



REQUEST FOR PROPOSALS
FOR
FOOD SERVICE MANAGEMENT
FOR
ORLEANS PARISH SHERIFF'S OFFICE

Request for Proposal #100

Issued by the Orleans Parish Sheriff's Office

on June 20, 2016

Proposals shall be received at the Orleans Parish Sheriff's Office Purchasing Director, Mary
Goodwin

2800 Perdido Street, New Orleans, Louisiana 70119

Proposals are due before 5:00 P.M Central Daylight Time on July 25, 2016

ATTENTION: THIS IS A REQUEST FOR PROPOSALS WHICH MAY RESULT IN
THE OPPORTUNITY TO NEGOTIATE A CONTRACT

THIS IS NOT A SOLICITATION FOR BIDS

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PART I: RFP PROCESS AND TIME TABLE

1.01 OVERVIEW OF RFP PROCESS

This Request for Proposals invites Proposals for the provision of contractual services, supplies and/or equipment, or a combination thereof, for the Orleans Parish Sheriff's Office hereinafter referred to as OPSO. Proposals submitted in response to this RFP will undergo an initial evaluation and, in the OPSO's discretion, Proposers may be invited to discuss or explain their proposals, demonstrate their proposed Solutions and/or negotiate the specific terms pursuant to which a Proposer would be willing to enter into a Contract.

At any time during the RFP process, the OPSO may narrow or modify the scope of the Solution which is the subject of this RFP. The OPSO may issue an Addendum which describe such modifications and may, in its discretion, permit Proposers to submit supplemental or new proposals in response to these modified requirements. The OPSO shall evaluate any such supplemental or new proposals. The OPSO may request that all or some Proposers submit a "best and final" offer prior to selecting one or more Proposers for the negotiation of a possible contract.

All prospective Proposers must submit a Proposer Registration Form in order to receive any Addendum which is issued prior to the date(s) upon which Proposals are due. Proposers failing to submit a Proposer Registration Form shall not be entitled to receive any Addendum and therefore risk elimination if their Proposals do not respond to the OPSO's needs.

These Instructions to Proposers contain important information and should be reviewed carefully prior to submitting a Proposal. Proposers failing to adhere to the procedures set forth in these instructions shall be subject to disqualification. Submission of a Proposal constitutes an agreement to be bound by the provisions set forth in this RFP.

1.02 PROJECTED RFP TIME SCHEDULE

The following time table establishes the projected dates and times of certain critical events relative to this Request for Proposals, including submission of written inquiries to the OPSO, submission of Proposals and the consideration of Proposals by the Evaluation Committee. The OPSO may revise or supplement this schedule by sending, faxing or e-mailing an Addendum to each Registered Proposer. The OPSO does not intend to extend the submission date for proposals but reserves the right to do so.

•**June 20, 2016:** RFP Available to Proposers. The RFP will be posted at <http://www.opso.us> website on **June 20, 2016**. The RFP may also be picked up at the **ORLEANS PARISH SHERIFF'S OFFICE, PURCHASING DEPARTMENT, 3000 PERDIDO STREET, NEW ORLEANS, LOUISIANA 70119** on or after this **June 20,**

2016. RFPs will be posted on the <http://www.opso.us> website and may be picked up through **June 30, 2016**.

•**July 5, 2016:** Proposer Conference/Site Tour. All Proposers must attend a Proposer Conference/Site Tour on **July 05, 2016** unless otherwise stated herein by writing that it is not applicable (n/a). Details are set forth in Section 1.03 of this RFP.

•**July 05, 2016:** Proposer Registration. Attachment B to this RFP is a Proposer Registration Form. Proposers must complete this form and mail or deliver it to **Mary Goodwin, Interim Purchasing Director, Orleans Parish Sheriff's Office, 2800 Perdido Street, 4th floor, New Orleans, Louisiana 70119** on or before **July 05, 2016** in order to be assured of receiving any Addenda issued by the OPSO relative to this RFP. The OPSO may elect to extend this date, but shall not be required to do so.

•**July 12, 2016:** Proposer Inquiry Deadline. All inquiries regarding this RFP shall be submitted to **Mary Goodwin, Interim Purchasing Director, Orleans Parish Sheriff's Office, 2800 Perdido Street, New Orleans, Louisiana 70119** in writing by mail, delivery or fax on or before **July 12, 2016**. The OPSO may elect to extend this date or to consider written inquiries submitted after **July 12, 2016**, but shall not be required to do so.

•**July 15, 2016:** Response to Inquiries. The OPSO will consolidate and respond to written Proposer inquiries through the issuance of an Addendum which shall be transmitted to each Registered Proposer.

