

**Request for Proposals (RFP)**  
**Inmate Food Service**  
**At the Hall County Department of Corrections**  
**Grand Island, Nebraska**

---



Todd Bahensky, Director

Craig Gottschalk, Assistant Director

Pam Lancaster, Chair Hall County Board of Supervisors

Hall County Department of Corrections  
110 Public Safety Dr.  
Grand Island, NE 68801  
308-385-5206

Marla Conley, Hall County Clerk  
121 S. Pine St.  
Grand Island, NE 68801  
308-385-5080

HALL COUNTY DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSALS (RFP)

INMATE FOOD SERVICE

The Hall County Board of Supervisor will receive sealed proposals to provide Inmate Food Service to the Hall County Department of Corrections, 110 Public Safety Drive, Grand Island, Nebraska. Potential vendors are invited to submit proposals.

A pre-bid conference will be held at 10:00 AM on Thursday, May 30, 2019 at the Hall County Department of Corrections. Meet in the lobby of the Department of Corrections at 110 Public Safety Drive. The conference is mandatory for all who will be bidding.

Hall County reserves the right to reject any or all bids, as deemed by the County Board of Supervisors in the Board's sole discretion, to be in the best interest of the County of Hall. Proposals must be received by the Hall County Clerk, 121 South Pine, Grand Island, Nebraska, no later than 5:00 p.m. Monday, June 10, 2019 in order to be considered. All proposals shall remain sealed until opened by the Hall County Board of Supervisors at its regular meeting at 10:15 a.m. on Tuesday, June 11, 2019.

Hall County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or provision of services. Request for reasonable accommodations under the A.D. A. should be submitted to Loren Humphrey, ADA Coordinator, at the 121 South Pine Street, Grand Island, NE or by calling (308)385-5080 or T.D.D. (800) 833-7352.

The completed bid packet containing the request for proposal and instructions may be obtained from:

Marla Conley, County Clerk  
121 South Pine Street  
Grand Island, NE 68801  
(308)385-5080

Questions regarding the Jail facility and equipment may be directed to:

Craig Gottschalk, Assistant Director  
Hall County Department of Corrections  
110 Public Safety Dr.  
Grand Island, NE 68801  
(308)385-5206, ext. 2462

Please publish on May 18, 2019 and May 25, 2019

Instructions to Bidders:

The following instructions, as well as any addendum issued, shall be followed in the submission of any and all proposals.

Bidders are requested to study carefully and conform to these "Instructions to Bidders" in order that their proposals are regular, complete, and acceptable.

1. All prospective bidders are required to attend a pre-bid conference at 10:00 AM on Thursday, May 30, 2019 at the Hall County Department of Corrections, 110 Public Safety Dr. to view the location/installation and have their questions addressed.
2. Bidders shall hold their price firm and subject to acceptance by Hall County for a period of at least 90 business days from the date of the proposal closing, unless otherwise indicated in their proposal.
3. The Hall County Department of Corrections encourages competitive responses to the enclosed RFP. Hall County understands that in any industry, business will be lost and gained by competitors over time. In order to adhere to a higher standard of business ethics the Hall County Department of Corrections would ask that all vendors refrain from mentioning any and all competitors in any part of the vendor's submittal. Failure to conform to this policy will result in vendor's proposal being deemed non-responsive.
4. All responses must be submitted in a sealed envelope, mailed and/or delivered to:  
Marla Conley  
Hall County Clerk  
121 S. Pine St.  
Grand Island, NE 68801

Proposals sent by facsimile or e-mailed will not be accepted. Responses received at any location other than the aforementioned will not be considered.

5. The Vendor must provide one original and one complete copy of the Proposal.
6. It is the sole responsibility of the Vendor to ensure timely delivery of the Proposal prior to the Proposal due date and time. Delays caused by any delivery service, including the U.S. Postal Service will not be grounds for an extension of the RFP due date and time. Proposals received after the due date and time will be rejected and shall not be considered. Postmarks will not be considered.
7. The outside of the envelope/box shall plainly identify the Proposal by: "INMATE FOOD SERVICE"
8. The Vendor must respond to all requirements of the Request for Proposals. Failure to address each requirement will render the submittal non-responsive.

**I. Overview**

Through this Request for Proposals (RFP) the Hall County Department of Corrections (HCDC) is soliciting proposals from experienced and qualified firms to provide inmate food service and kitchen management.

