

Mayor
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City Manager
Ryann Juden

Council Members
Isaac E. Barron
Pamela A. Goynes-Brown
Scott Black
Richard J. Cherchio



Finance Department

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August 31, 2020

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL (“RFP”)
RFP 2020-005 North Las Vegas Community Correctional Center Food Services**

Proposals will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com until **Monday, September 28, 2020 at 1:00 P.M.** (the “Proposal Due Date”).

An optional Pre-Proposal Meeting will be conducted at **1:00 P.M., local time, Tuesday, September 8, 2020**, via Google Meet conference call, Telephone #413-369-1127, Meeting Pin# 282 892 164#. The purpose of this meeting is to discuss the Request for Proposal requirements and answer any questions or concerns. Any and all questions asked during this meeting must be sent via email or submitted in NGEM at the conclusion of the Pre-proposal meeting.

All questions or concerns must be submitted electronically in the NGEM System or via e-mail to Joy Yoshida, Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **September 14, 2020 at 12:00 p.m.** All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Proposal documents may be accessed at www.ngemnv.com, at the City of North Las Vegas website at www.cityofnorthlasvegas.com at the Purchasing Bid Advertisements Page. The City reserves the right to reject any and all Proposals, waive any informality or technicality, or to otherwise accept Proposals deemed in the best interest of the City.

Joy Yoshida
Joy Yoshida, Buyer

Published Las Vegas Review Journal August 31, 2020

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL (“RFP”)
RFP 2020-005 North Las Vegas Community Correctional Center Food Services**

1. PUBLIC RECORDS:

The RFP documents and all Proposals submitted in response thereto are public records. You are cautioned not to put any material into the Proposal that is proprietary in nature. The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City’s records are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential.

2. PERFORMANCE OF WORK:

The successful Respondent shall perform all the work described in this RFP as may be necessary to complete the contract in a satisfactory and acceptable manner according to the terms set forth herein and in any agreement entered into with the City.

3. FORM OF CONTRACT:

Execution of the Contract by all named parties will authorize delivery of goods or services obtained under this RFP.

4. ELECTRONIC RESPONSE THROUGH NGEM SYSTEM:

Proposals must be submitted online through the Nevada Government eMarketplace (NGEM). The NGEM System is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. The NGEM System is available at www.ngemnv.com. There is no cost for any Respondent to use the NGEM System, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Proposals must be submitted on the NGEM System no later than the Proposal Due Date and time. Per the Terms of Use of the NGEM System, Proposals may not be submitted after the Proposal Due Date, and the server clock will govern.

5. EXPLANATION TO RESPONDENT:

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of its Proposal. Oral explanations given before the award of the Contract will not be binding. Any written interpretation made will be furnished to all Respondents, and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications or other pre-Proposal documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Joy Yoshida, Buyer by email at yoshidaj@cityofnorthlasvegas.com. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be posted on NGEM. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under the Proposal documents as submitted. All addenda issued shall become part of the Proposal documents.

6. METHOD OF EVALUATION AND AWARD OPTIONS:

The evaluation of the Proposals will be conducted by City personnel. The City will award this Request for Proposal based on the Respondent who submits the most responsive, responsible Proposal deemed to be in the City's best interest according to the evaluation criteria set forth within this RFP. Please prepare your Proposal according to the appropriate sections and your Proposal will be evaluated accordingly. The City reserves the right to reject all Proposals, including proposals that are not within the City's budget. Pursuant to NRS 332.065(3), the City shall not enter into a contract with a Respondent to this Proposal unless the contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

8. CONDITIONS OF PROPOSAL SUBMITTAL:

- (a) The Proposal must be signed by a duly authorized official of the proposing firm or company submitting its Proposal.
- (b) No Proposal will be accepted from any person, firm, or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Proposal will be accepted from any person, firm, or corporation if that person, firm, or corporation or any of its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Proposal to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

9. PROTESTS:

The City will publish the Recommendation of Award Notification on NGEM. Any Respondent may file a notice of protest regarding the proposed award of the Contract by the North Las Vegas City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the City Clerk. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Contract documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do

business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of (i) twenty-five percent (25%) of the total value of the Proposal submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful proposal may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the Contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a Proposal, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

10. LICENSES:

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Proposals for this project. Upon award, the successful Respondent will be required to obtain a North Las Vegas Business License.

11. PUBLIC OPENING:

Proposals received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Request for Proposal documents. Respondents, their authorized agents and the public are invited to call in. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Proposal not properly addressed or identified.

12. TERM OF THE CONTRACT:

The Contract shall have a term of one (1) year from November 1, 2020 to October 31, 2021, with an option for a one-year extension at the City's discretion.

13. INSURANCE:

Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required; (iii) will include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) disclose

all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000.00 without the City's written approval. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after 30 days' written notice has been given to, and approved in writing by, the City Attorney or the City Risk Manager.

The policy shall provide the following minimum limits:

COMMERCIAL GENERAL LIABILITY

Commercial General Liability (CGL) : Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$3,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

ADDITIONAL INSURED STATUS

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

AUTOMOBILE LIABILITY

ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Proposal prices and no additional compensation will be made.

In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

WORKER'S COMPENSATION INSURANCE:

Each successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph. If the successful Respondent has no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Proposal.

14. PERFORMANCE BOND

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the contract, a performance bond in the amount of twenty percent (20%) of the proposed cost of the contract. A renewal of the performance bond shall be required for each extension of the contract.
- (b) The Bond may be secured through the usual sources provided that the surety is authorized and licensed to do business in the State of Nevada, with the exception of individual surety bonds, which are not acceptable to the City.
- (c) The Performance Bond may be written on the form provided by the City such as the sample form in Exhibit H.
- (d) The Company shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney.
- (e) The Performance Bond must be issued by a certified surety listed in the Department of the Treasury Circular 570 ("Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds, and as Acceptable Reinsuring Companies"), current revision.
- (f) The Performance Bond must be delivered to the City within ten (10) days after the Award Date and prior to each anniversary date of this Contract. Should the Company fail to provide such bond, the City may, at its option, purchase the bond and deduct the cost thereof from any payment due the Company.

15. INDEMNITY:

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as

a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

16. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable City, County, State and Federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout its duration, and they will be deemed to be included in the Contract the same as though herein written out in full.

17. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this project. The addendum must be acknowledged and returned in the Proposal submission.

18. CANCELLATION OF CONTRACT:

The City reserves the right to cancel the award or execution of any contract at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.

19. TERMINATION FOR CONVENIENCE:

The City shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within thirty (30) days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

20. TAXES:

The City is exempt from State, Retail, and Federal Excise Taxes. The Proposal price must be net, exclusive of taxes.

21. EXCEPTIONS:

Each Respondent must list on a separate sheet of paper any exceptions to the Request for Proposal specifications and attach it to its Proposal. Exceptions, deviations, or

contingencies requested in Respondent's Proposal, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of the Proposal. **A template of the City of North Las Vegas Service Agreement is attached in Exhibit G. Any and all exceptions to this document must be declared at the time of submission.**

22. FISCAL FUNDING OUT:

In the event the City fails to appropriate funds for the performance of this contract, the Contract will terminate once the existing funds have been exhausted.

23. LIMITATION OF FUNDING:

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under the Contract.

24. ESCALATION:

The prices submitted in your Proposal must remain firm throughout the Term of the contract. Any intended escalation for the possible extensions must be included in the Respondent's Proposal. If escalations are not included for the possible extensions, the price for the Initial Term will apply for each possible extension unless otherwise permitted by the City.

