



ACCOMACK COUNTY
Request for Proposals #306 – Inmate Food Service

County of Accomack, Virginia
Request for Proposals #306
Inmate Food Service

The County of Accomack, Virginia, is accepting proposals from qualified offerors to provide labor, menu preparation, nutritional analysis, ordering of foodstuffs, and meal preparation for the inmates of the Accomack County Jail at 23323 Wise Court, Accomac, VA 23301.

The selected Offeror will be expected to enter into a contract with the County of Accomack. The resultant contract from this RFP **will incorporate by reference this RFP document in its entirety and the successful Offeror's response to this RFP, as well as any negotiated terms and conditions.**

The selected Offeror will be expected to work with Accomack County and, specifically Accomack County Jail staff for the services indicated in this RFP.

I. INSTRUCTIONS

Mail (via U.S. Postal Service) **three (3)** hard copies, **one (1)** original Proposal (hard copy), and **one (1)** electronic copy to the Accomack County Sheriff's Department at the following *mailing* address no later than:
5:00 p.m., Tuesday, June 16, 2020:

Accomack County Sheriff's Department
Attn: Karen Barrett
P.O. Box 149
Accomac, Virginia 23301
kbarrett@co.accomack.va.us

-or-

Deliver (via FedEx, UPS or other courier) to the following *physical* address:

Accomack County Sheriff's Department
c/o Karen Barrett
23323 Wise Court
Accomac, VA 23301
kbarrett@co.accomack.va.us

Please indicate "**RFP #306 – Inmate Food Service**" on the outside of the envelope or box.

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In the event of changes in County office hours on an RFP due date, the revised due date and time will be publically posted on the following websites:

<https://www.co.accomack.va.us/departments/purchasing/bids-rfps>

<https://m.vendor.eprocgipdc.com/Vendor/public/AllOpportunities>

Offerors are encouraged to monitor these websites for possible changes in due dates and times and for any Addenda issued regarding this RFP.

***On the date of issue of this RFP (#306), County offices are closed to the public due to the COVID19 pandemic.**

- B. Accomack County reserves the right to accept or reject any and/or all proposals as deemed to be in the best interest of the County. Receipt of any proposal shall not obligate Accomack County to accept any proposal based solely on the proposed cost of goods or services. The award of the contract for this RFP shall be made to the responsible offeror whose proposal, after evaluation, has been determined to be the best proposal and the one most suiting the needs of the County. The relative importance of pricing shall be taken into consideration but shall not be the sole determining factor. Proposals shall be evaluated with all evaluation factors taken into consideration. (See “II. Scope of Work, C. Evaluation Criteria and Factors.”)
- C. Proposals shall include all required documents contained within the RFP. Proposals shall be manually signed in ink by a person having the authority to bind the company in a contract. Facsimile transmittals shall not be accepted.
- D. Pre-Proposal Conference: A **MANDATORY** pre-proposal conference will be **conducted on Wednesday, May 20, 2020 10:00 a.m. at the Accomack County Sheriff’s Department at 23323 Wise Court, Accomac VA 23301. Only one (1) representative from each company will be granted access to the facility. Social distancing guidelines will be strictly followed. Offerors attending this Pre-Proposal Conference must contact Major Shane Childress @ schildress@co.accomack.va.us prior to arrival in order to be granted access to the facility. The Sheriff’s Office reserves the right to deny access to those who arrive unannounced.**
- E. Late Proposals: Proposals received after the submission deadline shall be returned unopened. The County shall not be responsible for tardiness of mail or any other carrier. The County shall use the USPS postmark or delivery carrier drop record to verify submissions have been received before the deadline.

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- F. Withdrawal of Proposal: A proposal may not be withdrawn or cancelled by the offeror for a period of sixty (60) days following the date designated for the receipt of proposal, and offeror so agrees upon submittal of their proposal.

II. SCOPE OF WORK

A. PURPOSE

The purpose of this RFP is to select, by competitive negotiation, a vendor to provide services for the labor, menu preparation, nutritional analysis, ordering foodstuffs, and meal preparation for the inmates of the Accomack County Jail.

B. INFORMATION/QUESTIONS

Requests for information or questions related to this RFP should be directed, in writing (emails are preferable), to:

The County of Accomack
Finance Department, c/o. Lucy Huffman
P.O. Box 620
Accomac, VA 23301
Email: lhuffman@co.accomack.va.us

C. EVALUATION CRITERIA AND FACTORS

All Proposals received by the due date shall be evaluated by a team comprised of staff from the Accomack County Sheriff's Department using the following scoring criteria:

20 Possible Points: Offeror's qualifications/experience

1. Demonstrated prior experience in providing similar services.
2. Demonstrated qualifications.

60 Possible Points: Offeror's total proposed price

1. Price inclusive of all provisions of specifications.
2. Proposed cost efficiencies.

20 Possible Points: Proposed service meeting Accomack County's needs and requirements

1. Meets all minimum requirements of RFP.

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2. Proposed methodology for improved service.