**II. Pre-Bid Conference**

All prospective firms interested in bidding are required to attend a pre-bid conference at the Hall County Department of Corrections 110 Public Safety Dr. to view the location/installation and have their questions addressed.

**III. Background Information**

- A. The HCDC is a 320 bed facility for adults, male and female, for both pre-trial and sentenced inmates for local law enforcement agencies and the Hall County and District Courts. In addition, through contract, we house inmates and detainees for the Nebraska Dept. of Correctional Services, and federal agencies including Immigration and Customs Enforcement, United States Marshal Service, and Bureau of Prisons. HCDC also houses inmates for several other smaller counties in Nebraska.
- B. The facility consists of ten housing units including separate minimum security, medium security, and maximum security that include separate housing units for males and females.
- C. The facility contains a fully equipped kitchen.

**IV. Scope & General Criteria**

- A. Description of Current Operation
  - 1. The average daily population has been approximately 285 (2018), including males and females.
  - 2. These numbers are provided to give vendors an estimate of daily meals and not to be construed as a specific number of meals that the vendor shall prepare. It is only provided as a guideline for possible meals served. Hall County does not guarantee or warrant a minimum number of daily meals.
  - 3. The price charged shall be determined by taking the actual number of meals ordered or served each day, times contract price.
    - a. Food is received, stored, prepared, and served at the Hall County Department of Corrections facility at 110 Public Safety Dr., Grand Island, Nebraska 68801.
    - b. Inmate workers supervised by Corrections Officers deliver meals to each housing unit on thermal trays.
    - c. Vendor workers will be expected to supervise inmates during the tray preparation.

d. The current meal service schedule is as follows:

Breakfast	5:00 a.m.
Lunch	12:15 p.m.
Dinner	5:00 p.m.

B. Vendor Service Requirements

Vendors will be expected to provide the following services as part of the food service program.

1. Food & Supplies

- a. Purchase and safely manage all consumable supplies and food products that are required for food service operation. These supplies and food products shall remain the property of the contractor.
- b. The vendor shall provide all cleaning supplies for the kitchen area.
- c. Be responsible for routine cleaning and housekeeping of food service preparation, service, and storage area and will, on a continuing basis maintain standards of sanitation required by state or local regulations. The County will be responsible for removal of trash and garbage.
- d. Inspections of kitchen facilities by County and State health agencies must achieve satisfactory ratings.

2. Licenses, Fees, Taxes

- a. Secure and pay all federal, state and local licenses, permits, and fees required for the operation of the food services provided hereunder. Hall County is tax exempt.

3. Billing process / Record keeping

- a. Vendor shall submit to the County weekly, an invoice for meals ordered or served whichever is greater. The price per meal charged to the County shall be described in the proposal and shall be guaranteed for meals for (1) one year. The contractor will coordinate with County personnel regarding the monthly billing schedule to fit the County billing cycle.
- b. Access and Records – The vendor shall keep full and accurate records of the sales and meal count records in connection with the food services. All records shall be available for auditing by the County at any time during regular working hours.

4. In the event the County changes to a different food service contractor, the Vendor agrees to work with the County and new contractor to provide for a smooth transition and uninterrupted food service. The Vendor shall return to the County at the expiration of this contract the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the vendor without negligence or the part of the vendor or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed

repairs caused by normal wear and tear. The County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the vendor.

5. Additional food service requirements
  - a. The vendor agrees to provide any additional food services as mutually agreed upon at prices mutual agreed to.
6. Participation in Client-required security training
  - a. Vendor staff will be required to complete Hall County Corrections PREA, security, safety, and facility operations training.
7. Uniforms for Vendor staff
  - a. Vendor shall provide professional and neat uniforms that distinguish the vendor's paid staff from the inmates and Corrections Officers and require staff to wear the uniform while in the facility.
8. Daily Processing of Complaints

Food service complaints from inmates must be processed at least daily as follows:

  - a. Trained food service personnel shall act upon all complaints.
  - b. The Food Service Director shall be responsible for resolving inmate or staff grievances.
  - c. All requests or grievances involving food service and any action taken shall be thoroughly documented according to County procedures and that documentation is made available to inspection at any time.
  - d. The Food Services Director shall notify the Department of Corrections of action taken to satisfy grievances.

