



Nevada State Purchasing Division
Department of Administration
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Request for proposals 40DHHS-S3910

Release Date	<u>August 27, 2026</u>
Solicitation number	<u>40DHHS-S3910</u>
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Soliciting agency	<u>Nevada State Purchasing Division</u>
Contracting agency	<u>Public and Behavioral Health/Southern Nevada Adult Mental Health Services</u>
Solicitation title	<u>Food Services</u>
Deadline for submissions	<u>October 22, 2026 @ 1:00 pm</u>

For deaf and hard of hearing, call 711 and ask the relay agency to dial the single point of contact phone number above.

This request for proposals is available at nevadaepro.com as a bid solicitation.

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. **Statute and code.** All applicable [Nevada Revised Statutes \(NRS\)](#) and [Nevada Administrative Code \(NAC\)](#) documentation can be found at: www.leg.state.nv.us/law1.cfm.
- 1.2. **Single point of contact.** Vendors and their representatives shall only contact the single point of contact or use the electronic procurement system regarding this solicitation until after a notice of award (NOA) has been issued. Failure to observe this restriction may result in disqualification of a response per [NAC 333.155\(3\)](#).
- 1.3. **Ethics.** Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to [NRS 281A](#), [NRS 333.800](#), and [NAC 333.155](#).

2. PROJECT OVERVIEW

- 2.1. The Nevada State Purchasing Division, on behalf of the Public and Behavioral Health/Southern Nevada Adult Mental Health Services (SNAMHS) is seeking proposals from qualified vendors to provide food services at various facilities located in Las Vegas and Sparks, Nevada as described below and in the *scope of work* and *attachments*.
- 2.2. The State intends to award a maximum of two (2) contract(s) in conjunction with this request for proposals (RFP), as determined in the best interests of the State. SNAMHS shall administer the contract(s) resulting from this solicitation. One (1) contract may be issued if a vendor is able to provide required services to all locations.
- 2.3. The resulting contract(s) shall specify an initial contract term of four (4) years, anticipated to begin March 1, 2027 and expire February 28, 2031 subject to Board of Examiners (BOE) approval, with an option to renew for two one (1) year extensions, if agreed upon by vendor(s) and in the best interest of the State.
- 2.4. **Contracting agency background**
 - 2.4.1. The agency is responsible for ensuring that patients at Desert Regional Center, Northern Nevada Adult Mental Health Services, Lake's Crossing Center, Southern Nevada Adult Mental Health Services and both the Northern and Southern Nevada Department of Child and Family Services receive three (3) meals a day in accordance with NAC 449.147.
 - 2.4.2. The Nevada Division of Public and Behavioral Health (DPBH) is part of the Department of Human Services, under the Executive Branch of the State of Nevada.
 - 2.4.3. The mission of DPBH is to protect, promote, and improve the physical and behavioral health and safety of all people in Nevada, equitably and regardless of circumstances, so they can live their safest, longest, healthiest, and happiest life.
 - 2.4.4. The DPBH establishes and develops relationships with community partners, including collaborating on resources that will improve public health and behavioral outcomes for all communities within Nevada.
- 2.5. **Restrictions**
 - 2.5.1. Any Agreements, written or oral, between Vendor and parties other than Agencies, listed in this RFP/resultant contract where such Agreements involve Vendor personnel assigned the Agencies account, is prohibited without the express written consent of Agencies.
 - 2.5.2. Any use of kitchen facilities by Vendor for purposes other than those pursuant to the resultant contract is prohibited with the express written consent of Agencies.
 - 2.5.3. Vendor shall not purchase, store, or dispense any alcoholic beverages, drugs, or other controlled substances on the premises.
 - 2.5.4. Vendor will ensure that all information concerning clients of the DPBH, Psychosocial Rehabilitation Programs, and other State agencies that are serviced or employed by Vendor is confidential and access is limited to persons specifically authorized by the individual or a legally qualified representative.
- 2.6. **Goals and objectives**
 - 2.6.1. Provide nutritionally adequate and attractive meals adapted to meet the needs and preferences of individuals in residence at locations listed in *Service Locations* (hereafter known collectively as AGENCIES).
 - 2.6.2. Provide a variety of meal options, offer highly palatable and nutritious food, sufficiently varied and at the proper temperature to assure maximum nutritional support.
 - 2.6.3. Contracted vendor shall be capable of performing the duties contained herein with minimum involvement of AGENCIES, provided efficiently and at a reasonable cost to the agency.

3. LOCATION DETAILS

- 3.1. SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES (SNAMHS) Kitchen
6161 West Charleston Blvd., Building 4
Las Vegas, NV 89146
 - 3.1.1. Kitchen Equipment Inventory (see attachments)
 - 3.1.2. Approximate Kitchen Size
 - A. Food Service Center, Building 4 – 3,400 square feet
 - B. Food Service Center Storage, Building 5 – 1,458 square feet
- 3.2. Division of Public and Behavior Health (DPBH)/SNAMHS
 - 3.2.1. Menu Contact: Kristy Rivera, Dietitian, krrivera@health.nv.gov
 - 3.2.2. Billing Contact: SNAMHSAP@health.nv.gov
 - 3.2.3. Average Meals Per Day: 600
 - 3.2.4. Average Snacks Per Day: 600
 - 3.2.5. Nutritional Issues: None
 - 3.2.6. Service Locations:
 - A. Rawson Neal Psychiatric Hospital
1650 Community College Drive
Las Vegas, NV 89145
 - B. Muri Stein Hospital
6161 W. Charleston Blvd., Building 3
Las Vegas, NV 89146
 - C. Building 3A
6161 W. Charleston Blvd., Bldg. 3A
Las Vegas, NV 89146
- 3.3. AGING AND DISABILITIES DIVISION (ADSD)
 - 3.3.1. Menu Contact: Steven Higginson, Director of Nursing Services shigginson@adsd.nv.gov
 - 3.3.2. Billing Contact: Margaret Klenk MargaretKlenk@adsd.nv.gov or Christine Cochran CCochran@adsd.nv.gov
 - 3.3.3. Average Meals Per Day: 85
 - 3.3.4. Nutritional Issues:
 - A. PKU, Bite Size (15g/ protein per day)
 - B. Soft and Bite Sized
 - C. Regular Tray
 - D. Regular High Fiber Lactose Free Diet: 1800 Kcal, Lactose Free, Bite Size
 - 1. Renal Diet: 80 gm Protein, Bite Size (in portion cups)
 - 2. Regular, Bite Size: 1500 Kcal, 3 Carbohydrates, 3 Proteins (in portion cups)
 - 3. 1800 Kcal: Bite Size, Low Fat
 - 4. 2400 Kcal: Bite Size, +2 ounces extra protein
 - 5. 2400 Kcal: Bite Size High Fiber, minced and moist
 - 3.3.5. Service Location:
 - A. Desert Regional Center (DRC)
1391 South Jones Blvd.
Las Vegas, NV 89145
- 3.4. DIVISION OF CHILD AND FAMILY SERVICES (DCFS) / SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES (SNCAS)
 - 3.4.1. Menu Contact: Justin Stevens, Registered Dietitian, j.stevens@dcfs.nv.gov
 - 3.4.2. Billing Contact: Accounts Payable ap@dcfs.nv.gov
 - 3.4.3. Average Meals Per Day: 96
 - 3.4.4. Nutritional Issues:
 - A. National School Lunch Program compliant, Kid Friendly Menu (Ages 7-17)
 - 3.4.5. Service Location:
 - A. Desert Willow Treatment Center
6171 West Charleston Boulevard, Building 17
Las Vegas, NV 89146