The evaluation team will short-list the vendors whose proposals receive top scores. Interviews will then be conducted with the top one or two responsible offeror(s) whose proposal(s) best demonstrates ability to perform the required services. The evaluation team will then select the offeror who has best demonstrated that it can meet the needs of the County. The evaluation team will recommend Award to the Accomack County Board of Supervisors. Pending the award decision of the Board of Supervisors, the selected vendor shall agree to enter into a contract for the agreed-upon services.

D. SUBMITTAL

For proper comparison and evaluation, the County requests that proposals follow, at a minimum, the format outlined below. All required sample menus, dietitian's certifications, contingency emergency plans and proposed transition plans shall also be included. Submittals shall not total more than 50 pages, front and back, 100 printed sheets in total and shall include all required documents as stated in the RFP.

1. **Cover Letter** — A brief letter of introduction.
2. **Executive Summary** — A brief summary highlighting the most important points of the proposal.
3. **Degree of Compliance** — A statement that all services quoted in proposal are in full accord with the specifications **or** a brief listing of all those specification sections to which the offeror takes exception. All comments shall be listed and numbered in order of the respective article of the specification.
4. **Cost Submittals/Rates** — The cost proposal should contain the all-inclusive amounts for:
 - a. Adult Inmate Meals:
 - i. Breakfast
 - ii. Lunch
 - iii. Dinner
 - b. Jail Staff shall pay for meals at price set by offeror.
5. **Descriptive Literature** — Illustrative or descriptive literature, brochures, specifications, drawings, diagrams, etc., that provide additional Offeror/product information with regard to issues addressed in other areas of the Offeror's proposal.
6. **Contractor Background Information** -- This section shall include a description of the offeror's (and subcontractor's if used) experience with other services similar to the one described herein. This information should

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include scope of several similar jobs including magnitude and cost, customer contacts and other information that Accomack County can use as a basis for performance evaluation. This section should also include information on your organization and staff assigned to the project. A management organizational chart and proposed work schedule shall be included in the graph form that indicates the days of the week and hours to be worked for each employee including the Manager and Assistant Manager.

7. **References** -- Offeror shall submit with this proposal a list of at least three (3) references where similar services or similar projects have been performed by their company. References shall include name of company, address, contact phone number and name of representative.
8. **Documentation** – Proposal shall include acknowledgement and/or explanation of all requirements of Section III – Statement of Work. Exceptions shall be clearly identified. Documentation shall include all documents required herein including, but not limited to, sample menus, dietician’s certification, contingency emergency plans, and transition plan.

E. **TERM**

The contract term will be for an initial one-year period with an option to renew for four (4) additional one-year terms for a maximum period of five (5) years. Such option to renew shall be exercised in writing solely at the discretion of the Accomack County Jail, subject to any Price Re-determination Provisions, if any, outlined elsewhere in this RFP, and further, only if all terms and conditions except the affecting price as re-determined by Price Re-determination Provision, a Supplemental Agreement extending the contract period, to be issued not later than ninety (90) days prior to expiration of this contract, nor later than the final day of the contract period. Option to renew may cover not more than a one (1) year period, and the total period of this contract, including all extensions as a result of exercise of this option may not exceed a maximum combined period of five (5) years.

F. **BONDING**

Accomack County will require a Performance Bond in the amount of 15% of the contract sum which is renewable on an annual basis as a requirement of the contract. Performance Bond must be from surety or insurance companies that are duly licensed or authorized in the state of Virginia to issue bonds or insurance policies for the limits and coverages so required. Cost of bonds shall be included in offeror’s proposed cost.

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G. OFFEROR RESPONSIBILITY

It is the responsibility of each vendor before submitting a proposal:

1. To examine thoroughly the proposal documents and other related data identified in the proposal documents.
2. To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.
3. To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.
4. To study and carefully correlate vendor's knowledge and observations with the proposal's documents and such other related data.
5. To promptly notify the County Procurement Agent of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the proposal documents and any other related documents.

III. MINIMUM TECHNICAL REQUIREMENTS

A. STATEMENT OF WORK

1. Contractor shall furnish labor, with at least two (2) work inmates provided for by Jail staff, office equipment (i.e. computer, fax, copier, long distance phone), and foodstuffs, except as provided herein, to provide full food services for inmates of the Accomack County Jail. The contractor shall make every effort to work in concert with the County's current food assistant staff person.
2. The food service provided to the Accomack County Jail shall meet all current rules and regulations as established by:
 - a. The American Correctional Association.
 - b. The Food and Nutritional Board of the National Academy Sciences as prescribed for Inmates.
 - c. Virginia Department of Corrections.

B. MEALS

1. **Standards**
The successful Contractor will be required to serve a balanced diet. Therefore, all offerors as part of solicitation are required to submit a regular menu detailing at a minimum a fourteen (14) day meal plan, specific portion

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sizes (indicating cooked or raw weight when appropriate), caloric content and seasonal variations due to a fourteen (14) day cycle meal plan. The contract shall include a special menu of proposed meals for inmates or detainees on special, modified, medical and/or religious diets (e.g. salt-free, bland, Muslim, etc.) **The contractor shall not serve any pork products to inmates in order to comply with religious diet requirements.** Both regular and special menus shall meet or exceed the applicable dietary standards for adult inmates and detainees for nutritional and caloric content as established herein.

