



REQUEST FOR PROPOSALS

Food Services Program

2011-2234-1024

September 15, 2010

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8041/ 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, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Services: Successful offeror to provide a "Food Services Program" for adult inmates at the City Jail, juvenile residences at the Juvenile Detention facility, and staff.

Site visit (optional): September 29, 2010 at 10:00 a.m.

Location: 224-26th Street, Newport News, VA 23607 (NNSO/City Jail - main lobby. **Must sign in and present valid identification.**)

Proposal Due: October 14, 2010 at Close of Business (COB)

Contract Officer:

Rose Kee, CPPB, Senior Buyer, (757) 926-8028, email: rkee@nngov.com

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 items or services requested and certify 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.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

This Form Must Be Signed.

Conditions and Instructions

RFP Rev. 06-17-2010

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. In case of conflict, the City's published specifications shall supersede any additional writings submitted with the bid. Such writings should be clearly marked and noted on the exception page.
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. If authorized by the Offeror, the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor’s responsibility to notify the jurisdictions of the availability of contract(s). Offeror not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
15. 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.
16. 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.**
17. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder

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or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

18. 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.
19. 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.

18. **Contractor's License** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty

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thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The offeror shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

20. 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.
21. The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions an offeror intends to be considered must be submitted with the proposal for consideration and negotiation into a final contract document prior to an award. Contractual documents submitted by the successful firm after an award will not be accepted.
22. Failure of the contractor to perform the contract by reason of our non-acceptance of additional conditions submitted after the award, shall result in termination of the contract by the City for cause, and may result in debarment of the Contractor for a period of up to three years. Such actions taken by the City shall not release the Contractor from additional remedies that may be allowed by law.

ANTI-COLLUSION CERTIFICATION

The offeror certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid 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 bidder 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 bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: _____ Date: _____

Name of Company: _____

COOPERATIVE BIDDING

The City of Newport News issues this Request for Proposals (RFP) in accordance with the City of Newport News' procurement code (Section 2-552.1 (7)), and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other governmental jurisdictions and school divisions. This procurement is also being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia

Offerors are advised that all resultant contracts will be extended, with the authorization of the contractor, to other governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. The City of Newport acts only as the “Contracting Agent” for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the jurisdictions and political subdivision of the availability of the contract. Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

The City of Newport News shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the responsible offeror during the contract term. SVGPC members not explicitly named in the RFP are not obligated to participate, nor is the successful offeror obligated to contract with other SVGPC members; however, if such a contract is entered, the successful offeror will be required to provide these same items, at the same prices, awarded as a result of this solicitation to that public body.

SVGPC Members:

City of Chesapeake
City of Hampton
City of Newport News
City of Norfolk
City of Portsmouth
City of Virginia Beach
City of Williamsburg
County of Gloucester
County of James City
County of King William
County of York

Newport News Public Schools
Williamsburg/James City County Public Schools
York County Public Schools
Christopher Newport University
College of William & Mary
Norfolk State University
Old Dominion University
Tidewater Community College
Southeastern Public Service Authority
Jamestown/Yorktown Foundation

Revised, 08/12/09

Food Services Program

INTRODUCTION

The Newport News Sheriff's Office (City Jail), and the Newport News Department of Juvenile Services is requesting proposals from qualified offerors to provide a Food Services Program for adult inmates at the City Jail, juvenile residences at the Juvenile Detention facility, and staff.

The Sheriff for the City of Newport News operates two (2) facilities at the following locations:

Facility Name: Newport News City Jail
Street Address: 224 – 26th Street

Facility Name: Newport News Adult Detention
Street Address: 228- 25th Street

Current Average Daily Population: 560

The Department of Juvenile Services operates two (2) facilities at the following locations:

Facility Name: Department of Juvenile Services (Secure)
Street Address: 350 – 25th Street

Facility Name: Department of Juvenile Services (Community Programs)
Justice Building
Street Address: 2501 Washington Avenue

Current Average Daily Population: 100 Residents. (Secure 70) and Community Programs (30). It is estimated that Juvenile Services will need approximately 1884 meals and snacks prepared weekly. This figure includes obligated staff meals of approximately 50 per week. All meals provided to the Department of Juvenile Services must be in accordance with the meal components as established in the USDA Food Buying Guide and must meet the Federal Chapter 7 CFR guidelines as outlined in Part 210-National School Lunch Program; Part 215-Special Milk Program and Part 220 – School Breakfast Program. In addition and on occasion, specials meals must be provided for dietary restrictions and religious and/or vegetarian preferences.

OBJECTIVES

The objectives of this RFP are as follows:

- A. To collect information necessary for the evaluation of competitive proposals submitted by qualified offerors.
- B. To provide for a fair and objective evaluation of proposals.
- C. To result in a contract between the successful offeror and the City of Newport News that will meet the following objectives:
 - 1. To deliver a high quality food services program that can be audited against established nutritional and health standards.
 - 2. To operate the food services program in a cost-effective manner with full reporting and accountability to the Newport News Sheriff's Office, and the Juvenile Services Department.
 - 3. To implement an annual written food service plan with clear objectives, site specific policies and procedures, and annual evaluation of compliance.
 - 4. To maintain an open collaborative relationship with the administration and staff of the Newport News Sheriff's Office, and the Juvenile Services Department.
 - 5. To maintain standards established by the Virginia Board of Corrections, American Correctional Association (ACA), the National Commission on Correctional Health Care (NCCHC) for health services in jails; and the State of Virginia Department of Education.
 - 6. To offer a comprehensive program for continuing staff, inmates, and juvenile resident education.
 - 7. To maintain complete accurate records and to collect and analyze food services statistics on a regular basis.
 - 8. To operate the food services program in a humane manner with respect to the inmates and juvenile resident's right to basic health and nutritional standards.
 - 9. To protect the City, the Sheriff's Office, Juvenile Services, officers, agents and employees of each liability and defense, as to any claim, suit or cause of action arising out of the bidder's performance of the requested services.

