



REQUEST FOR PROPOSAL

FOOD SERVICE FOR INMATES

11 March 2010

#11-10

**Request for Proposal
Weber County, Utah
February 2010**

Weber County is requesting is requesting a proposal for providing full food service to inmates seven days a week for an approximate population of 1000 inmates for a period of three (3) years with an estimated startup date of June 2010. Weber County reserves the option of extending the contract without bid on a year to year basis for an additional two (2) years.

Weber County operates two facilities at the following locations:

- 721 West 12th, Ogden, Utah 84404 with a maximum inmate population of 888.
- 320 - 26th, Ogden, Utah 84401 with a maximum inmate population of 298.

Contact person: Julie Richesson (801)778-6756

I. OBJECTIVES OF RFP

The objectives of this RFP are as follows:

- A. To result in a contract between the successful respondent and Weber County that will meet the following objectives:
 - 1. To operate the food service program in a humane manner with respect for the inmates' right to basic health and nutritional standards.
 - 2. Deliver a high quality food service that can be audited against established nutritional, correctional and health standards.
 - 3. To operate food service using corrections experienced and professionally trained personnel.
 - 4. To operate the food service program in a cost effective manner with full financial reporting to Weber County.
 - 5. To implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.
 - 6. To maintain an open collaborative relationship with the administration and staff of Weber County Sheriff's Office and other county offices.
 - 7. To maintain standards established by Weber County, as well as ACA, State and Federal Correctional Food Service Standards.
 - 8. To offer a comprehensive program for continuing staff and inmate education.

II PROPOSAL PROCESS

A complete original and a minimum of six exact duplicates of the proposal must be submitted to:

Annette Jacobs
Weber County Purchasing Agent
Weber Center
Clerk / Auditor Office, suite 320
2380 Washington Blvd
Ogden, Utah 84401

Proposals must be received not later than 2 p.m on Monday, April 19, 2010 at the address set forth above. Proposals received later than 2 p.m. on Monday, April 19, 2010 will not be considered.

Questions regarding bid specifications may be directed to the following individuals:

Annette Jacobs
(801) 399-8856
ajacobs@co.weber.ut.us

Julie Richesson
(801) 778-6756
jrichess@co.weber.ut.us

III. PROPOSAL CONTENT REQUIREMENTS

Proposals shall include the following:

- A. Description of Food Services to be Provided
 - 1. Staffing plan and organizational chart
 - 2. Proposed menu and menu schedule
 - 3. Food purchasing and storage plan
 - 4. Kitchen staff and inmate supervision plan
 - 5. Food service enhancement plan
 - 6. Inspection and quality control plan
 - 7. Loss control procedures and safety plan

IV. QUALIFICATIONS OF RESPONDENTS (VENDOR)

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

- A. The respondent must be organized for the purpose of providing correctional food service. The vendor must have five years experience of providing this service with proven effectiveness in administering large scale corrections food service programs.
- B. The respondent must provide proven ability for a contract start-up in June 2010.
- C. The respondent must provide written proof of qualified and trained staff with sufficient back up personnel.

- D. The respondent must have a central office capability to supervise and monitor the program, ensuring satisfactory provision of services. In addition, they must have an alternate emergency food preparation plan and or site in the area.
- E. The respondent must submit a complete and audited copy of a current company financial report.
- F. The respondent shall submit a list of three references, including name of the institution, address, contact person and telephone number.

V. SELECTION CRITERIA

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

The vendor will be selected on the basis of the accuracy and completeness of the respondent's written proposals and any requested presentations. The selection committee will review all proposals and make their recommendations for selection. The primary criteria used in making a selection will be as follows:

- A. The vendor's demonstrated experience and expertise in correctional food service. Experience shall include correctional facilities of similar size and volume, as well as experience of staff, district manager, transition team, and availability of an alternative food preparation plan and or site.
- B. The vendor's demonstrated ability to comply with American Correctional Association standards for detention facilities and attain ACA certification for food services if requested by Weber County Sheriff's Office. Vendors will identify those facilities currently under contract which have attained accreditation as a result of their efforts.
- C. The price per meal.
- D. Past history and references. Respondents shall include a listing of references with their proposals, indicating the facility location, name and telephone number of contact person. This list should contain at least 3 current references, preferably a size comparable to the Weber County Correctional Facility.
- E. The vendor's financial stability and condition.
- F. Vendors demonstrated ability to comply with security and training issues pertaining to inmate workers.
- G. The vendor shall disclose any law suits or legal action during the past five (5) years relating to food service in correctional facilities they are involved with. List the name of the facility and a contact person.

