

INVITATION TO BID
By The City of Homer, Alaska

PRISONER MEALS - HOMER JAIL

Sealed bids for **Prisoner Meals at the Homer Jail** will be received at the Office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until **2:00 p.m., Thursday, April 29, 2021** at which time they will be publicly opened and read. The time of receipt will be determined by the City Clerk's time stamp. Bids received after the time fixed for the receipt of the bids shall not be considered. **All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.** Plan Holder registration forms and Plans and Specifications are available online at <http://www.cityofhomer-ak.gov/rfps>

This project consists of preparing three daily meals (breakfast, lunch, and dinner) for each prisoner. The number of prisoners varies daily from zero to eight. Meals must be available 365 days per year. All meals (except lunch) must be supplied in individual disposable containers, with plastic eating utensils, napkins and appropriate condiments.

All meals will normally be picked up by City personnel. Meal provider shall, however, be prepared to deliver meals on specific request when jail personnel cannot respond. Delivery is expected to be infrequent required and a delivery fee (which fee shall comprise as part of your bid) may be added to any order, which the provider is requested to deliver. (Exception: bidders outside of the limits of the City of Homer will have to deliver all meals to the jail).


All meals must be properly prepared in facilities licensed by the State of Alaska and inspected and approved for food service by the appropriate State Agencies. Evidence of current licensing and inspection must accompany all bids.

An electronic copy of the bid packets and meal guidelines is available on the City's website <http://www.cityofhomer-ak.gov/rfps> or you may purchase hard copies at the office of the City Clerk upon payment of \$10 per set (\$40 for overnight delivery). All fees are non-refundable. The City of Homer reserves the right, to accept or reject any or all bids, to waive irregularities or informalities in the bids, and to award the contract to the lowest responsive bidder.

Technical questions may be directed to the Homer Police Department, Chief Mark Robl, at 235-3150.

Dated this 1st day of April, 2021

CITY OF HOMER



Robert Dumouchel, City Manager

**CONTRACT FOR
PRISONER MEAL SERVICE**

This agreement, made this ____ day of _____, 2021, by and between the City of Homer, an Alaskan municipal corporation, hereinafter referred to as City, and _____, hereinafter called provider.

WITNESSETH:

WHEREAS, The City maintains and operates the Homer Jail facility and is charged with the responsibility for providing meals to inmates; and

WHEREAS, Provider has a current State of Alaska business license together with current evidence of inspection and approval as a food service establishment from applicable State Agencies.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the parties agree as follows:

1. Provision of Meals.

Provider agrees to prepare and furnish all breakfasts, lunches, and dinners for prisoners who are incarcerated from time to time in the Homer Jail. Meal orders shall be given telephonically or in person to the provider approximately thirty (30) minutes prior to scheduled meal times. Meals shall be picked up by an authorized employee of the City at the place of preparation if the same is located within the City of Homer. Any provider located outside the City limits shall be required to deliver all meals, seven days per week and cost of their deliveries shall be included by any provider in the overall price of meals. Meal providers located in the City shall be required to deliver meals on the specific request of City personnel

in situations where City personnel cannot respond. In the event delivery is required for any meal order, a delivery fee may be added to the effected meal invoice. The delivery fee shall be a fixed "trip" fee independent of the number of meals on the invoice. The delivery fee shall be as specified in provider's bid sheet. Breakfast shall be available for pickup (or shall be delivered) between 7:30 a.m. and 9:00 a.m., lunch shall be available for pick up (or shall be delivered) between 11:30 a.m. and 12:00 noon, and dinner shall be available for pickup (or shall be delivered) between 4:30 p.m. and 5:30 p.m. Provider shall stand ready and able to furnish meals at other times, however, upon request.

Provider specifically understands and recognizes that the City does not control the number of occupants of its jail facility and thus cannot specify the minimum or maximum number of meals that may be required under this contract.

2. Special Meals (Religious or Medical diets).

Meal Provider shall prepare any necessary "special dietary" meals upon the request of the City, when said meals are necessitated by religious diets (Most commonly, but not limited to, Russian "Old Believers"), and any special diets ordered by medical personnel. If the cost of any "Special" meal exceeds the contract price for the normally provided "Contract" meal; the Meal Provider may charge the City whatever price it deems customary and reasonable up to, but not to exceed the level of price the Meal Provider charges the general public for the same or similar items on its regular menu.