10. To create an independent contractor relationship pursuant to a contract wherein contractor has the right to determine the equipment and supplies needed to perform the requested services and authority over the method of performing such services and obligations of the contract.

QUALIFICATIONS

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

- A. The offeror must be organized for the purpose of providing correction food feeding services with five (5) years previous experience with proven effectiveness in administering large scale corrections and juvenile facilities food service programs, preferably one of which is in the Commonwealth of Virginia.
- B. The offeror must have five years of experience in providing food services at jail facilities with populations exceeding 500 inmates, and experience in providing services to large juvenile confinement facilities.
- C. Offeror shall maintain insurance with a quality company, issued by a company licensed to transact business in the Commonwealth of Virginia, during the life of the contract and shall furnish the City with certificates of insurance which shall also include insurance deductibles, if applicable. The certificates shall name the City and the Sheriff's Office, its officers, agents and employees, and volunteers as additional insured, providing coverage against any and all claims and demands made by any person or persons whomsoever for property damages or bodily injury, to include death, incurred in connection with the services to be provided under this contract with respect to the Commercial General Liability coverage. With respect to Worker's Compensation coverage, if applicable, the offeror's insurance company shall waive right of subrogation against the city, its officers, agents, and employees and volunteers.
 1. Commercial General Liability: \$3,000,000.00
\$3,000,000.00 General Aggregate Limit (other than Products/Completed Operations).
\$3,000,000.00 Products/Completed Operations Aggregate Limit.
\$3,000,000.00 Personal Injury and Advertising Injury and Advertising Injury Liability (including liability for slander, libel and defamation of character).
\$3,000,000.00 each occurrence limit (including contractual).

2. Worker's Compensation and Employer's Liability:
Worker's Compensation: statutory coverage for Virginia.
Employer's Liability:
\$100,000.00 Bodily Injury by Accident each Occurrence.
\$500,000.00 Bodily Injury by Disease Policy Limit.
\$100,000.00 Bodily Injury by Disease each Employee.
3. The above limit amounts may be met by an unbrellability policy following form of the underlying primary coverage in a minimum of \$3,000,000.00
4. Proof of Insurance Coverage: The offeror shall furnish the City of Newport News with the required certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. The required certificates of insurance shall contain substantially the following statement: ***“Should any of the above described policies be canceled before the expiration date thereof, issuing company shall provide 30 days written notice to the City of Newport News.*”**
- D. The offeror must have at least 5 years of experience in attaining and maintaining NCCHC and ACA accreditation in jail facilities and the Virginia Department of Education, currently under contract with the offeror.
- E. The offeror must demonstrate its ability to provide a system of technical and service support to the on-site personnel.
- F. The offeror must have a proven ability for contract start-up within 60 days of execution of a contract by the offeror.
- G. The offeror must have demonstrated recruiting capabilities including professional recruiting personnel and recruiting systems.
- H. The offeror must have the central office capability to supervise and monitor the program, ensuring satisfactory provision of services.

PROPOSAL PACKAGE (SUBMITTALS)

Submit *one* original (conspicuously marked “ORIGINAL”) and five (total of six documents) complete copies (including any/all special attachments, certifications, etc...) of the proposal package. Include all information requested and any other information thought to be relevant to completely address the Request for Proposals (RFP) requirements. Should the Offeror fail to address all requirements of the RFP, or fail to provide adequate or complete documentation, as determined by the evaluation committee, the Offeror’s proposal may be eliminated from further consideration. Each proposal shall be organized and bound separately (should be tabbed and/or labeled for ease of reference), and shall include as a minimum, the following to be considered *responsive* to the RFP:

The **Request for Proposal document** with any addenda acknowledgements filled out and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of the offered services and provisions on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.

Transmittal Letter

This letter is to be brief letter, addressed to the Director of Purchasing, which provides the following information:

1. Name and address of the offeror.
2. Name, title and telephone number of the contact person for the offeror.
3. A statement that the proposal is a response to this RFP.
4. The signature, typed name and title of the individual who is legally authorized to commit the offeror to the proposal.

Technical Proposal

1. Introduction

A. Company Profile

- (1) Date organized to provide food management programs in correctional facilities.
- (2) Corporate experience in providing correctional food services

- a. number of employees
- b. annualized dollars of payroll
- c. number of years doing business

(3) Describe current contracts

- a. client
- b. date of original contract
- c. type/size
- d. services provided

(4) Facilities where offeror provides a food services program that are accredited

- a. name of facility
- b. accrediting agency

B. Company achievements in providing food services

C. Corporate office organizational structure. Include resume/qualifications of key personnel that will manage the project.

D. Provide a minimum of three (3) references for whom you have provided equivalent services to. Include company name, contact person, address, telephone number, email address, and project value. (See Reference section of this RFP. Additional references can be included).

2. On-Site Services

Briefly state how on-site food services will be provided. The offeror must demonstrate an understanding of each task. Each task should be identified along with an explanation of how the offeror plans to approach the task. A restatement of tasks taken from the "Scope of Work" section of this RFP will not be considered responsive.

Provide a statement to show your understanding of the requirements, and your flexibility in meeting the City's needs. (Conformance in all material respects to this RFP, etc.).