VI. METHOD OF AWARD

Weber County shall assemble a committee for the purpose of response evaluations. The ultimate award will be made by the Weber County Sheriff and the Weber County Commission based on the recommendation of the committee. The award shall be made to the respondent who is determined to be most suitable and whose proposal is determined to be professionally and technically complete. The selection may include a request for additional information or an oral presentation to support the written proposal. The price

per meal proposal will be considered firm and cannot be increased after receipt of this proposal. The successful vendor will not be allowed to negotiate a change in pricing resulting out of reliance on provided estimates

The county reserves the right to award this contract based on total qualifications and requirements of the RFP, not necessarily to the respondent with the lowest price per meal. The successful respondent will be chosen on the basis of the criteria and qualifications listed in this proposal.

Weber County reserves the right to reject for any reason any or all proposals received in response to this RFP. Weber County will not pay for any information requested nor is it liable for any costs incurred by the proposer.

Respondents whose proposals do not meet the requested or mandatory requirements will be considered non responsive. After selection of the successful respondent, all responders will be notified in writing of the selection.

The selected responder shall begin work only after receiving the executed contract and written notification to proceed from Weber County. The successful responder will perform all services in the proposal in compliance with the negotiated contract and their response to this RFP..

VII PROPOSAL

Vendors must submit a response in the form of a proposal which shall include the following:

- A. Transmittal Letter
A brief letter addressed to Annette Jacobs, Weber County Purchasing Agent, which provides the following information:
 - 1. Name and address of the vendor;
 - 2. Name, title and telephone number of the contact person for the vendor;
 - 3. A statement that the proposal is in response to this RFP; and
 - 4. The signature, typed name and title of the individual who is authorized to commit the vendor to the proposal.
- B. All proposals must clearly state the proposed use of the food service manager and inmates as part of the food vendor's proposal. In this proposal there shall be a detailed explanation of method of supervision, performance review, job description and overall approach to working with county employees.
- C. If the proposal is to use inmates, training in food service delivery and management shall be provided by the vendor. The proposal shall outline what this training will entail as part of the vendor's overall vocational training program.
- D. The vendor shall submit a resume of the district manager and food service manager as a part of its proposal.
- E. Technical Proposal

This portion of the proposal must address each item as listed.

1. Introduction
 - A. Company Profile
 1. Date organized to provide correctional food service management.
 2. Corporate background
 - a. Number of employees
 - b. Number of years in business
 3. Describe current contracts with other correctional facilities.
 - a. Client
 - b. Date of original contract
 - c. Type/size
 4. Facilities currently accredited.
 - a. Name of facility
 - b. Accrediting agencies - list all
2. Operational Requirements
Clearly define:
 - A. Procedures for timely and orderly meal delivery to the inmates. The Weber County Sheriff's Complex will be used for the preparation of meals for both facilities.
 - B. Procedures, including necessary vehicles, equipment and manpower necessary for delivery of meals to the 26th St facility from the 12th Street facility.
 - C. Quality and inventory control methods and standards
 - D. 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.
 - E. Weber County Sheriff's Office is requesting a staffing ratio of 6-1. The vendor shall provide a staff organizational chart and job descriptions for all professional and inmate worker staff (with their proposal)
 - F. Procedures for dealing with inmate/staff complaints about food and minimizing the potential for inmate litigation.
 - G. Specifications that will be adhered to for all food products.
 - H. Any additional equipment, not present, at the location, necessary for efficient food service operation.
 - I. All proposals must meet or exceed established industry standards for legal grades and quality of food service..
 - J. Procedures for monthly billing and weekly inventory of food supplies.
 - K. Operational procedures for providing food service should the on-site kitchen facility be rendered unusable.
 - L. Insurance - Vendor shall provide types of insurance limits and

provisions as follows:

<u>Type</u>	<u>Coverage Features</u>	<u>Limits</u>
Automobile	County named as Certificate Holder, No fault to meet Statue requirements	\$500,000/ \$500,000 CSL
Workers Compensation		As required by law
Employer's Liability	Comprehensive	\$100,000 County named as \$1,500,000
General Liability (Including personal Injury and administrative type claims as Covered in the Provider's Policy)	additional insured <u>only</u> to the extent of Provider's insurance coverage, neither Provider nor its insurance company shall have any obligation to continue defense of County. Limits to be reinstated annually.	\$1,500,000

- M. Policies and Procedures - The proposal shall provide the respondents process in establishing and revising food service policies and procedures.
- N. Personnel - The proposal shall provide a list of benefits provided to all employees, including insurance coverage, vacation plan and other related benefits. If no hourly benefits are provided, the vendor must clearly address their plan for employee recruitment and retention, including hourly wage rates.
- O. Provide a proposal for ongoing maintenance and replacement of equipment.