3. License Requirements.

Provider must have a current State of Alaska business license, and must additionally

have current evidence of inspection and/or approval for the operation of a food service establishment from the applicable State agencies. All meals must be prepared in licensed and inspected premises.

4. Meal Guidelines.

Guidelines for all meals are contained in the attachment to this contract, marked Appendix "A".

5. Payment.

The City shall pay on a monthly basis for all meals prepared and furnished to inmates.

Prices, per the bid accepted by the City on _____ are as follows:

MEALS	BREAKFAST	LUNCH	DINNER
#1	\$ _____	\$ _____	\$ _____
#2	\$ _____	\$ _____	\$ _____
#3	\$ _____	\$ _____	\$ _____
#4	\$ _____	\$ _____	\$ _____
#5	\$ _____	\$ _____	\$ _____
#6	\$ _____	\$ _____	\$ _____
#7	\$ _____	\$ _____	\$ _____

An invoice shall accompany each meal delivery, specifying the date, number of meals, entree served, and the total price for each meal. No sales tax shall be included. The price for each meal served shall be the price specified above, per the bid by provider; however, substituted meals shall be provided at a fixed average price as indicated on Appendix "A" of

this contract.

A monthly statement shall be submitted to the City no later than the third weekday of the month following the month that the meals were actually served. A copy of all invoices shall be attached to this statement.

5. Term.

This contract shall commence on July 1, 2021 and expire June 30, 2024, unless terminated earlier or extended as hereinafter provided. All costs of delivery and any administrative costs shall be included in the individual meal costs - no additional charges or fees are permitted; except for providers costs for special delivery services at request of authorized City agents.

7. Renewal Option.

This contract may be extended by written amendment expressing the mutual agreement of both the City and the meal provider. Each renewal shall extend this contract for an additional twelve (12) month term from the preceding expiration date, and up to two (2) renewal options may be executed. This contract cannot be extended beyond June 30, 2026.

If the meal provider wishes to renew this contract, he must serve written notice on the City (Chief of Police) at least sixty (60) days before the existing contract expires. If the City and meal provider cannot reach a mutual agreement for renewal at least forty-five (45) days prior to the existing contract expiration date, this renewal option shall expire, and the contract shall be publicly re-bid.

8. Termination of Contract.

The City reserves the right to terminate this contract, with two weeks (14 days) notice to the meal provider for the following causes:

- (a) Meal portions are frequently less than specifications;
- (b) The 25% monthly ceiling on substituted meals is exceeded;
- (c) Failure to rotate meals;
- (d) Failure to comply with billing requirements and provision of documentation (invoices).

(e) Failure to provide daily meal service as required, either directly, or by failure of his alternate meal provider.

(f) Meal Provider has served spoiled or "soured" food products; and has failed to immediately rectify the spoilage problem(s) upon notification by the City. For purposes of execution of the City's intent to terminate the contract pursuant to this section, notice to Meal Provider shall be in writing.

9. Hold Harmless Agreement and Liability Insurance.

General Liability: \$1,000,000 limit per occurrence for bodily injury, property damage, personal injury and advertising injury.

To the fullest extent permitted by law, the named Provider below agrees to defend, indemnify and hold harmless the City of Homer, its elected and appointed officials, employees and volunteers against any and all liabilities, claims, demands, lawsuits, or losses, including costs and attorney fees incurred in defense thereof, arising out of or in any way

connected or associated with this agreement.

10. Alternate Meal Provider Authorized.

Meal provider is authorized, should he elect to close his business for a limited number of days (not to exceed thirty in any calendar year), to make arrangements for an alternate meal provider of his choice, subject to the following conditions:

(a) Primary meal provider shall be jointly and severally liable with alternate meal provider for any breach of contract or damages suffered by City as a result of actions of any alternate meal provider.

(b) Primary meal provider shall submit all monthly billing statements/invoices to the police department for all meals served, including those served by the alternate meal provider. The City shall neither be billed by, nor remit directly to alternate meal provider.

(c) All meals served by the alternate meal provider shall be delivered to the police station.