•**July 19, 2016:** Notification of RFP Revisions. If it becomes necessary to revise or supplement any part of this RFP, including any extensions or additions to the dates set forth herein, an Addendum will be transmitted to all Registered Proposers.

•**July 25, 2016:** Due Date for Proposals. Proposals must be delivered to **the Orleans Parish Sheriff's Office, Purchasing Department, Attention: Mary Goodwin, Interim Purchasing Director, 2800 Perdido Street, 4th floor, New Orleans, Louisiana 70119** by 5:00 p.m., CDT, on **July 25, 2016**. The Evaluation Committee may elect to consider Proposals which are received after this date, but shall be under no obligation to do so.

•**July 26, 2016-August 8, 2016:** Evaluation of Proposals. The OPSO will evaluate proposals and may invite one or more proposers to make presentations and/or to negotiate proposal terms for the consideration of the Board.

•**August 12, 2016:** Notifications. The OPSO may notify Proposers who have been eliminated from consideration and shall notify all Proposers of its recommendation upon completion of its evaluation of Proposals.

•**August 31, 2016:** Proposer Signed Contract Offer Due. The recommended Proposer must submit a signed contract containing terms satisfactory to the OPSO.

1.03 PROPOSER CONFERENCES AND SITE TOURS

If indicated in this Section 1.03 or in an Addendum issued to Registered Proposers, all Proposers must attend one or more Proposer Conferences, which may include Site Tours, for the purpose of receiving information about the OPSO's operations and needs and/or for the purpose of viewing the conditions under which a Contract may be performed. Failure to attend a Proposer Conference will, in the OPSO's discretion, subject a Proposer to disqualification. Proposers must contact the Purchasing Department no later than Friday, **July 01, 2016**, by 3:00 p.m. and submit proper documentation in order to be permitted access to OPSO facilities for the Proposer Conference.

DATE OF PROPOSER CONFERENCE AND/OR SITE TOUR: July 05, 2016

TIME OF PROPOSER CONFERENCE AND/OR SITE TOUR: 10:00 A.M.

LOCATION OF PROPOSER CONFERENCE AND/OR SITE TOUR: 2800 and 3200 Perdido Street, New Orleans, LA 70119. Tour shall include Kitchen/Warehouse Facility.

TELEPHONE NUMBER FOR DIRECTIONS: **504-202-9253**

Each Proposer may send up to two (2) representatives to a Proposer Conference. Proposer representatives must be directly employed by the Proposer and may not be Sub-Proposers. Prospective Sub-Proposers may send one (1) representative to a Proposer Conference. Sub-Proposers are not required to attend the Proposer Conference. Please refer to Section 2.02 Sub-Proposer, for information regarding limitations which apply to Sub-Proposer communications with Proposers and with the OPSO during the RFP process.

1.04 PURCHASING DEPARTMENT INTERIM PURCHASING DIRECTOR

The sole point of contact for all communications concerning this RFP, including written inquiries and the submission of Proposals, shall be the Purchasing Department Interim Purchasing Director as follows:

Name: Mary Goodwin

Title: Interim Purchasing Director

Purchasing Department: Orleans Parish Sheriff's Office

Address: 2800 Perdido Street, New Orleans, Louisiana 70119

Fax No.: 504-525-4912

Email Address: goodwinm@opso.us

1.05 RESTRICTIONS ON CONTACT WITH OPSO/INQUIRIES

Except for the manner provided in this RFP or pursuant to any pre-existing official OPSO obligations, all communications with the OPSO with respect to the subject Contract shall be submitted in writing to the Purchasing Department, Interim Purchasing Director or, in the case of complaints regarding the RFP process, directly to the OPSO Purchasing Department, Attention: Mary Goodwin, 2800 Perdido Street, New Orleans, Louisiana 70119. This restriction shall commence upon the issuance of this Request for Proposals and continue through the date the Purchasing Department publicly announces the Proposer. Failure to comply with this provision may result in Proposer disqualification.

1.06 SUBMISSION OF PROPOSALS

All Proposals shall be labeled "Food Service Management" and shall be delivered to the Purchasing Department, Interim Purchasing Director at the address set forth in Section 1.04 of this RFP no later than 5:00 p.m. CDT on July 25, 2016. Five (5) originals and (3) electronic USB drives of the Proposal shall be submitted.

1.07 OPENING OF PROPOSALS

All Proposals delivered to the Purchasing Department, Interim Purchasing Director at the address set forth in Section 1.04 of this RFP will be opened on July 26, 2016.