25. AUDIT OF RECORDS:

- (a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Proposal in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Proposal for a period of three (3) years after completion of this Proposal and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Proposal. The successful Respondent agrees to give the City access to records immediately upon request.
- (b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Proposal at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the City desires concerning successful Respondent's operation hereunder at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the

City. If the City or the City's designated representative(s) find that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

- (c) If, at any time during the term of this Proposal, or at any time after the expiration or termination of the Proposal, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (a) repaid immediately by the successful Respondent to the City or (b) at the City's option, credited against any future billings due the successful respondent.
- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Proposal.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful Respondent's right to dispute.

26. INDEPENDENT CONTRACTOR:

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful Respondent as the sole responsible party for the performance of this Contract. The successful Respondent shall maintain complete control over its employees. Nothing contained in the RFP, Contract or award by the City shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

27. COMPANY PERSONNEL:

The successful Respondent is solely responsible for the supervision and control of its staff performing work under this contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement.

The successful Respondent (and employees performing work) will be required to go through a City Background check which can be coordinated with our HR department if the successful Respondent will be performing work on City Property. Successful Respondent shall be notified during the contract phase what background check requirements apply to the contract.

28. KEY PERSONNEL:

For the City of North Las Vegas:

Joy Yoshida, Buyer. She is responsible for the administration and audit of the Contract and any changes. She can be reached at (702) 633-1745, Monday through Thursday, 6:30 a.m. to 4:00 p.m.

Renee Baker, Director, Community Correctional Center. She or her designee is responsible for monitoring the project and is responsible for any requested changes by the Respondent. She can be reached at (702) 633-1400 ext. 5717, Monday through Thursday, 7:00 a.m. to 5:00 p.m.

The cutoff time for any questions regarding this Request for Proposal is **Tuesday, September 14, 2020 at 12:00 p.m. Local time. Any questions submitted beyond this cutoff time will not be answered.**

City of North Las Vegas
Request for Proposal (“RFP”)
RFP 2020-05 North Las Vegas Community Correctional Center Food Services

Definitions

Certificates of Insurance – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided, the type and dollar amount of applicable liability, and shall list the City of North Las Vegas , its public officials, officers, employees, agents, and volunteers, as an additional insured.

City - the City of North Las Vegas.

City Attorney – the lawyer employed by the City of North Las Vegas, who is legally appointed as legal counsel to transact business on behalf of the City of North Las Vegas.

City Clerk - a public officer charged with recording the official proceedings and vital statistics of the City of North Las Vegas.

City Council - the legislative body that governs the City of North Las Vegas.

City Manager - a person not publicly elected but appointed by the City Council to manage the City of North Las Vegas.

City Records - information, minutes, files, accounts or other records which the City of North Las Vegas is required to maintain, and which must be accessible to review by the public.

City Staff - any person currently employed by the City of North Las Vegas.

Contract – the written agreement between the City and the Respondent selected by the City as having the best Proposal, as approved by City Council and fully executed by the parties.

Key Personnel - defined City employees listed in Paragraph 27.

Pre-Proposal Meeting – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a Proposal.

Nevada Public Records Law – as defined in NRS Chapter 239.

Proposal - document submitted in NGEM by Respondent to the City of North Las Vegas offering the product or service that meets the requested specifications. Respondent will fill out the Proposal documents with their price offering and complete all required documents.

Purchasing Department – The City of North Las Vegas Department that reviews the Proposals for compliance to specifications, reviews the pricing, and awards the Contract to the most responsive and responsible Respondent.

Recommendation of Award Notification – notification to the general public that the City has recommended a Respondent who has been selected based on having the best Proposal by

meeting the criteria listed in the Proposal documents. This Recommendation of Award goes to the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the Request for Proposal.

Representative – person who represents a company and compiles questions to enable the company to submit a proposal that accurately identifies the City's requirements.

Request for Proposals – the official legal published advertisement of the Proposal requirements.

Respondent(s) or Proposer(s) – Vendor who offers the requested service or product to the City on the official Request for Proposal.

Subcontractor - a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

Warranty - a guarantee on purchased goods that they are of the quality represented and will be replaced or repaired if found to be faulty.

CITY OF NORTH LAS VEGAS

RFP 2020-05 North Las Vegas Community Correctional Center Food Services

SCOPE OF WORK

1. **Introduction:** The City of North Las Vegas is seeking Proposals from qualified Respondents for an award for the North Las Vegas Community Correctional Center Food Services.

This RFP is intended to provide sufficient information to receive complete Proposals for the Work which includes, but is not limited to, off site kitchens, food, all equipment necessary for food preparation and storage, staff, and delivery and transportation of the food to the City's Community Correctional Center necessary to effectively:

SPECIFICATIONS

A. Provide Food Services for Inmates located at the City's Community Correctional Center. Organize, conduct and be responsible for a complete food services system and perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, will furnish all kitchens, transportation, food, materials, equipment, tools, labor, supplies or incidentals necessary to provide the services in the best possible and most expeditious manner.

B. Maintain an open, collaborative relationship with the administration and staff of the Community Correctional Center.

C. Provide and serve the highest quality foods ensuring that inmates receive the below nutritional value and quality:

- The Successful Respondent shall provide well balanced meals meeting an average daily range between 2200 and 2800 calories and no more than 2300mg sodium per average daily for males and females, except where medically indicated for approved medical diets that may include but not limited to renal, liquid, diabetic and pregnancy. All foods served shall contain 0 grams trans fats and contain no partially hydrogenated oils in the ingredients list. No individual food item shall contain more than 480mg sodium per serving. All measurements referred to are ready to eat weight.
- All Recommended Dietary Allowances (RDA) requirements shall be determined by the most current information available from the Food and Nutrition Board, National Academy of Sciences National Research Council, American Heart Association, American Diabetic Association. In the event of a discrepancy between requirements in this Scope of Services and requirements of the National Research Council, the requirements specifying the greater nutritional value shall prevail.
- The Successful Respondent shall provide a detailed nutrient analysis including but not limited to total calories, sodium, saturated fat, trans fat, added sugars, fiber, protein, carbohydrate, potassium, calcium, and iron. The Successful Respondent shall provide ready to eat weight for each serving size portion, and recipes for every menu item. All recipes must be as appropriate for the size of the population and all recipes must be submitted to the Director of Corrections upon request. Itemized nutrient analysis shall be made available in addition to overall analysis based on the weekly cycle menu.

D. Operate the food service program in a safe and cost-effective manner.

E. Operate the food service program using professionally trained personnel.

Successful Respondent Responsibilities:

PERSONNEL

- A. The Successful Respondent shall provide Food Services to the Community Correctional Center by providing three meals each day, as well as, a common fare diet for each meal, if necessary.
- B. Any violations of the law by Successful Respondent's staff must be reported in writing to the Director of Corrections within 72 hours of knowledge.
- C. The Successful Respondent has or will secure, at its own expense, the qualified personnel required to perform the necessary services. Such personnel shall not be employed by the City. The Successful Respondent shall ensure that the work of all Food Services personnel will be governed by written job descriptions which will be approved by the Food Services Director and the City or Administrator. All Food Services preparations shall be conducted off-site.
- D. All employees of the Successful Respondent must:
- Have a valid food handlers' certificate from the Southern Nevada Health District. Maintain certification and training required by the Southern Nevada Health District throughout the term of the contract. All costs associated with obtaining such certificates shall be borne by the successful Respondent.
 - Submit to background checks conducted by the City. The City will retain the right to deny entry to any and all employees of the Successful Respondent. All on site employees must supply any supporting documentation required by the Director of Corrections, or designee.
 - Actively participate in ongoing in-service training provided by the Successful Respondent on safety, sanitation, and food handling as well as ongoing in-service training provided by the City's staff on security (orientation) and fire and safety. Each employee must have 40 hours of training annually for accreditation purposes.