- 3.5. NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES (NNAMHS) Kitchen
480 Galletti Way, Building 26
Sparks, NV 89431
 - 3.5.1. Kitchen Equipment Inventory – see attachments
 - 3.5.2. Approximate Kitchen Size:
 - A. Food Service Center, Building 25 – 4,254 square feet
- 3.6. DPBH/NNAMHS
 - 3.6.1. Menu Contact: Joel Paniagua, Registered Dietitian, jpaniagua@health.nv.gov
 - 3.6.2. Billing Contact: Amanda McMasters amcmasters@health.nv.gov
 - 3.6.3. Average Meals Per Day: 315
 - 3.6.4. Average Snacks Per Day: 315
 - 3.6.5. Nutritional Issues: None
 - 3.6.6. Service Locations:
 - A. Dini-Townsend Hospital
480 Galletti Way
Sparks, NV 89431
 - B. Lake's Crossing Center
500 Galletti Way
Sparks, NV 89431
- 3.7. DCFS/PSYCHIATRIC RESIDENTIAL TREATMENT FACILITY (PRTF) NORTH
 - 3.7.1. Menu Contact: Bonnie Vogler, Registered Dietitian, bvogler@dcfs.nv.gov or Renee Polley rpolley@dcfs.nv.gov
 - 3.7.2. Billing Contact: Rick Rasier, rrasier@dcfs.nv.gov or FiscalAP@dcfs.nv.gov
 - 3.7.3. Average Meals Per Day: 48
 - 3.7.4. Nutritional Issues:
 - A. National School Lunch, Breakfast, and Afterschool Snack Program compliant, Teen-Friendly Menu (Ages 12-17)
 - 3.7.5. Service Location:
 - A. Northern Nevada Psychiatric Residential Treatment Facility
480 Galletti Way 8A & 8N
Sparks, NV 8943
- 4. **SCOPE OF WORK**
 - 4.1. MEALS AND REQUIREMENTS
 - 4.1.1. Prepare and distribute three (3) meals (breakfast, lunch, and dinner) per day each day of the year.
 - A. SNAMHS and NNAMHS also provide three (3) snacks daily.
 - B. The number of meals indicated in the RFP is estimated on current and historical information available at the time the RFP was developed.
 - 1. However, fluctuations in funding, census program evolution, and other factors affect the actual number of meals served.
 - 2. There is no way to guarantee that the estimated number of meals will not increase or decrease during the term of the contract.
 - 3. SNAMHS expects to add an additional 164,700 meals when the Southern Nevada Forensic Facility opens, currently scheduled for August 2029. The main kitchen for the Southern Nevada campus will be moved to the new facility.
 - 4.1.2. Provide an annual total of: (Based on FY2024 budget meal counts.)
 - A. Approximately 445,000 meals shall be served.
 - B. Approximately 2,400 meals shall be provided as bag meals.
 - C. Approximately 445,000 meals shall be provided as snacks.
 - D. In the event of a new, additional program, totals may change and may affect pricing tiers.
 - E. Compliance with the National School Breakfast, Lunch, and Afterschool Snack Program requirements for PRTF North and SNCAS.

- 4.1.3. Provide raw food for snacks.
 - A. It is estimated \$30,000.00 (current cost) of raw food for snacks may be ordered annually, with a maximum 5% added to raw food cost for a total estimated at \$31,500.00.
- 4.1.4. Dietary Requirements
 - A. Examples of current diets in use reflect the need to accommodate clients with psychiatric disorders, behavioral issues, or intellectual disabilities.
 - B. Food aversions, food allergies, and food intolerances need to be considered, and diets ordered for food hypersensitivities are common in this population.
 - C. SNAMHS follows the International Dysphagia Diet Standardization Initiative (IDDSI) Food and Drink Classification System.
 - D. Texture modifications include Easy to Chew, Soft & Bite Sized, Minced & Moist, and Puree foods.
 - 1. These modifications may also be personalized to promote adequate nutrition and intake.
 - 2. Thickened liquids may also be ordered.
 - E. Other therapeutic diets include but are not limited to Consistent Carbohydrate, Low Salt, High Fiber, Gluten Free, Renal, and any other medically necessary physician- or dietitian-ordered diet.
 - F. Vegetarian, Vegan, and Kosher diets are offered to accommodate cultural and ethnic preferences.
- 4.1.5. Vendor shall perform the following tasks for all locations listed above in *Section 3.0 Location Details*.
 - A. Menu planning and menu adjustments as requested by Agency Dietitians;
 - B. Purchasing;
 - C. Food production;
 - D. Meal distribution;
 - E. Quality control and assurance; performance improvement and documentation to include surveys of Agency clients and staff on food preferences and concerns prior to all menu revisions;
 - F. Staff training;
 - G. Pest Control of the central kitchen and any food storage areas;
 - H. Inventory maintenance;
 - I. Fiscal management;
 - J. Personnel services, including hiring, completion of medical clearance prior to starting to work, disciplinary actions, terminations, supervision, and management;
 - K. Daily cleanup of food receiving, storage, preparation, dish and pot washing, garbage disposal, and dumpster areas;
 - L. Maintenance and repair of all kitchen areas used by Vendor pursuant to this Agreement; and
 - M. Maintenance, repair, and replacement of all equipment and fixtures used by Vendor pursuant to this agreement;
 - N. In the event of a natural disaster, Vendor should be responsible for providing a minimum of 96 hours of meals for both clients and staff.
 - 1. In addition, four (4) liters of potable water per day for 96 hours should also be provided to clients and staff.
- 4.2. Reporting
 - 4.2.1. Awarded vendor will work with AGENCIES to determine format and frequency of the reporting requirements.
 - 4.2.2. Vendor should have an accounting period that is compatible with the State fiscal year (July 1 through June 30).
 - 4.2.3. Statements shall include expenses related to the following:
 - A. Number of meals and snacks served by date, meal, unit, and cost per meal.
 - B. Raw food costs; and
 - C. Equipment maintenance.
 - 4.2.4. Books of accounts on all operations shall be provided with appropriate supporting data, maintained in an accurate, complete manner according to accepted standards of accounting, and reflecting Vendor operations at Agencies.
 - 4.2.5. Vendor shall make books of accounts and supporting documentation available during regular business hours for inspection, reproduction, and audit by Agencies with a minimum of five (5) days' notice at all reasonable times and shall retain all records, data, and documents at a mutually agreed-upon location for a period of at least five (5) years after the expiration of the contract, or subsequent renewals, or as long as required for the resolution of issues raised by an audit.
 - 4.2.6. Special reports covering Vendor operations may be required by Agencies and various federal or state agencies from time to time.
 - 4.2.7. Statements and reports furnished to Agencies shall routinely be made available to relevant governing bodies and advisory committees.
- 4.3. Inspections

- 4.3.1. Agencies shall reserve the right, but shall have no affirmative obligation, to have a registered dietitian and/or designated representative review, inspect, and evaluate operation and condition of food service facilities at any time with respect to quantity and quality of food served, methods of service, food costs, hours of meal service, and generally with respect to safety, sanitation, and maintenance of facilities and equipment; all of which shall be maintained at levels satisfactory to Agencies.
 - A. Any discrepancies found shall be corrected by Vendor to State and federal guidelines within one (1) workday to ensure the error is correct.
- 4.3.2. Agencies shall reserve the right to make reasonable regulations, from time to time, with respect to these matters.
- 4.3.3. Vendor shall comply with all current federal, State and local health and sanitation regulations, including any which may become effective during the contract period.
- 4.3.4. Vendor shall keep on file at each facility, written reports of inspections by federal, State, and local authorities, as well as internal reviews with notations made of actions taken by Vendor to comply with recommendations and requirements.
 - A. All inspection reports, including corrective actions, shall be provided to Agencies.
- 4.3.5. Vendor shall be responsible for submission of all surveys and reviews during the contract period, including but not limited to:
 - A. Bureau of Licensure and Certification (BLC),
 - B. Joint Commission,
 - C. Medicaid,
 - D. Health Care Finance Administration (HCFA),
 - E. Hazard Analysis Critical Control Points (HACCP),
 - F. Health Insurance Portability and Accountability Act (HIPAA),
 - G. Occupational Safety and Health Administration (OSHA),
 - H. Nevada Department of Agriculture, and
 - I. Washoe and Clark County Health Departments.
- 4.3.6. Vendor shall be responsible for payment of monetary sanctions levied by regulatory agencies for deficiencies related to Vendor responsibility as defined herein.
- 4.3.7. Agencies shall reserve the right, but shall have no affirmative obligation, to have designated representatives for Agencies and Division of Public and Behavioral Health review, inspect, and evaluate operation and condition of food service facilities at any time with respect to quantity and quality of food served, methods of service, food costs, hours of meal service, and generally with respect to safety, sanitation, and maintenance of the facilities and equipment, all of which shall be maintained at levels satisfactory to Agencies.
- 4.3.8. Any discrepancies found shall be corrected or a plan of correction shall be submitted to Agencies by Vendor to State or federal guidelines within one (1) working day, or as soon as practicable.
- 4.3.9. Vendor shall comply with all current federal, State and local health and sanitation regulations, including any that may become effective during the contract term.
- 4.4. Existing Inventory
 - 4.4.1. Prior to starting, the awarded Vendor and Agencies shall jointly participate in a walk-through inspection of each facility to inventory and record the quantity and condition of dishes, trays, bulk containers, pots, pans, cooking utensils, silverware, linen, food service equipment, fixtures, and the physical location owned by the State of Nevada, at both the commencement and termination of the contract.
 - A. A copy of the inspections shall be provided to both parties.
 - 4.4.2. Vendor may utilize such inspection and inventory reports in the performance of this contract.
 - 4.4.3. Repair or replacement of items identified in the inspection reports shall be addressed one (1) week after receipt of the notification at Vendor's expense.
 - 4.4.4. At contract termination, Vendor shall relinquish to Agencies' Business Manager or designee the inventories of Agencies, replenished to initial levels and return kitchen and physical plant, except for normal wear and tear, to the same condition as at the commencement of the contract.
- 4.5. Supervision
 - 4.5.1. Vendor should have management and/or supervisory personnel on site during all hours of service which are seven (7) days a week, including holidays and weekend from 4:30 a.m. to 6:00 p.m.
 - 4.5.2. Supervisors shall be required to provide the following services:
 - A. Keep food storage, preparation, and serving areas in a safe and sanitary condition;
 - B. Ensure meals are prepared in accordance with published menus with allowed snacks between meals;
 - C. Ensure that adequate food is available;
 - D. Be available to respond to issues raised by Agencies or other consumer agencies;
 - E. Supervise assigned food service employees;

