



**BUFFALO COUNTY JAIL**  
**REQUEST FOR PROPOSAL**  
*Food Service at the Buffalo County Jail*

**Sealed Proposals Due: June 14, 2022, 9:00 A.M. CDT**  
**Please Submit Sealed proposals to:**

Buffalo County Clerk  
2022- BCJ Food Service RFP  
1512 Central Avenue  
P.O. Box 1270  
Kearney, NE 68847

**Buffalo County Sheriff's Office  
Request For Proposals (RFP)  
Food Service At Buffalo County Jail**

**Introduction:**

Buffalo County Nebraska is requesting proposals for the provision of furnishing food service to include inmate feeding seven days a week and program support services for an approximate population of 150-160 inmates with a maximum capacity of 205 inmates. The contract period will be for one (1) year commencing on or after July 28, 2022, with an option at the County's discretion, to extend the contract for additional one year terms. Buffalo County presently operates a jail facility at the following location:

Buffalo County Jail  
1417 1<sup>st</sup> Avenue  
Kearney, NE 68847

**Objectives of RFP:**

To result in a contract between the successful bidder and Buffalo County that will meet the following objectives:

- A. To deliver high quality food service that can be audited against established nutritional and health standards.
- B. To operate the food service program in a cost-effective manner with full reporting to Buffalo County.
- C. To implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.
- D. To maintain an open collaborative relationship with the administration and staff of Buffalo County and other County offices.
- E. To maintain standards established by Buffalo County, as well as ACA, Nebraska Jail Standards, and Federal Correctional Food Service standards.
- F. To operate the food service program in a humane manner with respect to the inmates' rights to basic health and nutritional standards.
- G. To provide alternate options in addition to the mandated response to this RFP.

**Bidding Process**

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

Bid Packets Available on: May 10, 2022  
Buffalo County Clerk’s Office or  
Buffalo County government website

Notice of Intent to Participate May 24, 2022  
Submitted to [9095@buffalocounty.ne.gov](mailto:9095@buffalocounty.ne.gov)  
by

Bids will be opened during meeting. June 14, 2022  
(Bids received later than 9:00 A.M.  
Will not be accepted)

Bids will be reviewed and presentations  
Scheduled for week of June 20, 2022

Anticipated Award date June 28, 2022

Commence Services Projected July 28, 2022

Vendors intending on submitting a proposal shall make notice of their intent to bid prior to 5:00pm, May 24<sup>th</sup>, 2022 by email to Chief Deputy D. Schleusener, [9095@buffalocounty.ne.gov](mailto:9095@buffalocounty.ne.gov)

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

Buffalo County Clerk’s Office  
1512 Central Avenue  
P.O. Box 1270  
Kearney, NE 68848

Sealed proposals must be received no later than 9:00 A.M. June 14, 2022, at the address set forth above. Proposals received after 9:00 A.M. June 14, 2022 will not be considered.

The bid is to be completed in legible form. Any additional written material such as professional records and certifications that your company thinks important, may be attached and submitted to augment your response to the proposal

**Reservation of Rights**

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

Additionally, should it be necessary for the Sheriff or Buffalo County to discontinue operation of the Buffalo County Jail for any reason, this contract shall become null and void.

### **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.

### **Changes and Addendum to Bid Documents**

Each change or addendum issued in relation to the RFP will be on file in the Buffalo County Clerk'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 contractor'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.

### **Taxes, Terms and Conditions**

Buffalo County is exempt from Federal Excise and State Sales tax. Buffalo County's tax number is 47-6006436. Payment terms are Net 45 days upon receipt and acceptance and are paid on the final working day of the month.

### **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 in person / web conferencing to support the written proposal. The price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal. Buffalo 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 qualifications, completeness of award, references given, and presentation. The successful vendor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Buffalo County. The

successful bidder will perform all services indicated in the proposal in compliance with the negotiated contract. All bids will be reviewed and recommendations for a selection will be made by the Buffalo County Sheriff's Office. Final approval will be granted by the Buffalo County Board of Commissioners.

Buffalo County reserves the right to reject any and all proposals for any reason in whole or in part received in response to this RFP. Buffalo County will not pay for any information herein requested, nor is it liable for any costs incurred by the vendor. 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.

### **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 except 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 Buffalo County staff 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.

### **Indemnification and Hold Harmless**

The contractor whose proposal is accepted must agree to the following indemnification and hold harmless responsibilities: The contractor shall, at its own expense, protect, defend, indemnify and hold harmless Buffalo County Nebraska, its elected and appointed officials, 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 subcontractors or any of their officers, employees or agents which may arise out of the contract.