(d) The City will pay the primary meal provider for meals served by his alternate provider at the standard rates as specified in Article 4 of this contract. Any difference between the standard meal contract price, and the price charged by the alternate meal provider to the primary meal provider shall be paid by the primary meal provider.

(e) Primary meal provider agrees to pay alternate meal provider for any meals he has provided, within 30 days following the last day of the month in which the meals were served.

(f) Alternate meal provider shall comply with all terms and conditions of this contract, including but not limited to; meal specifications, business licensing, health inspections and

insurance coverage.

(g) Primary meal provider shall deliver a written notice to the police department, signed by the alternate meal provider, in which the alternate provider shall acknowledge and endorse the terms and conditions of this contract. Notice shall be delivered before any meals are served by alternate meal provider. Formal notice shall be as stated in Appendix "B" to this contract.

11. Penalty Provision for Failure to Provide Meals.

In the event that meal provider fails to provide 365 day/year meal service, the City may purchase meals from any other source during the period of non-performance by meal provider. Meal provider hereby authorizes the City to deduct the difference between the contract meal prices, and the costs of the purchased meals, from the monthly payment to meal provider for the month in which the meals were actually purchased. An additional penalty of \$25.00 shall be deducted from the monthly payment for each day of non-performance. City shall attempt to order comparable meals to those specified in the contract, and shall order a "daily special" if one is available. This penalty provision shall not constitute a waiver of any of City's remedies for breach of contract.

12. Special Conditions.

The following special conditions shall apply to and govern the operation of this contract:

(a) Delivery fee shall be \$5.00 per trip.

13. Entire Agreement.

The provisions embodied in this contract contain all covenants, conditions and agreements between the parties and no change or amendment thereof shall occur without the express written agreement of the parties.

14. Assignment.

This contract may not be assigned by provider, in whole or in part, without the express written consent of the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2021.

PROVIDER: _____

By _____

THIS IS TO CERTIFY that on this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Alaska, duly qualified, commissioned and sworn as such, personally appeared _____ and known to me to be the person described in and who executed the above instrument and he acknowledged to me that he signed the same freely and voluntarily for the means and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and notary seal the day and year first hereinabove written.

Notary Public in and for Alaska
My Commission Expires: _____

CITY:

CITY OF HOMER

By _____
Robert Dumouchel, City Manager

THIS IS TO CERTIFY that on this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Alaska, duly qualified, commissioned and sworn as such, personally appeared **Robert Dumouchel** known to me to be the City Manager of Homer, Alaska, described in and who executed the above instrument and who acknowledged to me that they signed the same freely and voluntarily for the means and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and notary seal the day and year first hereinabove written.

Notary Public in and for Alaska

My Commission Expires:_____

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APPENDIX "A"
MEAL GUIDELINES

Breakfast Guidelines

Breakfast shall be served in individual portions in individual disposable containers. Each breakfast shall contain the following accessory items and condiments:

- (a) One napkin
- (b) One set plastic utensils (knife, fork, spoon)
- (c) One individually packaged serving of salt & pepper
- (d) One individual ketchup serving in sealed container
- (e) One individual mustard serving (with ham slice only)
- (f) One 1/2 oz. or larger, sealed serving jelly or jam

Each breakfast entree shall be accompanied by two slices of buttered white or whole wheat toast; a 1/2 pint (8 oz.) individually packaged serving of fresh milk or juice, and a 4 oz. (wt) minimum serving of fried or hash brown potatoes. Breakfast entrees shall be served in the following sequence for variety:

- (1) 2 fried eggs, over easy; 4 slices bacon (1 oz each)
- (2) 2 eggs, scrambled; 1 sausage patty, 4 oz. minimum
- (3) Ham Omelet (using 2 eggs and 4 oz. ham)
- (4) 2 fried eggs, over easy; 1 slice ham 4 oz. minimum
- (5) 2 eggs scrambled, 4 link sausages, 4 oz. min. (total)
- (6) 2 eggs, fried, over easy; 4 slices bacon, 1 oz. ea. slice
- (7) Cheese Omelet, (using 2 eggs and 1 oz. cheese)

Lunch Guidelines

Each prisoner shall have an individual lunch in a paper sack which shall consist of:

