

Requests for Food Service Proposals – Lincoln County Detention Center

Lincoln County, Nebraska has issued a “Request for Proposals” (RFP) for the retention of a food service management firm to provide all necessary food, labor, and supplies for the Lincoln County Detention Center, located at the Lincoln County Sheriff’s Office, 302 North Jeffers, North Platte, Nebraska commencing no later than July 7, 2024.

This proposal is for a high quality, full service and cost-effective food service system. The successful proposer will be responsible for food procurement, food preparation, maintaining supply inventory, and staffing for all administrative and operational functions described herein while utilizing kitchen facilities provided by the Lincoln County Detention Center.

The successful vendor will be able to provide food services for approximately **140 to 160** inmates three meals each day of the year. The vendor will also make provisions for a medically approved snack program to meet special needs requirements. Lincoln County shall retain the right to reject any or all proposals.

RFP’s are due no later than 10:00 a.m. on May 28, 2024.

All proposals shall be submitted in sealed envelopes to the Lincoln County Clerk, 301 North Jeffers, North Platte, Nebraska 69101. Digital and/or facsimile submissions will not be considered. Interested parties can obtain a copy of the Request for Proposal by contacting the Lincoln County Clerk. Additional information is available by contacting **Lt. Penny Ball** with the Lincoln County Detention Center.

LINCOLN COUNTY DETENTION CENTER
REQUEST FOR PROPOSALS (RFP)
Inmate Food Services

1. INTRODUCTION

Lincoln County, Nebraska is requesting sealed proposals for the provision of furnishing food service to include inmate and staff feeding seven days a week and program support services for a maximum population of 216. The food service contract would be a two (2) year contract with a one (1) year option, commencing July 7, 2024. Lincoln County presently operates a Jail facility at the following location:

Lincoln County Detention Center
302 North Jeffers
North Platte, NE 69101

Current Average Daily Population: (124 as of April 2024)

2. BIDDING PROCESS

The following is a schedule of events concerning the bid process:

EVENT	DATE
Authorized for RFP	April 29, 2024
Bids Due (at: Lincoln County Clerk's Office 301 North Jeffers, North Platte NE, 69101)	May 28, 2024
Notification of Award	May 28, 2024 or as soon thereafter as is possible assuming all bids are not rejected.

SIGNATURE PAGE

NAME OF COMPANY

BY: _____
NAME TITLE

TELEPHONE: _____

ADDRESS: _____

REFERENCES

_____ NAME	_____ PHONE NUMBER
_____ ADDRESS	_____ CONTACT PERSON
_____ NAME	_____ PHONE NUMBER
_____ ADDRESS	_____ CONTACT PERSON
_____ NAME	_____ PHONE NUMBER
_____ ADDRESS	_____ CONTACT PERSON
_____ NAME	_____ PHONE NUMBER
_____ ADDRESS	_____ CONTACT PERSON

A complete original and three (3) exact duplicate copies of the sealed proposals, evidencing the name and address of the proposer, should be submitted to:

**Lincoln County Clerk's Office
301 North Jeffers
North Platte, NE 69101**

**** PLEASE MARK YOUR ENVELOPES: Inmate Food Service RFP ****

Sealed proposals must be received no later than May 28, 2024, 10:00 a.m. at the address set forth above. Proposals received after that time will not be considered.

The bid is to be completed in legible form. Any additional written material such as professional records, certifications, etc. your company thinks important, may be attached and submitted to augment the data. The bidder must initial any corrections.

NO FAXED OR E-MAILED DOCUMENTS WILL BE ACCEPTED.

Questions regarding bid specifications shall be directed to the following individual:

Sheriff Jerome Kramer (308) 535-9599

3. RESERVATION OF RIGHTS

The Lincoln County Board of Commissioners reserves the right to reject any and all proposals, to award the agreement to other than the low proposal, to award separate agreements for separate parts of the services required, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities and/or formalities, and in general to make award in the manner as determined to be in the Board's best interest and its sole discretion.

4. RESPONSIVE PROPOSALS

Companies are expected to examine the RFP requirements and all instructions. Failure to do so will be at the company's risk. Each company shall furnish all information requested herein. The person signing the proposal must initial all erasures or other changes. If any person contemplating submitting a proposal is in doubt of the true meaning of any part of the specifications or other conditions with the RFP, he/she is advised to call and have the portion in question clarified.

5. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to the RFP will be on file in the Sheriff's Office. In addition, to the extent possible, copies will be mailed to each person registered as having received a RFP. It shall be the Vendor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

6. TAXES, TERMS AND CONDITIONS

Lincoln County is exempt from Federal Excise and State Sales Tax. The county's tax number will be provided to the successful bidder if needed. Payment terms are Net 30 days upon receipt and acceptance.

7. METHOD OF AWARD

The award will be made to the vendor whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal. The price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal.

The County reserves the right to award this contract not necessarily to the vendor with the lowest price, but to the bidder that demonstrates the best ability to fulfill the requirements of the RFP. The successful vendor will be chosen based on the elements listed in the Neb. Rev. Stat. §23-3110.

The successful vendor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Lincoln County. The successful bidder will perform all services indicated in the proposal in compliance with the negotiated contract. All bids will be reviewed in response to this RFP. Lincoln County will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.

Vendors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful vendor, all vendors will be notified in writing of the selected firm.

8. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but **only** if the withdrawal is made prior to the stated bid deadline. No proposal may be withdrawn for at least 90 days after opening expect the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the Lincoln County Board of Commissioners may, by discretion, reject such a proposal upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

9. INDEMNIFICATION AND HOLD HARMLESS

The vendor whose proposal is accepted must agree to the following indemnification and hold harmless responsibilities:

The vendor shall, at its own expense, protect, defend, indemnify and hold harmless Lincoln County, its elected and appointed officers, employees and agents from all claims, damages, costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions or negligence

of the selected firm, its employees or agents or its sub-vendors of sub-vendors, or any of their officers, employees or agents which may arise out of the contract.

10. EQUAL EMPLOYMENT OPPORTUNITY

The vendor and its sub-vendors, as required by law, shall not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relates to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract.

The vendor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the contract, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status, and religion.

11. INSURANCE REQUIREMENTS

The Vendor whose proposal is accepted must meet and agree to maintain during the term of the contract the following insurance coverage requirements. All insurance required must be written by an AM Best Rated "a" or higher rated company or companies licensed to transact such business either on an admitted or non-admitted basis in the State of Nebraska which are acceptable by the County. All required policies of insurance and the certificates must provide for at least thirty (30) days written notice to County of any change in or cancellation of or termination of the coverage or coverages.

- A. The vendor shall carry Worker's Compensation and employer's Liability Insurance Coverage, as required by law. In the event that the vendor uses sub-vendors for the performance of services required under this proposal, the vendor shall ensure that said sub-vendors carry Worker's Compensation, employer's liability, and commercial general liability coverage in the same amounts required of vendor under this contract.
- B. The vendor shall be responsible for insuring all its tools and equipment and all materials which it may use and/or leave at the work site. The County shall not be responsible for any loss of damage to the vendor's property and materials.
- C. The vendor shall procure and maintain during the term of the contract. Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combines single limit, for Personal Injury or Bodily Injury, and \$1,000,000 per occurrence and/or aggregate for Property Damage.
- D. The vendor shall procure and maintain during the term of the contract umbrella liability of not less than \$3,000,000 aggregate.

- E. The vendor shall procure and maintain during the term of the contract Comprehensive Automobile of not less than \$500,000 occurrence/ \$500,000 aggregate.
- F. If any of the above coverage's expire during the term of the Agreement, the vendor's insurer shall deliver renewal certification and/or policies to the Lincoln County Clerk at least thirty (30) days prior to expiration.

12. QUALIFICATIONS OF BIDDER

To be considered for award of this contract, the vendor must meet the following minimum qualifications:

- A. The vendor must be organized for the purpose of providing institutional and/or volume food service and must have five (5) years previous correctional feeding experience with proven effectiveness in administering large scale corrections food service programs.
- B. The vendor must have a proven ability for a contract start-up by July 7, 2024.
- C. The vendor must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements. Information must be submitted for each employee at the Lincoln County Detention Center facility.
- D. The vendor must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services. In addition, the vendor must have an alternate emergency preparation site in the surrounding bordering county area.
- E. The vendor shall submit a list of three (3) references, including name of institution, address, contact person and phone number.

13. PROPOSAL PACKAGE

Vendors must submit a response in the form of a proposal which includes the following sections:

- A. Completed Signature Page
- B. References
- C. Technical Proposal

This portion of the proposal must address each item listed below:

1. Introduction

a. Company Profile

- (1) Date organized to provide food service management in institutional and correctional facilities.
- (2) Corporate background and depth of support
 - Number of employees

- Number of years doing business
- (3) Facilities currently accredited by State or Federal Accreditation Board
 - Name of facility
 - Accrediting agency – list all
- b. Company achievements in providing correctional food service management.