### **Equal Opportunity Employment**

The contractor and its subcontractors, as required by law, shall not discriminate against the employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly related 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 contractor 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 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.

### **Drug-Free Workplace**

Buffalo County has a drug-free policy that is attached and incorporated herein as a term of this proposal. Vendor by participation and submittal of proposal agrees to be bound by terms of this Drug-Free Workplace policy.

### **Insurance Requirements**

The contractor whose proposal is accepted must meet and agree to maintain during the term of the contract the following insurance coverage requirements. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Nebraska. All coverage's shall be with insurance carriers acceptable to Buffalo County.

- A. The contractor shall carry Worker's Compensation and Employer's Liability Insurance Coverage, as required by law. In the event that the contractor uses Subcontractors for the performance of services required under this proposal, the contractor shall ensure that said subcontractors carry Worker's Compensation and Employer's Liability Insurance coverage, as required by law.
- B. The contractor shall be responsible for insuring all its tools and equipment and all materials which it may use and/or leave at the work site. Buffalo County shall not be responsible for any loss or damage to the contractor's tools and materials.
- C. The contractor 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. If any of the above coverage's expires during the term of the Agreement, the Contractor's insurer shall deliver renewal certification and/or policies to Buffalo County at least thirty (30) days prior to expiration.

### **Selection Criteria**

The primary criteria used in selecting a vendor will be as follows:

- A. The vendor's demonstrated experience and expertise in correctional and/or Institutional facilities. Experience shall include current service in correctional

or institutional facilities of similar size and volume, as well as experience of staff, district manager, transition team, and availability or alternate preparation sites.

- B. The vendor's demonstrated ability to comply with American Correctional Association (ACA) standards for local detention facilities and to cooperate with Buffalo County to attain ACA certification for food services. Vendors will indicate those facilities currently under contract that have attained accreditation as a result of their efforts.
- C. The price per meal proposed.
- D. Past history and references. Vendors shall include a listing of references with their proposals, indicating facility locations, name, and telephone number of the facility contact person. The list should contain at least three (3) current references, preferably of a size comparable to Buffalo County.
- E. The vendor's preliminary transition plan.

Submitted proposals will be reviewed by staff members from the Buffalo County Sheriff's Office, Buffalo County Attorney's Office, and Buffalo County Board of Commissioners. Vendors who are deemed, on a basis of selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods, and all other relevant factors. These presentations may be in person or via web conferencing, during the week of June 20<sup>th</sup>, 2022. Buffalo County reserves the right to select a bidder based on the quality of the proposal, not necessarily the lowest bidder.

At the conclusion of evaluation, the vendors will be ranked on the basis of selection criteria and final negotiations will be conducted with the vendor ranked first. If a satisfactory agreement can be reached, the contract shall be awarded to the vendor; otherwise, negotiations will be conducted with each subsequent vendor until a satisfactory contract can be established or until the determination is made that the rejection of all proposals is in the best interest of Buffalo County.

### **Qualifications of Bidder**

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

- A. The vendor's organization or business entity shall be organized for the purpose of providing institutional and/or volume food service. Vendor or chief supervisor on-site of such organization or business entity shall have three (3) years previous correctional or institutional feeding, experience with proven effectiveness in administering large scale food service programs.

- B. The vendor shall have a proven ability for a contract for all jail feeding functions on or after July 28, 2022.
- 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 that will be in supervisory capacity at the Buffalo County Jail.
- D. The vendor must have the central office capability to supervise and monitor the program ensuring satisfactory provisions of services. In addition, the vendor must have an emergency plan for service delivery if the kitchen facility were to become inoperable.
- E. The vendor shall submit a list of at least three (3) references, including name of institution, address, and contact person and phone number.

**Proposal Package**

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

- A. Completed signature page – see attached, Page 1
- B. References – see attached, Page 2
- C. Technical Proposal

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

1. Introduction

Company Profile

- (a) Date organized to provide food service management in Institutional and/or correctional facilities.
- (b) Business establishment background and depth of support
  - (1) number of employees
  - (2) number of years doing business
- (c) Facilities currently accredited by state or federal accreditation board
  - (1) name of facility
  - (2) Accrediting agency – list all
- (d) Company achievements in providing institutional and/or Correctional food service management.
- (e) Local on-site management, if any, in existence or planned if contract granted.



