project, the Miami County Sheriff's Office shall appoint a person from its staff to oversee the Project. In addition to his or her other duties in overseeing the Project, such person shall randomly check for contract compliance. The Successful Proposer shall cooperate with this person in all matters related to the implementation of the proposed contract.

The Successful Proposer shall furnish all management, labor, food, materials, supplies and reporting necessary to provide quality food service for the Miami County Sheriff's Office for inmates and staff (including special diets) seven days a week, three hundred and sixty-five days a year, for an initial term of three years, with the possibility of two, one year contract extensions as deemed appropriate by the

Board and the Miami County Sheriff's Office with the consent of the Successful Proposer. In submitting its Proposal, a Proposer shall include in its proposal the method by which it expects to adjust the price per meal after the first year of any contract.

2A. Emergencies. If the Miami County Sheriff's Office kitchen shall be damaged by fire, flood, riot, or any event that would render the kitchen inoperable, the Miami County Sheriff's Office shall determine, after consultation with the Successful Proposer, whether and to what extent the kitchen is operable. If the Successful Proposer cannot then prepare and serve the required meals, the Board and the MCSO may continue with the contract or terminate the contract without further obligation. A Proposer must include in its Proposal a detailed description of its emergency plan for providing alternate food service in case of such an emergency such as mentioned above.

2B. Project Staffing Requirements. Requirements for staffing are as follows:

1. Food Service Manager: The Successful Proposer shall provide a trained food service manager with at least twelve (12) months' experience in institutional food service management or similar experience in correctional facilities, who will work with the administration of the Miami County Sheriff's Office. Each Proposer shall provide its proposed Food Service Manager's resume and qualifications as part of its Proposal.

2. Nutrition Consultant: The Successful Proposer shall provide a full-time qualified nutrition consultant, who is at minimum, a certified Dietician licensed by the State of Ohio, on its staff for consultation and review of menus. The Miami County Sheriff's Office also reserves the right to consult with another dietician for review of menus and nutritional information. Each Proposer shall provide its proposed Nutrition Consultant's resume and qualifications as part of its Proposal.

3. Other Staff: The Successful Proposer shall always provide sufficient staff for the efficient operation of food service program. The Miami County Sheriff's Office shall provide sufficient inmate labor for meal prep delivery, sanitation, and other activities that the Miami County Sheriff's Office and the Successful Proposer determine can be appropriately managed by inmate labor. However, should inmate labor not be available, the Successful Proposer shall ensure that sufficient employees are present to provide all such services. Each Successful Proposer shall indicate in its Proposal the desired number of inmate workers required in the kitchen, as well as a daily schedule and job positions.

4. Minimum Wage: The Successful Proposer shall pay its staff at least minimum wage as defined by the State of Ohio or higher wages. Inmate workers are not paid.

5. Security Requirements for Successful Proposer Staff: The Successful Proposer's employees shall be subject to the following security requirements:

a. To maintain security, the Miami County Sheriff's Office reserves the right to observe the Successful Proposer's operations and inspect equipment in the Jail at any time. Moreover, the Successful Proposer must abide by all the Miami County Sheriff's Office rules and regulations, procedures, and general orders, as well as any directives by the Jail

Administrator or Jail staff regarding performance under the terms of any contract resulting from this RFP.

b. All Successful Proposer employees will be subjected to a criminal background check by the MCSO as well as thorough screening by the Jail Administrator or designee before commencing work at the Jail or Incarceration Facility, due to their contact with inmates and other matters relating to security in both facilities. The MCSO will have the sole right, at any time, to reject any of the Successful Proposer's employees who, in the MCSO's sole opinion, pose a risk or potential risk to the security or operations of the Jail and/or the Incarceration Facility.

c. The MCSO reserves the right to require all the Successful Proposer's employees and employees of any Successful Proposer sub-contractor to submit to security identification procedures.

d. Successful Proposer employees will be required to immediately report any unusual occurrence to the Jail Administrator and / or his designee and to secure its assigned areas and lock all doors before exiting the Jail unless notified in writing by the Jail Administrator and or his designee. Employees will be required to review the Jail's Contraband policies and Inmate Handbooks (copies of which are included in the Proposal Documents). All the Successful Proposer's employees must comply with the Prison Rape Elimination Act.

e. All Successful Proposer's employees may be subject to passing through a metal detector upon entering and leaving any building and subject to search. All Successful Proposer employees must abide by regulations regarding prohibited items. The Successful Proposer's employees will maintain a clean, neat, and orderly work area always. The Successful Proposer's employees will dispose of all garbage generated by the Successful Proposer's employees in their assigned areas.