VIII. SCOPE OF WORK

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

- A. Food Requirements:
 1. The vendor shall provide three hot meals per day, seven days a week, together with optional sack lunches of comparable nutritional value, as required.
 2. A menu and schedule mutually agreed upon between the vendor and the Weber County Sheriff's Office.
 3. All menus and special diets must meet the standards established by the American Correctional Association. All menus must be approved by a registered dietitian. All meals will be served in compliance with the Recommended Daily Allowance for adult males and will provide a minimum daily average of 2000 calories, in addition to all required nutrients.

4. Snacks will be provided for all insulin dependent diabetics and inmates with a medical condition requiring additional or fortified food products.
 5. The respondent must provide a four week menu, complete with nutritional analysis. (Proposals must provide a menu in which the cost of service is calculated together with the “as served” portion sizes of each meal item.)
 6. The vendor shall warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140 hot, 45 cold) and visibly appropriate.
 7. The vendor shall provide, at no additional cost, religious and medical diets conforming to special religious or physician ordered specifications. The vendor will submit with their proposal a copy of their corrections diet handbook including a schedule of the four week menu proposed to serve to inmates on a restricted diet.
 8. The vendor shall include in the proposal their policies for serving special meals on holidays. Proposed menus and holidays shall be identified. Weber County Sheriff’s Office shall approve five holiday meals to be provided annually (including Martin Luther King, Cinco de Mayo, 4th of July, Thanksgiving, and Christmas)
 9. The vendor agrees to provide catered meals or specific food items for special events as designated by the Sheriff’s Office with not less than 72 hours notice. The cost per meal or item shall be mutually agreed upon.
- B. The price per meal should be based on the following:
1. Daily population as reported.
 2. The 26th St facility inmate population will fluctuate. Meals may range from 0 to 3 meals per inmate per day. Sack lunches may be required.
 3. The vendor will bill Weber Count Sheriff’s Office for the actual number of meals ordered.
- C. The vendor shall:
10. Provide all consumable supplies and food products required for food service operation. These supplies and food products shall remain the property of the vendor. Cleaning supplies for the kitchen area shall be provided by the vendor.
 11. Be responsible for routine cleaning and housekeeping of food service preparation, service and storage area, and will, on a continuing basis, maintain standards of sanitation required by local or state regulations. Weber County Sheriff’s Office will be responsible for removal of trash and garbage.
 12. Inmate workers will be provided as required by the vendor, subject to the approval of the Sheriff. Such personnel shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning. The vendor agrees to train and supervise such personnel, subject to the overall control of the county.
 13. Agree that its employees assigned to duty at the facility submit to periodic health examinations and drug screens at least as frequently and as stringently

as required by law and agree to submit satisfactory evidence of compliance with all health regulations upon request of the County.

14. Secure and pay all federal, state and local licenses, permits and inspection fees required for the legal operation of a food service.
15. Submit to the county on the first day of each week an invoice for the preceding week for meals ordered or served, whichever is greater at the contracted price per meal.
16. Return to the county at the expiration of this contract the food service premises and all equipment furnished by the county in the condition in which received, not including ordinary wear and tear or damage or loss due to fire, flood, or outside the control of the vendor. Provide all maintenance and necessary replacement of the equipment to include preventive, and all major and minor repairs.
17. Immediately address equipment damaged by negligence of the vendors personnel due to acts of omission or commission. The vendor staff will repair or replaced the equipment at no cost to Weber County.
18. Be responsible for all equipment furnished by the contractor as approved by the county shall be the responsibility of the vendor to install, service and maintain.
19. Agree to provide additional food services as mutually agreed upon at prices mutually agreed to. The vendor agrees that any revenue received from or generated by any activity, services provided, or sales made at the facility shall be collected, distributed and handled in accordance with approved regulations and procedures.
20. Keep full and accurate records of sales and meal counts. A copy of said record shall be supplied to the Jail Commander or designee monthly on the first working day of the month. In addition, all such records shall be available for auditing by the county at any time during regular working hours.
21. Vendor shall supply Weber County Sheriff's Office with a profit and loss statement (PLO) on a monthly basis.
13. Comply with facility inspections made by the county, with or without advance notice to the vendor.
14. Understand inspections of kitchen facilities by county and state health agencies must achieve satisfactory ratings.
15. Understand facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the proposal without advance written approval of Weber County.