- F. Ensure appropriate safe and sanitary measures are being followed;
 - G. Ensure adherence to performance improvement programs;
 - H. Ensure adherence to specialized diet requirements, individualized patient plans, and portion control; and
 - I. Maintain food service production record documentation.
- 4.6. Personnel Requirements
- 4.6.1. Vendor should maintain adequate staff to provide high quality food service, administrative support, dietetic consulting, food purchasing, safe and sanitary kitchen operations, as well as meal supervisor.
 - A. All Vendor personnel shall be ServSafe Food Handler certified.
 - B. Food Service Management Personnel shall be ServSafe Food Manager Certified.
 - 4.6.2. Vendor shall comply with the following:
 - A. Vendor personnel shall be subject to a standard of conduct not less than that provided by Agencies' regulations regarding work-related behavior and use of Agencies' facilities; and
 - B. The State is an Equal Opportunity Employer and complies with all applicable provisions of Federal law governing affirmative action and the Americans with Disabilities Act (ADA). Vendor shall also comply with ADA.
 - 4.6.3. Vendor will not discriminate against clients of DPBH seeking employment with Vendor.
 - 4.6.4. Vendor may screen, interview, or otherwise consider for employment all employees of the previous Vendor, if applicable.
 - 4.6.5. Vendor employees whose work or conduct is not consistent with State prohibitions and penalties, upon written notification by Agencies, shall be removed from any work assignment and replaced.
 - 4.6.6. Vendor shall indemnify Agencies against all liability, hold Agencies harmless from all liability, and hold Agencies harmless from all losses arising out of Agencies' exercise of its right hereunder to request and obtain removal of any such Vendor employee.
 - 4.6.7. Vendor personnel shall be subject to State policy to provide a safe, secure, and productive work environment.
 - 4.6.8. Vendor personnel and workplace shall be free from alcohol, illegal drugs, and other controlled substances. Weapons are prohibited.
 - 4.6.9. Vendor shall be responsible for all salaries, wages, withholdings, and employee benefits payable to, or on behalf of, Vendor employees.
 - 4.6.10. All employees shall be employed by Vendor in its own name, and Vendor shall hold Agencies harmless from any and all claims, demands, or liability on account of such employment by Vendor.
 - 4.6.11. Vendor on-site management shall have experience in thermal tray, bulk, and other food service delivery systems.
 - 4.6.12. Vendor on-site management will actively serve on Agencies' Infectious Control Committees, Accreditation Leadership/Performance Improvement and Safety Committees, and Environment of Care Committees, and will participate in implementation of recommendations made by these committees.
 - 4.6.13. Vendor on-site management shall participate with facility dietitians in health inspections and regulatory surveys.
 - 4.6.14. Vendor on-site management personnel resumes shall be made available to Agencies upon request.
 - 4.6.15. Vendor on-site management shall include a full-time Food Service Director who is credentialed as a Certified Dietary Manager and certified as a Food Protection Manager.
 - A. On-site management shall also include a full-time Executive Chef with previous experience as an Executive Chef or Sous Chef, a full-time Registered Dietitian or Dietetic Technician, Registered, and full-time Sous Chef.
 - B. A Dining or Patient Services Manager will be required to be available at Rawson Neal Hospital during meal service times to facilitate cafeteria dining.
 - 4.6.16. An orientation meeting shall be held by Vendor with all non-management employees prior to start of services.
 - 4.6.17. All staff shall be instructed by Vendor management, and documentation maintained for monthly in-service training to ensure the following policies and procedures are followed:
 - A. Food preparation methods, timing, and temperature documentation;
 - B. Pan types and sizes;
 - C. Portion control;
 - D. Dress (uniform) and name badge;
 - E. Personal habits;
 - F. Cleaning and sanitary procedures, with documentation of dishwashing/rinse temperatures, daily, weekly, and monthly cleaning schedules;
 - G. Responsibilities and duties;
 - H. Energy conservation;
 - I. Safe operation and maintenance of equipment;
 - J. Therapeutic diets, menu compliance, and documentation of substitutions;
 - K. Patient food allergies and appropriate nutritionally similar substitutes;
 - L. Disaster and Fire Plan for each facility site;
 - M. Required food temperatures;
 - N. Emergency menu substitution to maintain meal schedules in the event of staff or equipment failure;

- O. Implementation of Performance Improvement Plan (Quality Control); and
 - P. Other topics as requested by Agencies.
- 4.6.18. Employees shall be polite and diplomatic in enforcing Vendor's and Agencies' regulations.
- 4.6.19. Housekeeping and sanitation programs shall meet and be maintained within the State standards of cleanliness.
- 4.6.20. Employees shall be instructed in and shall practice proper hygiene, safe food service, HACCP process, and Health Insurance Portability and Accountability Act (HIPAA) regulations as mandated.
- 4.7. Special Personnel Requirements
- 4.7.1. Vendor shall initiate and provide the Agencies with the following information for all prospective food delivery and snack delivery drivers prior to any assignment:
- A. Driver's license check
 - 1. Eight (8) or more demerits shall be considered unacceptable for employment as a driver.
 - 2. Drivers shall have a valid Nevada Driver's License for appropriate class of vehicle.
 - B. Background checks, fingerprinting, and police checks through the State of Nevada Criminal History Repository must be obtained at Vendor's or prospective employee's expense.
 - 1. Background checks shall include information from previous employers as part of the reference process regarding honesty and treatment of customers.
 - 2. Any history of theft and/or mistreatment of customers shall be considered unacceptable for employment.
 - 3. Prospective drivers shall be required by Vendor to sign the necessary release form for verification of employee background.
- 4.7.2. Vendor shall comply with all security policies and procedures at each agency.
- 4.7.3. Vendor shall meet the following minimum requirements:
- A. Vendor employees will be medically cleared prior to employment.
 - B. Pre-employment physical and subsequent annual physicals shall include at a minimum:
 - 1. Physical examination and statement from physician certifying the employee is free of communicable disease; and
 - 2. Two-Step Purified Protein Derivative (PPD) skin test for tuberculosis (pre-employment physical); One-Step PPD (annual physical);
 - 3. The results of the pre-employment physical and annual physical shall be on file at the facility.
 - 4. Results of pre-employment physical and laboratory results shall be reviewed by the APRN-Employee Health or designee from Agencies for compliance and documentation.
- 4.8. Food Production – Minimum Standards
- 4.8.1. Service excellence through programs of standardized preparation, serving, and cleaning are to be maintained. The following minimum standards shall apply:
- A. All food shall be garnished, if practical;
 - B. Service lines will be well stocked throughout the entire service period, with the last participant offered the same food quantity and quality as the first;
 - C. All participants at point of service shall receive all hot foods at 140 degrees F or above, and all cold foods at 40 degrees F or below;
 - D. The same level of quality ingredients must be maintained throughout Vendor's operation. Product changes must be brought to the attention of Agencies' Dietitians.
- 4.8.2. At point of service, temperatures should be maintained for hot food at a minimum of 140 degrees F or above, and cold food at 40 degrees F or below.
- 4.8.3. Food temperatures, date, and time shall be recorded daily, both when food leaves production area and upon food service to client or consumer.
- 4.8.4. Food production and order records shall be maintained to ensure correct ordering of fresh food products, frozen, dried, as well as other packages and processed food products.
- 4.8.5. Food items shall be displayed and garnished for maximum visual appeal.
- 4.8.6. Menu items shall be prepared only from standardized recipes.
- 4.8.7. A master copy of the menu shall be kept on file in a printed format for posting accessible to Agencies.
- 4.8.8. Standardized records shall prescribe quantity to be prepared in compliance with established portion control procedures.
- 4.8.9. Food shall be prepared by methods that conserve maximum nutritive value, flavor, and color.
- 4.8.10. A quality assurance tray checker must be available at all tray lines to ensure accurate and correct trays are served.
- 4.8.11. Utilize resources effectively by portion control, proper preparation, and reducing waste.
- 4.8.12. Constantly maintain clean, neat, sanitary, safe, orderly work environment, and food service areas. Condiment containers and kitchen equipment must be cleaned daily, weekly, or as required in accordance with the State regulations and assigned cleaning schedules by Vendor.