Provide a statement to support that your company has the capability in all respects to perform fully the contract requirements, and the moral and business integrity and reliability which will assure good faith performance as required by these specifications, and address the following:

3. All proposals must contain a full and complete staffing and organizational chart and explain how the food services program at the Newport News City Jail and the Juvenile Services Department will be delivered.

4. **Personnel Services**

In this section, the offeror should discuss the following topics:

- a. Recruitment practices
- b. Equal employment opportunities
- c. Staff training and personnel development
- d. Orientation of new personnel
- e. Continuing education
- f. In-service training to include CPR/Blood borne Pathogens certification

Included in this should be a description of recruiting capabilities, experience in recruitment in jail sites, and ability to respond to acute recruitment needs prior to the start of the contract. Demonstrate historical experience in maintaining a high level of staffing positions filled in a correctional contract.

5. **Program Support Service**

In addition to providing on-site services and personnel services, the offeror will also be expected to provide professional management services to support the food services program at the Newport News City Jail, and Juvenile Services Department. These additional program support services are as follows:

- a. **Food Preparation**

All aspects associated with food services to approximately 560 inmates, and approximately 100 juveniles/staff. Operation and control of food service equipment needed to deliver services and the scheduling and accountability of services provided 365 days per year.

b. Complaint Procedures

Specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the food services program and in accordance with the “Sheriff’s Operating Instructions” (policy and procedure manual), and Juvenile Services Operating Instructions as mandated by the State of Virginia’s Department of Education.

c. Policies and Procedures

The offeror shall indicate that policies and procedures will be site specific and the method the offeror will follow in establishing and revising food service policies and procedures.

d. Accreditation

The offeror shall address a plan to maintain ACA and NCCHC accreditation for the food service delivery system at the Newport News City Jail, and the Juvenile Services Department.

e. Management/Supervisory Training

The offeror shall indicate its capability to provide for in-house management and supervisory training in areas such as: inventory control, food preparation, temperature control, menu planning, special diets, sanitation, food values, controlling/dispensing chemicals, equipment maintenance, safety and maintenance of site areas, etc.

f. Management Approach

Training of all staff, supervision of kitchen personnel, cost monitoring/accounting/cost containment systems, fire/life health safety, storage, stock inventory/rotation systems.

g. Sanitation

The offeror shall address the plan for the prevention of food contamination, vermin/pest control, temperature control, storage, equipment maintenance, service area cleanliness, equipment temperature controls, health department inspections, employee and inmate hygiene, portion controls, etc.

h. Security

The offeror shall address the plan for the care, use and accountability of all kitchen equipment and utensils, supervision of inmate kitchen staff, adherence to Newport News Sheriff's Office and Juvenile Services' policies and procedure, and policies addressing, theft, pilfering and contraband.

6. **Cost of Services** – Provide detail cost of services to include any value added services (ex.: discounts, specials, etc.).
7. **Additional Information** – Provide any additional information that you wish for the City of Newport News to consider when evaluating your proposal that has not been covered.

SCOPE OF WORK

Contractor will be expected to provide the following services as part of the health services program:

A. Food Requirements

1. Provide nutritious, wholesome and palatable food for inmates and juvenile residents. Meat products may not exceed a maximum of 5% dry soy. The food items provided by the vendor shall meet or exceed the following standards:

Beef	USDA – Good or Better
Eggs	USDA – Grade A Medium
Fresh Fruits/Vegetables	USDA – No. 1
Dairy Products/Cheese	USDA – Grade A
Ground Beef	USDA – Utility or better (not to exceed 25% fat)
Poultry	USDA – Grade A
Seafood	USDA – Grade A
Vegetables (canned)	USDA – Standard or better
Fruit (canned)	USDA – Standard or better

2. Provide all foodstuffs, materials, equipment and personnel necessary to deliver, receive, safely maintain an in-house food service delivery program.
3. Dried beans shall not be counted as a meat equivalent (except in vegetarian diets).

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4. Ground turkey may not be used to replace ground beef in casseroles such as spaghetti dishes, etc.
5. All food shall be prepared on site. Inmates will be served in their respective housing units.
6. The contractor shall provide at least three hot inmate/juvenile resident meals at regular meal times during each day with no more than 14 hours between the evening and breakfast meals. A bag lunch shall be provided for the regularly scheduled meal due to court appearances. A meal schedule will be mutually agreed upon by the contractor, the Sheriff's Office and Juvenile Services.
7. The inmate meals shall follow a pre-approved 4 week cycle menu which must be submitted with the proposal. The juvenile meals shall follow a 21 day menu cycle, pre-approved by the Virginia Department of Education. Portion sizes "as served", not raw sizes, must be clearly indicated on the menu including the cooked meat weight in combination entrees. Refer to sample menus attached to this document.
8. All menus and special diets must meet the standards for adult holding and detention facilities and Juvenile confinement facilities as established by the American Correctional Association and the Virginia Department of Education, respectfully. The contractor will have all menus approved prior to service by a registered dietitian. All meals served will be in compliance with the 1989 Recommended Daily Allowance for adult males as established by the National Academy of Sciences and will provide an average of 2,900 to 3,000 calories per day in addition to all required nutrients.
9. An item by item computer nutritional analysis of the menu with a weekly summary indicating the percentage of compliance to the highest RDA values for the inmate population shall be submitted with the proposal. Each item on the menu shall be specific nutritional values based on recipes which will be used in the facility. For example, the specific calories, protein, fat, sodium, calcium, iron and vitamins in the recipe which will be used for beef, macaroni, and tomatoes and all other meal items shall be separately identified on the computer analysis.
10. The menu shall be planned with jail tested products and recipes for inmate and juvenile resident acceptability. A variety of food flavors, textures, temperatures, and appearances shall be used. A method or plan to monitor inmate preferences and make acceptability adjustments and a sample meal quality assurance assessment form should be submitted with this proposal.
11. The contractor shall warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140 degrees hot, 45 degrees, if cold), and visibly pleasing complete with condiments (dressing, sugar, salt, pepper, catsup or mustard where indicated).