FOOD SERVICE EXAMINATIONS

- A. Successful Respondent shall prepare and provide written policy and enforce said policy procedure concerning persons working in Food Service areas.
- B. Employees shall have a required health examination and training classes as provided by the Southern Nevada Health District.
- C. Employees are subject to periodic re-examinations conducted in accordance with local requirements regarding restaurant and Food Service employees in the community.
- D. Employees shall be instructed to wash their hands upon reporting to duty and after using toilet facilities.

FOOD SERVICE DIRECTOR

The Successful Respondent shall provide, at its expense, a Food Service Director:

- A. A full-time Food Service Director shall be dedicated to and placed in charge of the Food Service program. The Food Service Director shall direct and supervise the actual production in the main kitchens, check the results of the food preparation, be responsible for menu planning

and implementation of all menus, be responsible for food cost accounting records and for control of the storeroom. The Food Service Director will be responsible for the entire Food Service operation and will be qualified to oversee diet and operational management and assure compliance.

B. The Food Service Director shall be in charge of all purchasing to assure that all food purchases result in strict conformance to the requirements of this bid. The Food Service Director will also handle arrangements for equipment repair and purchasing of miscellaneous food preparation supplies, cleaning supplies, and purchasing of forms.

C. All Food Service personnel shall be under the direction of the Food Service Director. The Food Services Director shall report to City designated staff and shall meet with that staff person on a weekly basis.

D. The Food Service Director shall survey job requirements in terms of the number of workers and duties to be performed and shall establish, within thirty (30) days of the effective date of this Contract, written job descriptions for all kitchen staff and written kitchen Operating procedures which shall include a staffing chart. The written job descriptions and operating procedures shall be subject to approval of the Director of Corrections.

E. In the event the Food Service Director becomes unable to perform his/her assigned duties due to illness or other leave including, but not limited to, his/her vacation leave, the City shall be notified and a replacement shall be provided in the Food Service Director's absence.

REGISTERED DIETICIAN

A registered Dietician, who must be an active member of the American Dietetic Association for the term of the Contract, shall be retained by the Successful Respondent. The Dietician shall have the responsibility for reviewing all menus as per the standards for dietary requirements and calorie count referenced herein. The Dietician will also be responsible for planning, preparation and assistance with therapeutic or other special diets and will be responsible for insuring that said diets meet all standards. The Dietician shall attend monthly consultation with City staff or as requested by the Director of Corrections. The Dietician shall submit a quarterly report to the Director of Corrections detailing his/her activity during each quarter.

INMATE WORKERS

A. Inmate workers will not be provided to assist in preparation of the meals off-site.

B. Inmate workers will be provided to help serve each meal and clean serving area following each meal.

C. Cleaning of all trays, serving utensils, cups, and eating utensils shall be the responsibility of the Successful Respondent. Respondents should advise method of pick-up of soiled trays, serving utensils, cups, and eating utensils.

UNIFORM AND IDENTIFICATION BADGES

Successful Respondent's employees will be required to wear a uniform when in the Community Correctional Center. The color of the uniform must be different than the inmates, who wear orange, and law enforcement personnel, who wear gray, and must easily identify Successful Respondent's employees as kitchen workers. Successful Respondent's employees coming on-site will only have escorted access to City facilities.

REGULAR AND EMERGENCY CONTACT

The Successful Respondent shall provide a local phone number for regular and emergency contact. The number shall have a 24-hour per day, 7-day-per-week answering service that has the ability to contact the appropriate authority for Successful Respondent.

Service Standards, Policies and Procedures:

STANDARDS

The Successful Respondent must comply with the terms of this Request for Proposals, including the following:

- A. The use of tools and culinary equipment must be controlled by the Successful Respondent at all times while in the City Correctional Center.
- B. The food preparation area in Successful Respondent's kitchen must include space and equipment for food preparation based on population size, type of food preparation, and methods of meal service. There must be sanitary, temperature-controlled areas for food storage.
- C. Food service operations must be supervised by a person who is experienced in food service management.
- D. Food service budgeting, purchasing, and accounting practices, must include but are not limited to the following systems:
 - food expenditure cost accounting designed to determine cost per meal per inmate
 - estimation of food service requirements
 - purchase of supplies at wholesale and other favorable prices and conditions, when possible
 - determination of and responsiveness to inmate eating preferences
 - refrigeration of food, with specific storage periods
- E. Accurate records of all meals served must be maintained.
- F. The Successful Respondent's dietary allowances must be reviewed at least annually by a qualified nutritionist or dietician to ensure that they meet the nationally recommended dietary allowances for basic nutrition for appropriate age groups. Menu evaluations must be conducted at least quarterly by food service supervisory staff to verify adherence to the established basic daily servings.
- G. Food service staff must plan menus and substantially follow the plan. The planning and preparation of all meals take into consideration food flavor, texture, temperature, appearance, and palatability. Menu substitutions must be recorded.
- H. Therapeutic diets must be provided as prescribed by appropriate clinicians. A therapeutic diet manual must be kept on-site by the Successful Respondent. (Therapeutic diets are prepared and served to inmates according to the orders of the treating clinician or as directed by the responsible health authority official.)
- I. There must be documentation from an independent, outside source that the Successful Respondent's food service facilities and equipment meet established governmental health and safety codes. Corrective action must be taken on deficiencies, if any.

J. All of Successful Respondent's staff, contractors, and any inmate workers must be trained in the use of equipment safety procedures to be followed in the food services.

K. The Successful Respondent shall provide adequate health protection for all inmates and staff in the facility, and for inmates and other persons working in food service, including the following:

- complying with all State and local laws and regulations regarding medical examinations and reexaminations of all persons involved in the preparation of the food to ensure freedom from diarrhea, skin infections, and other illnesses transmissible by food or utensils.
- all examinations are conducted in accordance with local requirements.
- when an outside agency or individual provides the facility's food services, the facility has written verification that the outside provider complies with the State and local regulations regarding food service.
- all food handlers are instructed to wash their hands upon reporting to duty and after using toilet facilities.
- inmates or other persons working in food service are monitored each day for health or cleanliness by the food service supervisor or designee.

L. There must be weekly inspections of all food service areas, including the food preparation areas, dining areas, and all equipment, by administrative, medical, or dietary personnel; these include the person supervising food service operations or his/her designee. Water temperature must be checked and recorded daily by administrative, medical, or dietary personnel. The City reserves the right to inspect the Successful Respondent's kitchen on a weekly basis for compliance with the State and local laws pertaining to kitchen facilities and food services.

M. Stored shelf goods must be maintained at 45 degrees to 80 degrees Fahrenheit, refrigerated foods at 35 degrees to 40 degrees Fahrenheit, and frozen foods at 0 degrees Fahrenheit or below, unless national or state health codes specify otherwise. Temperatures must be checked and recorded daily.

N. All part-time staff and contract personnel must receive a formal orientation appropriate to their assignments and additional training as needed.

O. Meals must satisfactorily comply with the requirements of the National Academy of Sciences (www.nationalacademies.org/nas/nashome.nsf) for caloric intake.

P. Meals shall be well-balanced and meet an average daily range between 2200 and 2800 calories and no more than 2300mg sodium per average daily for males and females, except where medically indicated for approved medical diets that may include but not limited to renal, liquid, diabetic and pregnancy. All foods served shall contain 0 grams trans fats and contain no partially hydrogenated oils in the ingredients list. No individual food item shall contain more than 480mg sodium per serving. All measurements referred to are ready to eat weight.