- 4.8.13. A specific cleaning schedule, available for viewing by Agencies' staff, shall be developed according to Vendor standards and shall be approved prior to posting by Agencies' staff, posted, maintained, and verified by Vendor.
- 4.8.14. At all times, Vendor will ensure employees maintain a high degree of personal cleanliness, hygiene, proper attire, and hair restraints.
- 4.8.15. Vendor shall comply with requirements of National School Lunch, Breakfast, and Afterschool Snack Program regulations 7-CFR-210 and 7-CFR-220 to receive funding from the Nevada Department of Agriculture.
- 4.8.16. Develop and maintain written policy and procedure statements which are relative to food production and sanitation and submit same to Agencies for review and approval within 90 days of contract inception.
- 4.8.17. As deemed necessary by Agencies, provide the following at Vendor's expense:
 - A. Drinking straws and/or paper cups;
 - B. Tray liners;
 - C. Sturdy, disposable plastic eating utensils;
 - D. Napkins and other paper products;
 - E. Salt or salt substitute; and
 - F. Pepper, sugar, ketchup, mustard, mayonnaise, syrup, jelly, sauces, crackers, and all other condiments normally served with meals or deemed necessary, including alternatives for therapeutic diets.
- 4.8.18. Food service includes regular, texture modified, and therapeutic diets for individual trays, cooked bulk meals, sack lunches, sack snacks (for clients admitted in early evening or overnight), prepared snacks, and raw food snack items.
 - A. Substitutions are to be provided addressing allergies and intolerances at no additional charge.
 - B. Holiday or special event meals are to be planned one (1) month in advance with Agencies' Dietitians and will include but is not limited to New Year's Day, Chinese New Year, Valentine's Day, St. Patrick's Day, Passover, Easter, Cinco de Mayo, Memorial Day, Independence Day, Mother/Father's Day, Halloween, Thanksgiving, Hanukkah, Christmas Eve, Christmas Day, Kwanzaa, and New Year's Eve. June, July and August will include a monthly barbeque.
- 4.8.19. Prepare all meals under this contract at Agencies-owned kitchen facility.
 - A. Vendor may not use Agencies-owned kitchen facility to provide service to outside facilities without prior written approval from Agencies.
 - B. If approved, reimbursement for meals provided for outside facilities will be calculated on the percentage of the outside-facility meals to the total number of meals provided from the Agencies-owned kitchen facility.
 - C. The percentage will be applied to the contract rate to obtain the rate of reimbursement.
 1. Number of meals served to outside facilities divided by total meals served equals percentage.
 2. Rate-per-meal times percentage equals reimbursement rate per meal served to outside facilities.
- 4.9. Food and Supplies Specification
 - 4.9.1. All food and supplies purchased shall be in conformance with all minimum standards of federal and State specifications not otherwise stated herein.
 - 4.9.2. Agencies shall periodically or at their discretion inspect Vendor's inventory of food and supplies to determine food standards are being maintained.
 - 4.9.3. All cuts of meat must meet United States Department of Agriculture (USDA) specifications. Indicated grades are intended as minimum standards only. Vendor is encouraged to exceed these minimums whenever possible.
 - A. Beef: USDA Choice or better when served as a whole meat item - USDA Good or better when used in stews; 15-18% maximum fat content in ground beef products;
 - B. Chicken, veal fish, pork and beef patties may contain no more than 30% vegetable protein (soy flour) and shall be limited to once or twice per week;
 - C. Other meat or protein sources must satisfy all or part of the meat/meat alternate requirements of the National School Lunch Program, the Afterschool Snack Program, and School Breakfast Program;
 - D. Veal and Lamb: USDA Choice and inspected; and
 - E. Pork and Poultry; USDA Grade A and inspected.
 - 4.9.4. Eggs and Dairy Products: USDA Grade A.
 - A. Pasteurized, natural, non-processed cheeses shall be served whenever possible.
 - B. Milk alternatives for lactose intolerance or personal preference shall contain protein, calcium, and Vitamin D comparable to cow's milk.
 - 4.9.5. Frozen Foods: USDA Grade A.
 - 4.9.6. Fresh Produce: U.S. Number 1 Quality.
 - 4.9.7. Canned Foods:
 - A. Grade A Fancy (except Choice) may be used for cooking purposes.
 - B. Fruit shall be juice pack or in light syrup.

- 4.9.8. Mayonnaise, equivalent to real mayonnaise, light or low-fat mayonnaise as required. Salad dressings may also include low or fat-free upon request.
- 4.9.9. All other food items shall be comparable quality and specifications.
- 4.9.10. Vendor shall maintain compliance with the current edition of the FDA Food Code throughout the entire process of purchasing, receiving, storage, and inventory of all foods, as well as direct supplies related to food production, service, and management applicable to this contract.
- 4.9.11. Food shall be stored according to the following:
- Dry storage, 50 degrees F to 70 degrees F;
 - Refrigerated storage, 40 degrees F or lower; and
 - Freezer storage, 0 degrees F or lower.
- 4.9.12. Hot, cold and dry food storage temperatures shall be recorded at least daily and made available to Agencies upon request.
- 4.9.13. Vendor shall maintain a file of manufacturer specifications for:
- Convenience food items and pre-packaged mixes served at breakfast, lunch, and dinner;
 - Nutritional content of snack foods and sack lunch meals, i.e., calories, grams of protein, fat, carbohydrates, and other pertinent information; and
 - Menu must meet food component and nutrient requirements of the National School Lunch, School Breakfast, and the Afterschool Snack Programs.
- 4.9.14. Agencies and consumer agencies shall receive credit or exchange for any food at Agencies that exceeds an expiration date, and for foods that spoil or are stale prior to expiration date, such as pre-packaged cereals, chips and snacks, dairy and milk products, nutritional supplements, fresh fruit, and other food supplies.
- Agencies will also receive a credit when incorrect meals are sent, including but not limited to incorrect food texture, meals missing items, etc.
 - This does not include nutritionally similar substitutions due to supply and delivery issues.
- 4.9.15. Both the NNAMHS and SNAMHS main kitchens must maintain, as part of their standard inventory, two (2) frozen meals each of Kosher, Gluten-Free, and Vegan meals.
- 4.10. Meal Planning – Minimum Standards
- 4.10.1. Provide proposed bi-annual cycle menus (no less than 28-day cycles) to Agencies for review at least two (2) months prior to serving dates.
- Menus must be approved by the Agencies' Dietician prior to serving dates.
 - The following schedule shall apply (beginning serving dates).