6. Successful Proposer Staff Physical Examinations. All Successful Proposers' employees shall be required to undergo annual physical exams as specified by the State and local regulations at Successful Proposer's expense.

7. Orientation and Training of Successful Proposer's Staff. The Successful Proposer's employees must attend orientation classes and in-service training as mandated by the Miami County Sheriff's Office and the State of Ohio. Such training will be provided by the Miami County Sheriff's Office, but employees' salaries for that time are the responsibility of the Successful Proposer.

8. Conduct of Successful Proposer's Employees. The Successful Proposer shall instruct all employees that all MCSO Policies and other rules, regulations, or procedures established by the MCSO from time to time shall be followed and further:

a. Successful Proposer shall prohibit its employees from personal use of the telephone or office equipment provided for official Miami County Sheriff's Office business.

b. Successful Proposer shall prohibit its employees from possessing and personal use of their cell phone, tablet, laptop, smart phone, or any electronic device while inside the Jail or Incarceration Facility.

c. All Successful Proposer employees shall be required to comply with Miami County Sheriff's Office and State of Ohio rules and regulations concerning food service.

d. All Successful Proposer personnel shall wear any identification badges issued by the Miami County Sheriff's Office.

e. No food, supplies, materials or equipment provided, acquired, or utilized in the performance of the contract shall be removed from the corrections facilities for personal use or used in any manner not provided herein without the prior approval of designated MCSO staff.

f. Successful Proposer's employees shall not fraternize with inmates or Miami County Sheriff's Office employees.

g. The Jail and Incarceration Facility are non-tobacco facilities.

9. Supervision of Inmate Workers. The Successful Proposer shall provide sufficient qualified staff to supervise, always, any inmate workers assigned to the food service area while performing their job assignment, including, but not limited to, food preparation, staging of trays, receiving materials and sanitation.

The Successful Proposer shall be responsible for documentation on specified forms and notifying security personnel of rule violations by inmates working in the food service section of the facilities. The Miami County Sheriff's Office shall be solely responsible for taking the necessary steps for inmate disciplinary action where appropriate.

The Successful Proposer shall have the right to request that the Miami County Sheriff's Office administration remove inmate workers from assignment to the food service area.

2C. Meal and Food Requirements.

1. While it is contemplated that all food shall be provided by the Successful Proposer and prepared on-site at the Miami County Incarceration Facility, the MCSO may determine in its sole discretion that food preparation be performed at another location.

2. Raw food. The following are the minimum specifications for food; higher but not lower grades can be purchased. The Successful Proposer shall use commodities as much as possible.

a. Beef, veal, and lamb shall be of at least USDA Choice.

b. Ground beef – utility or better (not to exceed 25% fat).

- c. Poultry shall be at least USDA Grade A.
- d. Canned fruits and vegetables shall be at least USDA Grade C.
- e. Frozen fruits and vegetables shall be at least USDA Grade B.
- f. Fresh produce shall be at least USDA No.2.
- g. Dairy products shall be at least USDA Grade A.
- h. Eggs shall be at least USDA Grade A medium.
- i. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection, USDA Grade A.

3. Commodities. The Successful Proposer shall assist the Miami County Sheriff's Office in securing surplus food items when minimum quality standards are satisfied and when costs of a given surplus item are less than that available to the Successful Proposer. If surplus food is used, the Successful Proposer agrees to fully utilize all appropriate surplus food commodities obtained by the Miami County Sheriff's Office from the US Department of Agriculture. Commodities should not be used in calculating meal prices. The difference between the cost of the commodities received for each month and current market cost of the commodities shall be applied as credit and applied to the next invoice to the Miami County Sheriff's Office. Successful Proposer shall follow all record keeping requirements of the USDA for purchasing surplus food.

4. Meal Standards. All meals shall meet current Recommended Dietary Allowances requirements. Inmates shall receive no less than 2,500 calories per day. Food will be served freshly, in a reasonable variety, and at appropriate temperatures. Portion sizes shall be specified on the proposed menus as serving (cooked) weight unless otherwise specified. Each meal's total calorie count will be posted on the menu.