C. Menu Specifications

1. All proposals must clearly define:
  - a. Proposed Menu(s)
  - b. Item-by-item nutritional analysis (May be in an attached appendix)
  - c. Registered dietitian certification of both the menu and nutritional analysis.
  - d. Summary of specifications that will be adhered to for all food products.
  - e. All proposals must meet or exceed quality of food service as detailed in Scope of Work.
2. Inmate Cycle Menu
  - a. Menu Cycle
    1. Each Vendor shall submit a minimum of a four (4) week cycle menu.
    2. Each week will include 21 meals and comply with the standards outlined in this RFP.
    3. Proposals must provide the menu upon which the cost of service is calculated together with the portion sizes of each menu item to be considered.  
Sample menus that may not be served after the contract is awarded will not be allowed.

- b. Menu Description Requirements
  - 1. Menus submitted in the proposal must include clearly defined descriptions of food items.
  - 2. All menu items must be listed by weight or volume measurements (e.g. ½ c., 3 oz., wt., etc.). All cake, muffin, and cornbread portions that are cut in a pan must indicate the size of the cut (e.g. 1/60)
  - 3. Meat portions in casseroles must include cooked weight measurements or meat equivalent per portion (e.g. a 10 oz. casserole planned to include 2 oz. of meat or meat equivalent should be written on the menu as 10 (2 oz. meat).
  - 4. Weights of entrées on menus must be indicated as cooked or raw weights. For those items purchased already fully cooked, it shall be indicated as either prior to reheating or following reheating.
  - 5. The ground meat to be served must be indicated on the menu. For example, if ground turkey will be utilized in the casserole, that must be indicated on the menu. If diced meat is intended to be served in a casserole, indicate diced in the name.
  - 6. If imitation cheese is intended to be served, it must be indicated on the menu.
  - 7. Appropriate condiments to be served must be included on the written menu.
- c. Balanced Menu Planning Requirements
  - 1. The menu shall be planned with products and recipes with proven inmate acceptability. The vendor shall include in the proposal a method to monitor inmate preferences and to make acceptability adjustments.
  - 2. A variety of food flavors, textures, temperatures, and appearance shall be used.
    - a. Menu shall provide for an average of two hot meals per day minimum.
  - 3. Fruit and vegetable requirements:
    - a. To assure a minimum level of menu quality, at least five 1/2 –cup fruit and vegetable equivalents are required each day on the menu. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. Items such as fruit drink, rice and noodles do not qualify as fruit or vegetable equivalents.
    - b. Menus will provide a minimum of one fruit or fruit equivalent (1/2 c) serving per day (which will count as one of the five minimum fruit and vegetable portions).
    - c. An average of two servings of fresh fruit will be served per week. The serving will count as one of the minimum fruit and vegetable portions.
  - 4. Avoid excessive fat calories:
    - a. To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions of margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of ½ oz. shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate mustard and catsup condiment, not unnecessary margarine.

- e. Nutritional requirements
  - 1. Menus will provide a weekly average of 3,200 calories per day in addition to all required nutrients.
  - 2. Menus will provide a weekly average of 70 grams of protein per day. This will be met by providing a minimum of 4 oz. of meat or meat equivalent per day, excluding breadings. A meat or meat equivalent may include meat, eggs, cheese, peanut butter, or soy.
  - 3. Menus will provide a minimum of one (8 oz.) serving of fluid milk per day.
  - 4. No organ meats shall be allowed in any ground meat.
  - 5. Nutritional Analysis – tied to actual recipes & products proposed
    - a. An item-by-item computer nutritional analysis of the menu with a weekly summary indicating the percentage of compliance to the highest RDA values for the population shall be submitted with the proposal.
    - b. Each item on the menu shall have specific nutritional values based on recipes that will be used in the facility. For example, the specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe that will be used for Beef, Macaroni, and Tomatoes and all other meal items shall be separately identified on the analysis.
  - 6. Menu & analysis certified by Registered Dietitian
    - a. 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.
    - b. A registered dietitian will approve all menus prior to service and annually thereafter. All meals served will be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for adult males as established by the National Academy of Sciences.
- 3. Sack Meals
  - a. For approximate 15 to 20 inmates, sack meals are to be provided. These meals are in place of regular inmate meals. This will generally be Monday – Friday and occasionally on weekends. The purpose of sack meals are late returns from court, transports, or work release.
  - b. Sack meals are required to meet the same daily caloric and nutritional requirements as other meals.
- 4. Medical & Religious Diets
  - a. The vendor shall provide, at no additional cost, medical diets conforming to physician-ordered specifications. These include, but are not limited to: Diabetic, Renal, Pregnancy, soft or liquid diet, and salt restriction or food allergies. This may also include physician-ordered additional after-hours snack.
  - b. The vendor will have to work with our Medical Provider for the safety and care of inmates requiring medical diets.