E. Staff Requirements

1. All employees of the vendor who will work in the facility must first be cleared consistent with the policy and procedures of the Weber County sheriff's Office.
2. Inmates are not permitted to supervise other inmates.
3. Vendor staff shall be responsive to the Weber County Sheriff's Office

requirements, policies and procedures.

F. Daily Processing of Complaints

All food service complaints from inmates must be processed as expeditiously as possible, excluding weekends and holidays.

1. At the direction of Weber County Sheriff's Office, food service trained personnel shall act upon all complaints.
2. The responsible food service director shall determine the appropriate mechanism to be utilized for specific categories of complaints. All complaints shall be forwarded to appropriate Weber County Sheriff's Office staff.

IX. RESPONSIBILITY OF THE COUNTY

A. The Weber County Sheriff's Office shall be responsible for and provide:

1. An accurate and timely order for the number of meals to be served to inmates, correctional officers and staff.
2. Adequate ingress and egress to all food service areas.
3. Adequate heat, lighting, ventilation, and other required utilities. Weber County shall provide local business telephone service to the vendor at no charge. The facility has the option to charge for long distance calls made by the vendor.
4. Extermination services and removal of trash and garbage.
5. General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings and wall and ceiling surfaces. The county's maintenance does not include day to day cleaning operations in the kitchen area.
6. Adequate facilities, storage and holding equipment.
7. Security, control and limitation of inmate movement into and from the food service area, including physical security of employees, supplies and other authorized visitors.
8. The County shall be responsible for purchasing and maintaining new "Aladdin" type or similar trays, reusable plastic cups and reusable dinnerware, as deemed appropriate by the facility, for all feeding operations.

X. CONTRACT REVIEW

Weber County and the food service vendor shall, within 30 days of execution of a contract, set dates for quarterly review meetings between Weber County and the food vendor personnel for the evaluation and amendment, if necessary, of the contract.

Weber County and the vendor shall, within 30 days of execution of a contract, formulate a monthly report form which will establish the basis for the quarterly review sessions.

Conditions and requirements of the RFP will be incorporated into the final contract

awarded.

XI TERMINATION OF CONTRACT

- A. Termination for Cause: Weber County may terminate the contract upon the vendor failure to carry out its provisions or to make substantial progress under the terms specified in the contract.
 - 1. Weber County shall provide the vendor with a 60 day written notice of the conditions of non- performance. If after 60 days written notice the vendor fails to remedy the conditions contained in the notice, Weber County may issue notice of immediate term.
 - 2. Weber County shall be obligated to reimburse the contractor only for those services rendered prior to the date of notice of termination, less any liquidated damages assessed for non-performance.

- B. Mutual Agreement: With the mutual agreement of Weber County and the vendor upon receipt of not less than 90 days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

- C. Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the county government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, Weber County shall have the right to terminate the contract without penalty by giving not less than 90 days written notice documenting the lack of funding

OPTIONAL

Weber County Sheriff's Office may want to consider staff dining as an option in the future. Please include sample menus from other facilities that offer staff dining and the cost associated with that program.

Weber County Sheriff's Office is also accepting proposals for inmate commissary and an optional inmate financial system. Proposers may combine the two proposals for submission or may submit a proposal for the food service.

**WEBER COUNTY CORRECTIONAL FACILITY
FOOD SERVICE
REQUEST FOR PROPOSAL
FEBRUARY 2010**

Weber County Sheriff's Office is issuing a proposal for a corrections food service contract. Weber County Sheriff's Office operates two correctional facilities. Operations include, but are not limited to, detention of pre trial, work release, state and federal contract inmates, commitments and probation violators. The Weber County Sheriff's Office operates a full security facility at 721 W 12th, Ogden, with a maximum population of 888. In addition, the Weber County Sheriff's Office operates a remote work release / community service facility, approximately 5 miles away with a maximum population of 298. The ADP for both facilities is 1050.

A site visit of both facilities and attendance at the pre bid conference is required. **The pre conference is scheduled for Tuesday, April 6, 2010 at 9 A.M.** Responders will also be required to make an oral presentation following the bid closing and prior to the awarding of the contract.