12. To avoid excessive fat calories which will result in more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall not exceed ½ ounce per serving. Also, these high fat items shall not be added to meals when they are not appropriate. For example, margarine shall not be added to meals such as hot dogs when a more appropriate mustard condiment should be used.
13. To assure a minimum level of menu quality, at least five ½ cup fruits and vegetable equivalents must be served each day. USDA School Lunch Buying Guide will be used to determine qualifying equivalents. A minimum daily variety of four different fruits and vegetables will be used to meet this requirement. As specified by the guide, items such as fruit drink, rice and noodles do not qualify. Only 100% fruit juice may be counted as a fruit requirement.
14. The contractor shall provide, at no additional cost, religious and medical diets conforming to special religious or physician ordered specifications. The offeror shall submit with their proposal a sample of their corrections diet handbook or a schedule of the four-week menu proposed to serve to those inmates on restricted diets.
15. The offeror shall include in their proposal policies for serving special meals on holidays. Proposed menus and holidays shall be identified. All such meals will be provided at contract rates. A minimum of five (5) special meals will be provided annually for Easter, Thanksgiving, Christmas and New Year holiday periods and one (1) meal to be scheduled at the discretion of the Sheriff's Office.
16. Contractor will be required to maintain documentation of all meals served including substitutions made to the menus. A plan for assuring nutritional compliance with substitutions shall be submitted with the proposal.
17. The contractor shall include a proposal for consideration of an alternative food service menu to provide meals to staff members and guests at a reasonable cost.
18. The contractor agrees to provide catered meals for special events as designated by the Sheriff's Office with not less than seventy-two (72) hours notice. The cost per meal shall be mutually agreed upon by the Sheriff's Office, Juvenile Services and the vendor.
19. Only wholesome products may be purchased and used in food production. Proper food sanitation and storage shall be maintained. Pre-approved product purchasing specifications should be submitted with the proposal.
20. All meals must be supervised to ensure the appropriate appearance and taste.

FOOD SERVICES PROGRAM

21. The appropriate USDA commodities shall be incorporated on the menu. The state fair market value of these commodities shall be credited to offset the price of the meal. The required inventory and accounting procedures will be met by the offeror.
22. The required meat/egg/cheese equivalents per meal shall include: breakfast, 1 oz., lunch – 2 oz., dinner – 2.5 oz.
23. The required number of main menu items for each meal excluding condiments, beverages and breads shall be breakfast – 3 main items, lunch – 3 main items, dinner – 4 main items. In addition, the residents in Secure Detention must be provided one evening snack per day.

See attachments for current menu for the Sheriff's Office (4pages), and the current 21-day cycle menu for Juvenile Services (2 pages).

B. Average Population

The average daily population of the jail is approximately 560 inmates. Additionally, the contractor can expect to serve approximately 25 staff meals per day. This section is not to be construed to mean the contractor will serve 585 meals daily. It is only provided as a guideline for possible meals to be served. The price per meal charged shall be determined by taking the actual meals served each day times the contract price for that number of meals.

The average daily population of Juvenile Services is approximately 100 residents. Additionally, the contractor can expect to serve approximately 50 staff meals per day. This section is not to be construed to mean the contractor will serve 1884 meals and/or snacks daily. It is only provided as a guideline for possible meals to be served. The price per meal charged shall be determined by taking the actual meals served each day times the contract price for that number of meals.

Sanitation and Inspections

1. The contractor shall maintain the food service facilities in a manner to meet or exceed all local, state and federal health code regulations regarding sanitation.
2. The contractor shall be responsible for routine cleaning and housekeeping in the kitchen areas and storage areas, and shall on a continuing basis, maintain high standards of sanitation during normal working hours.
3. The food service facilities will be subject to weekly and unannounced sanitary inspections by the Sheriff's Office and Juvenile Services' staff. All

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discrepancies will be corrected immediately. Local municipal health inspections will be conducted according to City and State laws and regulations.

4. The Sheriff and the Director of Juvenile Services reserves the right to test all food for caloric value, minimum RDA's and appropriate serving sizes and weights.

5. Sheriff staff and Juvenile Services staff reserves the right to reject meals that are obviously deficient, especially in appearance (spoiled, foreign matter, etc.) and taste. The contractor shall prepare a sample meal for each serving (breakfast, lunch and dinner). This meal shall be stored for no less than seventy-two (72) hours if necessary for testing if required by local health authorities.

6. The contractor must comply with all American Correctional Association, State, City and Sheriff's Office policies, procedures and regulations pertaining to fire safety. Inspections of the food service facilities will be conducted by the Newport News Fire Department, City of Newport News Risk Management and the Sheriff's Office staff.

7. Food handlers shall:

- a. Wear plastic food handlers' gloves during handling and serving food.
- b. Wear head covers, nets or hats while in the kitchen.
- c. Be clean shaven.
- d. Wear food service uniforms and aprons.
- e. Be free from open lesions, sores, infected wounds, diarrhea, etc.
- f. Wash their hands before and after serving food.
- g. Maintain clean personal habits.