Q. The Recommended Dietary Allowances (RDA) requirements shall be determined by the most current information available from the Food and Nutrition Board, National Academy of Sciences National Research Council, American Heart Association, American Diabetic Association. In the event of a discrepancy between requirements in this Scope of Services and requirements of the National Research Council, the requirements specifying the greater nutritional value shall prevail.

R. The Successful Respondent shall provide a detailed nutrient analysis including but not limited to total calories, sodium, saturated fat, trans fat, added sugars, fiber, protein, carbohydrate, potassium, calcium, and iron. The Successful Respondent shall provide ready to eat weight for each serving size portion, and recipes for every menu item. All recipes must be as appropriate for the size of the population and all recipes must be submitted to the Director of Corrections upon request. Itemized nutrient analysis shall be made available in addition to overall analysis based on the weekly cycle menu.

POLICIES

A. The Successful Respondent shall provide and incorporate written policies and procedures in accordance with the standards above into a written manual (Food Service Program), and shall adhere to said manual. Said policies and procedures will consider flavor, texture, temperature, appearance, and palatability. The manual shall become the property of the City. Each document will bear the date of the most recent review or revision and signature of the reviewer (including new documents).

B. Each policy, procedure and program in the Food Service Program will be reviewed at least annually and revised as necessary by the Successful Respondent and the Director of Corrections. Each document will bear the date of the most recent review or revision and signature of the reviewer (including new documents).

LICENSING/CERTIFICATION

A. The Successful Respondent shall ensure that all licensing and/or certification requirements and restrictions of the State of Nevada will be enforced as to any Food Services personnel and subcontractors working in the North Las Vegas Community Correctional Center.

B. The Successful Respondent shall ensure that true and correct copies of licensing and/or certificate credentials are maintained on file and in the Community Correctional Center.

SECURITY/INSPECTION

A. The Successful Respondent agrees that all personnel, supplies, and equipment utilized by the Successful Respondent in providing Food Services to inmates in the care and custody of the Director of Corrections may be subject to search and/or inspection by the Director of Corrections or his/her designee. Such search and/or inspection may be conducted without notice at any time.

B. All officers, employee, agents and vendors associated with the Successful Respondent will be required to comply with Administrator security regulations at all times.

C. During an emergency, the City or the Project Manager will have direct control over all officers, employees, agents and vendors associated with the Successful Respondent who are within the Community Correctional Center.

QUALITY CONTROL PROGRAM

A. The Successful Respondent, at his/her own expense, shall establish a complete Quality Control Program (QCP) to ensure the requirements of the contract are provided as specified. The QCP shall be a system for identifying and correcting deficiencies in the quality of service and adherence to Health Codes. The program shall include, but will not be limited to, the following:

- An inspection system that is specific for the location and must cover all services stated in this contract. The Successful Respondent shall devise a checklist for use during the regularly scheduled and unscheduled QCP inspections and provide the name of each management individual who will perform the inspections. The checklist must be signed and dated daily by the inspector at the time the inspection is completed. It is not permissible for the person who performs the work to inspect and accept that work. The Successful Respondent and their employees who will complete inspections shall be identified by title and type of inspections each is authorized to perform.
- A local file of all inspections conducted by the Successful Respondent and the corrective action taken will be maintained and shall be made available to the City upon request during the term of the contract. The City may compare inspections performed by the Successful Respondent against actual conditions at any given time.
- Any deficiencies found in the temperatures of Refrigeration Equipment must be reported immediately to the Director of Corrections with a corrective action plan and documentation of repair upon completion of repairs or adjustments to the equipment.

B. The QCP and Food Service Program shall be submitted for approval to the Director of Corrections within 90 days of Contract award. Failure by Successful Respondent to implement the approved plan within the 90-day period may result in termination of the Contract and / or a claim against the Successful Respondent Performance Bond of one month's fees until the plan has been implemented, upon acceptance by the Director of Corrections. After 30 days without having a QCP in place the Successful Respondent will be considered to be in breach.

C. If the City determines that the Successful Respondent has failed to comply with the Quality Control Program, the City shall provide a written Notice of Cure listing the deficiencies and the Successful Respondent will have 10 days to cure. The Successful Respondent shall issue a written Corrective Action Plan to the City indicating that all deficiencies have been rectified. Failure to correct the deficiencies or submit the Corrective Action Plan may result in a claim against the Successful Respondent Performance Bond in the amount equal to one day's fees for each day until the Corrective Action Plan has been delivered to the Director of Corrections and the deficiencies have been cured.

QUALITY CONTROL INSPECTIONS

A. The City will perform quality control inspections over the lifetime of the Contract. Successful Respondent's performance will be documented and is expected to remain in compliance with all community health and accreditation standards. Required inspections may be conducted by the Director of Corrections and/or his/her designee, government entities, and accreditation agencies.

B. Successful Respondent may contact the Director of Corrections to discuss any deficiencies received.

C. The City will perform a re-inspection of the facility at the City's convenience to ensure that deficiencies from failed inspection have been corrected.

D. If Successful Respondent fails re-inspection, the City's Purchasing Representative will issue a Notice of Cure stating the deficiencies and the timeframe for the correction.

E. Acceptable performance under this CONTRACT shall be deemed as having no more than three (3) failed inspections in a twelve (12) month period regardless of corrections or acceptance after re-inspection.

F. The City may terminate the Contract upon the fourth (4th) failed inspection in twelve (12) month period.

G. If Successful Respondent is terminated for cause, the Successful Respondent may be considered non-responsible and be disqualified from bidding or quoting on any City business for a period of twelve (12) months from the date of the termination. Any separate contracts for services in place at the time of termination may continue and extensions or renewals may be exercised at City's discretion.

H. The City shall have the right to order the removal of any Successful Respondent's employee if such action is deemed necessary in the best interest of the City.

THIRD PARTY INSPECTIONS

A. The City reserves the right to contract with a third party recognized by industry standards as qualified to perform audits for Contract compliance, including but not limited to equipment condition and maintenance, sanitation, and food handling procedures. The Successful Respondent shall receive a copy of the findings of all audits from the City within thirty (30) calendar days of the City's receipt of documents or prior to The City's demand for corrective action.

B. Should the audit findings determine that performance by the Successful Respondent has not been in compliance with the terms and conditions of the Contract, the City will issue a Notice to Cure. The Successful Respondent will have 10 calendar days to correct the deficiencies and will be responsible for the cost of the reinspection and may result in a claim against the Successful Respondents Performance Bond in the amount equal to one day's fees for each day until the deficiencies have been corrected.

SITE WALK THROUGH

A. The City reserves the right to conduct a site walk through of the Successful Respondent's facility. The site walk through will be conducted prior to the start date of November 1, 2020. The Successful Respondent will be notified by the City

COMPENSATION/LIQUIDATED DAMAGES

All reimbursable costs, liquidated damages, or other deductions will be subtracted from the current month's payments. The Director of Corrections will communicate the deductions to the Foodservice Director on a weekly basis. All deductions will also be communicated in writing to the Purchasing Contract Administrator on an occurrence basis for Vendor Evaluation purposes.

DAMAGE TO CITY PROPERTY

Successful Respondent, when on-site, shall perform work in such manner that does not damage the City property. In the event damage occurs to the City property or adjacent property by reason of services performed under CONTRACT, Successful Respondent shall replace or repair the same at no cost to the City. If damage caused by Successful Respondent has to be repaired or replaced by the City, the cost of such work shall be deducted from monies due Successful Respondent.

SUCCESSFUL RESPONDENT FURNISHED ITEMS

EATING UTENSILS

For both off-site and on-site Food Services, when disposable products are required the Successful Respondent shall supply eating utensils for all meals to include City approved recyclable plates with lids (when trays are not used), sporks, and eight ounce (8 oz.) coffee cups.