The dietitian's certification must accompany this proposal in order for this proposal to be considered responsive.

2. **Food Safety Standards**

All foods must be prepared, held and stored in compliance with USDA standards and local health agency requirements.

C. INMATE MEALS

1. **Meal Services**

Meals are to be provided to the inmates of the Accomack County Jail in the following manner and pursuant to the rules and regulations of the Virginia Department of Corrections.

Meals shall be served three times in any 24-hour period. If more than 14 hours pass between three meals, supplemental food must be served. Minimum caloric count is 2800 for adult inmates.

2. **Meal Distribution**

Inmate meals are served in their jail cells pursuant to the rules and regulations promulgated by the Virginia Department of Corrections. Distribution of meals shall begin at 5:00 a.m. for breakfast, 11:30 a.m. for lunch and 5:30 p.m. for dinner.

3. **Meal Services – Staff**

Contractor shall provide meals to the jail staff on a reimbursable basis. Collection of funds for such meals shall be made on monthly billings by the contractor. Staff meals shall be served on the same schedule as Inmates and only after the Inmates have been served. Differences may be reflected in the prices for staff meals. Contractor shall be responsible for collection of staff meals at no expense to the County. At full staff, the complement of personnel is at 21 appointees, 15% working 8:00 a.m. to 4:00 p.m. Another 75% of jail staff working 12-hour shifts commencing 0600 to 1800 hours and 1800 to 0600 hours seven days a week. 10% of the staff are either on sick leave or annual vacation time.

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D. STAFF AND TRAINING

1. **Food Service Manager**

Food shall be served only under the immediate supervision of a food staff employee. Therefore, the Contractor shall provide an on-site Food Service Manager who is trained, experienced, and knowledgeable in food services provided to a jail facility. The manager assigned shall be subject to review by the Sheriff and staff of the Sheriff's Office. A résumé plus correctional experience used in selecting the on-site Manager will be included with the Contractor's proposal. Interviews with the proposed Manager may be required prior to award.

2. **Assistant Manager**

In the event above stated Food Service Manager is absent due to sickness, vacation or any other reason, Contractor shall furnish an acceptable Assistant Manager as a replacement. A résumé of the employee or employees who will function in this capacity must also be furnished with the proposal. The Assistant Manager shall also be assigned full time to Accomack County so that all shifts of meal preparation and distribution are adequately supervised by the Food Service Manager or Assistant.

3. **On-site Employees**

- a. In addition to the above, the Contractor shall be required to provide on-site employees who are well-trained, honest and reliable and in uniform of a style and color to distinguish them from inmate workers. Contractor personnel shall be responsible for preparing meals, and the officers and inmates shall be responsible for delivery.
- b. All Contractor employees and inmate workers provided by the County must have a valid food-handlers certificate from the Department of Health pursuant to Health and Safety Codes as applied by Virginia Law. All costs associated with obtaining such certificates for Contractor employees and inmate workers provided by the County shall be borne by the Contractor.
- c. Employees shall be subject to background checks. Checks will be accomplished by staff of the Sheriff's Office. The County shall retain the right to deny entry to any and all staff of the Contractor.
- d. The Contractor shall provide on-going in-service training to cover such areas as weekly financial reporting, established food needs, delivery check-in, production, food safety, sanitation, security, employee safety, and communications. Jail staff shall provide Contractor in-service training to cover areas of security, policy and procedures of the Sheriff's Office & Department of Corrections, procedures of the Basic Correctional Officer School at no cost to the Contractor. The Sheriff's Office shall provide necessary testing of psychological make-up of potential Contractor's employees.

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- e. Salaries paid shall meet the minimum established by both State and Federal law.
- f. The Contractor shall provide a minimum of one (1) employee assigned to the Jail Kitchen from 0500 to 1900 hours seven days a week.
- g. The Contractor shall provide Accomack County with an adequate number of employees to provide efficient meal services within the performance requirements of these specifications. At a minimum, the Contractor shall provide a Food Service Manager, Assistant Manager, and at least one additional employee.

4. Inmate Labor

- a. Inmate workers shall be provided by the Sheriff's Office. Contractor will provide sufficient certified staff with which to supervise any inmate workers provided. Personnel working with inmate labor must meet the minimum requirements of the Virginia Department of Corrections in order to legally supervise said inmates. Contractor is required to directly supervise all inmates who serve portions in a ratio, at a minimum, of one (1) supervisor to every six (6) trustees.
- b. A statement from the Contractor will be required to demonstrate its ability and knowledge in the supervision and control of inmate labor. Statement will include an explanation of training programs designed for inmate labor. Such statements will be submitted with Contractor's proposal.
- c. Notwithstanding the above, the Contractor is required to furnish sufficient number of employees to perform all required services in a professional manner.

