

Request for Proposals

PERFORMANCE AUDITING SERVICES FOR THE NEWPORT NEWS DEPARTMENT OF JUVENILE SERVICES



RFP #2010-3130-0211

October 19, 2009

City of Newport News, Dept. of Purchasing
2400 Washington Avenue, 4th Floor, City Hall
Newport News, VA 23607

Phone: (757) 926-8031/ Fax: (757) 926-8038

www.nngov.com/purchasing

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, until the time and date shown below (local prevailing time), for furnishing the services described in the solicitation.

Scope of Work: To complete a performance audit of the Newport News Department of Juvenile Services to assess the adequacy of the system of management controls in effect for the audit areas tested. Test areas include all administrative, operational policies, procedures, practices and programs to determine if they meet national standards, best practices and state operating guidelines.

Proposals Due: November 10, 2009, at Close of Business

Contract Officer: _____
Greg smith, CPPB, C.P.M., Business Analyst, (757) 926-8035

AN ORIGINAL AND FIVE (5) COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the services requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

Email address _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Conditions and Instructions

RFP Rev. 09-09-08

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto that will be made a part of the proposal. All proposals must be submitted in a sealed envelope plainly marked using RFP number, date and time.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, electronic, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
9. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.
10. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.
11. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:
 - a. He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places

available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs, (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

This public body does not discriminate against faith-based organizations

For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract

- 12. Direct contact with City Department, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.
- 13. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Newport News.
- 14. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. **The contractor certifies that he does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**

Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.

- 15. If City Hall is closed for business at the time scheduled for the proposal opening, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
- 16. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror's responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

17. Cancellation: The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.

**SMALL, MINORITY, WOMEN-OWNED
BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1. If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE MBE WBE

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

3. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

Anti-Collusion Certification

The offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: _____

Date: _____

Compliance Audit of the Newport News Department of Juvenile Services

PERFORMANCE AUDIT OF THE NEWPORT NEWS DEPARTMENT OF JUVENILE SERVICES

Purpose and Background

The purpose of this request for Proposals is to ensure that management has appropriate policies, procedures, and controls in place for planning, organizing, directing, and controlling program operations, including systems in place for measuring, reporting and monitoring performance of the Department of Juvenile Services.

The FY 2010 operating Budget for the Department is \$8,079,270. A total of 152 full-time employees provide services in five Department Divisions. These Divisions are Administration, Secure Detention, Outreach Detention/Electronic Monitoring, Support Services, and Community Programs. In addition to operating a secure detention facility with 110 beds that serves the cities of Newport News and Hampton, the Department provides short-term intervention programs with primary emphasis on the provision of adequate care, treatment, supervision, and training and education.

The Department has utilized funds from the Virginia Juvenile Community Crime Control Act in combination with other grants to develop a range of strategies to provide services that address issues presented by youth entering the juvenile justice system. Currently, the Department operates 11 detention alternative programs within the Community Programs Division. Services are provided to youth ordered by juvenile courts for pre-dispositional and post-dispositional care. Provision of services is accomplished through a secure residential environment and "at home" supervision.

Scope of Services

To complete a performance audit of the Newport News Department of Juvenile Services to assess the adequacy of the system of management controls in effect for the audit areas tested. Test areas include all administrative, operational policies, procedures, practices and programs to determine if they meet national standards, best practices and state operating guidelines.

During the performance of the contract, the Contractor shall notify the City Manager/designee of any major findings or concerns (as they are uncovered).

Any and all information collected, and findings/recommendations developed as a result of this contract shall only be released to the City Manager/designee.

Study Methodology

The Contractor shall use the appropriate Government Auditing Standards issued by the Comptroller General of the United States. The Contractor shall have access to all personnel records, contracts, and other information necessary to complete the performance audit.

Proposed Deliverables

The Contractor shall, at a minimum, provide the following deliverables regarding the compliance audit.

Work Plan – Following initial meetings with the City’s executive sponsor, the Contractor will develop a project approach and corresponding dependencies that describe how the study will be completed.

Preliminary Report – A preliminary report will be presented for review prior to submission of the final report. This report will detail, in draft form, the areas of review and findings by the Contractor. A determination will be made at this time if all areas of the audit have been covered.

Final Report – This report will summarize, in completed form, the activities conducted by the Contractor while reviewing and evaluating the Department. It will also include specific findings that were noted as a result of conducting the audit and recommendations for compliance to any policies, procedures, or laws that affect the Department. Other specific inclusions will be noted in the final report based upon the procedural and statistical analyses conducted of the Department.