CORRECTIONAL TRAY DELIVERY CARTS

A. Successful Respondent shall provide and maintain all carts, carrier trays, serving dishes, and serving stations necessary to accomplish the delivery of the food. With the exception of carts and serving trays, the City has no preference as to type, brand or model of the equipment as long as Successful Respondent achieves the result of delivering the food to the inmates at the recommended serving temperature. All carts shall be fabricated utilizing the City's specifications, and food serving trays shall be correction-grade insulated trays. All feeding items to be utilized in inmate housing must be security approved and all utensils will be of a disposable type.

B. The Successful Respondent will be responsible for providing food delivery services to each housing unit, as well as, Booking.

C. The Successful Respondent will be responsible for providing food trays.

D. Successful Respondent will be responsible to provide rubber/flex trays. Trays to be utilized for inmates identified by staff as having behavioral concerns. (Cook's 335 and 437S flex Tray Lid; Cook's 437S Brown Flex Tray)

E. The City may have the ability to provide trays, carts and utensils. Successful Respondent is to also provide separate pricing should the City provide trays, carts and utensils.

F. Successful Respondent shall provide pricing for both bulk food and plated food. Bulk food will be delivered in pans and plated food will be delivered on inmate trays.

CITY FURNISHED ITEMS

A. Security in the Community Correctional Center will be provided as deemed necessary by the Director of Corrections.

B. City will provide and pay for utilities and trash disposal at the Community Correctional Center.

C. City will provide a refrigerator for sack lunches to be stored on-site.

D. City may provide trays, carts and utensils. A separate price shall be provided by the Successful Respondent should the City provide the items.

EQUIPMENT SUPPLIES AND SERVICES -ONSITE

A. The City shall provide and maintain fire extinguishers within the Community Correctional Center.

B. All equipment provided by the City pursuant to this Contract will be returned to the City and the Director of Corrections in the same or equal condition as received.

SPECIFICATIONS

MEAL PRESENTATION

A. The Successful Respondent will organize and be responsible for providing a regular Food Service to all inmates confined in the Community Correctional Center. There will not be more than a 14-hour delay between dinner and breakfast. There will be a minimum of two hot meals during each 24-hour period and 1 cold meal. The cold meal will be served as a sack lunch as described in the "Menu" section below. In addition to the regular sack lunch, additional sack lunches will be needed daily and provided by the Successful Respondent. Successful Respondent to provide pricing on a sliding scale as follows:

Inmate Population:

0 to 50 inmates: up to 100 hot and 50 cold

51 to 100 inmates: up to 200 hot and 100 cold

101 to 150 Inmates: up to 300 hot and 150 cold

151 to 200 Inmates: up to 400 hot and 200 cold

201 to 250 Inmates: up to 500 hot and 200 cold

251 to 300 Inmates: up to 600 hot and 300 cold

301 to 400 Inmates: up to 800 hot and 400 cold

401 to 450 Inmates: up to 900 hot and 450 cold

451 to 500 Inmates: up to 1,000 hot and 500 cold

Additional sack meal (est. 50 meals) per day to be provided

The routine schedule in the Community Correctional Center is as follows:

	<i>Hours</i>	<i>Meal</i>
Inmates	0400-0600	Breakfast
Inmates	1000-1200	Lunch
Inmates	1530-1800	Dinner

INMATE MEALS

A. All meals are to be prepared off-site before delivery to the designated area. Successful Respondent is responsible for preparation, delivery, and serving of the prepared meals at the Community Correctional Center. The Successful Respondent will be responsible for assuring that prepared food is prepared at the designated times, placed on food carts and capable of retaining the proper and recommended serving temperature.

B. All feeding items to be utilized in inmate housing must be security approved and all utensils will be of a disposable type.

C. The temperature of meals shall be maintained at a temperature equal to or exceeding one hundred forty (140) degrees Fahrenheit for all hot foods. Cold foods shall be maintained at a temperature not to exceed forty-one (41) degrees Fahrenheit.

D. Special Meals, which may include but not limited to Kosher and boxed meals and will be requested by the City as needed. Respondents to provide pricing and plans for preparation of Special Meals in proposal.

EMERGENCY FOOD SERVICES

There may be an event experienced at the Community Correctional Center such as a power outage, a riot, or a natural disaster that would constitute emergency conditions. All emergency food services will be provided by the Successful Respondent, as directed by the Director of Corrections, and shall be provided at the rates listed on the signed Bid Proposal.

DISASTER PLAN

Respondent shall provide in their Proposals a plan to store and provide meals for up to five (5) days in case of natural or manmade disasters, or in the event the successful Respondent's kitchen facilities and/or equipment become temporarily unavailable, disrupting normal food supplies to the Community Correctional Center.

FOOD SPECIFICATIONS

INTRODUCTION

These specifications describe the requirements that the Successful Respondent shall adhere to in providing Food Services to the Community Correctional Center. Said requirements involve food purchasing, maintaining and operating a kitchen, equipment maintenance and cleaning, food preparation and serving supplies inventory, and other necessary operations.

RAW FOOD SPECIFICATIONS

A. The Successful Respondent shall have the responsibility to purchase and store all food. Foodstuffs will be purchased through the Successful Respondent's suppliers and stored at the Successful Respondent's kitchen.

B. All food purchased for use at the Community Correctional Center shall meet the following specifications:

- Beef, veal, lamb, poultry, canned fruits and vegetables, frozen fruits and vegetables, fresh produce, eggs and dairy products shall be USDA graded. Meat shall contain no meat by-products. No pork or pork by products shall be used or served in inmate meals.

- The minimum diet shall meet or exceed the dietary allowances of the National Academy of Sciences.

MEAT GROUP

A. The following will constitute one serving in the meat group for each individual meal of lean, boneless, cooked meat, poultry or fish.

- Breakfast: Two (2) ounces of either lean, boneless, cooked meat, poultry or four (4) ounces of USDA pasteurized frozen egg product.

- Lunch: Three (3) ounces of either lean, boneless, cooked meat, poultry, or fish.
- Dinner: Four (4) ounces of either lean, boneless, cooked meat, poultry, or fish.

B. Some form of the above - specified portion of beef, poultry or eggs will be served at least 14 times per week and be equally divided between breakfast, lunch and dinner meals. All meals will contain meat protein.

C. The minimum diet shall include the following recommended minimum daily servings for each food group:

- Fats, oils, and sweets (use sparingly, no trans-fats)
- 2% Reduced Fat Milk (minimum 8 oz.), Yogurt and cheese - minimum 2 servings
- Beef, Lamb, Poultry, Veal, Fish, Dry Beans, Eggs and Nuts - minimum 2 servings
- Vegetables - Minimum 2 Servings
- A fruit serving will be served at least 1 time daily. Fruit servings will consist of fresh, frozen or canned (in its own natural and unsweetened juice). No fruit juice will be served.
- Whole Grain Bread, Cereal, Rice and Pasta - minimum 6 servings

MENU

THE SUCCESSFUL RESPONDENT WILL SUBMIT A SEVEN-DAY, EIGHT-WEEK (8-CYCLE) MENU FOR APPROVAL BY THE DIRECTOR OF CORRECTIONS EVERY MONTH AT A MINIMUM OF TWO (2) WEEKS IN ADVANCE, ENSURING THAT MENUS ARE VARIED. If the Successful Respondent fails to rotate the menu, the Director of Corrections will provide written notification to the Successful Respondent to remedy the deficiency within ten (10) calendar days from receipt of notice.