E. USE OF FACILITY AND EQUIPMENT

- 1. The kitchen facility of the Accomack County Jail, together with kitchen utensils and equipment located therein, will be made available to the Contractors under this contract. However, such physical plant and equipment is only an accommodation to Contractor, and the County makes no warranties, express or implied as to their availability in the event of an emergency, and the Contractor must have a contingency plan acceptable to the County, and in compliance with all applicable standards of the Virginia Department of Corrections, for such an emergency. This plan must be part of the proposal.
- 2. A joint inventory of County-owned equipment will be conducted at the earliest possible date by the Contractor and Sheriff's Office staff to determine quantities and serviceability of equipment on hand. Repairs of County equipment will be at the expense of the County. Additional

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equipment found to be reasonably needed from inventory will be purchased at the County's expense. Equipment will remain the property of the County.

3. Contractor shall properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances connected thereto.

F. SANITATION

1. The entire food service and delivery areas (including loading dock and garbage disposal container) will be operated and maintained in a clean and sanitary condition and in complete compliance with all Federal, State, and local standards, including but not limited to the regulations promulgated by the County and Board of Health. The Contractor shall furnish all labor, supplies, and orderly condition at all times and in compliance with the above-listed standards.
2. Sanitation will include all silverware, utensils, and equipment as needed to prepare and serve meals.
3. The Contractor shall collect and dispose of all rubbish, garbage, litter or other waste in accordance with established policies of the Sheriff's Office.

G. CONTRACTOR QUALIFICATIONS

1. Contractor shall submit with its proposal a general history, description and status of the company, a staffing chart, and a recent audited financial statement.
2. In addition, Contractor must submit a company résumé and, as a minimum, include the following documentation:
 - a. Management with at least three (3) years' experience in correctional food service.
 - b. Listings of names, titles, addresses and telephone numbers of clients of similar size institutions with whom you presently have or had contracts, including dates plus identification of any of those clients who terminated a contract for unsatisfactory performance.
3. The prospective Contractors shall demonstrate they are an equal-opportunity employer, having declared policy of non-discrimination stating they will take affirmative action to maintain and promote non-discrimination as to race, color, religion, national origin, sex or age in all phases of employment, including the use of facilities in accordance with the law pursuant to the Civil Rights Act of 1964 and executive orders there under.

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4. The prospective Contractors shall demonstrate their ability to maintain a Safety program.
5. Description of overall support services for correctional food services. If possible, description should include services and controls to insure standards and operating results and provide frequency schedules for analysis, audits, and visitations.

H. INDEMNITY

1. Contractor agrees to indemnify and hold the County harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from Contractor's use of County facilities and/or equipment or from any breach on the part of the Contractor, its employees, agents, or expressed or implied consent of the County.
2. If by an reason of force majeure, the County shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract other than its obligation to Contractor notice and full particulars of such force majeure in writing within a reasonable time after the occurrence of the event or cause relied on, and such notice shall suspend the County's responsibilities for the continuance of the liability claimed, but no longer period. The term "force majeure" as used shall mean acts of God, strikes, lockouts, lockdowns, acts of a public enemy, orders of any kind of the Government of the insurrection, riot, work stoppage, epidemic, earthquake, fire, explosion, hurricane, breakage, or accidents to machinery or equipment over and above ordinary maintenance and repairs, constructions and relocation to a new facility, civil disturbances and other events or causes that would cripple normal operation.
3. Contractor will submit a contingency emergency plan to provide for meal service in the event of a force majeure. The County will use its best efforts to assist the Contractor by permitting reasonable variations in the menu cycle and method, but the Contractor must understand that it will not be relieved of its responsibility to provide meal service under the terms of this contract.
4. Contractor shall reimburse the County for meals disallowed under the terms of "force majeure" as defined in this RFP.

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I. EXAMINATION OF FACILITY

Prospective offerors are encouraged to examine the facility prior to submitting a formal proposal. The following procedures shall be followed:

A mandatory pre-proposal conference shall be scheduled for Wednesday, May 20, 2020, at 10:00 a.m. Only one (1) representative from each company will be granted access to the facility. Social distancing guidelines will be strictly followed. Offerors attending this Pre-Proposal Conference must contact Major Shane Childress @ schildress@co.accomack.va.us prior to arrival in order to be granted access to the facility. The Sheriff's Office reserves the right to deny access to those who arrive unannounced.

1. Those offerors who indicate an interest in touring the kitchen facility of the Jail may do so immediately following the pre-proposal conference. **The Sheriff's Office reserves the right to limit the tour so that there is minimal disruption of facility routine and to ensure that social distancing guidelines are followed.**
2. **Offerors are limited to one (1) person designated to tour the facility.** The person so designated must be accompanied by an employee of the Sheriff's Office and, as such, must comply with the procedures of the Accomack County Jail **and current social distancing guidelines.**
3. Examination of the facility will be limited to those areas directly affected by the service to be provided.

J. RESPONSIBILITIES OF THE COUNTY

The County agrees to make available for the Contractor's use its kitchen facilities and the following goods and services, except as provided in the Schedule of Services.

1. Use of its fixed kitchen equipment, kitchen appliances, kitchen carts, electric food carts, utensils, pots and pans.
2. Maintenance and use of electricity, gas, water, sewer, local telephone and garbage removal.
3. Provide pest control for all areas assigned to the Contractor.
4. Repair and maintain food preparation equipment belonging to the County.