Meal Examples

Breakfast (Cold)

- One serving of fluid milk
- One serving of fruit or full-strength juice
- Two servings of either:
 - Bread or bread alternative
 - Meat or meat alternative

Or one serving bread or bread alternative and one serving meat or meat alternative

Lunch (Hot)

- One serving of fluid drink (fortified punch drink)
- One serving of vegetables or fruit
- One serving of vegetables
- One serving of bread or bread alternative
- One serving of meat or meat alternative

Dinner (Cold)

- One serving of fluid drink (fortified punch drink)
- One serving of chips
- Two servings of Bread or bread alternative
- Meat or meat alternative

Medical Snack (Cold)

- Two servings of carbohydrates
- One serving of protein
- One serving of fluid milk

Total calorie content per inmate, per day is (condiments (butter, ketchup, mustard) and medical snack are not included in the inmates daily caloric intake) 2500 calories. However, the MCSO reserves the right to increase or decrease the calorie content per inmate based upon changes in the requirements of pertinent local, state, and federal laws and/or changes in State of Ohio Minimum Jail Standards.

5. Food Inventory. The Successful Proposer shall be responsible for purchasing and receiving all food necessary for preparation of each meal in sufficient quantity to meet the needs of inmates and staff during the term of the contract. The Successful Proposer shall maintain, at a minimum, a three-day supply of foodstuffs on hand. All inventories shall be rotated regularly, and the Successful Proposer shall ensure that the food items are not served after the manufacturer's expiration date. Successful Proposer shall retain ownership of such inventory.

6. Meal Counts. The Miami County Sheriff's Office will order meals, special diet meals, and sack meals at times mutually agreeable to the MCSO and the Successful Proposer. However, the Successful Proposer shall prepare sufficient additional meals in the event of newly arrived inmates.

7. Portioning/Plating of Meals. Pre-plated meals for the Jail shall be portioned on trays in the Incarceration Facility kitchen and placed in transportation boxes for transport to the downtown Jail. Transportation boxes will be staged for Correctional Officers to transport meals to the downtown Jail. Inmate workers at the Jail will place the trays on carts (along with beverages) for delivery to first, second and third floor. Trays and beverages will be distributed to inmates by MCSO Correction Officers.

Lunches for the Incarceration Facility shall be portioned on trays in the kitchen and placed on carts along with any beverages. The carts will be moved to a staging area for Correction Officers to pick up and deliver meals to the housing area for distribution to inmates. Breakfast and dinner will be prepared and placed in bags for delivery by Correction Officers.

Any meals prepared by inmate workers shall be done under the direct supervision of the food service staff. All meals pre-plated by inmate workers shall be done under the direct supervision of the food service staff. All beverages made by inmate workers will be done under the direct supervision of the food service staff.

8. Meal Schedule. The Successful Proposer shall provide three full, nutritionally balanced meals each day at regularly scheduled times, which are subject to change by the MCSO at its sole discretion. Currently, mealtimes are as follows:

Breakfast shall begin at 5:00 a.m. and end at 6:00 a.m.

Lunch shall begin at 11:00 a.m. and end at 12:00 p.m.

Dinner shall begin at 5:00 p.m. and end at 6:00 p.m.

All inmates returning from Court / Medical Appointments/other activities, shall be provided with the meal they may have missed while they were outside the Jail or Incarceration Facility.

Prisoners arriving at the Jail or Incarceration Facility during meal hours will be provided breakfast, lunch or dinner depending on the time of arrival at the Jail or Incarceration Facility.

9. Jail And Incarceration Facility Staff Meals. Meals shall be made available to MCSO corrections staff during the same times as inmate meals. Staff meals shall be charged at a different rate than inmate meals. Successful Proposer shall indicate the type of service proposed for the Corrections Staff. There are approximately 53 full-time Corrections Staff. The Successful Proposer shall provide refreshments or meals when requested by the Sheriff or his designee, for special events such as business meetings, etc. The cost of these events will be invoiced separately from the daily meal costs.

10. Menu Cycle. The menu cycle will be four weeks minimum and will be submitted for Miami County Sheriff's Office approval at least 30 days in advance. Each Proposer shall submit, as part of its Proposal, the proposed menu cycles to be served. The MCSO reserves the right to request that the order of the menu be rearranged and that like or similar items be substituted if the need shall arise or if a commodity is available.