- c. The vendor shall provide, at no additional cost, a lacto-ovo vegetarian and/or vegan diet for all religious requests.
    - d. Other meals requested, with options for prepackaged meals, shall be provided at mutually agreed upon pricing.
  - c. Common religious diets include kosher diets, but also include Muslim diets particularly during Ramadan. Ramadan diets require some additional food service time restrictions and Vendor shall work with Corrections staff to insure the required calorie content and temperature needs of these after hour meals are met.
    - d. The Department of Corrections currently maintains a pork-free facility. The vendor should acknowledge the intent to maintain this policy and provide a menu that reflects this or propose an alternative plan.
  - 5. Holiday Meals
    - a. The vendor shall include in their proposal their policies for serving special meals on holidays.
    - b. Proposed meals and holidays should be identified.
    - c. All such meals will be provided at contract rates
  - 6. Plan for Product Wholesomeness
 

Vendor will warranty that:

    - a. All food items will be purchased from facilities and manufacturers that meet all applicable federal and state regulations for food safety, use only industry “best practices” to assure wholesomeness and maintain appropriate liability insurance on their products.
    - b. Vendor will provide a written procedure for verification of food safety and quality of “spot buys” (defined as items purchased at a discount usually from a broker or distributor).
    - c. Vendor will include in the proposal its specific plan for maintaining safe and wholesome food in the facilities operated by this jurisdiction.
  - 7. Documentation of meals served
    - a. Served menu records – Substitution policy
      - 1. Documentation of all meals served including substitutions shall be maintained. A plan for assuring nutritional compliance with substitutions shall be provided in the proposal.
      - 2. The vendor shall outline procedures used to assure all meals will be served at appropriate temperatures and in a manner that makes them palatable, neat, and visually pleasing.
    - b. Standardized recipes
      - 1. Standardized recipes with portion yield data for all items shall be available and utilized.
- D. Staff Requirements
- 1. Staffing plan to provide adequate resources to meet objectives.

- a. Assign sufficient staff to oversee and supervise all aspects of the food service operation.
  - b. Inmate workers will be provided, as the vendor requires, subject to the approval of jail staff.
  - c. The vendor will provide an organizational chart and job descriptions for all professional and inmate staff with their proposal including number of inmates required per shift. Inmate workers shall be used for the preparation of food, delivering of meals, and general sanitation and cleaning.
  - d. The vendor agrees to train and supervise inmate personnel, subject to the overall control of the County.
  - e. The vendor is responsible for all wages, salary benefits, and overtime payments to the staff.
2. Employee related processes
- a. All employees of the contracting firm who will work in the jail are subject to background checks by the Department of Corrections and must comply with the Department's policies and procedures.
  - b. Any persons entering the secure areas of the jail are subject to search including a pat search of their person.
  - c. The County reserves the right to prohibit entry by anyone into the secure perimeter.
  - d. All employees of the contracting firm must take part in and satisfactorily complete all training required by the Department of Corrections.
  - e. All employees of the contracting staff must agree to abide by all facility rules maintaining confidentiality.
  - e. All activity within the facility is subject to video and audio recording at all times.
3. Supervision and training of inmates
- a. The vendor shall provide training of inmate workers in food service delivery and management. The proposal shall outline what this training will include as part of the vendor's overall vocation training program.
  - b. Inmates are not permitted to supervisor other inmates.
  - c. Vendor (kitchen staff) will not be allowed to bring in any recording devices, cell phones, tobacco products, alcohol, or any other items not allowed into this Jail.
  - d. No working inmates will be allowed to leave the kitchen to unload any trucks or delivery vehicles for the kitchen. Working inmates will remain in secure areas of the jail at all times.
4. Supervision and training of paid staff
- The vendor shall provide training in food service delivery and management. The proposal shall outline what this training will entail as part of the vendor's overall training program.
5. Responsibilities of Contractor's staff
- a. All proposals must clearly detail the proposed use of inmates as part of the vendor's food service proposal. Included in this section shall be a detailed explanation of the method of supervision and job description.

- E. Kitchen Appliances and Equipment
  - 1. The Hall County Department of Corrections provides a fully equipped kitchen, including all kitchen tools, utensils, thermal trays and carts for delivery.
  - 2. Currently the County maintains a kitchen facility free of any knives. Vendor should acknowledge the intent to maintain that procedure or propose a procedure with the safety of the facility and its employees as a priority.