2. Operational Requirements

All proposals must clearly define an action plan for providing jail meals as outlined in the Scope of Services in Section 14 and Transition on Commencement of Contract in Section 15 of this request.

3. Pricing - on a per meal basis.

14. SCOPE OF SERVICES

Vendor shall undertake, perform, and complete the following, unless stated otherwise herein, to wit:

A. On-site Food Manager – Vendor will employ an on-site food manager who has training in:

1. Food service staff training;
2. Kitchen personnel supervision;
3. Portion control;
4. Planning and menu review;
5. A food-cost accounting system;
6. Food preparation for serving up to 210 people;
7. Inventory control/food delivery systems;
8. Energy conservation;
9. Safety/sanitation;
10. Food temperature control;
11. Preparation methods to ensure variety, appeal, color, contrast and flavor.

B. Kitchen Operations. Vendor shall be responsible for the overall operations of the kitchen within the

Lincoln County Detention Center. Specifically, vendor shall be responsible for the following:

1. Plan, coordinate, handle prepare and provide meals for the Detention Center’s inmates. All menus and special diets shall meet the standards for adult holding and detention facilities as established by the American Correctional Association. The Detention Administrator will approve all menus prior to commencement. All meals served shall be in compliance with the most recent Recommended Daily Allowance for adult males as established by the National Academy of Sciences.

2. Ensure that all meals are served at appropriate temperatures (140 degrees hot, 45 degrees cold), and in a manner that makes them palatable and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, and catsup or mustard, where appropriate).
3. Employment of staff where appropriate at rates of compensation commensurate with current jail kitchen staff so as to ameliorate high turnover.
4. Ensure there is a minimum of one (1) employee assigned to each shift.
5. Employees of vendor assigned to work at the Detention Center shall submit to periodic health examinations as required by law. Vendor shall submit satisfactory evidence of compliance with all health regulations, including health examinations, to the County upon request.
6. The vendor will purchase all consumable paper supplies and chemicals which are required for food service operation. These supplies shall remain the property of the County.
7. Responsible for routine cleaning and housekeeping of food service preparation, services and storage areas, and shall on a continuing basis, maintain standards of sanitation required by State and local regulations. The County shall be responsible for removal of trash and garbage from the loading dock.
8. Meet requirements of all federal, state and local health standards and any other applicable standards.

C. Inmate Food Service.

1. Prepare and serve three (3) meals for each day of the calendar year. Meals are to be available at the times specified by the Detention Administrator or his designated representative.
2. The Detention Administrator or their designated representative shall provide the Vendor written confirmation of the number of meals required to be served for each meal prior to service of that meal.
3. Adhere to a four (4) or five (5) week menu, at the Vendor's discretion, approved by a registered dietician and accepted by the Detention Administrator.
4. Prepare special meals, approved by a registered dietician, as required through the Jail Administrator including, but not limited to, medical and religious meals.
5. Provide daily meals to staff as requested and at a cost per meal mutually agreed upon between the Sheriff's Office and the Vendor.

D. Use of Jail Kitchen and Maintenance of Equipment.

In performing the services required by this request, vendor shall use the Detention's kitchen for only those services set forth in Section 14(B) of this request. Vendor shall use the Detention's kitchen in accordance with rules and procedures set by the Sheriff and shall perform its work to the Sheriff's satisfaction. Vendor and the Sheriff's Office shall work in cooperation with one another.

Vendor shall be entitled to use all County owned equipment in the Lincoln County Detention Center kitchen to provide the services set forth in this request. The County shall provide appropriate utilities, including telephone service, for the operation of the kitchen.

The County shall be responsible for maintenance of the kitchen and the County owned equipment. In the event repairs or replacement of County owned equipment are required due to normal wear and tear, the County shall repair and/or replace such equipment at the County's expense in a reasonable amount of time. In the event repairs or replacement of County owned equipment are required due to neglect or misuse by vendor, or lack of supervision of inmates while under vendor's charge, vendor shall repair and/or replace such equipment at Vendor's expense in a reasonable amount of time. Vendor shall provide written notice of any County owned equipment problems to the Detention Administrator.