11. Recipes. Where combination foods are on the menu, the Successful Proposer shall have a file containing the recipe that provides the list of ingredients and their quantities; also, the number of servings and the size of each serving. Recipes for the Menus shall be maintained on-site.

12. Substitutions. Any substitution to the established menus and calorie count shall be verified in advance with a dietician to determine the appropriateness of those substitutions.

13. Special Diets. The Successful Proposer shall provide special medical or religious diets at no additional charge. A dietician shall review the content of such meals to ensure their proper nutritional balance.

a. Medical snacks will be provided daily to those inmates deemed by medical staff to require a medical snack. A log shall be kept of medical snacks by the kitchen. Special diet snacks shall be billed by the Successful Proposer as a separate line item.

14. Meal Records. The Successful Proposer shall keep a permanent record of the number of meals served, the food content of each meal, calorie count and any menu substitutions or modifications, with copies provided to the contracting officer. Records of substitutions shall include the items and portion sizes, the reason for the substitution and verification that a Dietician has been consulted when appropriate. The Successful Proposer shall maintain and provide such daily, weekly, and monthly records as the contracting officer may require and shall maintain records for a minimum of five years.

15. Holiday/Spirit Lifter Meals. On an annual basis, the Successful Proposer is expected to provide, at no additional charge, a minimum of six Holiday/Spirit Lifter Meals that reflect traditional holiday menus. The holidays are New Year's Day, Easter Sunday, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. These meals shall be submitted for approval of the Jail Administrator or designee.

16. The Successful Proposer shall be responsible for providing and/or paying all labor related costs, food costs, employee cleaning supplies, employee paper supplies, employee laundry, employee uniforms, employee insurance premiums, licensing fees, postage, long distance expenses, office supplies, computer, copier, fax / scanner, IT support, or anything else the required to implement the Project.

2D. Operations.

1. Average Daily Populations. The average daily population for the Jail is expected to range between 30 and 60 at any given time. The average daily population for the Incarceration Facility (with two pods open) is expected to range between 60 and 120 inmates at any given time. The average daily population for the Incarceration Facility (with three pods open) could range between 120 and 245 inmates at any given time.

Currently the average daily population for both facilities is expected to be between 110 to 250 inmates at any given time.

2. Equipment. The Successful Proposer and its employees shall safeguard all property of the Miami County Sheriff's Office. The Successful Proposer shall allow its employees to use Miami County Sheriff's Office equipment only after they have been properly trained in the use of such equipment.

The Successful Proposer shall be held responsible for damage resulting from negligence or carelessness on the part of its employees. The Successful Proposer shall notify the Jail Administrator or his designee immediately of the need for equipment repair and maintenance. The Miami County Sheriff's Office will maintain all its equipment provided.

3. Keys. The MCSO shall issue keys to the Successful Proposer's staff for use at the facilities. The Successful Proposer shall be responsible for controlling keys obtained from the Miami County Sheriff's Office and the security of those areas for which the keys are given. The Successful Proposer shall be responsible for immediately reporting all facts relating to any loss of keys or losses incurred because of a break into those areas. No keys provided by MCSO staff shall be duplicated or removed from Jail by the Successful Proposer or its staff.

4. Utensil/Cutlery Safe Keeping. The Successful Proposer shall ensure that all knives and kitchen utensils are counted and locked for safekeeping in accordance with policies and procedures provided to the Successful Proposer by the Miami County Sheriff's Office.

5. Sanitation. The Successful Proposer shall perform regular routine cleaning of the kitchen area including all equipment and fixtures therein sufficient to continuously maintain such area. The equipment and fixtures shall be maintained in a clean, sanitary condition as specified by Miami County Health, the Ohio Department of Corrections, and other applicable governmental agencies as well as pertinent Federal, State, and local laws and regulations.

6. Inspections. The Successful Proposer shall allow unscheduled visits by the Jail Administrator or his designee, by the Ohio Department of Corrections or American Corrections Association inspectors, and by any other inspecting agency whose purpose is to ensure that all employees in the food service area are free from disease or open wounds and that the food service area complies with all requirements for sanitation, food storage and the control of vermin.