V. **General Requirements for All Proposals**

- A. In your response, please identify the per meal costs.
- B. You are welcome to offer any additional terms or services that would be favorable to the County. While it is our goal to contract the services from the same vendor, Hall County reserves the right to award work under this proposal to more than one vendor if such an award benefits Hall County.
- C. Please provide a proposed schedule for implementation of the contract as part of your proposal. The actual schedule will be determined after the winning proposal has been selected.
- D. Once all responses are opened, they will be reviewed by a team consisting of the Hall County Board of Supervisors and Hall County Department of Corrections staff. The selection will be based on applicable law and the following criteria:
  - 1. Overall cost of the project.
  - 2. Evaluation of services proposed against the specification outlined in this RFP.
  - 3. Evaluation of proposed service levels and service history with your company or evaluation of references if you have not worked with Hall County previously.
  - 4. Evaluation of intangible features.
  - 5. In your proposal, please note your primary contact person and include a phone number and email so that we can contact you if we require clarification of your proposal.

VI. **Additional Products/Services**

- A. The current food service contractor provides a program of freshly prepared meal items that the inmates are able to purchase once a week through the commissary system. Additionally Department of Corrections uses this as an incentive to inmate workers and purchases an item for them once per week. The vendor should acknowledge a willingness to participate in this program with menu and pricing to be agreed upon by both parties.
- B. The current food service contractor provides a vending machine in the employee break room for employee use. There is currently another vending machine in the public lobby provided by another company. Vendor should include in the proposal if they propose to continue this service at the current level or expand to the lobby.

**VII. Qualification Of Firm And Compliance With Specifications**

- A. In order for a company to be considered, they must demonstrate to the satisfaction of the HCDC the capability to fully perform the requirements of this RFP in all aspects. Therefore, the company must submit evidence and documentation of the ability to fulfill the requirements of this RFP.
1. The proposing company is cautioned that it is their sole responsibility to submit information related to this RFP and that Hall County is under no obligation to solicit such information if it is not included with the proposal. The company's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
  2. REFERENCES: Provide the following information from at least three previous contracts provided by the company's organization, which are similar to the requirements of this RFP. These references may be contacted to verify the company's ability to perform the requirements. The County reserves the right to use any information or additional references deemed necessary to establish the ability of the company to perform the requirements.
    - a. Name and address of facility
    - b. Name, telephone number, and email address of a representative of that agency who may be contacted for verification of all information submitted
    - c. Dates of service
    - d. A brief, written description of the specific prior services performed and requirements thereof
  3. COMPANY HISTORY: It is a mandatory requirement of this RFP that the company's team has a minimum of five (5) years of experience in the field of inmate food service for justice facilities, and shall have successfully provided this service to a minimum of three facilities similar in scope and size to this RFP. Provide information establishing that the company submitting the proposal, or its team members, has the qualifications and experience to provide the services specified in this RFP.

**VIII. Instructions to Vendors**

- A. All prospective firms interested in bidding are required to attend a pre-bid conference at the Hall County Department of Corrections 110 Public Safety Dr. to view the location/installation and have their questions addressed.
- B. Bidders shall hold their price firm and subject to acceptance by Hall County for a period of at least 90 business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- C. Company will supply the Hall County Clerk with one original and one exact copy. Electronically transmitted proposals will not be accepted. All proposals must be mailed or delivered by hand.
- D. Contractor shall acknowledge in writing that its employees serve as independent contractors and Hall County shall not be responsible for any payment, insurance, or incurred liability
- E. Hall County will not be responsible for any cost incurred by the company in the preparation of their proposal. Additionally, no travel expense incurred as a result of participating in the proposal process, to include the facility tour, will be reimbursed.

- F. Copies will be delivered to the Hall County Clerk’s Office at the address stated prior to the specified date. Hall County will not be responsible for any lost or misdirected mail sent by common carrier or for proposals delivered to addresses other than the one listed. Proposals must be delivered in a sealed envelope/box clearly marked with “INMATE FOOD SERVICE”.