MEDICAL DIETS

A. Medical diets shall conform to all AMA website standards (www.ama_assm.org) and all therapeutic, detailed medical or other special diets. Meals will be pre-plated and accompanied by clear, written serving instructions. The Successful Respondent shall be responsible for cooperating with the City's medical service provider and comply with their request to provide medically necessary diet meals. Special diets shall be provided including, but not limited to:

B. Soft Diet:

- Purpose: To provide an adequate diet with soft, easily digested foods.
- Principles: This diet contains foods that are soft in texture, easily digested and moderately low in roughage (no highly seasoned or fried foods).
- Mechanical Soft Diet: This diet is used for the individual whose ability to chew is altered in some way. It is recommended that all meats be ground or chopped and that vegetables be pureed.

C. Bland Diets:

- Purpose: To control gastric acidity and reduce motility of the gastrointestinal tract.

D. Diabetic Diets:

- Purpose: This is used for diet control in diabetes. No sugar may be used on foods or in cooking. It is important that the intake of calories from protein, fat and carbohydrate be the

same every day. This is particularly important when patients are receiving insulin or other medications for diabetes. The foods shall be varied, each meal, utilizing fresh fruits and vegetables.

E. Sodium-Restricted Diets:

- Purpose: To provide a diet restricted in sodium content but containing the essentials of good nutrition. No foods prepared with salt are included.

F. Pregnancy (High-Protein):

- Principles: A well balanced diet is important in protecting the health of the pregnant woman and her unborn child. The recommended dietary allowances are increased, the greatest increases are in protein, minerals and vitamins.
- Add daily:
 - Milk: 2 cups
 - Meat or meat substitutes: 1 serving
 - Vitamin C rich fruit or vegetable: 1 serving
 - Vitamin A rich fruit or vegetable: 1 serving

H. Other Medical Diets: Any other required medical diets as the Medical Section of the Detention Center deems necessary.

I. Liquid Diets: As prescribed by the attending Detention Facility physician.

RELIGIOUS DIETS

No pork or pork by-products shall be served to ensure that the majority of religious diets are complied with automatically. Other religious diets may be required if approved by the City. Kosher diets, due to religious reasons, may have to be provided at an increased minimal cost.

SPECIAL HOLIDAY MEALS

Thanksgiving – Inmate Lunch

Sliced Turkey (3oz) Cranberry Sauce (2oz) Mashed Potato (1/2 cup) Turkey Gravy (3 oz)
Steamed Corn (1/2 cup)

Tossed Salad with Dressing (1/2 cup) Dinner roll (2 oz)

Margarine (1/2 oz) Pumpkin Pie

Fruit punch

Christmas – Inmate Lunch

Sliced Turkey (3oz) Cranberry Sauce (2oz) Mashed Potato (1/2 cup) Turkey Gravy (3 oz)
Steamed Corn (1/2 cup)

Tossed Salad with Dressing (1/2 cup) Dinner roll (2 oz)

Margarine (1/2 oz)

Apple Pie

Fruit punch

July 4th – Inmate Lunch

BBQ Beef Patty (3oz) Hamburger Bun (1 each) Potato Salad (1/2 cup) Baked Beans (3 oz) Corn (1/2 cup)

Tossed Salad with Dressing (1/2 cup) Catsup (2oz)

Apple Pie

Fruit punch

NUMBER OF MEALS

The Successful Respondent will ensure that every inmate receives three meals per day, including those inmates who may miss mealtime because of absence from the Community Correctional Center at mealtime. Said absent inmate will be provided a sack lunch as described below. The sack lunch is the same lunch that will be provided as the cold meal.

SACK LUNCHES

Sack meals lunches are to be provided in non-Styrofoam, recyclable containers to inmates who are on out-of-facility assignments, court appearances or as needed. Sack lunches will be provided to inmates in the following form:

- Sack lunch: Consisting of two one sandwiches with condiment, one whole piece of fruit, ½ pint milk or juice and one dessert item.
- NOTE: Sandwich shall consist of one (1) 2-ounce slice of lunch meat, a variety, two (2) 1-ounce slices cheese, two (2) slices whole grain white or whole grain wheat bread with condiment. All of the above specifications shall meet the stated quality requirements.
- The Community Correctional Center will determine if an inmate is to receive a sack lunch.

TEMPORARY/ON-CALL SERVICES

Successful Respondent may be asked to provide food servers to serve the food at the Community Correctional Center on a temporary at times during the term of the contract should inmate workers be unavailable. Respondents should provide pricing for such services separately from the food preparation and delivery.

KITCHEN CLEANING AND INSPECTION

A. Successful Respondent shall, at all times, keep its kitchens, delivery vehicles, and serving equipment in a neat, clean, and safe condition. Upon completion of any portion of the work, Successful Respondent shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. After delivering the food, Successful Respondent shall, at its expense, pick up all materials provided and satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and

materials belonging to it or used in the performance of the work, and Successful Respondent shall leave the premises in a neat, clean and safe condition. In the event of Successful Respondent's failure to comply with the foregoing, the City may accomplish the same at Successful Respondent's expense.

B. Successful Respondent shall have the responsibility of purchasing all cleaning supplies used within the staging, storage, and other food service areas in its kitchens, and maintaining the health and sanitation requirements of the Southern Nevada Health District. All cleaning supplies shall comply with Southern Nevada Health District standards.

1. The Food Service Director shall conduct at least a monthly formal cleanliness inspection at kitchen and Food Service area. A written report on the results of these inspections shall be submitted to the City. The City reserves the right to have staff or consultants conduct sanitation and safety inspections on the Successful Respondent's property on a weekly basis.

2. Successful Respondent shall maintain and clean the loading dock area daily.

3. The Successful Respondent's kitchen shall maintain an "A" rating from the Southern Nevada Health District continually throughout the term of the Contract. Failure to maintain an "A" rating may result in a claim against the Successful Respondent's Performance Bond in the amount equal to one day's fees for each day until the Health District has reinstated the "A" Rating.

DOCUMENTATION AND REPORTING REQUIREMENTS

The Successful Respondent shall submit the following:

A. INITIAL REPORTS:

- Eight (8) week menu including special diets.
- Special diet manual.
- Job descriptions for all Food Service staff.

B. KITCHEN OPERATING PROCEDURES.

C. EMERGENCY/DISASTER MEAL PLAN.

D. WEEKLY REPORTS:

- QCP Inspection report

E. MONTHLY REPORTS:

- The Food Service Director or designee shall submit a report on the 15th of each month to the Director of Corrections for the preceding month's Food Service activities. The report shall include a monthly statistical summary indicating as a minimum requirement, the number of inmates and corrections personnel receiving Food Services, staffing pattern statistics, and any other pertinent information, including but not limited to the following, as requested by City (e.g., operative procedures):
 - Cleanliness inspections.
 - Number of meals served to inmates.

- The Successful Respondent shall provide one (1) copy of each monthly report and all supporting documentation to the Community Correctional Center's Director's Office.

F. QUARTERLY REPORTS

- The Food Service Director or designee shall submit to the Director of Corrections a quarterly report on the 15th of the month following the end of a calendar quarter. The quarterly report shall summarize Food Service program operational issues and the environment of both facilities, to include the average total cost of meals served and the number of specialty/dietary meals produced. The Successful Respondent shall provide one (1) copy of each monthly report to the Community Correctional Center's Director's Office.
- The Dietician shall submit a quarterly report to the Director of Corrections a quarterly report on the 15th of the month following the end of a calendar quarter. The quarterly report shall summarize his/her activity during each quarter. The Successful Respondent shall provide one (1) copy of each monthly report to the Community Correctional Center's Director's Office.

G. ANNUAL REPORTS

- Statistical summary indicating at least the number of inmate meals and sack lunches served. Total average cost per inmate meal and sack lunch.
- Review and revision, as necessary, of all policies and procedures, with signature of reviewer and date on each directive to ensure document compliance
- Dietician's report on activities and findings as requested.
- The Successful Respondent shall provide one (1) copy of each monthly report to the Community Correctional Center's Director's Office.

MISCELLANEOUS

MONITORING

- The City reserves the right to have City staff monitor all Food Services operations off-site and on-site.
- The City reserves the right to inspect or hire a consultant to inspect all food service areas on a weekly basis.

RECEIVING

- The Successful Respondent will be responsible for receiving and unloading all supplies and stores received on-site at the Community Correctional Center.
- The Successful Respondent shall maintain and clean each of their areas daily.

STORAGE OF MATERIALS

- Successful Respondent is responsible for storage of any materials. The City is not responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes. A dry goods storage area will be provided on-site; the City has the right to inspect this area at any time.

ENFORCEMENT OF "LOCK-DOOR" POLICY

- All locked doors are to remain locked at all times. Successful Respondent's employees are not allowed to open any external doors for anyone.

2. Additional Documents required for your Proposal: The following information is mandatory and should be separately identified. Failure to complete and submit any section may be grounds for rejection. These documents are attached as exhibits to this Scope of Work:

- EXHIBIT A OFFER STATEMENT AND BUSINESS FORM - Provide the name and address of Respondent for purpose of notice or other communication relating to the Proposal. Proposals must be signed by a business entity official who has been authorized to make such commitments.
- EXHIBIT B CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS - This form must be notarized.
- EXHIBIT C QUALIFICATIONS AND EXPERIENCE - References - Provide three (3) governmental agencies or private businesses with which you have conducted business transactions during the past three (3) years. At least two (2) of the references named are to have knowledge of your debt payment history.
- EXHIBIT D AFFIDAVIT OF REJECTION OF WORKER'S COMPENSATION - Please fill this form out in its entirety. This form must be notarized.
- EXHIBIT E NON-COLLUSION AFFIDAVIT - This form must be notarized.
- EXHIBIT F Written Certification Required by NRS 332.065(3) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.
- EXHIBIT G Template of City of North Las Vegas Service or Purchase Agreement. Any and all exceptions to the terms of this agreement with explanation must be turned in with electronic submission of the proposal.
- EXHIBIT H Performance Bond

3. Evaluation Process: Proposals will be evaluated by a selection committee. The evaluation process is composed of the following steps:

- (1) Review of all Proposals for conformance to this RFP.

- (2) The elimination of all Proposals, which deviate substantially from the basic intent of the solicitation.
- (3) An evaluation of the remaining Proposals.
- (4) Interviews and presentation(s) of Proposals by Respondents (if the City determines a need for such).
- (5) Possible unannounced visit by some or all of the City selection committee to one or more of the projects/businesses represented by Respondent.
- (6) Selection of one Proposal which will be recommended to the City of North Las Vegas City Council.
- (7) Negotiation/finalization of a Professional Services Agreement between the City and the selected Respondent.

4. Evaluation Factors: The City reserves the right to accept a Proposal other than the lowest total expense offered. The following factors will be considered in the evaluation of individual Proposals. The City's Selection Committee will score each Proposal on a 100-point scale. The purpose of scoring the Proposals is to establish a prioritized order in which to continue further discussions. The following are the criteria and points associated for each that the committee will be using:

- A. Completeness of the Proposal (30 points total)
 - Response to RFP provisions (5 points)
 - Respondent 's references (20 points)
 - Respondent 's presentation (5 points)
- B. Management Qualifications (70 points total)
 - Respondent's pricing (30 points)
 - Meets all qualifications of RFP (20points)
 - Value added Proposals within the submittal (20 points)

Proposals will be evaluated based on the following:

- Pricing
- Respondents confirmation that they comply with the standards outlined herein
- Delivery plan
- Superior prior experience of Applicant and staff
- Superior quality, efficiency and fitness of proposed solution for City Community Correctional Center
- Superior ability or capacity to meet particular requirements of contract and needs of City Community Correctional Center and those it serves
- Superior skill and reputation, including timeliness and demonstrable results
- Administrative and operational efficiency, requiring less City oversight and administration

5. Award of Contract: The recommendation by the selection committee to the City Council

to award the Contract will be based upon the Proposal which is most advantageous to the City. All Proposals shall remain firm for ninety (90) calendar days after the Proposal opening. Refer to the Evaluation Process and Evaluation factors sections within this document.

- 6. Modifications:** The City may institute changes or modifications to the Work and will notify all participants in a timely manner by an addendum to this RFP.
- 7. Rejection of Proposals:** The City reserves the right to reject any and all Proposals received in response to this solicitation if determined not to be in the best interest of the City. This includes rejecting proposals that are not within the City's budget. Once received, the Proposals shall become the property of the City and are subject to public disclosure under the Nevada Public Records Act. Respondents are not entitled to recover any Request for Proposal preparation costs or other damages should the City not make an award or fail to successfully negotiate the Contract.
- 8. Incorporation of Proposal into the Contract:** The contents of the RFP and the selected Respondent's Proposal shall be incorporated, in total, into the Contract. In the event there is a conflict between the RFP and the Contract, the terms of the Contract will prevail.

9. Proposal Format

A. Proposals submitted in response to this RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Applicant, and the following information, in the sections and order indicated:

1. Table of Contents
2. Introduction/Executive Summary
 - Provide an overview of the services being sought and proposed scope of services.
3. Applicant Profile
 - Provide a narrative description of the Applicant itself, including the following:
 - Applicant's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number;
 - A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;
 - A description of Applicant's business background, including, if not an individual, Applicant's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in North Las Vegas and/or Nevada, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Applicant's business organization that Applicant deems pertinent to this RFP.

4. Project Understanding
 - Provide a brief narrative statement that confirms Applicant's understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this RFP. Applicant shall describe how the Applicant's business experience will benefit the project. Applicant must provide a written sample menu.
5. Proposed Scope of Work , including a cost proposal and project timetable (schedule), in accordance with, "Scope of Work," of this RFP.
6. Statement of Qualifications; Relevant Experience
 - Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Applicant must include a statement confirming that Applicant meets such minimum requirements.

**City of North Las Vegas
Request for Proposal ("RFP")
RFP 2020-05 North Las Vegas Community Correctional Center Food Services**

**EXHIBIT "A"
PROPOSAL SUBMITTAL PAGE**

This Proposal is submitted in response to **RFP 2020-05 North Las Vegas Community Correctional Center Food Services** and constitutes an offer by this company to enter into a contract as described herein.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

LEGAL NAME OF FIRM

AUTHORIZED SIGNATURE

DATE

TITLE

TELEPHONE NUMBER

FAX NUMBER

ADDRESS OF FIRM

CITY

STATE

ZIP CODE

E-MAIL ADDRESS: _____

CNLV-BUSINESS LICENSE NO: _____

___ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED

FOR INFORMATIONAL PURPOSES ONLY

Is this firm a ESB, Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify ___ MBE ___ WBE ___ DVBE ___ ESB

Has this firm been certified as a ESB, Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

EXHIBIT "B"
FORM A
CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS

1. DEFINITIONS

"City" means the City of North Las Vegas.

"City Council" means the governing body of the City of North Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of North Las Vegas.

"Principal" means, for each type of business organization the following: (a) sole proprietorship – the City of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. INSTRUCTIONS

The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

3. INCORPORATION

This Certificate shall be incorporated into the resulting Contract or agreement, if any, between the City and the Contracting entity. Upon execution of such Contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the Contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
Name	RFP 2020-05 North Las Vegas Community Correctional Center Food Services
Address	
Telephone	
EIN or DUNS	

BLOCK 3	TYPE OF BUSINESS
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

EXHIBIT "B"
(CONTINUED)

FORM B

CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS

CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS (Continued)

BLOCK 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 5 above. A description of such disclosure documents must be included below.

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate.

BLOCK 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name

Date

Subscribed and sworn to before me this _____ day of _____, 2018

Notary Public

EXHIBIT "C"

QUALIFICATIONS AND EXPERIENCE RESPONDENT

Name: _____

1. Respondent shall provide a brief description of the Responder's qualifications, certifications, experience, and number of years in operation.

2. Provide three (3) examples of contracts similar in size and scope that have been completed in the past five (5) years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope:

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? YES NO

If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$ _____

EXHIBIT "C"

**QUALIFICATIONS AND EXPERIENCE RESPONDENT
(CONTINUED)**

Example Contract 2:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope:

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$_____ Total Contract Amount (including all option years) \$_____

Did the contract contain a liquidated damages clause? YES NO

If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$ _____

Example Contract 3:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope:

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$_____ Total Contract Amount (including all option years) \$_____

Did the contract contain a liquidated damages clause? YES NO

If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$ _____

EXHIBIT "D"
AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION UNDER NRS 616B.627 AND NRS 617.210

In the State of Nevada, County of Clark, _____, being duly sworn, deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, _____, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this _____ day of _____, 20_____

Signature _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20_____,

by _____ (name of person making statement).

Notary Signature

EXHIBIT "E"
NON-COLLUSION AFFIDAVIT



CITY OF NORTH LAS VEGAS

Non-Collusion Affidavit

State of _____ County of _____

_____ being first duly sworn deposes that:

- (1) He/She is the _____ of _____, the Firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Firm nor any of its officers, partners, City, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed Contract or agreement; and
- (5) The Proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Firm/team or any of its agents, representatives, City, employees, or parties including this affiant.

(Signed): _____
Title:

Subscribed and sworn to before me this _____ day of _____ 201__

Notary Public

My Commission expires: _____

EXHIBIT "F"
WRITTEN CERTIFICATION



CITY OF NORTH LAS VEGAS

WRITTEN CERTIFICATION PURSUANT TO NRS 332.065(3)

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that it does not currently boycott Israel and will not boycott Israel during any time in which it is entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

DATE

TITLE

EXHIBIT "G"
Exceptions to North Las Vegas Service or Purchase Agreement



CITY OF NORTH LAS VEGAS

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Service Agreement.

SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and entered into as of _____ (the “Effective Date”) by and between the City of North Las Vegas, a political subdivision of the State of Nevada (the “City”) and [*insert full legal name of Provider entity*], a [*insert entity type and state of origin*] (“Provider”).

WITNESSETH:

WHEREAS, the City requires North Las Vegas Community Correctional Food Services, as more particularly described in the North Las Vegas Community Correctional Center Food Services Request for Proposal, RFP 2020-05 (the “RFP”), attached hereto as Exhibit A and incorporated herein by reference (the “Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

1. Scope of Services

1.1 Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

1.2 Provider shall at its own expense comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

2. Term

This Agreement shall commence on the Effective Date and will continue for a one-year term (the “Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City [Manager] may extend the Term for up to one (1) additional one-year period upon written notice to the Provider.

3. Compensation

Provider will provide the Services [*at the rate of OR in the amount of*] [\$ _____], which includes all fees for time and labor, overhead materials,

equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is [REDACTED] (\$ [REDACTED]). The total not to exceed amount of this Agreement is [REDACTED] (\$ [REDACTED]).

4. **Termination or Suspension of Services**

4.1 This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2 This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3 The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

5. **Provider Representations and Warranties**

5.1 The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1 Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2 The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3 All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry

standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

6. **Indemnification**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

7. **Independent Contractor**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

8. **Confidentiality and Authorizations for Access to Confidential Information**

8.1 Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent.

8.2 Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion. The City may require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police Department ("Background Check"), and each employee, agent, or subcontractor must

satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement.

9. **Insurance**

9.1 Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

- 9.1.1 Workers' Compensation - Each successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph. If the successful Respondent has no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Proposal.
- 9.1.2 Commercial General Liability (CGL) : Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$3,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
- 9.1.3 Automobile Liability -ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
- 9.1.4 Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.2 Provider shall deliver certificates of insurance indicating that such insurance is in effect to the City before commencement of the Services under this Agreement. If Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. Provider shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Provider pursuant to this Agreement.

9.3 All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:

9.3.1 Waive subrogation against the City, its officers, agents, servants and employees;

9.3.2 Provide that they are primary and noncontributing with any insurance which the City may carry;

9.3.3 Include or be endorsed to cover Provider's contractual liability to the City; and

9.3.4 Disclose all deductible and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

10. **Notices**

Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., N, Ste. 710
North Las Vegas, Nevada 89030
Phone: 702-633-1745

To Provider: 

Either party may, at any time and from time to time, change its address by written notice to the other.

11. **Entire Agreement**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

12. **Miscellaneous**

12.1 **Governing Law and Venue.** The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

12.2 **Assignment.** Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

12.3 **Amendment.** This Agreement may be amended or modified only by a writing executed by the City and Provider.

12.4 **Controlling Document.** To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

12.5 **Time of the Essence.** Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

12.6 **Waiver.** No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

12.7 **Waiver of Consequential Damages.** The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

12.8 **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

12.9 **No Fiduciary or Joint Venture.** This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer,

representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

12.10 Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

12.11 Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

12.12 Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

12.13 Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

12.14 Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.15 Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

12.16 Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

12.17 Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing

Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas
a Nevada municipal corporation

[REDACTED]
a [REDACTED]

By: _____
John J. Lee, Mayor

By: _____
Its: _____

ATTEST:

By: _____
Catherine A. Raynor, MMC, City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Services

[Attach page(s).]

EXHIBIT "H"
PERFORMANCE BOND

PERFORMANCE BOND

Bond Number _____

Date Executed _____

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED AND EXECUTED BY AN APPOINTED AGENT LICENSED BY THE STATE OF NEVADA. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY’S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has entered into a certain contract with the City of North Las Vegas, Nevada (herein the “City”) to perform all work required under the Bid Documents issued in connection with Bid No. _____, for the project commonly known and entitled, to wit: _____ (herein the “Contract”).

WHEREAS the Contractor is required by NRS 339.025 to furnish a bond securing the faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS, that we, the Contractor and Surety named below, are held and firmly bound unto City, in the penal sum _____ (\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if the Contractor shall well and truly save harmless and indemnify the City from and against any and all claims and demands or liens and shall also complete all of the work described in the Contract within the time and in the manner therein specified and shall, for a period of one (1) year from the date the work contracted to be performed is completed and accepted by the City, replace and repair any and all defects arising in the work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every covenant and agreement in the Contract on the part of the Contractor to be kept, performed and complied with within the time and in the manner therein specified and shall truly and fully comply with all guarantees required in the Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the City, to perform and fully complete the work mentioned and described in the Contract pursuant to the terms, conditions and covenants thereof, if for any cause the contractor fails or neglects to so perform and fully complete the work. The Surety further agrees to commence completion of the work within twenty (20) days after notice thereof from the City, and to fully complete the same with all due diligence and in accordance with the plans and specifications.

No change or alteration of the work, extensions of time or other modifications of the Contract shall release or exonerate any Surety upon this bond. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the City, and that the due execution and delivery hereof is a condition precedent to any liability on the part of the City on the Contract.

IN WITNESS WHEREOF this instrument has been executed this ___ day of ___, 20__.

Contractor: _____

Surety: _____

(State of Nevada, License Number)

(Authorized Representative)

(Agent Name)

By: _____
(Signature to be notarized)

By: _____
(Signature to be notarized)

Address: _____

Telephone: _____

Email: _____

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)