<i>Season</i>	<i>Serve Date</i>	<i>Menu Date</i>
Fall/Winter	October 1	September 1
Spring/Summer	April 1	March 1

- 4.10.2. Menus shall include a computer nutritional analysis of regular and therapeutic diets that meets requirements reviewed and approved by Agencies' Dietitians.
- Menus shall also meet adapted requirements as determined by the Agencies' Dietitians and include a computer nutritional analysis or equivalent of regular and therapeutic diets that meet requirements of Dietary Guidelines for Americans 2025-2030, or as updated, and the USDA food guidance systems.
- 4.10.3. Menu substitutions of similar nutritional and caloric value shall be submitted to Agencies for approval prior to serving.
- In the case of emergency situations, only like items will be accepted.
 - Example: meat for meat, green vegetable for green vegetable.
 - Notification of emergency changes must be made within three (3) days of the change.
- 4.10.4. A written policy statement and procedure related to menu substitutions shall be developed by Vendor and approved by Agencies within three (3) months of contract start.
- 4.10.5. Menus must be planned by a registered dietitian employed or contracted by Vendor and must meet nutritional requirements as recommended by dietary allowances of the Food and Nutrition Board of the National Research Council, National Academy of Sciences, Dietary Guidelines for Americans 2025-2030 or as updated, NSLP, and SBP.
- The Food Service Director and/or Executive Chef can provide menu planning assistance and input.
- 4.10.6. Generally, total available calories shall be distributed in the following manner: 15-20% protein, 25-30% fat, and 55-60% carbohydrates for a regular diet plan.
- Regular and modified diets will include a minimum of 25-35 g fiber each day, emphasizing complex whole food fiber and carbohydrate sources, including fresh fruit, vegetables, beans, lentils, corn, and whole grains.

- B. All diet orders will provide less than 300 mg cholesterol and less than 3500 mg sodium per day.
 - C. Cholesterol levels range from 300-500 mg for DWTC.
 - D. All breakfast meals must contain at least one (1) serving of whole fruit.
 - E. All lunch and dinner meals must contain at least one (1) fruit and two (2) vegetable components.
 - F. Vendor will provide calorie specific menus based on diet orders as needed.
 - G. Exceptions may be requested on a regular basis and may include therapeutic diets requiring less or more protein, fat, and carbohydrates.
- 4.10.7. An approved Diet Manual of Clinical Nutrition shall be created by Vendor and approved by Agencies' medical staff and Dietitians, which shall be used as a guide in planning all regular and therapeutic diets.
- A. A copy of this manual shall be kept in each kitchen or Vendor office.
 - 1. Proposing vendors are to provide a sample Diet Manual when submitting their proposal.
 - B. It is preferred that the Academy of Nutrition and Dietetics Nutrition Care Manual and food exchange lists are used for meal planning.
 - 1. The manual must be purchased by the Vendor and available to all staff.
 - C. Therapeutic diets shall meet medical and clinical needs, preferences, culture, allergies, intolerances, and ethnic characteristics of patient and consumer as prescribed by medical staff or Interdisciplinary Team.
 - D. Therapeutic diets may require increased amounts of food over regular diet plans.
 - 1. Increased food as a result of high caloric meals is canceled out by low caloric meals and shall not be an added charge.
- 4.10.8. Services shall be defined as the size listed as one (1) exchange as defined by the American Diabetes Association.
- A. The minimum caloric level for a regular diet of three (3) meals and snacks shall be at least 2,700 calories.
 - B. Menu items shall include the following weekly requirements:
 - 1. At least four (4) different fresh fruits, and five (5) different fresh vegetables. Fresh vegetables must be more substantial than shredded lettuce;
 - 2. Dark green or orange fruit or vegetables offered at least every other day; and
 - 3. Three (3) servings of cooked legumes.
- 4.10.9. Menu items shall include the following minimum servings of food daily:
- A. 9 ounces of cooked meat/meat alternatives;
 - B. 6 servings of fruits - minimum of two (2) fresh daily, and four (4) servings of vegetables representing all the vegetable subgroups in the recommended weekly servings as described in the current Dietary Guidelines;
 - C. 9 servings of whole grain or whole-grain rich bread/cereals;
 - D. 3-8 ounces of milk, milk substitute, or alternative; and
 - E. 8 ounces decaffeinated coffee at NNAMHS and SNAMHS.
 - F. Agencies, on occasion, may require an individualized modified diet.
 - 1. These diets are utilized for those that are at high nutritional risk or require a specialized medical diet.
- 4.10.10. Special menu items shall be planned for holidays and special occasions, themed events, and create-a-meal(s) (prior approved and planned) once a month for all Agencies' clients.
- A. Vendor shall provide a catering menu and pricing for facilities to utilize to order special items for client holidays, special occasions, themed events, and special non-client events (prior approved and planned).
- 4.10.11. Decorated individual cupcakes with enough to serve all Agencies' patients on the unit, Lakes Crossing Center, and Stein long-term unit(s), specific patients as identified shall be provided on a determined day of each month at no additional charge.
- 4.10.12. Menu ingredients and preparation methods shall vary on an annual or seasonal basis, e.g., the fall menu should not be totally repeated the following fall.
- 4.10.13. Menus shall include approved sack meals. Therapeutic sack meal will be provided by Vendor and approved by Agencies' Dietitian.
- 4.10.14. Menu items shall include at least six (6) fresh fruits and four (4) fresh vegetable items which are more substantial than shredded lettuce per week, exclusive of bag meals.
- 4.10.15. Menus shall provide a variety and compatible combination of colors, temperatures, and textures; including soft, creamy, crisp, chewy, and firm foods.
- A. Foods high in fiber, such as whole grain breads and cereals, shall be included in the menu.
 - B. Standard foods used for medical purposes such as prune juice, Instant Carnation Breakfast, All-Bran or bran flakes, broth, Gatorade, and high calorie supplementation, will be readily available.
- 4.10.16. Vendor shall complete USDA seven (7)-day certification worksheets for four (4)-week cycle menus for all locations to ensure that all meal components are met when the menu is submitted for review.
- 4.10.17. Vendor should provide food labels on any new products when menus are submitted for review.
- 4.11. Distribution

- 4.11.1. Vendor should provide and maintain in good condition an insulated tray system, and/or provide insulated bulk container delivery services to Agencies.
- 4.11.2. Vendor should either call or obtain census from delivery sites each day at 4:30 a.m. to determine breakfast order; 8:00 a.m. to determine lunch order; and 1:00 p.m. to determine dinner order. Vendor shall ensure that diet orders and tray labels are reconciled prior to each meal and snack service.
- 4.11.3. Vendor shall deliver meals and snacks to food service sites listed in *Section 3 Location Details* within agreed upon time frames and designated day(s). Vendor shall obtain any required signature(s) verifying delivery time and meal counts for each meal or snack.
- 4.11.4. Written procedures for packaging and transporting food from kitchen to meal site shall be developed by Vendor and approved by Agencies within 90 days of contract start.
- 4.11.5. Delivery times should be established by consumer agencies to interact with program requirements for each facility.
 - A. Changes to the delivery schedule shall be agreed upon, in writing, by Vendor, consumer agencies, and the Agencies' Dietitians within 30 days of contract start or change.
- 4.11.6. A listing of available raw bulk snacks shall be negotiated by Vendor and Agencies. The listing, in agreed-upon format, shall be provided to each consumer agency for the purpose of placing weekly orders.
 - A. Raw bulk snacks shall be delivered weekly to various food service sites.
 - B. Order shall be submitted to Vendor two (2) days in advance of deliveries for the following week.
- 4.11.7. Ensure meals, trays, and food/beverage containers are adequately provided, identified, and assembled so each patient receives the appropriate diet, meal, and beverage at temperatures required by regulation. All clients are to have an individually labeled tray with their name, diet order, food allergies (if applicable), and unit.
- 4.11.8. SNAMHS and NNAMHS clientele receive three (3) snacks daily in addition to meals.
 - A. Vendor shall deliver snack items each day in accordance with the posted agency snack menu.
 - B. Snacks provided to patients on a therapeutic diet must meet that diet's nutritional guidelines.
 - C. Any snack that deviates from the regular snack menu must have a label with the patient's name, unit, and diet order.
- 4.11.9. Rawson Neal Hospital (SNAMHS) has a support kitchen located in the hospital, and three (3) food service workers shall be scheduled there for all three meals to serve clients who dine in the cafeteria while delivering meals to those dining in the units.
- 4.12. Quality Assurance and Performance Improvement – Minimum Standards
 - 4.12.1. An approved written policy and procedure statement shall be developed by Vendor relative to quality assurance and performance improvement plans. Statement shall interface with quality improvement and food service monitoring practices in place at each of the serving sites and measurable outcomes.
 - 4.12.2. Vendor shall allow Agencies' Dietitians access to quality assurance and performance improvement documentation developed and maintained by Vendor.
 - 4.12.3. A monthly written report of results of qualitative monitoring of meal temperatures, presentation, taste, cleanliness, food quality, therapeutic diet, and portion compliance for all consumer agency service sites shall be made available to Agencies' administration, with a copy provided to Agencies' Dietitians. A monthly food substitution log will also be provided to each Agency Dietitian.
 - A. Report(s) shall be provided within fifteen (15) days of surveys or documentation.
 - 4.12.4. Vendor should maintain operational-written records, e.g., daily food temperatures, temperature records of refrigerator, freezers, dishwashers, etc., as required by applicable State and federal standards for food management services.
 - 4.12.5. Vendor will maintain records of ongoing interaction with consumer agencies, daily, or as necessary, and with monthly contact with Agencies' Dietitians.
 - 4.12.6. Vendor will maintain records of at least quarterly meetings with utilizing agencies contract food service director and Agencies' Dietitians.
 - 4.12.7. Vendor will provide at least one (1) test meal per week to the Agencies at Vendor's expense.
 - A. Staff comments will be provided, in writing, to Vendor for food quality monitoring and evaluation, with a copy sent to Agencies' Dietitian.
 - 4.12.8. Vendor is not permitted to provide complimentary meals or beverages to Agencies or consumer agency staff.
- 4.13. Staff Training
 - 4.13.1. In accordance with regulatory agency requirements, staff shall receive regular or monthly in-service training.
 - A. Vendor on-site management will participate in Agencies' "Train the Trainer" in-service training upon request.
 - B. Evidence of training shall be maintained by Vendor.
 - C. Training documentation shall include participating staff signatures, date, topic, and instructor.
 - D. Vendor may provide additional training at its discretion.
 - 4.13.2. Monthly training will involve, but not be limited to:

- A. Quality assurance, quality improvement, and department goals and measurable outcomes;
 - B. Nutrition and therapeutic diets;
 - C. Safe food handling techniques and infection control;
 - D. Interpersonal communication skills;
 - E. Safety, sanitation, hygiene, and HACCP;
 - F. Equipment cleaning and maintenance;
 - G. Food storage;
 - H. Recipe controls – product and portion control; and
 - I. Other topics as requested by Agencies' Dietitians.
- 4.13.3. Ongoing training shall be provided to enhance skills related to food production, meal preparation, communication, and inter-departmental relations.
- 4.13.4. Vendor on-site management to provide Vendor, facility, and agency-specific orientation to ensure that each new employee receives all orientation prior to the first (1st) day of work.
- 4.13.5. Vendors should be familiar with and meet all applicable safety and health standards adopted by State of Nevada, Division of Occupational Safety and Health, and must initiate, maintain, and supervise all safety precautions and programs necessary to prevent damage, injury, or loss.
- A. All Nevada Food Code regulations must be enforced.
- 4.13.6. Vendor employees shall be required to sign an annual client confidentiality statement.
- A. Vendor employees are bound by the same confidentiality, HIPAA, all agency policies, and state and federal rules.
 - B. Personnel may be on the units to deliver meals and snacks.
 - C. Identification badges approved by the Agencies must always be worn.
- 4.14. Hazardous Substances and Materials
- 4.14.1. Vendor shall maintain on-site Safety Data Sheets (SDS) as defined and prescribed in 29-CFR.
- A. Section 1910.1200, for all hazardous substances purchased or provided by Vendor.
- 4.14.2. Vendor will apprise personnel of the hazards to which they may be exposed in using, handling, transporting, or disposing of hazardous substances, and obtain medical treatment for those who may be affected.
- 4.14.3. Vendor shall immediately report all spills of hazardous substances to Agencies.
- 4.15. Inventory Control
- 4.15.1. Vendor shall be responsible for care, safekeeping, and appropriate utilization of all food service goods, purchased or delivered for use in meals.
- 4.15.2. Inventories of food and non-food items shall be purchased, stored, maintained, and documented.
- 4.15.3. Agencies reserve the right to inspect and verify inventories submitted and as documented monthly by Vendor.
- 4.15.4. An annual physical inventory of kitchen contents and an inspection of the physical location shall be conducted by Vendor and Agencies on a mutually agreed upon date and a written report shall be prepared by Vendor and submitted within 30 days of inventory.
- 4.15.5. A written inventory of all kitchen equipment, utensils, serving items, and office equipment, as well as a summary of the condition of the physical plant, shall be submitted to the Agencies' Administrative Services Officer (ASO), with a copy to the Agencies' Dietitians.
- A. Upon contract award, Agencies will supply awarded vendor with a list of agency staff.
- 4.15.6. Vendor shall certify inventory is correct and shall include a shortage listing and will replace all items included in shortage listing.
- 4.15.7. Vendor will certify condition of physical location and will include a listing of all repairs and any replacements made.
- 4.15.8. Food supplies shall be held and stored under proper temperatures and conditions as defined by federal and State regulations.
- 4.16. Maintenance, Repair, and Replacement of Agencies Equipment and Physical Plant
- 4.16.1. Vendor will be responsible to promptly pay for all maintenance, repairs, and replacement of equipment, fixtures, and/or damage to the physical plant, including receiving, transportation, preparation, and cooking equipment; including hoods and exhaust; dish and pot washing equipment and fixtures; telephones; disposers; freezers and refrigerators; including compressors and motors.
- 4.16.2. Vendor will also be responsible for all maintenance of the kitchen on the Agencies' campus.
- A. Plumbing system which includes water supply lines, wastewater drain lines, and vents;
 - B. Floor and floor coverings and drain basis;
 - C. Wall surfaces;

- D. Electrical panels and fixtures, from main circuit breaker panel to equipment or fixture;
 - E. Kitchen hood ventilation system which includes ducts, exhaust equipment, and Ansul system;
 - F. Ceiling grids, ceiling tiles, air return screen, doors, overhead doors, windows and glasses, and;
 - G. Water system; HVAC routine maintenance which includes inspecting and changing filters, cleaning and removing debris, checking condensate drain, checking thermostat settings, lubricating moving parts, and checking refrigerant levels.
- 4.16.3. Vendor will maintain grease interceptors in a manner that prevents flow of grease past containment system and into main sewer lines.
- 4.17. Safety Program
- 4.17.1. Vendor must be familiar with and meet all applicable occupational safety and health standards adopted by the State of Nevada, Division of Industrial Relations, Occupational Safety and Health Enforcement Section.
- 4.17.2. Vendor will also be responsible for initiating, maintaining, and supervising all safety precautions and programs related to the work environment, taking all necessary precautions to prevent damage, injury, or loss to:
- A. All employees on the job and all other people who may be affected thereby; and
 - B. All the work-related materials and equipment to be incorporated in the workplace, whether in storage or-or-off the premises.
- 4.18. Vendor Responsibilities
- 4.18.1. Vendor will operate Agencies' kitchen as described herein at its own expense as indicated below.
- 4.18.2. Vendor will not remove or permit the removal from the premises of any of the fixtures and equipment owned by Agencies.
- 4.18.3. Vendor will comply with all applicable ordinances, laws, rules, and regulations of the county, city, State, and federal government, and of any political subdivision or agency, authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules or regulations with respect to operations of a food service program, including, but without limiting the generality of the foregoing, such rules and regulations of Agencies as are consistent with the rights herein granted to Vendor.
- 4.18.4. Vendor will operate all food service facilities on Vendor credit and shall hold harmless Agencies from any and all claims, demands, or liabilities on account thereof.
- A. Agencies will not be responsible for any debts incurred by Vendor in contract performance.
- 4.18.5. Upon termination of contract, Vendor shall surrender Agencies' property in condition equal to condition as when received, except for ordinary wear and tear or natural disasters.
- A. Agencies reserve the right to withhold Vendor final payment until all property is returned to the condition it was received.
- 4.18.6. Vendor will pay all labor and support service costs specific to the food services contract.
- 4.18.7. Vendor will pay for all food and beverage costs, including nutritional supplements and daily required food replacements.
- 4.18.8. Vendor will pay for all laundry service costs specific to the food service contract.
- 4.18.9. Vendor will reimburse Agencies' cost for all long-distance calls.
- 4.18.10. Vendor will pay Agencies, as reimbursement, cost for all gas, water, sewer, and electricity.
- A. Said payment shall be made within 30 days of Vendor receipt of Agencies' invoice.
 - B. Agencies reserve the right to withhold payment of Vendor invoice for non-payment of utility invoice until such time as payment is received.
- 4.18.11. Vendor shall provide and is responsible for all operating expenses and repairs for delivery vehicles including, if necessary, back-up vehicles and related expenses/repairs.
- 4.18.12. Vendor shall pay all taxes imposed by the local, State, or federal government with respect to Vendor operation of food service program.
- 4.18.13. Vendor shall pay for pumping of grease interceptors, disposal of fats, and routine sewer maintenance.
- 4.18.14. Vendor should pay for routine cleaning of food receiving, storage, preparation, and service areas, including areas around loading docks and dumpsters, grease traps, and interceptors.
- A. Vendor will maintain clean, dry floors in the food preparation and service areas and shall provide cleaning of floors daily and more often if needed.
- 4.18.15. Vendor shall pay for all kitchen and janitorial supplies specific to the Agencies' kitchens.
- 4.18.16. Vendor will pay for all licenses, fees, and insurance premiums necessary for the performance of this contract, and any fines resulting from sanctions imposed by regulatory agencies.
- 4.18.17. Vendor shall pay all clerical and copier costs resulting from this food services contract.
- 4.18.18. Vendor will develop a disaster plan within 60 days of start of contract that interfaces with each consumer agency's disaster plan to address interim food production in the event of more than a temporary disruption in utility services or in receiving supplies.