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5. Maintain and repair the building structure in areas assigned to the Contractor.
6. Maintain adequate security of all food services areas at all times during food service operations.
7. Provide clean uniforms to inmate help to include plastic gloves and paper hats.
8. Provide paper and plastic utensil eating supplies as required.

K. TRANSITION PLAN

A proposed transition plan shall be submitted with the proposal that clearly demonstrates how the awarded Contractor plans to minimize disturbances of services during a transition period, assuming an award of contract with an effective date of July 29, 2020. The transition plan shall be detailed and specific.

L. GENERAL PROVISIONS

1. **SCOPE OF CONTRACT:** This is an estimated requirements contract; and, therefore, the successful Contractor will be paid only to the extent of actual meals served as called for by the Sheriff's Office or his authorized representative.
2. **TERMINATION FOR DEFAULT:** Failure by either party to this contract in performing any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action within the prescribed ten (10) days, or failure to provide a written reply, shall constitute a Default of contract. The defaulting party shall be given a sixty (60) day period within which to show cause why the contract should not be terminated for default. Civil court action may be taken as to the best interest of the County. All notices for corrective action, breach, default, or to show cause shall be issued by the County Finance Department (Procurement Agent) or County Attorney only, and all replies shall be made in writing to the County's Procurement Agent at the address shown: P.O. Box 620, Accomac, VA 23301 or lhuffman@co.accomack.va.us. Notices issued by or issued to anyone other than the county procurement Agent shall be null and void and shall be considered as not having been issued or received. The defaulting party shall be liable for liquidated damages, if any, as stipulated elsewhere in this contract. Accomack County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract and may contract with another party,

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with or without solicitation of proposals or further negotiations. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this contract or compensate for any loss of income to the County derived hereunder should it become necessary to contract with another source, plus reasonable administrative costs and attorney's fees. In the event of termination for default, Accomack County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

M. PATENTS/COPYRIGHTS

The successful offeror agrees to protect Accomack County from claims involving infringements of patents and/or copyrights.

N. PERFORMANCE OF CONTRACT

Accomack County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award.

O. BILLING AND PAYMENT

1. The Contractor shall prepare and forward monthly certified statements to the Jail Supervisor. The statements will reflect the preceding month's food services detailing the exact number of meals served on a daily basis as follows:
 - a. Actual number of Inmate meals; and,
 - b. Actual number of Jail Staff meals served, billed, and collected.
2. In addition, the Contractor shall submit a comprehensive bi-weekly invoice to the Sheriff's Department for verification, approval, and payment.
3. Accomack County estimates that 100 inmates and an undetermined number of jail staff meals per day shall be provided under this contract. The Accomack County Jail has a capacity of 96 inmates.

NOTE: The above is provided for information only. Accomack County is not responsible in the event actual meals served do not meet or exceed the above numbers. Accomack County is obligated only to the extent of actual approved meals served. In addition, in the event Accomack County establishes operations for additional jail services, the contract will encompass the additional meals required.

P. PRICE REDETERMINATION

The price per meal stated on the Pricing Proposal sheet is firm for the first twelve months of service. Unit prices for the subsequent annual renewal options, if any,

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shall be redetermined each twelve months. Unit prices per meal may increase or decrease but shall remain firm for the entire redetermination period.

Any increase in the established unit price shall not exceed 5% from year to year.

Each redetermination of prices shall be established through issuance of a modification to this contract, signed by the Contractor and the County stating re-determined prices that will apply during the redetermination period.

Q. CONTINUITY OF SERVICES

The Contractor shall recognize that the services under this contract are vital to Accomack County and must be continued without interruption and that, upon contract expiration, another Contractor may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

R. GENERAL TERMS & CONDITIONS

See attached.

S. PROPOSAL DOCUMENTS

Contractor shall also complete, sign and return the attached forms:

1. Proposal Pricing Form
2. Signature Page
3. Vendor Eligibility Certification
4. Small Business and Supplier Diversity Form
5. Proof of Authority to Conduct Business in Virginia

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PROPOSAL PRICING FORM

	All Inclusive per Meal Cost		All Inclusive per Meal Cost
	Inmate Meals		Jail Staff Meals
Breakfast	\$	Breakfast	\$
Lunch	\$	Lunch	\$
Dinner	\$	Dinner	\$

Company Name

Authorized Signature

Address

Name (Printed or Typed)

City, State, Zip

Title

Phone

Date

Fax

E-mail

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SIGNATURE PAGE

(to be completed and returned with your RFP response)

COMPANY NAME: _____

MAILING ADDRESS: _____

**TELEPHONE
NUMBER:** ()

**FAX
NUMBER:** ()

E-MAIL: _____

**PRINTED NAME AND TITLE OF
PERSON AUTHORIZED TO
SIGN FOR ENTITY:**

SIGNATURE: _____

By signing this form, bidder or offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP and the General Terms, Conditions and Instructions to Offerors herein.

******* TO BE COMPLETED ONLY IF AN ADDENDUM IS ISSUED*******

ADDENDUM #1

Signature Certifying Receipt

ADDENDUM #2

Signature Certifying Receipt

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VENDOR ELIGIBILITY CERTIFICATION
(to be completed and returned with your RFP response)

This is to certify that this person/firm/corporation has neither been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation

Please return this page.