## 2. Operational Requirements

- (a) Procedures for meal delivery to the inmates and staff.
- (b) Quality and inventory control methods and standards.
- (c) Specific procedures for providing safe, sanitary, and secure food service management, including supervision and control of inmate labor and internal security of products and equipment available to inmates.
- (d) Procedures for dealing with inmate/staff complaints about food and minimizing the potential for inmate litigation.
- (e) Any additional equipment necessary for efficient food service operation.
- (f) Procedures for weekly billing and weekly inventory of food and supplies.
- (g) Operational procedures for handling food service should on-site kitchen be rendered unusable through fire, vandalism, ect.
- (h) Safety inventory/accountability procedures of kitchen equipment and utensils in a jail environment.

## 3. Pricing

On a per meal basis to include a sliding scale based upon inmate population.

## 4. Sample Menu

Five week menu cycle. Minimum 2800 calories.

## **Scope of Services**

Vendor shall undertake, perform, and complete the following:

- A. **Kitchen Operations:** Vendor shall be responsible for the overall operations of the kitchen within the Buffalo County Jail. Specifically, Vendor shall be responsible for the following:
  - 1. Plan, coordinate, handle, prepare and provide meals for the detention center inmates. All menus and special diets shall meet the standards for adult holding and detention facilities as established by the American Correctional Association. The Sheriff or his designated representative will approve all menus prior to commencement. All meals served shall be compliance with the most recent Recommended Daily Allowance for adult males as established by the National Academy of Sciences.
  - 2. Line operation supervision of trustee inmates. Inmates shall not supervise other inmates.

3. 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).
4. Employment of staff where appropriate.
5. Ensure there is a minimum of one (1) employee assigned to each shift.
6. Employees of vendor assigned to work at the jail 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 Buffalo County upon request.
7. 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 vendor.
8. The vendor will be 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. Buffalo County shall be responsible for removal of trash and garbage.
9. Meet requirements of all federal, state and local health standards and any other applicable standards.

### **Inmate Food Service**

- A. Prepare and serve three (3) hot meals for each day of the year. No cold breakfasts. Meals are to be available at the times specified by the Sheriff or his designated representative.
- B. The Sheriff or his 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. If a cut-off time is needed, state minimum/maximum time of change order needed to effectuate change for particular meal.
- C. Adhere to a five (5) week menu, at the vendor's discretion, approved by a registered dietician and accepted by the Sheriff or his designated representative.
- D. Prepare special meals, approved by a registered dietician, as required by the Jail Medical Section and communicated through the Jail Commander including, but not limited to, medical and religious meals.

- E. Provide catered meals for special Buffalo County events as determined by the Sheriff's Office, with not less than seventy-two (72) hours notice. The cost per meal shall be mutually agreed upon between the Sheriff and the Vendor.
- F. Vendor shall make fullest use of the donated commodities when available, wholesome, and appropriate for menu purposes. Vendor may refuse acceptance of any such commodities which are contaminated or in excessive amounts. The utilization/control of donated commodities is subject to the following conditions:
  - 1. Vendor shall properly handle, store, and prepare all commodities.
  - 2. A weekly inventory shall be taken of all commodities by vendor. The report shall include for each donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage or shrinkage, and the balance at the end of the week.
  - 3. Commodities received shall be used solely for the benefit of the persons in the Buffalo County Jail.
- G. Cooperate with Buffalo County on any submission for accreditation from the American Correction Association.

**Use of Jail Kitchen and Maintenance of Equipment**

In performing the services required by this request, Vendor shall use the jail's kitchen for only those services set for in this request. Vendor shall use the jail'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 equipment owned and operated by Buffalo County in the Buffalo County Jail, to provide the services set for in this request. Buffalo County shall provide appropriate utilities, including local telephone service, for the operation of the kitchen. Vendor shall be responsible for cleaning the kitchen and equipment to a level acceptable to the County.

Buffalo County shall be responsible for maintenance of the kitchen and county owned equipment. In the event repairs or replacement of County owned equipment are required due to normal wear and tear, Buffalo 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 willful 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 Sheriff or his designated representative.

### **Compensation and Payment Procedure**

Buffalo 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. Buffalo County shall reimburse vendor for services billed pursuant to its procedure for payment. The draft for payment of claims will be issued by Buffalo County on the last working day of the month. The price per meal charged to the County shall be described in the proposal and shall be guaranteed for meals for one (1) year or annual renewal(s) thereafter.

### **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.

### **Reports, Records and Inspection of Records**

Vendor shall keep full and accurate records of the meals served, as well as any receipt of donated commodities. A copy of the records shall be supplied to the Sheriff or his designated representative with the monthly invoices. In addition, the successful vendor shall retain all records related to the services provided for three (3) years after the termination of an agreement. These records in printed or acceptable electronic copy shall be delivered to Buffalo County on a quarterly basis.