USDA Donated Commodities

The contractor shall agree to make the fullest use of the USDA donated commodities when they are available, wholesome and appropriate for menu purposes. The contractor shall refuse the acceptance of any such commodities which are contaminated, spoiled or in excessive amounts. The utilization and control of USDA donated commodities are subject to the following requirements:

1. The contractor will properly handle, store and prepare all commodities.

2. A weekly inventory shall be taken of all commodities by the vendor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of each week, the quantity used, the quantity lost due to spoilage, theft, or shrinkage and the balances at the end of each week.
3. Commodities received will be used only for the benefit of the inmates in the jail.
4. The contractor shall credit to the Sheriff's Office invoice, the fair market value of each commodity used in the billing period, deducting any shipping and handling fees.
5. The contractor shall be responsible to resolve in a reasonable and timely manner all matters regarding discrepancies with applicable Federal USDA Programs which are applicable to the Newport News City Jail.
6. The contractor shall comply with the terms and conditions of Virginia Department of Agriculture and Consumer Services Division of Marketing/Food Distribution Program regarding the USDA program.

Access and Records

The contractor shall keep full and accurate accounts and records in connection with food service operations. Documentation of food services will reflect compliance with the American Correctional Association, the Virginia Department of Corrections standards and the Virginia State Department of Education.

A copy of these records will be provided to the Sheriff and the Director of Juvenile Services or designee on a monthly basis on the first working day of the subsequent month. In addition, all records shall be available for auditing by the City, Sheriff's Office and/or the Director of Juvenile Services at any time during the regular working hours.

All such records shall be retained by the offeror for a period of not less than three (3) years.

1. Facility inspections shall be made by the Sheriff's Office and Juvenile Services when deemed necessary, with or without advance notice to the contractor. The facilities and equipment provided by the Newport News City Jail or Juvenile Services for the proposed services shall not be used for agencies or persons other than the Newport News City Jail.

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2. Food service records maintained by the contractor shall be made available upon request of the Sheriff's staff, Juvenile Services' staff and authorized auditors. In addition, in the event of a law suit regarding food services, the contractor shall cooperate with the Sheriff's staff and Sheriff's Office legal counsel and Juvenile Services staff and the Juvenile Services' legal counsel. The contractor shall produce any and all documentation related to defending the suit during litigation.
3. At the termination of the contract with the contractor, all food service records shall be delivered to and remain the property of the Sheriff and the Director of Juvenile Services.

Administration

Contractor must provide for the managerial administration of food service Programs.

Support Services

Contractor must demonstrate their ability to manage and support the programs they propose. Examples of areas to be discussed include policies and procedures, quality improvement and cost containment.

Equipment

1. The Sheriff's Office and Juvenile Services will provide for the contractor's use, existing kitchen equipment in place at start of the contract period.
2. Prior to assuming responsibility, both parties will jointly inventory all equipment to ascertain that the equipment is in good working order. The Sheriff's Office and Juvenile Services will repair any item not in good working order at the time of the inventory.
3. A quarterly inventory of all food equipment shall be submitted to the Sheriff for all items covered in this section.
4. The contractor shall also provide weekly inspections of all kitchen equipment to ensure that the equipment is in good working order.
5. At the expiration of the contract, the contractor shall return to the City, the food services premises and all equipment furnished by the City in the condition it was received except for ordinary wear and tear.
6. The Sheriff's Office will pay for needed repairs caused by normal wear and tear.

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7. The contractor shall be responsible for the repair or replacement from direct loss or damage to property or equipment of the Sheriff's Office caused by negligence of food services staff.
8. Over the life of the contract, equipment may be replaced by the Sheriff when it has been determined that the equipment has exceeded its normal life. However, the Sheriff reserves the right to purchase needed equipment through the contractor at the lowest price available.
9. The contractor may submit for consideration a program proposal for providing maintenance/repairs and the replacement of the Sheriff's Office kitchen equipment which the cost of the program will be included in the agreed upon contract price.

STAFF REQUIREMENTS

Adequate food service personnel required to provide those services listed in this RFP must be provided by the successful offeror. In addition, the offeror must agree to comply with the following:

- A. The offeror must assure that when assigning inmate staff to job duties that inmates will not be placed in supervision of other inmates.
- B. The offeror shall provide on-site at the Newport News City Jail a Food Services General Manager, Assistant Manager, as well as the appropriate employees to prepare daily meals and supervise the inmate/resident kitchen work forces, 7 days per week.
- C. The Food General Manager will be available during normal work hours and is subject to call back during an emergency. Supervisory staff must be provided between the hours of 4:00 a.m. to 7:00 p.m. for food services 7 days per week.
- D. The Food General Manager will possess a minimum of five (5) years experience as a food service manager in an institutional setting.
- E. The offeror shall have a regional manager/supervisor who shall monitor and inspect the food service delivery operation at the Newport News City Jail on a regular schedule. The schedule shall be provided to the Sheriff prior to the execution of this contract. In addition, the manager shall be readily available to resolve contractual or operational discrepancies that have been identified by the Sheriff's Office.
- F. All employees of the offeror working at the Newport News City Jail and Juvenile Services will undergo a thorough security background investigation and/or Child Protective Services background check conducted by the Sheriff's Office and must receive clearance prior to working at the jail and Juvenile Services.

G. The Sheriff's Office and/or Juvenile Services reserves the right to refuse the contractor's employees access to the Newport News City Jail or Juvenile Services, based on, but not limited to, the following: non-performance, inappropriate conduct, failure to follow established operational or security rules and regulations, background investigations, life and safety violations, criminal violations, and/or any cause deemed appropriate by the Sheriff. All of the contractor's employees shall be required to comply with all Sheriff's Office and Juvenile Services policies, procedures and practices.

H. All contractor's employees assigned to the Newport News City Jail and Juvenile Services will submit to periodic health examinations as required by law. In addition, all employees of the vendor shall have TB skin tests and Hepatitis B vaccinations and other follow-up tests when applicable prior to working at the Newport News City Jail and Juvenile Services. The contractor shall submit proof to the Sheriff and the Director of Juvenile Services that the employee successfully passed the TB test, all follow-up related tests, and has been vaccinated against the Hepatitis B prior to the employee being assigned to the Newport News City Jail and Juvenile Services.

I. The contractor will be responsible for the direct supervision of the inmate kitchen work force. These inmate workers will provide labor for meal preparation, serving, sanitation and other related food service duties. In addition, the contractor will be responsible for training, scheduling and work assignments for kitchen labor. The contractor shall ensure all inmates have been medically screened and approved prior to working in the kitchen. The contractor's food manager/supervisor shall immediately notify the Sheriff's Office staff of any inmate rule violations, inmate performance violations, and any other life, health, safety violations regarding the inmate under his/her supervision. When appropriate, the Sheriff's Office staff will replace inmate laborers. The Sheriff's Office will provide the security of the contractor's employees.

J. The contractor shall ensure that sufficient employees are always present to prepare, deliver and receive food related deliveries including events such as, but not limited to: inmate strikes, power outages, major kitchen equipment shortfalls, overcrowding, etc. The contractor is responsible for all employee time and attendance and will make it available the Sheriff's Office staff for review. Pre-determined work schedules shall be made available to the Sheriff. First right of hire consideration shall be made to current Juvenile Services Food Service employees.

K. Contractor's employees shall comply with current and future state, federal and local laws, regulations and court orders, Administrative regulations, Administrative Directives, and those policies and procedures of the Newport News Sheriff's Office and Juvenile Services.

L. The contractor shall be responsible for paying any and all state and/or federal income, social security and unemployment taxes for it and its employees. The contractor shall also be responsible for paying any applicable workers' compensation coverage for its employees and any unemployment taxes due to the earnings of its employees.

M. The contractor shall recruit, select, train, promote, transfer and release its personnel without regard to race, color, religion, national origin, veteran status, age or sex (except where age, sex or handicap is a bona fide occupational qualification). Further, the offeror shall administer its other personnel policies such as compensation, benefits, layoffs, return from layoff, company sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, handicap, veteran status, age or sex.

GENERAL SPECIFICATIONS

A. Standards

1. The Food Services program shall be provided in accordance with Virginia Minimum Standards for Jails and Lockups. ACA standards, and NCCHC standards and the Virginia Department of Education.
2. The contractor shall secure and pay for all federal, state and local licenses, permits and fees required for the food service operations.

B. Personnel

1. Each candidate will be interviewed by the contractor with special focus on food service experience, emotional stability and motivation. The final selection shall be subject to approval by the Newport News Sheriff's Office Administration. This approval shall not be unreasonably withheld.
2. An on-site visit of the Newport News City Jail facility must be made by all screened candidates prior to formal decision of employment.
3. Initial and continued employment of staff shall be subject to approval of the Newport News Sheriff's Office Administration for compliance with security Regulations.
4. All personnel shall be required to pass a background investigation conducted by the Newport News Sheriff's Office as a requisite for initial and/or continued employment. The cost of this investigation will not be the responsibility of the contractor.

5. All personnel shall comply with current and future state, federal and local laws, regulations, court orders, Administrative Regulations, Administrative Directives, and policies and procedures of the Newport News Sheriff's Office.
6. The contractor shall be responsible for paying any and all state and/or federal income, social security and unemployment taxes for the offeror and its employees. The contractor shall also be responsible for paying any applicable workers' compensation coverage for its employees and any unemployment taxes due to the earnings of employees of the offeror.
7. The contractor must provide written proof of qualified and trained staff with sufficient backup personnel.

C. Administrative

1. The contractor's staff shall design and implement policies and procedures for the food service operations. In areas which impact upon the security and general administration of the Newport News City Jail and Juvenile Services. The policies and procedures of the provider are subject to review and approval of the Sheriff for the City of Newport News and the Director of Juvenile Services.
2. The contractor shall be responsible for ensuring that its staff report any problem and/or unusual incidents to the Sheriff, Director of Juvenile Services or his designee.
3. The contractor staff shall represent the food services program in discussions with local civic groups or visiting officials as mutually agreed upon by both parties.
4. The contractor shall participate in the Sheriff's and Juvenile Services' budget preparation process relating to food services requirements during each fiscal year. Submit an annual budget request to the Sheriff's Administration Office.

D. Schedules

1. All contractual employees shall be required to comply with sign-in/sign-out procedures agreed to by the Sheriff and the contractor.
2. The City of Newport News is contracting for staff and services to be provided by the contractor. Should the level of services to inmates required by the contract decline due to a position vacancy, the contractor will be responsible for replacement personnel. All replacements shall be subject to the Sheriff's approval for compliance with security issues.

3. For each post governed by the staffing plan, a penalty may be imposed by the Newport News Sheriff's Office for any unfilled hours.
4. For each unfilled hour for each post, the Newport News Sheriff's Office may deduct from the vendor's monthly payment the average hourly salary rate plus benefits for the post.

E. Security

The contractor's personnel shall be subject to all the security regulations and procedures of the Newport News City Jail.