- 4.18.19. Vendor will provide all refuse and trash removal from the food services area to the dumpster daily or as needed.
- 4.18.20. Vendor will provide a system to ensure accuracy of meal tickets for menu compliance, including tray accuracy and patient safety.
- 4.18.21. Vendors will submit with their proposal, a plan that includes food preparation and transportation from the main kitchen to each of the Agency facilities, including details of the start-up plan that will occur at least 30 days prior to the contract start date.
- 4.18.22. Vendor will provide an organization chart and provide updated copies to Agencies' Dietitians as needed.
- 4.18.23. Vendor will submit a productivity plan that includes staff levels, productivity monitoring, a manager at each shift, and staffing plan to include the number of employees, job descriptions/duties, and work schedules.
- 4.18.24. Vendor will have a dedicated Food Service cell phone to be used when telephone, fax, or email communication is down.
 - A. The cell phone will serve as daily backup when the telephone line is busy.

4.19. Agencies Responsibilities

- 4.19.1. Agencies will provide one (1) or more Dietitians to act as liaison between Vendor and Agencies/ other consumer agencies.
 - A. Agencies' Dietitians will perform reviews and provide approvals, within the scope of employment, as may be required under the contract.
 - B. Agencies do not guarantee an uninterrupted supply of water, gas, electric current, or other utilities.
 - C. Agencies shall not be liable to Vendor or others for any loss, damage, cost, or expense which may result from the interruption or failure of any utility services.
- 4.19.2. Agencies may provide Vendor office space and office furniture if available.
 - A. Office and related items shall be for the exclusive use of Vendor during contract term.
 - B. Office and furnishings will remain the property of the Agencies.
- 4.19.3. Agencies will allow Vendor employees to use Agencies' employee parking facilities.
- 4.19.4. Major capital improvement projects affecting structure of buildings may be requested from time to time and, if approved by the Legislature, will be paid for by the State.

4.20. Performance

- 4.20.1. Vendor performance will be rated semi-annually in the first (1st) year of the contract and annually for the remainder of the contract term.
- 4.20.2. Vendor performance will include the following six (6) categories:
 - A. Customer Service;
 - B. Timeliness;
 - C. Quality;
 - D. Technology;
 - E. Flexibility; and
 - F. Pricing.
- 4.20.3. Vendor will be notified in writing of their rating.

4.21. Buy American Act

- 4.21.1. This required provision must be correctly applied to the procurement process to ensure that its application does not restrain or restrict competition.
- 4.21.2. This provision requires the School Food Authorities (SFA) to purchase domestically grown and processed foods to the maximum extent practicable.
- 4.21.3. The law defines "domestic commodity or product" as one that is substantially produced and processed in the United States using agricultural commodities that are produced in the United States.
- 4.21.4. The report accompanying the Law stipulates that "substantially" means that over 51% of the final processed product consists of agricultural commodities that are grown in the United States.

5. ATTACHMENTS

5.1. Attachments incorporated by reference. To be read and not returned.

- 5.1.1. Terms and conditions for services

5.2. **Attachments for review.** To be read and not returned (unless redlining).

5.2.1. Standard form contract

5.2.2. Insurance schedule

5.3. **Attachments for response.** To be completed and returned.

5.3.1. Site visit registration

5.3.2. Reference questionnaire

5.3.3. Cost schedule

5.3.4. Certification regarding lobbying

5.3.5. Vendor Information Response Form

6. **TIMELINE**

6.1. **Questions.** All questions regarding this solicitation shall be submitted using the bid Q&A feature at nevadaepro.com.

6.2. **Timeline.** The following represents the proposed timeline for this project.

6.2.1. All times stated are Pacific Time (PT).

6.2.2. These dates represent a tentative schedule of events.

6.2.3. The State reserves the right to modify these dates at any time.

6.2.4. The deadline for submissions is the nevadaepro.com bid opening date and time. Late quotes will not be accepted.

A. Site visit registration due	1:00 pm on 09/03/2026
B. Site visit	09/09/2026 – 09/10/2026
C. Deadline for questions	No later than 1:00 pm on 09/24/2026
D. Answers posted	On or about 10/08/2026
E. Deadline for references	No later than 5:00 pm on 10/21/2026
F. Deadline submissions and opening	No later than 1:00 pm on 10/22/2026
G. Evaluation period (estimated)	10/22/2026 – 11/04/2026
H. Notice of intent (estimated)	On or about 11/06/2026
I. Notice of award (estimated)	On or about 12/21/2026
J. BOE approval (estimated)	02/08/2027
K. Contract start date (estimated)	03/01/2027

7. **EVALUATION**

7.1. Evaluation and scoring are conducted in accordance with [NRS 333.335](#) and [NAC 333.160-333.165](#).

7.1.1. Responses shall be kept confidential until a contract is awarded.

7.1.2. In the event the solicitation is withdrawn prior to award, responses remain confidential.

7.1.3. The evaluation committee is an independent committee established to evaluate and score qualitative evaluation factors for the solicitation.

7.1.4. The State, at its option, may limit participation in cost scoring, presentations, or both to vendors above a natural break in relative scores.

7.1.5. Financial stability shall be scored on a pass or fail basis.

7.1.6. Responses shall be consistently evaluated and scored based upon the following factors and relative weights.

A. Qualifications and Experience	30
B. Proposed Cost Structure	30
C. Capacity and Emergency Response	25
D. References and Past Performance	10
E. Nevada State Licensing, Insurance, and Permits	5

7.1.7. *Cost factor.* The cost factor score will be based on the following equations, unless the subject solicited requires alternative scoring. The highest proposed cost from any vendor and the lowest proposed cost from any vendor will be added together to generate a combined total. For each vendor, that proposed cost will be subtracted from the previously combined total. This number is then divided by the highest proposed cost. The resulting number is multiplied by the cost factor weight to generate a weighted cost score.