Responses are due Monday, April 19, 2010 by 2 p.m. and must be sent or delivered to:

Annette Jacobs
Weber County Purchasing Agent
Weber Center
Clerk / Auditor Office, suite 320
2380 Washington Blvd
Ogden, Utah 84401

**WEBER COUNTY
INMATE FEEDING COST SUMMARY**

INMATE MEALS

COST PER MEAL

**WEBER COUNTY PURCHASING DEPARTMENT
PROPOSAL TERMS AND CONDITIONS**

1. **RIGHT TO REJECT:** Weber County Corp. reserves the right to reject or accept this proposal, or any portion thereof, and to reject and call for new proposals if their interests or convenience is better served by such a course. If any portion of the above terms are not acceptable it is the proposers responsibility to so state in writing.
2. **PREPARATION OF PROPOSALS:**
 - (a) Failure to examine any drawings, specifications and instructions will be at proposer's risk,
 - (b) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing proposal.
 - (c) Price "each item separately. Unit price shall be shown and total price shall be entered for each item proposal. (d) Time of delivery is a part of the proposal and must be adhered to.
 - (e) Prices quoted are firm for complete delivery of quantities specified. (f) In case of error in extension, unit price will govern.
 - (g) Wherever in these forms and specifications an article or material is defined by using a trade name and/or the name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted therewith, shall be implied. It is to be understood that any reference to a particular manufacturer's product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired, unless "No Sub" has been entered. In the event "No Sub" is entered, the proposal must be for the specified item with no substitution allowed.
3. **FAILURE TO SUBMIT:** Failure to submit a proposal or to advise the County Purchasing Department that future RFP's are desired may result in removal of your name from the bidders list.
4. **SUBMISSION OF PROPOSAL:**
 - (a) Proposals must be signed and in sealed envelopes with the "Proposal Number" and opening date written on the envelope.
 - (b) Proposals and modifications or corrections thereof received after the closing time specified will not be considered.
 - (c) Only RFP's submitted on forms furnished by the County will be considered unless the RFP specifies otherwise. Proposals transmitted by facsimile machine prior to the closing time specified will be accepted, providing that any documentations or material required to accompany the bid, and that cannot be transmitted by fax, is received within two working days following the closing date of the bid. The County Purchasing Agent must be notified one hour prior to closing time that is specified on the proposal that RFP is being sent by facsimile machine.
 - (d) No charge for delivery, drayage. express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the County unless expressly included and itemized in the bid.
5. **BONDS:** The County reserves the right to require a bid bond, a payment bond and/or a faithful performance bond from the vendor in an amount not to exceed the amount of the contract.
6. **SAMPLES:** Samples of items, when required must be furnished free of expense to the County and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.
7. **WARRANTY:** Seller warrants that the merchandise will conform to its description and any applicable specifications, shall be of good merchantable quality and for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by Seller to Purchaser.
8. **APPROVAL:** Only purchase orders placed, or contracts that have written approval by the Department of Purchasing and County Commission will be binding upon the Weber County as result of proposal.
9. **AWARD OF CONTRACT:**
 - (a) Contracts and Purchases will be made or entered into with the responsible bidder making the lowest proposal, or best offer meeting specifications, expected quality, and suitability for intended use. Determination of best offer shall be at the sole discretion of the County subject to County's right to reject any or all proposals.
 - (b) Unless the bidder has specified otherwise in this RFP by stating that individual unit prices are valid only if all items are accepted by the County, the County may accept any item or group of items of any kind and split or divide the

order.

(c) The County reserves the right to reject any or all proposals and waive any informality or technicality in bids received in the interest of the county.

(d) The acceptance by the Board of County Commissioners of this proposal shall create a binding and enforceable Contract of Sale with Weber County, dating from the time of said acceptance, without further action by either party and even though a written purchase order has not been furnished to or received by the successful proposer. Said created Contract of Sale shall include all of the provisions and specifications of the RFP, offer, acceptance and purchase order relating thereto. Said contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Utah and the Ordinances of Weber County and shall not be assignable by the vendor in whole or in part without the written consent of the County.

10. **RIGHT TO WITHDRAW:** The County reserves the right to cancel and/or withdraw this Request for Proposal at any time that it shall be in the best interest of the County to do so. If the Request for Proposal is withdrawn, notice will be mailed to the prospective proposers as soon as possible.
11. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal.

11.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.

2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

3. The County will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

11.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the County and its officers, employees, agents, representatives and anyone that the County may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the County shall only be required to indemnify the County for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the County in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.