- (a) One item fresh fruit (apple, orange, banana, or pear)
- (b) One 12 oz. container of soda pop (non metal)
- (c) One 1 oz. bag of potato chips

- (d) One napkin
- (e) One sandwich, wrapped in plastic for freshness

Lunch orders will be called in at least 30 minutes prior to pickup. Lunches need not be delivered (except for firms outside the City limits) - a City employee will pick up all prisoner lunches. Sandwiches shall be prepared on either white bun, or whole wheat bread; and shall be garnished with lettuce, and the condiments traditional and customary for the specific sandwich (i.e. mustard, mayonnaise, salt and pepper, etc.). Sandwiches shall be rotated as follows:

- (1) Sliced turkey or chicken, 3 oz. meat minimum
- (2) Hamburger, 4 oz. meat minimum
- (3) Sliced beef, 3 oz. meat minimum
- (4) Sliced ham, 3 oz. meat minimum

Other meat based sandwiches may be substituted, at a frequency not to exceed 25% of the lunches in any given month; provided that they contain the 3 oz. minimum meat serving. The price on any substituted sandwich shall be fixed at the average of the bid price for the above four basic lunch sandwiches.

Dinner Guidelines

A hot dinner is provided for all prisoners. Each dinner shall be delivered in individual disposable containers, for the entree, potato dish, bread, and vegetable. Soup and salad shall be in separate disposable containers. The following items shall accompany each dinner:

- (a) One disposable cup with lid, containing 6 fluid ounces or more of hot soup; soup to be varied daily
- (b) One disposable cup with lid of tossed salad with dressing, container 12 fl. oz. or larger, essentially full; dressings to be varied daily
- (c) Two individual, two cracker servings in sealed wrappers (i.e. 4 crackers total); rotate types for variety
- (d) Two slices of french, white, or whole wheat bread, pre-buttered or supplied

with two butter patties

- (e) Vegetable side dish, vary daily, 4 1/2 oz. min. (wt.)
- (f) Potato, rice, or pasta (noodles, macaroni), 4 oz. (wt.) portion minimum; gravy where appropriate
- (g) Napkin, set of plastic silverware (knife, fork, spoon), salt, pepper in individual packets; and the condiments customary and usual for the entree (such as ketchup, tartar sauce, etc.)
- (h) One fresh fruit (apple, pear, orange, banana, etc.)
- (i) One individually packaged 1/2 pint (8 fluid oz.) serving of fresh milk or juice

The standard dinner entrees shall be as follows: and will be served in sequence, except for the substituted items:

- (1) Hamburger patty, 8 oz. minimum (wt.)
- (2) Fried Chicken; 4 individual pieces, not more than one of which shall be a wing or back
- (3) Two (2) Fried or baked Pork Chops, center cut; at least 1/2 inch thick after cooking
- (4) Fried or baked Fish, 6 oz. minimum (wt.)
- (5) Meat Loaf slice, 6 oz. minimum (wt.)
- (6) Roast Beef, 6 oz. minimum (wt.)

NOTE: In all of the meal specifications for breakfast, lunch and dinner all weights are after cooking.

Other dinner entrees may be substituted on an irregular basis as a frequency not to exceed 25% of all dinners served in any one month, provided that they contain at least a 6 oz. (wt.) edible portion of meat or fish. The price charged for substituted entrees shall be fixed at the average price bid on the above seven standard entrees.

Meal provider shall provide cardboard boxes for, and shall package all City Meals in cardboard boxes sufficient to facilitate convenient pickup, handling, and transportation of all contact meals to the jail facility.

APPENDIX "B"

CITY OF HOMER PRISONER MEAL SERVICE

Primary meal provider _____ hereby serves notice on the City of Homer that he designates _____ as his alternate meal provider for the balance of his contract period.

Alternate meal provider, _____, hereby acknowledges that I/We have read the current Prisoner Meal Service Contract and I/We agree to abide by all terms and conditions therein.

Business Name

Phone

Signature
Owner/Authorized Agent
Alternate Meal Provider

Subscribed and Sworn to before me this _____ day of _____, 2021.

Notary Public for the State of Alaska
My Commission Expires:_____

NOTE: PROOF OF INSURANCE MUST BE ATTACHED TO THIS NOTICE