7. Food Service Requirements Upon Termination of Contract. Upon any termination of the contract:

a. The inventories of food and expendable supplies of the Successful Proposer, with the exception of any surplus food secured by the MCSO, shall remain those of the Successful Proposer unless purchased by a new Successful Proposer or by the Miami County Sheriff's Office. Final payments to be made to the Successful Proposer by the Miami County Sheriff's Office shall be withheld until all transactions or arrangement for these inventory purchases or removal have been completed to the satisfaction of the Miami County Sheriff's Office.

b. The Miami County Sheriff's Office and the Successful Proposer shall conduct a physical inventory of all non-expendable supplies and equipment. At that time, the Successful Proposer shall turn over to the Sheriff and account for all equipment and other property belonging to the MCSO.

c. The Successful Proposer shall make available to the Miami County Sheriff's Office, for examination all data, records and reports concerning the food service program and

shall make available to the county copies of them, upon request, at no expense to the Miami County Sheriff's Office.

d. The Successful Proposer shall provide any incoming food service provider with at least one-third of the cooler space and one-half of the freezer space 3 days prior to the termination date of the contract. Thirty days prior to any termination of the contract, the new food service provider shall be allowed access to the kitchen area, but not the office, for the purpose of training, planning, and procedural review.

2E. MCSO Responsibilities Regarding Food Service. The MCSO shall:

a. Provide, install, maintain, repair, and replace, if necessary, and permit the Successful Proposer to use all food service equipment and fixtures.

b. Provide all utilities such as trash removal from site, pest control, office space including a desk, chair, filing cabinet and telephone; and inmate uniforms.

c. Provide laundry service for all aprons, towels, dishcloths, etc., used in the food service operation, except for the Successful Proposer's employee uniforms. The Successful Proposer shall be responsible for ensuring its staff is clean and in good health.

d. If necessary, provide ID badges for all Successful Proposer employees.

e. Provide timely orders for meals.

f. Provide a sufficient supply of departmental forms to be used in food service.

3. Schedule of Events. The Legal Advertisement for this RFP was in the *Dayton Daily News* on Sunday, March 8, 2026. RFP Documents for pick-up and/or downloading were made available Sunday, March 8, 2026. Proposal Documents may be obtained by contacting Dawn Thomas Miami County Sheriff's Office at thomas.dawn@miamicountyso.com.

3.1. Sealed Proposals for the "Miami County Sheriff's Office Inmate Food Service at the Miami County Jail and Incarceration Facility" will be received by the Board of Miami County Commissioners at their office located at 201 W. Main Street, Troy, Ohio 45373, Safety Building, until March 26, 2026 at 1:35 p.m., at which time they will be publicly opened and read in the Commissioners' Hearing Room. Proposals will not be accepted after this date and time.

3.2. A mandatory pre-proposal meeting will be held at 2:00 p.m. on March 16, 2026. The pre-proposal meeting will be held at The Miami County Incarceration Facility, 2042 North County Road 25A, Troy, Ohio 45373.

3.3. The Contract for MCSO Inmate Food Service at the Miami County Jail and Incarceration Facility is expected (but not required) to be awarded by the Board at its April 9, 2026 meeting.

4. Proposal Submittal. The Proposal shall be submitted in a sealed, opaque, envelope clearly labeled as

“Proposal for Inmate Food Service at the Miami County Jail and Incarceration Facility”, and addressed to the Board of Miami County Commissioners and shall arrive or be delivered to the Board’s offices located at 201 West Main Street, 1st Floor, Troy, Ohio 45373 on or before 1:35 p.m. on March 26, 2026. Each envelope must also set forth the Proposer’s name, address, and phone number, and shall contain the original Proposal and two copies. Any Proposal received after that time and date will be rejected and returned unopened. Interested parties are encouraged, but not required, to attend the Proposal opening.

4.1. Each submitted Proposal and any additional information submitted by a Proposer pursuant to this RFP shall become the property of the Board. Pursuant to and subject to this RFP and the Ohio Revised Code, all information submitted shall become a record open to the inspection of the public upon the award of any contract contemplated herein. However, if there is material in a Proposal that a Proposer deems to be confidential, it should be clearly identified and marked “confidential” and accompanied by a written explanation stating the basis of such claim. Any confidential material that is properly designated shall be removed from the Proposal prior to release of the Proposal to the public if permitted by the laws of the State of Ohio including, without limitation, Ohio Revised Code section 149.43. The determination as to the confidentiality of any material identified as confidential by a Proposer shall be made by the Board in its sole and complete discretion. The Board shall assume no risk, nor shall it be held liable by any Proposer for the release of any material which Proposer may claim to be confidential. Submittal by Proposer of a Proposal to the Board shall be deemed acknowledgement of the terms and provisions contained in this paragraph 4.1.