- 7.1.8. *Best and final offers.* Pursuant to [NAC 333.165](#), the State reserves the right to permit revised responses or add criteria to obtain the best offers.
- 7.2. **Nevada-based business preference**
- 7.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to [NRS 333.3351 to 333.3356](#), inclusive.
- 7.2.2. Nevada-based business is defined in [NRS 333.3352\(1\)](#).
- 7.2.3. The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in *Hertz Corp v. Friend*, 559 U.S. 77 (2010), typically meaning a business’s corporate headquarters.
- 7.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted quote in [nevadaepro.com](#).
- 7.2.5. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.
8. **MANDATORY MINIMUM REQUIREMENTS**
- 8.1. Pursuant to [NRS 333.311](#) a contract cannot be awarded to a response that does not comply with the requirements listed in this section. Response shall include confirmation of compliance with all mandatory minimum requirements.
- 8.2. **Nevada Law and State indemnity.** Pursuant to [NRS 333.339](#), any contract that is entered into may not: (1) require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) require the State to indemnify another party against liability for damages.
- 8.3. **No Boycott of Israel.** Pursuant to [NRS 333.338](#), the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a response, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in [NRS 333.338\(3\)\(a\)](#).
- 8.4. **[nevadaepro.com](#) vendor registration.** Pursuant to [NRS 333.313](#), vendor must be registered at [nevadaepro.com](#) to respond to the solicitation. Vendor information must match *Nevada business license* and [sam.gov](#) entity registration. Vendor information in [nevadaepro.com](#) will be used for contract formation. Email address(es) associated with general mailing address or default bid mailing address (if different from general mailing address) in [nevadaepro.com](#) will be used for formal notifications. If a vendor has a different contact name and email for negotiations, that should be indicated on the title page(s) of their response.
- 8.5. **Nevada business license.** Pursuant to [NRS 353.007](#), prior to contract execution awarded vendor must hold a state business license pursuant to [NRS chapter 76](#) unless exempted by [NRS 76.100\(7\)\(b\)](#). Business license must match [nevadaepro.com](#) vendor registration.
- 8.6. **System for Award Management (sam.gov)** Prior to contract award vendor must hold an active entity registration in [sam.gov](#). Entity registration must match [nevadaepro.com](#) vendor registration.
- 8.7. **Contract responsibility.** Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 8.8. **Data encryption and stateside data.** State IT requires that data be encrypted in transit and in rest. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 8.9. **Confidentiality and certification of indemnification**
- 8.9.1. Submitted responses, which are marked confidential in their entirety, or those in which a significant portion of the submitted response is marked confidential shall not be accepted. Pursuant to [NRS 333.333](#), only proprietary information may be labeled a trade secret as defined in [NRS 600A.030\(5\)](#). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendor proposals become public information.
- 8.9.2. Vendors shall submit proprietary information and *confidential business information* in separate files, flagged as confidential in [nevadaepro.com](#). The State shall not be responsible for any information contained within a response; responses shall be released as submitted.
- 8.9.3. By submitting a response vendor acknowledges its responsibility to act in protection of labeled information and agrees to defend and indemnify the State of Nevada for honoring such designation. Failure to so act shall constitute a complete

waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

8.10. **Vendor certifications**

- 8.10.1. Vendor understands and acknowledges that the representations within their response are material and important and shall be relied on by the State in evaluation of the response. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the response.
- 8.10.2. Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State, or municipal laws or regulations concerning discrimination or price fixing. Vendor agrees to indemnify, defend, and hold the State harmless from liability for any such violation.
- 8.10.3. All response terms, including prices, shall remain in effect for a minimum of 180 days after the response due date. In the case of the awarded vendor, all response terms, including prices, shall remain in effect throughout the contract term.
- 8.10.4. The price(s) and amount of this response have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor, or potential vendor. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a response higher than this response, or to submit any intentionally high or noncompetitive response. All responses shall be made in good faith and without collusion.
- 8.10.5. The information included in this response has been arrived at independently and without non-public information obtained from State officials, staff, or their agents.
- 8.10.6. All employees and contractors assigned to the project are authorized to work in this country.
- 8.10.7. Vendor has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
- 8.10.8. Vendor has a written policy regarding compliance for maintaining a drug-free workplace.

9. **CRITICAL ITEMS**

- 9.1. In addition to the *scope of work* and *attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring responses. Vendor response should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Responses that fail to sufficiently respond to these items may be considered non-responsive.
- 9.2. **Standard form contract.** The State strongly prefers vendors agree to the terms of the attached *standard form contract* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *standard form contract* with their response, with comments justifying the benefit to the State for each requested change. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.
- 9.3. **Indemnification.** Required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 9.4. **Limited liability.** Required contract terms on Limited Liability: "The State will not waive and intends to assert available [NRS Chapter 41](#) liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited."
- 9.5. **Insurance schedule.** The State strongly prefers vendors agree to the terms of the attached *insurance schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a redline if necessary. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of required insurance. Failure to maintain any required insurance coverage or acceptable alternative method of insurance

shall be deemed a breach of contract.

- 9.6. **Site visit.** A site visit will occur on the date and time listed in the *timeline*. A vendor representative must attend the site visit to be qualified submit a response. Vendor must complete and return *site visit registration* by the date and time listed in the *timeline*.

9.7. **Vendor background**

- 9.7.1. Provide a background, history, and why vendor is qualified to provide the services described in this solicitation. Background should include, at a minimum, the location(s) of the office(s) that would perform the work and the number of employees locally and in total. History should include, at a minimum, the number of years in business and company headquarters location. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public or private sector. If your company has worked with the State previously, include information about those engagements.
- 9.7.2. *Key personnel.* Provide a resume free of photos or overly stylized formatting for proposed key personnel, whether employed directly or through a subcontractor.
- 9.7.3. *Current or former employees.* If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response, and specify the services that each person shall be expected to perform.
- 9.7.4. *Exclusions.* All conditions and provisions of this solicitation are deemed to be accepted by the vendor and incorporated by reference in the response, except such conditions and provisions that the vendor expressly excludes in the response. Any exclusion shall be in writing and included in the response at the time of submission.

9.8. **Subcontractors**

- 9.8.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.
- 9.8.2. Vendor shall disclose all proposed subcontractors. Response should include a *vendor information response* form for each proposed subcontractor.
- 9.8.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 9.8.4. Vendor shall certify that subcontractors comply with *mandatory minimum requirements* except *contract responsibility*.
- 9.8.5. Vendor response shall identify specific requirements of the project for which each subcontractor shall perform services.
- A. How the work of any subcontractor(s) shall be supervised
 - B. How channels of communication shall be maintained
 - C. How compliance with contracts terms and conditions will be assured
 - D. Previous experience with subcontractor(s)

9.9. **Confidential business information**

- 9.9.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to [NRS 333.020\(5\)\(b\)](#) and is not public information pursuant to [NRS 333.333](#).
- 9.9.2. This information should be submitted as a separate attachment, flagged as confidential in [nevadaepro.com](#).
- 9.9.3. *Dun and Bradstreet number.* Vendor shall provide their Dun and Bradstreet Number.
- 9.9.4. *Disclosure.* Vendor shall provide complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.
- 9.9.5. *Conflict of interest.* Vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this solicitation. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a response in response to this solicitation, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall result in disqualification of a vendor response. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on State vendor selection. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

9.9.6. *Client references*

- A. Vendor shall provide *reference questionnaire* attachment to client references from similar projects performed for private or public sector clients within the last five years.
- B. The *single point of contact* must receive at least three complete *reference questionnaire* documents directly from the client references via email.
- C. The purpose of these references is to document relevant experience and aid in the evaluation process.
- D. *Reference questionnaire* will not be accepted directly from proposing vendors.
- E. Client references shall not be requested from the contracting agency.
- F. The State will not disclose client references, but may confirm if a *reference questionnaire* has been received.
- G. The State reserves the right to contact client references during evaluation or negotiations.

10. SUBMISSION CHECKLIST

10.1. This section identifies documents that vendors shall submit to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.

- 10.1.1. Responses must be submitted as a quote through nevadaepro.com.
- 10.1.2. Vendors are encouraged to submit a single file attachment per section where possible.
- 10.1.3. Technical proposal information and cost proposal information shall not be included in the same attachment.
- 10.1.4. Cost proposal attachment shall not be flagged as confidential in nevadaepro.com.
- 10.1.5. Additional attachments may be included, but are discouraged and should be kept to a minimum.

10.2. Technical proposal

- A. Title page
- B. Table of contents
- C. Signed certification regarding lobbying
- D. Response to mandatory minimum requirements
- E. Response to critical items
- F. Response to scope of work
- G. Other informational material

10.3. **Proprietary information.** If necessary. Attachment should be flagged confidential in nevadaepro.com.

- A. Title page
- B. Table of contents
- C. Trade secret information, cross referenced to the technical proposal (alternatively, a redacted technical proposal and a full confidential technical proposal can be submitted)

10.4. Cost proposal

10.5. **Confidential business information.** Attachment should be flagged confidential in nevadaepro.com.

10.6. **Other attachments.** If necessary, not recommended.

10.7. **Client references.** Not submitted directly by vendor.