F. Responsibility of the Contractor

The contractor shall be responsible for all direct and indirect costs associated with Providing services set forth in this Request for Proposal. These costs include, but are not limited to:

1. Supplying all condiments such as salt, pepper, sugar, sugar substitute, dairy creamer, mayonnaise, ketchup, mustard, hot sauce, steak sauces, salad dressing, etc.
2. Initial stocking of consumable supplies and food products at the start of the contract.
3. Purchasing current inventory/stock of food items from the current vendor at a mutually agreed price.
4. Continual procurement of food and consumables as well as maintaining the food and consumable inventory.
5. Replacement of perishable goods due to improper storage, inventory rotation, spillage, improper handling, poor sanitation, employee theft, or packaging by the vendor or those persons under their supervision.
6. Delivery of meals to the Adult Detention facility and the Juvenile Services facilities and pick-up of trays following meal service.
7. Contractor will arrange and coordinate the arrival and receipt of products at the loading dock consistent with the hours of use of the dock, so as not to interfere with the operations of the dock area.
8. Labor wages, benefits, worker's compensation, taxes, etc.

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9. Drug screening of employees.
10. Long distance phone service, photocopying, facsimile.
11. Insurances, permits, fees, licenses.
12. Paper products.
13. Reimbursements related to the United States Department of Agriculture (USDA) Food Commodities Program.
14. Replacement, repair, or theft of City property because of abuse, neglect, intentional acts, or omissions by contractual employees or improper supervision or their use.
15. Provision of Thermo type food service trays and tray carts and their replacement during the life of the contract.
16. Use of other food services facilities outside of the Newport News City Jail in order to supply meals during emergency situations, kitchen shutdowns, etc.
17. Procurement of any new food service equipment not agreed to prior to contract starting date. The Sheriff will replace certain major food service equipment on an as need basis during the life of the contract. The Sheriff reserves the right to purchase equipment through the vendor at wholesale prices.
18. Staff uniforms.
19. Office supplies, forms or other items required for the administration of the food service operation.
20. All chemicals, soaps, detergents used in cleaning/maintaining the cleanliness and sanitation of all food service areas, equipment and food trays.
21. Computer capabilities to interface with current or future information technologies systems of the Newport News City Jail.
22. Provide formal food service training to inmates for the purpose of providing vocational training to be used when seeking employment upon release.

23. Shall furnish a lesson plan, to be approved by the Sheriff, including the areas of training and schedule of classes during the training period. Upon testing and successful completion of the training, the contractor shall issue a certificate to the inmate.

F. Responsibility of the Sheriff's Office

The Sheriff's Office and Juvenile Services will be responsible for the following:

1. Accurate and timely orders for the number of meals to be served to inmates and staff within a mutually agreeable time.
2. Adequate ingress and egress to all production areas.
3. Adequate heat, lights, ventilation, and all other utilities. A telephone will be provided for local service business related calls.
4. Extermination services and removal of trash and garbage from loading areas outside of the jail.
5. General maintenance to the building structure including, but not limited to maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The City's maintenance does not include day to day sanitation and cleaning in the kitchen area.
6. Adequate preparation and storage areas.
7. Security of the employees, suppliers and other authorized visitors.
8. Maintain kitchen appliances and equipment.

G. Quality Improvement/Action

1. The contractor shall provide the appropriate training for staff.
2. The contractor shall maintain personnel files on contractual personnel which may be made available to Administration of the Newport News City Sheriff's Office, upon request.
3. Periodic meetings (at least once per quarter) shall be held between Sheriff's Office officials, Juvenile Services, facility staff, and appropriate contractual personnel to review significant issues and changes and to

provide feedback relative to the Quality Improvement/Action Program so that any deficiencies or recommendations can be discussed.

H. In-Service Training

The contractor shall provide entry level training and in-service training to food service staff as required by NCCHC, ACA Standards and the Virginia Department of Education.

I. Orientation of New Employees

1. The contractor shall be responsible for ensuring that all new food service personnel are provided with orientation regarding food service practices on-site at the Newport News City Jail and Juvenile Services. Orientation regarding other operations will be the responsibility of the Newport News Sheriff's Office.
2. The contractor shall distribute a written job description to each member of the food service staff which clearly delineates his/her assigned responsibilities. The contractor shall monitor performance of food service staff to ensure adequate job performance in accordance with these job descriptions.

J. Adjustments to Price

Should the City of Newport News Sheriff's Office and the contractor agree to a change in the existing program during the contract term, the contractor will be allowed to adjust the contract price accordingly and as identified below.

K. Modification and Amendments to the Contract

Changes in the contractual provisions of services to be furnished under the contract may be only in writing, and must be approved mutually by an authorized agent of each party to the contract.

L. Security of Inmate Files

Inmate and resident files are of a confidential nature. The contractor's employees shall be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules established by the Newport News Sheriff's Office. The contractor shall honor all policies and procedures for safeguarding the confidentiality of such data.

M. Assignment

The contractor shall give full attention to the faithful execution of the contract, shall keep the contract under his control, and shall not by power of attorney or otherwise assign the contract to any other party.

N. Abandonment or Delay

If the work to be done under this contract shall be abandoned or delayed by the contractor, or, if at any time, the Sheriff shall be of the opinion and shall so certify in writing that work had been abandoned or delayed by the contractor, the City of Newport News, Sheriff or Director of Juvenile Services may annul the contract or any part thereof if the contractor fails to resolve the matter within ninety (90) days of notice.

O. Contractor's Cooperation

The contractor shall maintain regular communications with administration of the Newport News Sheriff's Office and Juvenile Services and shall actively cooperate in all matters pertaining to this contract.

P. Responsibility

The contractor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.

Q. Public Information

Neither the contractor nor the Newport News Sheriff's Office or Juvenile Services shall publish any findings based on data obtained from the operation of this contract without the prior written consent of the other party, whose written consent shall not be unreasonably withheld.

R. Research

No research projects involving inmates shall be conducted without the prior written consent of the Sheriff.

S. Liability

The contractor shall not be responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil

disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the contractor that made performance impossible or illegal.