PART II: INSTRUCTIONS TO PROPOSERS

2.01 DEFINITIONS

The following definitions shall apply to this RFP:

"Addendum" shall refer to a document issued by the Interim Purchasing Director which modifies this Request for Proposals or provides additional information to Proposers.

"Contract" shall mean the agreement, if any, that is approved by the Orleans Parish Sheriff's Office between the OPSO and a Proposer for some or all of the Deliverables described in this RFP.

"Proposer" shall mean the individual(s) or business entity, if any, with whom or with which the OPSO enters into a Contract.

"OPSO" shall mean the Orleans Parish Sheriff's Office, a government agency and political subdivision of the State of Louisiana.

"Deliverable" or "Solution" shall mean the services, supplies and equipment, or any part or combination thereof, that are proposed to be provided to the OPSO in this RFP.

"Proposal" shall mean the documents submitted by Proposers pursuant to this RFP that constitute a Proposer's offer to contract with the Orleans Parish Sheriff's Office.

"Proposer" shall mean the individuals or business entities, if any, submitting a Proposal in response to this RFP.

"Interim Purchasing Director" shall mean the Interim Purchasing Director of the Orleans Parish Sheriff's Office.

"Registered Proposer" shall refer to a prospective Proposer who has submitted a completed Proposer Registration Form (Attachment B) to the OPSO, which shall entitle such prospective Proposer to receive any Addendum issued by the OPSO supplementing or modifying this RFP. "Request for Proposals" or "RFP" shall refer to this solicitation of Proposals by the OPSO which may lead to the negotiation of a Contract with one or more Proposer(s).

"Successful Proposer" shall refer to the Proposer(s) recommended for a Contract by the Evaluation Committee.

"Purchasing Department" shall mean the Departments within OPSO government which will receive the Deliverables or Solutions if a Contract is entered into as a result of this RFP.

"Purchasing Department Interim Purchasing Director " shall refer to the individual representative the Purchasing Department for all purposes related to this RFP and to whom all communications and Proposals must be directed. This individual is identified in Section 1.04 of this RFP.

2.02 SUB-PROPOSERS

A. Sub-Proposer Identification and Approval. Proposers must identify proposed Sub-Proposers in their Proposals. Sub-Proposers must be qualified to provide the specific Deliverables they are identified by a Proposer to provide under the Contract. The OPSO reserves the right to disapprove a proposed Sub Proposer and to require the Proposer to identify replacement Sub-Proposers.

B. Sub-Proposer Attendance at Proposer Conference. Firms which attend the Proposer Conference are presumed to be prospective Proposers, unless they identify themselves as a Sub Proposer. An organization which clearly fails to possess the minimum Proposer qualifications set forth in Part II of this RFP must identify itself as a Sub-Proposer at the Proposer Conference. Failure to do so may result in disqualification from serving as a Sub-Proposer under any Contract which is entered into pursuant to this RFP. Sub-Proposers are not required to attend the Proposer Conference.

2.03 CONTENTS AND ORGANIZATION OF PROPOSALS

Proposals shall be submitted on standard 8 W' x 11" letter-size paper, in legible type, with material printed on one side only. Proposer shall not make claims or statements to which they are not prepared to commit contractually. The information contained in the Proposal shall be organized as follows:

- Section 1: Transmittal Letter. Proposer shall include a letter of transmittal signed by an individual who is authorized to bind the Proposer contractually. The transmittal letter shall include the name, title, address, telephone number, facsimile number and email address of one or more individuals who can respond to requests for additional information.

- Section 2: Proposer's Qualifications and Experience. Proposer shall complete the Proposer Questionnaire included with this RFP as Attachment A and shall supply any information or documentation required by the Proposer Questionnaire.

- Section 3: Proposed Solution. Proposer shall provide both a summary and a detailed description of its proposed approach to and plan for providing one or more Solution(s) which will meet the OPSO's contractual requirements as set forth in Part III of this RFP.

The Proposer shall also describe in detail its proposed pricing, which shall be summarized on the Cost Proposal Form included with this RFP as Attachment D.

- Section 4: Sub-Proposer Identification. Proposer shall identify the Sub-Proposer(s) it intends to use to provide specific Deliverables described in Section 4 of its Proposal. Proposer shall identify the Sub-Proposer's qualifications to provide the proposed subcontracted Deliverables and the quantity of Deliverables the Sub Proposer may provide, depending upon negotiations.

- Section 5: Requested Exceptions to General Conditions. The OPSO's legal terms, or General Conditions, are included with this RFP as Attachment C. The OPSO reserves the right to negotiate additional legal terms as it deems appropriate. Proposer shall review these General Conditions and shall submit, with specificity, any requested modifications to these terms with its Proposal. Submission by Proposer of Proposer's standard contract terms or other forms will not be considered requested modifications and will be disregarded by the OPSO for purposes of any subsequent contract negotiations between the parties. The OPSO shall not be deemed to have accepted any requested modifications by electing to engage a Proposer in negotiations of a possible Contract.