**IX. General Terms and Conditions**

- A. Bids are to provide a per meal cost summary on an ordered or served basis, whichever is greater. Special function and catering meal services will be mutually negotiated. The price increment will be determined by adding the total number of billable inmate meals ordered or served to inmates for the billing week, and dividing by twenty-one (21). Provide the per-meal price for the following ranges:

Population Range	Price per meal
100-109	
110-119	
120-129	
130-149	
150-169	
170-189	
190-209	
210-229	
230-249	
250-269	
270-289	
290 & above	

- B. Hall County will process payment through its normal payment cycle. Invoices received prior to the first of the month should be paid within 30 days. Invoices received after the first of the month can take up to 45 days for processing and payment.
- C. Hall County purchases are not subject to taxation. Tax exemption Form 17 will be provided upon request.
- D. Contractor shall not assign or subcontract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation, or person without the prior written specific consent of Hall County.
- E. The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, and local laws, rules and regulations. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision.
- F. All specifications, technical information, Request for Proposal, Proposal, Award, and similar items referred to or attached, or which are the basis for this contract, are deemed incorporated as if set out fully herein.
- G. Contractor shall indemnify, defend, save and hold harmless Hall County, its officers, agents and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the agreement by contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of contractor, its subcontractors, suppliers, agents, or employees.

- H. Hall County may require a background check for any employees of the contractor's staff or subcontractors providing services to Hall County. Any cost will be borne by Hall County. Certain criminal convictions will prevent individual persons from being on Hall County property.

**X. Insurance Requirements**

The Contractor shall not begin work under this contract until it has obtained all insurance coverages required under this section and such insurance has been approved by the County. The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

A. Workers Compensation and Employers Liability Insurance

The minimum acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers Compensation and \$500,000 for Coverage B, Employers Liability.

B. Commercial General Liability Insurance

Coverage shall include liability coverage addressing premises and operations, contractual, independent contractors, and products/completed operations. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. If written on a claims made form, the products/completed operations coverage is to be maintained for two years after final payment.

The County is to be named as an additional insured on the insurance coverage required under this section.

C. Automobile Liability Insurance

Coverage shall include liability coverage addressing claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

The County is to be included as an additional insured on the insurance coverage required under this section.

D. Certificate of Insurance

The Contractor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section and shall give the County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Contractor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Contractor in this section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

E. Insurance Company

All insurance coverages herein required of the Contractor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-.

Upon request of the County, the Contractor shall furnish evidence that the insurance company or companies being used by the Contractor meet the minimum requirements listed in this subsection.

Upon request by the County, the Contractor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the term of this Contract, the Contractor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Contractor is required to notify the County of any deviations from the minimum requirements presented in this section.

XI. Contract Term

- A. The contract will be for a period of three (3) years. At the expiration of this contract, the County will have the option of continuing the food services with the Vendor's company at agreed upon rates for a period of two (2) additional years in one-year increments. Each optional year will require County's approval for renewal. Following the 5<sup>th</sup> year of the contract, the contract will continue to renew at the same pricing on a month to month basis until 90 days' written notice is given by either party.
- B. Termination of Contract: The obligation to provide further service under the terms of the resulting agreement may be terminated by the County upon ninety (90) days written notice in the event of material breach by the Vendor to perform in accordance with the terms hereof, or any contract resulting from this RFP. In the event that the County chooses to discontinue this contract either by termination or not extending the contract, it will be necessary that the incumbent Vendor cooperates with the new Vendor during the implementation of the new system.
- C. The successful Vendor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

## **XII. Proposal Format**

- A. Proposals submitted in response to this RFP should be organized and configured in the following format:

**Cover Letter** – The proposal must include a cover letter that introduces the Vendor, provides a highlight of their experience, and outlines the per meal costs.

1. **Sections 1 - Overview of Firm Experience** - The proposal shall include an overview of the firm, its background, history, and experience in providing inmate food service at a county jail. Provide the full name and address of your organization and identify the parent company if you are a subsidiary. Provide the number of years your firm has been in business and the number of years it has been providing these types of services of this type for cities and counties. Provide a list of previously completed contracts in place. Provide the required references and summary with customer names and contact information so that the evaluation committee may contact your project references.
2. **Section 2 – Services** – Describe how your company will meet the requirements contained within this RFP.
3. **Section 3 – Proposed Work Schedule** – Provide a detailed description of your work plan and proposal for satisfying all RFP requirements.
4. **Section 5 – Other Services** – Vendor may describe other services that are available through or recommended by the vendor.
5. **Section 7 – Exceptions and Deviations** – Provide a statement expressing understanding and willingness to comply with all provisions of the RFP. If there are provisions of the RFP that the vendor is unwilling or unable to comply with, the vendor shall identify the paragraph number, list the provision in its entirety, and provide the reason for non-compliance. If there are provisions of the RFP for which the Vendor would like to propose an alternative solution, the vendor shall identify and list the provision in its entirety and provide the alternative solution.