T. Requirements Contract

During the term of the contract, the contractor will furnish all of the services specified in this RFP. The contractor understands and agrees that this is a requirements contract and the Newport News Sheriff's Office, Juvenile Services or the City of Newport News will have no obligation to the contractor in providing the contractor's services.

U. Indemnification

The contractor shall indemnify, defend and hold the City of Newport News, the Newport News Sheriff's Office, Juvenile Services, officers, agents and employees of each harmless from and against any claims arising out the contractor's performance or non-performance of its obligations hereunder.

V. Notices

All notices and requests by the Newport News Sheriff's Office, Juvenile Services, the City of Newport News or the contractor shall be in writing and shall be delivered by certified mail, return receipt requested to the correct address of the parties to the contract. Either party may change its address by giving notice of the new address to the other party.

W. Termination of Contract

1. See the Cancellation section of the "Conditions and Instructions" page 6, paragraph 20 of this RFP.
2. 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 city government to appropriate funds, discontinuance or material alteration of the program under which funds were provide, the Newport News Sheriff's Office shall have the right to terminate the contract without penalty by giving not less than (90) days written notice documenting the lack of funding.

Unless otherwise agreed to by the City of Newport News and contractor, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

REIMBURSEMENT CRITERIA:

Monthly payments to the contractor for meals will be based on cost per meal, times the number of meals that are served.

EVALUATION CRITERIA:

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. The proposal will be evaluated on the following criteria (**listed in order of importance**):

- Experience, Qualifications, and Capability – Offeror’s experience, qualifications (certifications/accreditation etc.), and capability to perform the services as outlined in these specifications. Experience in correctional food service management for inmates and juvenile residences.
- Responsiveness and Understanding – The degree to which the offeror has fully responded to the purpose and scope of specifications, services to be provided, flexibility of offeror to meet the City of Newport News’ needs, and conformance in all material respects to this Request for Proposals, etc. Understanding of requirements.
- Suitability – The Suitability of the proposal to fulfill the City’s requirements.
- Corporate Stability - Financial stability as determined by review of audited financial reports. Current audited financial reports for the previous fiscal year regarding the offeror. Must be submitted with the “Request for Proposals”. Ability to perform and manage the proposed program.
- ◆ Cost for Services – Cost including any value added services (discounts, specials, etc.).
- ◆ References – References for whom offeror has provided equivalent or better services to.
- ◆ Additional Information – Additional information provided for the City of Newport News to consider that has not been covered, and may be beneficial.

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References: References must be for equivalent or better services.

Reference 1

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 2

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 3

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

- **Additional Contractor Data:**

- a. Years in Business supplying like services as outlined in these specifications:
_____years _____months.
- b. Business Location: proximity to the job-site; _____ miles.

Offeror maintains that he/she is able to provide qualified personnel, working equipment, specified materials, storage of materials/equipment, etc within a reasonable period of time to the job-site in order to complete the described work in an effective and efficient manner.

- c. Briefly describe your company's size and organization:

- d. Alternative Contacts for Firm: Please print clearly the data for the following alternative contacts:

Email Address: _____

Cell Phone(s): _____

Fax Number: _____

Upon contract award the firm shall provide, as available, the above alternative contacts for key personnel and supervisors responsible for the project.

- **Plan to Utilize Small, Minority, and Women Businesses:** - SBE, MBE, and WBE (small business utilization): Provide a statement of how your firm intends to utilize minority and female applicants during the course of this contract. Although no specific goals are set by the City of Newport News, participation of such enterprises is encouraged.

**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:

METHOD OF EVALUATION:

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the " other than professional services" method of selection for services outlined in the Code of Newport News, Virginia Section 2-570.2.

Note: Should the Purchasing Agent determine, in writing and in his sole discretion, that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

From the time the proposal is first advertised to the time a contract is signed, all offerors and contents of any proposal shall be kept confidential.

AWARD:

Award will be made in accordance with Code of Newport News, Virginia Section 2-570, Award. Award shall be made to the responsible offeror 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 City reserves the right to make multiple awards from this solicitation.* The award(s) 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

SILENCE OF SPECIFICATONS:

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

CONTRACT PERIOD:

The initial contract period shall begin at the date of award through November 30, 2013.

RENEWAL OPTION:

At the City's option, the contract may be renewed up to seven (7) additional years in one-year increments. This will be a total of ten (10) years including the initial one-year term.

FIRM PRICING:

Prices shall remain firm for the initial contract period. The City reserves the right to negotiate reductions in the price due to changes in market conditions during the contract period and renewals.

PRICE ESCALATION/DE-ESCALATION:

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease.

Should the City elect to exercise the option to renew the contract for additional year(s), the price increase for the additional year(s) shall not exceed the percentage increase of the “Services” category of the CPI-W SECTION OF THE COMSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available; however, the price change can be up to, but shall not exceed 5% in any year.

Written notice and proof of price change to the seller shall accompany this notification, and must be approved by the City of Newport News. Adjustments will not be automatic. These new unit price(s) shall be reflected in the annual purchase order for the renewal period.

QUESTIONS

Questions regarding this RFP, should be directed to the Department of Purchasing, Rose Kee at rkee@nngov.com and copy vgwynn at vgwynn@nngov.com (email preferred), or facsimile at (757) 926-8038, *not less than five (5) days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

DIRECT CONTACT

Direct contact with any City employee, including the Newport News Sheriff’s Office (City Jail), and Juvenile Services without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

DEBRIEFING

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8 – 5, Mon-Fri.

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the, offeror or contractor 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. *Price quotations in proposals submitted to the City are not “proprietary” or “confidential”.* They are considered public information. 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* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.**

All proposals submitted under this RFP shall become the property of the City of Newport News and will not be returned.