### **Reporting of Accidents or Incidents at the Jail**

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.

### **Staffing Requirements**

As the kitchen facility is located within the Buffalo County Jail, the vendor shall adhere to the following:

- A. Follow all security rules of the Buffalo County Jail.
- B. Coordinate its shipping and receiving operations with the Jail Administrator as receipt and unloading of boxes and supplies is necessary for the providing of meals from the jail kitchen.
- C. Submit names, dates of birth, social security number and driver's license numbers of all employees who may work within the kitchen facility at least seven (7) days prior to the commencement of work. Vendor's employees may be subject to a background investigation and security check to determine fitness for entry into the Buffalo County Jail. Final selection of all vendor employees at the Buffalo County Jail shall be approved by the Sheriff or his designated representative.

- D. Immediately notify the Sheriff or his designated representative 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 or his designee reserves the right to refuse admittance to any person or persons who may constitute a security risk to the Buffalo County Jail.
- F. The vendor shall process complaints received from inmates daily as follows:
  - 1. Vendor shall train its employees to act upon and resolve inmate complaints regarding food services.
  - 2. 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.
  - 3. Any complaints that vendor cannot resolve should be provided in writing within twenty-four (24) hours to the Sheriff or his designated representative.
- G. The vendor shall provide professional, neat uniforms that distinguish the vendor's paid staff from the inmates and corrections officers.

**Inspection of Kitchen and Services Performed**

The Sheriff or his designated representative shall conduct periodic unannounced inspections of the jail's kitchen to insure cleanliness 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 or his designee shall inform the vendor in writing.

**Transition on Commencement of Contract**

The successful vendor shall assume full operations on or after July 28, 2022. A preliminary transition plan must be submitted with each proposal. The vendor shall coordinate and cooperate with the Consolidated Management Company Foodservice staff, who are currently providing food service to ensure a smooth and orderly transition with uninterrupted food service. Upon award of contract, the vendor shall name a transition manager who shall have responsibility for transition activities. Within seven (7) days of award of contract, the vendor shall submit a final transition plan to the Sheriff for approval. The final plan shall include, but not be limited to details for conducting inventories of on-site Buffalo County owned equipment, hiring and staffing, menu plans,

and coordination activity with current operations. The Sheriff may request any additional information determined necessary to assure smooth operation of the facility.

**Termination and Renewals:**

Additional year(s) will require pricing disclosed by vendor 120 days prior to annual renewal (July 28, 2022 and yearly thereafter). Buffalo County shall have thirty (30) days thereafter to accept, counteroffer, or wholly reject proposal. If wholly rejected, this contract shall be terminated at each of yearly period with Buffalo County re-advertising. If counter-offered, vendor shall have 15 days after delivery of counteroffer to accept or reject. If counteroffer is not accepted in writing it shall be deemed rejected.

**Meal Plan Options**

Buffalo 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 Buffalo County for each meal plan option.

**BUFFALO COUNTY, NEBRASKA  
Inmate Food Service  
Signature Sheet**

<b>Name of Agency:</b>	
<b>Address:</b>	
<b>Telephone Number:</b>	<b>Fax Number:</b>
<b>E-Mail Address:</b>	<b>Federal Tax ID Number: 47-6006436</b>

<b>CHECK ONE OF THE FOLLOWING:</b>  <input type="checkbox"/> Partnership, <input type="checkbox"/> Non Profit Corporation, <input type="checkbox"/> Profit Corporation  <input type="checkbox"/> Other, Specify: _____
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<b>If awarded a contract in response to this proposal, our company:</b>  <input type="checkbox"/> Will <input type="checkbox"/> Will not <b>be able to meet the specifications as required regarding: Insurance Requirements.</b>
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<b>Signature of Authorized Signatory:</b>	<b>Title and Name of Agency:</b>
<b>Name of Authorized Signatory (Print):</b>	<b>Date:</b>

**The above individual is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.**

**How did you learn about this bid opportunity?**

**VENDOR REFERENCE INFORMATION:**

City/County Name:	Contact Name:
Inmate Population:	Contact Phone Number:
Date of Services:	Contact Address:

City/County Name:	Contact Name:
Inmate Population:	Contact Phone Number:
Date of Services:	Contact Address:

City/County Name:	Contact Name:
Inmate Population:	Contact Phone Number:
Date of Services:	Contact Address: