



**BELTON JAIL FOOD SERVICE CONTRACT
RFP #24-003**

Summary:

The Belton Police Department Jail is seeking sealed proposals for food service.

3/24/2024 NOTICE - the closing date has been extended from March 25, 2024, to April 9, 2024, at 10:00 a.m.

Sealed proposals will be received by the Administrative Lieutenant at the Belton Police Station, 7001 E 163rd Street, Belton, Missouri, 64012 until **10:00 a.m. Central Time on April 9, 2024**. At that time bidding will be closed and no late bids will be accepted. The City reserves the right to reject any and all bids, to waive any technical informalities, to negotiate with any responsive bidders or other third parties to ensure the City receives the best possible pricing, and to award the bid to the lowest and best bidder as determined by the City.

In accordance with the Missouri Sunshine Law, RSMo 610.021, the proposals will be opened on said date and time and required documents will be checked for responsiveness. On all requests and correspondence, please reference "SEALED BID" and RFP Number 24-003. Questions can be submitted to mbruegge@beltonpd.org.

Food service will begin May 1, 2024, between **VENDOR** and the City of Belton Missouri ("Belton").

WHEREAS, Belton operates a correctional facility and desires to obtain the services of **VENDOR** to provide food service for inmates at the facility; and

WHEREAS, **VENDOR** has the capability and desire to provide food service to the correctional facility in Belton according to the terms of this Agreement. The correctional facility houses at minimum 5 inmates per day and at maximum 24 inmates per day.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration the parties hereby agree as follows:

Term and Termination. The term of this Agreement shall be for a period of three (3) years effective the 1st day of May 2024, and shall expire at 11:59 p.m. on 30th of April 2027.

1. The parties hereby agree that **VENDOR** BID will consist of vendor providing two (2) meals per day for inmates Monday through Sunday. Unless inconsistent with state law, **VENDOR** agrees to provide meals that meet nationally recommended dietary allowances.
 - a. Lunch and dinner will be provided under the following guidelines: four (4) ounces of protein/ meat, one half cup of vegetables, one half cup of starch/ potato, eight (8) ounces of milk, one (1) serving of fruit, one (1) bread, one (1) dessert.
 - b. **VENDOR** further agrees to provide salt and pepper with each meal. Hot and cold foods are to be served in containers that are pre-approved by Belton.
 - c. These meals are varied hot and cold meals (see sample menu).

2. In the event special diets are required for inmates, Belton shall provide **VENDOR** as soon as practical, the dietary request specifying the special diet. The cost of said special diets shall be agreed upon by the parties and will be attached as addendums to this Agreement prior to **VENDOR** having responsibility for providing said special diets to inmates.
3. This bid shall include the cost for transporting all food from **VENDOR** facility to the correctional facility. Belton Correctional Facility agrees to contact **VENDOR** with the meal count using the cut-off times of 8: 30 a.m. for lunch and 2: 00 p. m. for dinner, Monday through Sunday. Delivery of meals will be done at 11: 00 a. m. for lunches and 4: 30 p. m. for dinners. **VENDOR** delivering food will do so through the correctional facility "sally port" doors each time.
4. **VENDOR** shall furnish Belton with a weekly menu delivered on Fridays, which is a series of carefully planned meals (see menu example below).
5. **VENDOR** agrees to provide meal tickets to the jail administrator for all meals served. All foods will be listed on the meal ticket including salt, pepper, fruit, slices of bread, and other foods of a like nature and all food exceptions to the regular diets shall be noted.
6. **VENDOR** agrees to have its food preparation facilities inspected to verify that all food preparation areas are in compliance with local and state regulations and written verification thereof shall be provided to the jail administrator at least twice annually.
7. At all times hereunder, Belton Jail shall be responsible for the disposal of all disposable containers and comply with all environmental rules and regulations.
8. This Agreement constitutes the entire Agreement of the parties and no other agreements, whether written or oral, not herein contained shall be of any force or effect.
9. This Agreement shall at all times be consistent with guidelines of the American Correctional Association Standards for Adult Detention Facilities to the extent they are not inconsistent with the laws of the State of Missouri.
10. **VENDOR** shall invoice Belton by the tenth (10th) day of each month for the meals provided to Belton in the preceding month. Within thirty (30) days of receipt of said invoice, Belton shall remit payment to **VENDOR**.
11. Warranty of Eligibility. Each party represents and warrants to the other party that the party, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U. S. C. §1320a- 7b (f) (the federal health care programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in the party or such individual

being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other party of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate this Agreement immediately for cause.

12. The parties agree that either party may cancel this contract upon ten (10) days written notice to the other party if for any reason either party fails to comply with all the provisions of this Agreement. It is the responsibility of the party alleging the breach of this Agreement that they notify the breaching party in writing of the alleged breach and the breaching party shall have five (5) days to correct the alleged breach. If the breach is not corrected by the end of said five (5) day period, this Agreement shall automatically terminate within ten (10) days thereafter. Either party may cancel this Agreement for any reason by giving the other party thirty (30) days written notice.

Sample Cold Lunch Menu:

Sandwich = 2 slices of bread and 1 piece of meat

Chips

Juice

Drink

Snack

Sample Hot Lunch or Dinner:

Entree'

Vegetable

Starch