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It is the intention of the County of Accomack to comply fully with relevant federal and state laws, orders, and regulations and to promote the interests of the Virginia Department of Small Business and Supplier Diversity and like agencies. The procurement practices of the County of Accomack are non-discriminatory and promote equality of opportunity for all qualified businesses.

PLEASE INDICATE THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM, IF ANY:

DESIGNATIONS: (Please refer to the definitions provided by the Virginia Department of Small Business and Supplier Diversity.)

- **Micro Business** Yes No
- **Small Business** Yes No
- **Women-Owned Business** Yes No
- **Minority Business** Yes No
- **Service Disabled Veteran** Yes No

The above information is requested for statistical purposes only.

CONTACT FOR ADMINISTRATION

Name: _____

Office Address: _____

Office Phone Number: _____

Please return this page.

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PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID.

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/ Bidder 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 of the code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/ Bidder is not required to be so authorized. Any Offeror/ Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator as applicable.

If this quote for goods or services is accepted by the County of Accomack, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is

_____.

B. _____ Offeror/ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is

_____.

C. _____ Offeror/ Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/ Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/ Bidder

Date

Authorized Signature

Print or Type Name and Title

Please return this page.

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**GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND
OFFERORS**

Tax Exemption

The County of Accomack is exempt from and will not pay Federal Excise Tax, Transportation Tax or the Commonwealth of Virginia Sales and Use Tax. The County is also exempt from the local 911 tax. A signed certificate to document the County's tax-exempt status is available upon request by contacting the Finance Department.

1. **Contractor's License:** Bidders (as required) must be licensed as a Contractor in the State of Virginia; and bidder's attention is directed to Chapter 7, Title 54, Code of Virginia as amended. Bidder shall include a copy of his license with the completed bid form, if applicable.

2. **Business License:** All businesses who wish to engage in business with the County of Accomack must possess a valid Accomack County Business License or must document why they are exempt from licensure. Most businesses who have obtained business licenses from other county jurisdictions are exempt from Accomack County licensure requirements; however, rules differ for building contractors and tradesmen who may be required to possess multiple business licenses. Businesses should contact the Commissioner of the Revenue for specific guidance on this issue. This office may be reached at 757-787-57473.

3. **Insurance:** (A contractor is defined as an individual or firm which has entered into an agreement to provide goods or services to the County of Accomack.) Any contractor/ vendor doing business with the County shall maintain insurance to protect the County of Accomack, Virginia from claims under the Worker's Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under a contract, whether such operations by the contractor/ vendor or subcontractor, or anyone directly or indirectly employed by either, such insurance to conform to the amounts as prescribed by law. **For construction contracts**, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia* during the entire term of the contract.

Whenever work is to be performed on County-owned or -leased property or facilities, the contractor/ vendor shall be required to have the insurance specified with an insurance company acceptable to the County of Accomack and licensed to do business in the state of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements for the County of Accomack are as follows:

Commercial General Liability: \$1,000,000 per occurrence /\$2,000,000 aggregate and is to include:

- A. Premises/Operations' Liability,
 - 1) Products and Completed Operations Coverage, and
 - 2) Independent Contractor's Liability or Owner's and Contractor's Protective Liability.

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The County of Accomack, Virginia must be endorsed as an “additional insured” when a Contractor is required to obtain Commercial General Liability coverage.

- B. Automotive Liability: \$1,000,000 combined single limit and only if motor vehicle is to be used in the contract.
- C. Worker’s Compensation Liability: Virginia statutory requirements and benefits (if the contractor has three or more employees).
- D. Employer's Liability: \$100,000 (if employees are paid a wage or salary).
- E. In addition, various Professional Liability/Errors and Omissions insurance coverages are required when providing those services as follows:

Profession/Service	Occurrence Limit	Aggregate Limit
Accounting	\$1,000,000	\$3,000,000
Architecture	\$2,000,000	\$6,000,000
Asbestos Design, Inspection, or Abatement Contractors	\$1,000,000	\$3,000,000
Health Care Practitioner	\$1,650,000	\$3,000,000
Insurance/Risk Management	\$1,000,000	\$3,000,000
Landscape/Architecture	\$500,000	\$1,000,000
Legal	\$1,000,000	\$5,000,000
Professional Engineer	\$2,000,000	\$6,000,000
Surveying	\$100,000	\$300,000

The minimum amount of professional liability insurance required to be carried by the A/E shall be calculated as not less than an amount equal to 5% of the estimated cost of construction of all County-owned projects designed by the A/E which are currently under construction, but in no event shall the amount of professional liability insurance be less than \$100,000 per claim. As an alternative to the calculated amount indicated above, the A/E may work with the County to procure a 'Project Insurance' package for that project which is satisfactory to the County; or, the A/E may provide a Certificate of Insurance indicating coverage in the amount of \$2,000,000 per claim and \$6,000,000 in the aggregate.