E. Compensation and Payment Procedure.

The County shall pay the vendor on a sliding scale cost per meal basis. The vendor shall submit invoices weekly based upon number of meals served. The County shall reimburse vendor for services billed pursuant to its procedure for payment of Accounts Payable within thirty (30) days from the date of the Sheriff's verification that the services billed have been satisfactorily performed.

F. Accounting Procedures.

The accounting procedures and internal financial controls of the vendor shall conform to generally accepted accounting practices in order that the costs allowed by this request can be readily ascertained and expenditures verified.

G. Reports, Records and Inspection of Records.

Vendor shall keep full and accurate records of the meals served. A copy of the records shall be supplied to the Sheriff or his designated representative. In addition, the successful vendor shall retain all records related to the services provided for six (6) years after the termination of an agreement. All records related to the service provided under this request shall be available for auditing by the County at any time during regular working hours.

H. Reporting of Accidents or Incidents at the Detention Center.

Vendor shall ensure that its employees immediately report any accidents or incidents of any unusual nature in writing to the Sheriff or his designated representative.

I. Staffing Requirements.

As the kitchen facility is located within the Lincoln County Detention Center, the vendor shall adhere to the following:

- a. Follow all security rules of the Lincoln County Detention Center.
- b. Coordinate its shipping and receiving operations with the Detention Administrator as receipt and unloading of boxes and supplies is necessary for the providing of meals from the detention kitchen.
- c. Submit names, dates of birth, social security number and driver's license number of all employees who may work within the kitchen facility at least three (3) days prior to the commencement of work.
- d. Immediately notify the Detention Administrator of any termination of employment by vendor in the kitchen or when an employee provides written notification of termination of employment in the kitchen.
- e. The Sheriff reserves the right to refuse admittance to any person or persons who may constitute a security risk to the Lincoln County Detention Center.
- f. The vendor shall process complaints received from inmates daily as follows:
 1. Vendor shall designate one of its employees as the recipient of the complaints and such person shall determine the appropriate manner in which to resolve the complaints daily.
 2. Any complaints that vendor cannot resolve should be provided in writing within twenty-four (24) hours to the Sheriff or his designated representative.
- g. Inspection of Kitchen and Services Performed.

The Sheriff or his designated representative shall conduct periodic unannounced inspections of the Detention's kitchen and the services performed under this request. Such inspections shall be conducted in a manner to be least disruptive to kitchen operations, to the extent possible. Meals shall be inspected to ensure they are prepared in compliance with the menu requirements. If during an inspection, the meals, the kitchen or inventory are found not to be in compliance, the Sheriff shall inform the Vendor in writing.

15. TRANSITION ON COMMENCEMENT OF CONTRACT.

The successful proposer shall assume full operations on July 7, 2024. A preliminary transition plan must be submitted with each proposal. The Vendor shall coordinate and cooperate with the existing food service and employees to assure a smooth and orderly transition with uninterrupted food services. Upon award of contract, the vendor shall name a Transition Manager who shall have responsibility for transition activities. The final plan shall include, but not be limited to

details from conducting inventories of on-site Lincoln County owned equipment, hiring and staffing and menu plans, and coordination activity with current operations. The Sheriff may request any additional information determined necessary to assure smooth operation of the facility.

16. MEAL PLAN OPTIONS

Lincoln County would like to explore, as a way to help contain costs, any meal plan options that you have available. Include pricing of all meal plan options you provide and describe in detail the staffing requirements that are needed for your company and Lincoln County for each meal plan option.

17. FOOD SPECIFICATION

The following is a list of minimal food standards that the vendor shall follow:

BEEF-USDA choice

PORK-USDA #1

POULTRY-USDA Grade A

FISH & SEAFOOD – Frozen fish must be a nationally distributed brand, packed and inspected pursuant to federal regulation.

TVP (Texturized Vegetable Products/Protein) **will not** be used.

DAIRY PRODUCTS - USDA Grade A

EGGS - Fresh USDA Grade AA

CANNED FRUIT PRODUCTS – USDA Grade A Fancy

CANNED VEGETABLES – USDA Grade A Fancy

FRESH FRUITS – USDA Grade A

FRESH VEGETABLES – USDA Fancy

FROZEN VEGATABLES – USDA Fancy

FROZEN FRUITS – USDA Grade A

All meat cuts shall be in accordance with U.S.D.A. specifications. The above indicated grades are intended as minimum standards only and Vendors are encouraged to exceed these minimums whenever possible.