PROPOSAL SUBMISSION REQUIREMENTS

Offerors should include as part of their proposal, the following information:

- A. Introduction letter, signature page and addenda acknowledgement, if applicable.
- B. A detailed narrative demonstrating the offeror’s understanding of the significance of each task listed herein as well as their detailed solution being offered. This should include the various methods and approach utilized by the Contractor to provide such services and what Newport News would stand to gain by entering into a contract with the firm.
- C. A detailed description of their experience for providing these compliance auditing services to other governmental clients.
- D. Describe the qualifications and skills of the organization to provide the services. At a minimum, this should include background information about the firm, management structure, related qualifications to perform the services, and the organizational structure.
- E. Resumes of only those staff to be assigned to work on behalf of the City and geographical location of the service facility and office through which this contract shall be administered.

- F. Three (3) References for contracts similar to those listed herein.
- G. Cost for services. This should include specific costs for services to be provided by the Contractor. I.E.: specific charges, hourly rates, retainers, and/or any other basis of billing proposed by the Contractor.

GENERAL REQUIREMENTS

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted. No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

d. Ownership of all data, materials and documentation originated and prepared for the RFP shall belong exclusively to the City of Newport News and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 (F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material should be submitted in a separate sealed envelope and marked proprietary. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

Debriefing: The entire RFP file, including ratings and justifications of award, will become public information and be available for review only after an award is made.

CONTRACT TERM

It is desired that all compliance auditing services are to be completed within a period that does not exceed ninety (90) days from the date of award. It is anticipated that a City purchase order referencing the Contractor's proposal and any modifications shall constitute the contract.

The City reserves the sole right to seek any additional services from the Contractor for a period of two (2) consecutive one-year periods for any follow-up or testing of future services. The right is further reserved by the City to cancel any resulting contract by furnishing the Contractor written notification of any such cancellation.

If the City elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by no more than the percentage increase/decrease of the "Other Services" category for labor of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria may be assigned varying weights at the City's discretion to reflect relative importance.

- A. Demonstrated qualifications and capacity of the offeror. This will include: Years in business and experience of staff to be assigned to the Audit. Experience with similar projects involving Juvenile Services Programs.
- B. Demonstrated understanding of the services and requirements outlined in the scope.
- C. Demonstrated capabilities of the Contractor. This will include proactive business practices and philosophies of contractor to ensure staff is trained, maintained and available to meet needs of City.
- D. Past Performance and Related Experience. Contractor must demonstrate their ability to perform the requested services relative to the scope of services specified. Submittal shall indicate quality of previous work, timeliness, diligence and ability to meet schedules and needs of clients.
- E. Proposed fee/cost services.

EVALUATION PROCESS

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the “other than professional services” method of selection outlined in the Code of Newport News, Virginia Section 2-570-2. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals (RFP). Interviews shall then be conducted with selected offerors. After interviews and negotiations have been completed, the City shall select the offeror, which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the City determine that only one offeror is fully qualified or that one offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that offeror.

AWARD

Award will be made in accordance with Section 2-570, Award, of the Newport News City Code. Award shall be made to the responsible offer whose proposal is determined in writing to be the more advantageous to the city taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the City. The award shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website:

www.nngov.com/purchasing

The right is reserved to accept or reject any or all submittals in whole or in part and to waive any informalities in the RFP, and to enter into any contract deemed to be in the best interest of the City of Newport News.

REFERENCES

All offerors shall include a list of a minimum of **three (3)** references, from similar services only, who could attest to the firm’s knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.

References may or may not be reviewed or contacted at the discretion of the City. Typically, only references of the top ranked shortlisted offeror or offerors are contacted. The City reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

CONTRACT CANCELLATION

The City of Newport News may cancel any resulting contract with the contractor at any time by giving thirty (30) days written notice. The contract may be canceled without notice for vendor non-performance. Cancellation shall not release the vendor from legal remedies available to the City.

The Contractor may cancel the contract upon ninety (90) days written notice to the City. The Contractor shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

In the event of cancellation and upon request by the City, the Contractor shall provide the City with information collected/analysis developed to that point. The Contractor shall be compensated for deliverables provided to the City.

SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the City of Newport News. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the City with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

METHOD OF PAYMENT

Unless otherwise negotiated, payment will be made upon completion/delivery of project, with Invoice Terms of Net 30.

TRADE SECRETS AND PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark One:

- No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the page numbers and the reasons for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**