- 4. **Non Discrimination:** The County of Accomack does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4310 and 2.2-4343.1 *Code of Virginia* as amended, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Contractors/ vendors shall agree as follows:

- A. The contractor/ vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- B. The contractor/ vendor shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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- C. The contractor/ vendor, shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal-opportunity employer. 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 provision.
 - D. The contractor/ vendor shall include the provisions of paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 5. Drug-Free Workplace:** During the performance of contracts, contractors shall agree 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 such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf on the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, 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.
- 6. Qualifications of Bidder/Offeror:** Each bidder shall be prepared to supply evidence of qualifications and capacity to perform work as proposed. Items which *may* be considered evidence are as follows:
- A. Current financial statement
 - B. List of current and past similar contracts
 - C. Explanation of methods to be used in fulfilling this contract
 - D. Statement of current work load and/or capacity
- Additional particular items may be requested as needed by the County. All qualifications shall be received within ten (10) days of request by the County.
- 7. Competency of Bidder/Offeror:**
- A. The bidder, if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents. Such evidence shall be presented within a specified time and to the satisfaction of the County.
 - B. Bidders certify that their bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
 - C. Bidders or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk.

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D. Bids and contracts issued by the County of Accomack shall bind bidders to applicable conditions and requirements set forth in the bid boilerplate, unless otherwise specified in the bid documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.

8. Completing the required forms:

- A. Use only the forms supplied by the County, as requested.
- B. One original signed bid shall be submitted.
- C. All blanks on forms shall be completed, as requested.
- D. Any interlineation, alteration, or erasure on the bid form shall be initialed by the signer of the bid.
- E. Each proposal shall be signed by the person or persons legally authorized to bind the offeror to a contract, using the legal name of the signer.
- F. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the offeror.
- G. Offerors shall supply all information and submittals as required to constitute a proper proposal. Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the offeror with specifications, instructions, and/or all terms and conditions shall be construed in the light most favorable to the County.
- H. When an error is made in extending total prices, the unit price will govern, if applicable.
- I. Erasures must be initialed by the offeror.
- J. Offerors are encouraged to recheck their proposals for completeness.

9. Specifications Exceptions: Exceptions to the specifications or general instructions must be in writing and submitted with the required forms. Failure to clearly identify any exception may result in the proposal receiving a lower score.

10. Use of Brand Names: The name of a certain brand, make, manufacturer, or definite specification is to set forth to convey to prospective offerors the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose, shall be acceptable.

11. Eligible Vendors: ~~Vendors responding to a request for supplies must be the manufacturer or authorized distributor of all products bid. N/A this RFP #306 only~~

12. Delivery Terms: Prices must be net, based on delivery to the specified location(s) in Accomack County. Prices shall include all applicable freight charges; extra charges will not be allowed.

13. Comments/Questions: Any information relative to interpretation of specifications and drawings shall be requested of the Procurement Agent, in writing, in ample time before the submission deadline. No inquiries, if received by the Procurement Agent within five (5) business days of the deadline for receipt of proposals, will be given any consideration. Any material interpretation of a specification, as determined by the County Procurement Agent,

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will be expressed in the form of an addendum to the specification which will be posted publically as previously indicated no later than three (3) business days before the deadline for submissions. Oral answers will not be authoritative. Comments concerning specifications or other provisions of the required documents may be directed to Lucy Huffman, Procurement Specialist, County of Accomack at lhuffman@co.accomack.va.us.

14. Bid/Proposal Delivery: ~~Bids/proposals may be delivered to the Accomack County Administrator's Office, Suite 203, 23296 Courthouse Avenue, Accomack, VA 23301. Bids/proposals may be mailed to the Accomack County Finance Department, c/o Lucy Huffman, Procurement Specialist, P.O. Box 620, Accomack, VA 23301. Offerors are encouraged to consider delays in delivery when mailing and sending submittals. See "Instructions," Page 1, this RFP #306 only.~~

15. Bid/Proposal Preparation: The bid/proposal and any other documents required to be submitted with the bid shall be enclosed in a sealed, opaque envelope. The envelope must have the notation indicated in the IFB/ RFP package. ~~If the bid is sent by mail or any other delivery service, the sealed, opaque, bid envelope shall be enclosed in a separate sealed envelope within, addressed to the County of Accomack, c/o Procurement Specialist, Lucy Huffman, 23296 Courthouse Avenue, Suite 203, P.O. Box 620, Accomack, VA 23301, noting the IFB/ RFP number and name of project on the face thereof. (omitted, this RFP #306 only)~~

16. Bid/Proposal Receipt: Bids/proposals shall be received before the due date and time stated in the Invitation for Bids or the Request for Proposals. The bidder/offeror shall assume full responsibility for taking whatever measures are necessary to ensure that the bid/proposal reaches the County Office(s) designated in the Invitation for Bids or Request for Proposals prior to the local time and date specified for receipt of bids/ proposals. The County will not be responsible for any bid/proposal delayed in the postal or other delivery service nor any late bid/proposal or amendment thereto received after the due date and time set for receipt of bids/ proposals. Bids/proposals received after the time and date indicated in the IFB/ RFP will be returned to the bidder/ offeror unopened.