4.2. Written questions concerning the Proposal and/or the Proposal Documents may be submitted to Dawn Thomas, Miami County Sheriff’s Office at Thomas.dawn@miamicountyso.com. All such questions will be answered in writing by 1:00 p.m. on Friday, March 20, 2026. All such questions and answers will become addenda to this RFP, will be posted to the Miami County website, www.co.miami.oh.us, and will be provided to all persons known to have received a copy of this RFP.

4.3. The submission of a Proposal shall be considered evidence that the Proposer has examined and is satisfied as to the terms, conditions, provisions, specifications, and/or requirements for the Inmate Food Service at the Miami County Jail and Incarceration Facility Project described in the Proposal Documents.

4.4. No pleas of ignorance of any of the terms, conditions, provisions and/or specifications set forth in the Proposal Documents shall be accepted as a basis for any claim for an increase in the amount set forth in the final contract negotiated between the Board and any Successful Proposer nor for an extension of any contract times set forth in the Proposal Documents and/or the final contract negotiated between the Board and any Successful Proposer.

4.5. Unless otherwise specified in the RFP Documents, any rates set forth in the Proposal shall include all applicable federal, state, and local taxes. The Successful Proposer shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with the Proposal Documents and/or any contract awarded because of the process set forth in this RFP. The Board is exempt from state sales or use taxes. These taxes shall not be included in the Proposer’s price except as may otherwise be applicable in the performance of the Project.

4.6. Any supplier or vender with principals, or any other major stakeholders who are also employed by Miami County shall be deemed not eligible to submit bids on this project. Miami County reserves the right to disqualify any Proposal that it determines does not comply with policies of Miami County or creates a conflict, or the appearance of a conflict of interest for Miami County.

5. Form of Proposals. A Proposal shall be bound in such manner as to facilitate the review of the content contained therein. A Proposer shall provide one original and two copies of its Proposal submitted to the Board pursuant to this RFP. Each Proposal shall contain the following information:

5.1. A description of the Proposer including without limitation information regarding its primary business, financial, present commitments, organizational structure, number of employees, and the location of its offices.

5.2. A proposed scope of services setting forth in detail.

5.2.1. The location of the Proposer's nearest facility.

5.2.2. The Project manager who will be the primary day-to-day contact with the MCSO and/or the Board.

5.2.3. A description of the personnel and equipment available to the Proposer in performing the Project services set forth in this RFP.

5.2.3.1. The expected number of personnel to be used, their individual job descriptions, and their level of responsibilities.

5.2.3.2. The name of the expected Food Service Manager, their resume, and their qualifications as part of its Proposal.

5.2.3.3. The name of the expected Nutrition Consultant, their resume, and qualifications as part of its Proposal

5.2.4. The desired number of inmate workers required in the kitchen, as well as a daily schedule and job positions for them. The Proposal shall contain a detailed sample of scheduled hours for such inmate workers.

5.2.5. Any subcontractors which may be contracted by the Proposer in performing the Project.

5.3. A list of customers for which the Proposer has provided similar Project services to those described in this RFP within the last 5 years.

5.4. As full and complete compensation for performing the Project, and providing all food, labor, and materials to be furnished and all services to be performed pursuant to the Project, the Proposer shall provide a proposed fee schedule.

5.4.1. The Board and the MCSO contemplate that the Successful Proposer's compensation shall be based on a daily per meal rate multiplied by the number of meals ordered or served each day, whichever is higher, less any credit due to use of commodities. However, the Board and the MCSO will consider other compensation models as well.

5.4.2. Each Proposer is hereby notified that the Board is exempt from state sales or use taxes and therefore, such taxes shall not be included in any rate or price quotations submitted as part of any Proposal.

5.4.3. In submitting a proposed fee schedule, staff meals shall be charged at a different rate than inmate meals, should staff meals be provided.

5.5. The Proposal shall indicate the meal service proposed for the Corrections Staff. There are approximately 53 full-time Corrections Staff.

5.6. Each Proposal shall contain the proposed menu cycles to be served to inmates.

5.7. Each Proposal shall contain a proposed Holiday/Spirit Lifter Meal as well.

5.8. Each Proposal shall also include the documents set forth below and each such document shall be filled out and executed by a duly authorized representative of the Proposer. Facsimile or e-mailed Proposals will not be accepted by the Board in response to this RFP.

5.8.01. Proposal/Performance Bond (for a penal amount of not less than \$100,000.00)

5.8.02. Non-Collusion Affidavit

5.8.03. Delinquent Personal Property Tax Affidavit

The Proposal and the above documents shall be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Proposer legally qualified and acceptable to the Board.

5.8.1.1. If the Proposal is made by an individual, his or her name, and business address must be set forth in the Proposal.

5.8.1.2. If the Proposal is made by a partnership, the name and business address of each partnership member must be indicated in the Proposal.

5.8.1.3. If the Proposal is made as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be indicated in the Proposal.

5.8.1.4. If the Proposal is made by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the bylaws to sign contracts, the name of the corporation, and the business address of its corporate officials must be shown.

5.9. The Proposer must submit a properly executed Proposal/Performance Bond in the form provided in the RFP Documents for a penal amount of not less than \$100,000.00. If the Board awards the contract to one or more Successful Proposers (if any) the Board in its sole and complete discretion may at any time during the term of any such contract require that the penal amount of the Proposal/Performance Bond be increased.

5.9.1. Within three days of the award of any contract to a Successful Proposer or Proposers (if any) the Board will return the Proposal/Performance Bonds of non-Successful Proposers. The Board will retain the Proposal/Performance Bonds of Successful Proposers (if any).

6. Proposer Requests for Information and Addendums. Any requests for information or questions from a Proposer shall be submitted to Dawn Thomas, Miami County Sheriff's Office, via e-mail at Thomas.dawn@miamicountyso.com. Each such request must be received no later than 72 hours prior to the Proposal due date and time. On behalf of the Board, Ms. Dawn Thomas of the MCSO shall respond to any written request for information by a written addendum issued to all Proposers who have obtained an RFP packet for this Project. In addition, the Board or the MCSO on their own initiative may issue such other addenda as it may deem appropriate from time to time. No request for information shall be considered answered by the Board until the Board has issued a written addendum in response to such request for information and copies of the written request for information and the Board's response has been issued to each Proposer. Upon submitting its Proposal, a Proposer shall provide the Board with written notice that it has received a copy of the addendum on the form provided by the Board.

7. Preparation Costs Proposal. The Proposer shall be liable for all costs or expenses related to investigating, preparing, and submitting a Proposal in response to this RFP as well as any costs or expenses related to the negotiation and award of any contract resulting from this RFP.

8. Withdrawal of Proposal. Prior to the opening of Proposals, a Proposer may withdraw its Proposal provided the Proposer makes a written request to withdraw the Proposal and such request is received by Ms. Leigh Williams, County Clerk, at 201 West Main Street, 1st Floor, Troy, Ohio 45373 prior to the opening of Proposals. The written request to withdraw must be executed by a party authorized to execute the Proposal and either hand delivered or mailed to the Board via regular U.S. mail. Any properly withdrawn Proposal will be returned to the Proposer unopened.

9. Modification of Proposals. At any time prior to the opening of Proposals, a Proposer may modify its Proposal in writing by submitting a modification marked in the same manner as the original proposal via hand-delivery or courier to the Offices of the Board of Miami County Commissioners, 1st Floor, 201 West Main Street, Troy, Ohio 45373 prior to the opening date and time of the Proposals.

10. Proposal Opening. All Proposals properly received by or at March 26, 2026 at 1:35 p.m. shall be publicly opened. The names of the Proposers shall be publicly read though no price or other information will be released at the time of the opening. Interested Proposers or their representatives may be present for the opening of the Proposals.

11. Rejection or Waiver of Proposals. The Board may in its sole and complete discretion reject any or all Proposals, waive any irregularities contained in a Proposal or Proposals or terminate the process set forth in this RFP at any time, if it determines that the Board's best interests would thereby be served. Solicitation and opening of any Proposal submitted in response to this RFP does not create any express or implied obligation of the Board to enter any contract.

12. Evaluation Criteria. Proposals shall be evaluated based upon the Proposer's ability to meet the requirements set forth in this RFP as set forth in the Proposal submitted by each Proposer, any clarifications that the Board may request from individual Proposers, and the criteria set forth in the paragraphs below. The Board reserves the right to give each of the following criteria such weight as it deems appropriate in its sole and complete discretion:

12.1. The Proposer's ability to meet food service operational requirements, including installing new food service systems, troubleshooting problems, and providing meaningful reporting.

12.2. Proposer's ability to provide Jail and Incarceration Facility inmates with three quality meals seven days a week, three hundred and sixty-five days a year.

12.3. Proposer's ability to regularly provide menus that meet all dietary, medical, and religious requirements for the inmates.

12.4. Proposer's proposed rate schedule.

12.5. The Proposer's experience in providing food services such as those described in the RFP.

12.6. The Proposer's understanding of the Board's and MCSO's requirements as expressed in the Proposal scope of services.

12.7. The proposed rate schedule set forth in the Proposal.

13. Evaluation Of Proposals. The Miami County Sheriff or designee shall appoint an Evaluation Committee ("Committee") to evaluate the Proposals received and make a recommendation to the Board for the Successful Proposer. The Committee shall evaluate all Proposals received and rank the Proposers based upon the evaluation criteria set forth in paragraphs 12, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6 and 12.7 above. The Board and the MCSO reserve the right to request additional Information from Proposers as needed. If information is requested, the Committee is not required, at this stage of the evaluation process, to request the same information from all Proposers.

13.1. The Committee may, at its sole and complete discretion, select two or more of the highly qualified Proposers with which to hold additional discussions. Proposers not selected for further discussions may be excluded from further consideration for the contract to be awarded through this RFP upon notification by the Committee, the MCSO, the Board, or their designee.

13.2. Additional discussions with selected Proposers indicated in paragraph 13.1 above may include, without limitation, discussions, interviews, and presentations by the selected Proposer or Proposers to the Board to elaborate upon their qualifications, proposals, proposed scope of services, cost estimates, and other pertinent information. During the "additional discussions phase" the Committee may permit revisions of Proposals. In such an event, all Proposers who have been selected for additional discussions shall be given an equal opportunity to revise their Proposals.

13.3. The Board shall then rank the Proposals that have not been otherwise excluded from further consideration based upon the evaluation requirements set forth in this RFP, the content of the Proposals received, any revisions thereto, and any additional discussions with the Proposers that may have been held by the Committee and any non-excluded Proposers.

14. Negotiation And Award of Contract. After non-excluded Proposers have been ranked pursuant to paragraph 13.3 above, the Board, in consultation with the MCSO, or the Board's designee shall enter contract negotiations with the highest ranked Proposer. If negotiations between the highest ranked Proposer and Board's designee fail to result in a contract between the Board and that Proposer, those negotiations shall be terminated, and the Board or designee may enter contract negotiations with the next highest ranked Proposer. Such process may continue until a contract has been successfully negotiated between the Board and a Proposer or until there are no Proposers left in which to hold contract negotiations.

14.1. Negotiations shall cover such terms, provisions, conditions, scope of services and other matters as the parties deem appropriate to attain the objectives of the Project contemplated in this RFP.

14.2. At the Board's sole and complete discretion, the Board may terminate contract negotiations with a Proposer and begin contract negotiations with the next highest ranked Proposer.

14.3. At any time prior to the execution of a contract by the Board, the Board may cancel or terminate the process set forth in this RFP for any or no reason.

14.4. No contract negotiated between the Board and a Successful Proposer shall become effective until the terms, conditions, provisions, and services negotiated between the Board and a successful Proposer have been reduced to a written contract, and the resulting contract has been executed by the Successful Proposer and the Board.

15. Contract Execution. Any contract awarded because of this RFP shall be signed by the Successful Proposer and returned within 30 days after a Successful Proposer has received a "Notice of Award" and a negotiated contract for signature. No contract resulting from negotiations with a Successful Proposer or from the process set forth in this RFP shall be considered binding upon the Board until execution of the contract by the Successful Proposer and the Board.

15.1. If a Successful Proposer fails to execute and return the contract and other required documents within 30 days of the receipt of the notice of award, the Board may in its

sole and complete discretion withdraw the award of the contract to a Successful Proposer and begin negotiations with the next highest ranked Proposer pursuant to the terms, conditions, and provisions set forth in this RFP or in the alternative, the Board may terminate the process set forth in this RFP.