17. Acceptance or Rejection Proposals:

A. RFP's shall be awarded to the offeror whose proposal most closely meets the evaluation criteria set forth in the Request for Proposals with price as one of the determining factors, but not the sole determining factor. The County reserves the right to reject the proposal of any contractor/ vendor who has failed to perform properly in any way or to complete on time contracts previously awarded, or a proposal from any offeror who investigation shows is unqualified to perform the contract.

B. The County reserves the right to waive any irregularities.

20. Pricing: Prices quoted in Proposals shall be considered, but shall not be the sole determining factor in selecting a provider for the required services.

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21. Contract Award for RFP's:

Proposal -- A Selection Committee will review and evaluate all proposals received by the deadline. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal and the evaluation criteria listed herein. The Committee shall score all proposals. The offeror(s) receiving top scores will be interviewed. Negotiations will be conducted at that time and fixed pricing schedules can be discussed. The County shall be the sole judge as to the merits of qualifications submitted by offerors. Recommendation of award shall be approved by the Board of Supervisors. The decision of the County Board of Supervisors shall be final. In the event the County determines, in writing and in its sole discretion, that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

The following documents, which are included in the solicitation, shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Accomack Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- B. General Terms, Conditions and Instructions to Bidders,
- C. Special Provisions and Specifications,
- D. Pricing Schedule,
- E. Any addenda/amendments/Memoranda of Negotiations.

22. Notice of Award: Successful offeror(s) will be notified if their proposal has received the highest score(s).

23. Permits: Any and all required permits shall be obtained by the contractor/ vendor.

24. Performance Bond and Payment Bond: The selected offeror may be required to provide to the County a Performance Bond and Payment Bond in an amount equal to the amount of the contract.

25. Termination for Convenience: A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Administrator or Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor/ Vendor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

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26. Termination of Contract for Cause

- A. If, through any cause, the Contractor/ Vendor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor/ Vendor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor/ Vendor under the contract shall, at the option of the County, become its property and the Contractor/ Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- B. Notwithstanding the above, the Contractor/ Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor/ Vendor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor/ Vendor is determined.

27. Contract Alterations: No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the County Administrator or Agent.

28. Subletting of Contract or Assignment of Contract Funds: It is mutually understood and agreed that the Contractor/ Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of his or her contractual duties to any other person, firm, or corporation without the previous written consent of the County Administrator or Agent. If the Contractor/ Vendor desires to assign his or her right to payment of the contract, Contractor/ Vendor shall notify the County Administrator or Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor/ Vendor from his or her obligations or change the terms of the contract.

29. Funding: A contract shall be deemed binding only to the extent of appropriations available to each Department or Office for the purchase of goods and services.

30. Delivery/Service Failures: Failure of a Contractor/ Vendor to deliver goods or services within the time specified, or within reasonable time as interpreted by the County Administrator or Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County Administrator or Agent, shall constitute authority for the County Administrator or Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor/ Vendor shall reimburse the County, within a reasonable time specified by the County Administrator or Agent, of any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County Administrator or Agent.

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31. Non-Liability: The Contractor/ Vendor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy, or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor/ Vendor. Under such circumstances, however, the County Administrator or Agent may, at his or her discretion, cancel the contract.

32. Responsibility for Supplies Tendered: Unless otherwise specified in the solicitation, the Contractor/ Vendor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point; but, the Contractor/ Vendor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor/ Vendor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor/ Vendor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor/ Vendor at his or her risk and expense or dispose of them as its own property.

33. Replacement: Materials or components that have been rejected by the County Administrator or Agent, in accordance with the terms of a contract, shall be replaced by the Contractor/ Vendor at no cost to the County.

34. General Guaranty:

Contractor/ Vendor agrees to:

- A. Hold the County, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor/ Vendor is not the patentee, assignee, licensee, or owner.
- B. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work, or to the work of other contractors, for which his or her workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the County.
- E. Protect the County from loss or damage to County-owned property while it is in the custody of the Contractor/ Vendor.

35. Service Contract Guaranty:

Contractor/ Vendor agrees to:

- A. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.

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- B. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- C. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.
- D. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County.
- E. The County of Accomack shall be under no obligation to compensate the Contractor/ Vendor for any services not rendered in strict conformity with the contract.

36. Indemnification: The Contractor/ Vendor shall indemnify, keep and hold harmless the County, its agents, officials, employees, and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost, and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error or omission of the Contractor/ Vendor or his or her employees, or that of the subcontractor or his or her employees, if any; and, the Contractor/ Vendor shall, at his or her own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the County in any such action, the Contractor/ Vendor shall, at his or her own expense, satisfy and discharge the same. Contractor/ Vendor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor/ Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

37. Virginia Freedom of Information Act: All proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen or any interested person, firm, or corporation in accordance with the Virginia Freedom of Information Act *except* as provided below:

- A. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- B. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, **except** in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract **except** as provided in paragraph "C" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- C. Trade secrets or proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other

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materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Any offeror shall not identify as trade secret or proprietary information their entire completed proposal.

- D. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

42. **Applicable Law and Courts:** The contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and exclusive jurisdiction for the resolution of any dispute arising out of this contract shall be in the Circuit Court of Accomack County, Virginia.
43. General Terms and Conditions stated herein are controlling, and any variance or inconsistency with terms elsewhere shall be resolved in favor of these General Terms and Conditions.