- Section 6: Cost Proposal. Proposer shall complete the Cost Proposal Page included in this RFP as Attachment D. This form shall provide a summary of proposed pricing which is described in more detail in Section 4 of the Proposal.

2.04 OWNERSHIP OF PROPOSALS

All materials submitted by Proposers shall become the sole property of the OPSO. The OPSO shall be under no obligation to return any Proposals or materials submitted by Proposers in response to this RFP and reserves the right to use any or all of Proposer's ideas as set forth in its proposal, regardless of whether the Proposer is selected for negotiation of a possible contract. In the event a Proposal includes specific information which Proposer deems proprietary or confidential,

2.05 COST OF PROPOSER RESPONSE

The OPSO shall not bear any of the costs or expenses incurred by Proposers in responding to this RFP. All such costs shall be borne solely by the Proposer.

2.06 CANCELLATION OF RFP; REQUESTS FOR UPDATED OR NEW PROPOSALS

At any time during the RFP process, the OPSO may cancel the RFP and may, but shall not be required to, reissue the RFP at a later date. Furthermore, at any time during the RFP process, the OPSO may also issue an Addendum modifying the RFP and may request supplemental information or updated or new Proposals. Any such Addendum shall specify

the date by which the requested documents shall be submitted and any changes in the projected timelines set forth in this RFP which may result from the issuance of the Addendum.

2.07 ELIMINATION OF PROPOSALS

During its evaluation of the Proposals, the OPSO may determine that one or more Proposals will not result in a Contract which best meets the OPSO's requirements. The OPSO shall be under no obligation to solicit additional information or pricing from Proposers before eliminating their Proposals. When the Evaluation Committee has conclusively determined that a Proposal will no longer be considered, it shall attempt to notify the affected Proposer(s) in a reasonably prompt fashion.

2.08 PROPOSER PRESENTATIONS AND DEMONSTRATIONS

The Evaluation Committee may, in its discretion, request additional information or presentations from any or all Proposers. The Evaluation Committee may request any Proposer to demonstrate any equipment, supplies or services contained within its Proposal.

2.09 PROPOSER NEGOTIATIONS

The Evaluation Committee may select one or more Proposers for negotiation of a possible contract and may solicit "best and final offers" from some or all Proposers prior to or during this negotiation process.

2.10 EVALUATION OF PROPOSALS GENERALLY

The evaluation of Proposals is intended to enable the OPSO to identify and develop a possible Contract which represents the best composite value for the OPSO, balancing the cost of a Proposal with the benefits to be gained by the qualifications of the Proposer, by the specific Deliverables proposed to be provided, by the terms under which a Proposer is willing to provide these Deliverables, and by the cost savings or efficiencies which may be achieved. The Evaluation Committee shall document its rationale in reaching a particular recommendation, but shall have complete discretion in considering and evaluating Proposals.

The submission of a Proposal does not require or obligate the OPSO to pursue a Contract with any Proposer. The Evaluation Committee may identify as few or as many Proposers as it deems appropriate for purposes of any negotiations resulting from this RFP.

It is expressly understood that all negotiations are subject to the consideration and approval of the OPSO, which may accept or reject any proposed Contract in its sole discretion.

2.11 NOTIFICATION OF RECOMMENDED PROPOSER

When the Evaluation Committee has completed its evaluation, the OPSO shall issue a letter to the remaining Proposers notifying them of its selection.

2.12 CONFIDENTIALITY

Materials submitted in response to this RFP shall become the property of OPSO. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the OPSO and the successful proposer. Thereafter, all proposals shall be deemed public records governed by the provisions of Louisiana Public Records Act (La. R.S. 44:1 et. seq.). Pursuant to the Louisiana Public Records Act, all proceedings, records, and other public documents relating to procurement shall be subject to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

Any information in the proposal that the proposer desires to claim as proprietary and exempt from disclosure must be clearly designated, identified and marked "Confidential," on the lower right hand corner of each page submitted to OPSO. This is necessary to claim the privilege if any, from disclosure. The proposer shall also mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages ___ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to the Proposer as a result of or in connection with the submission of this proposal, the OPSO shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the OPSO's right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposer must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the OPSO will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the OPSO and hold the OPSO harmless against all actions or court proceedings that may ensue (including all court costs and attorney's fees), which seek to order the OPSO to disclose the information. If the owner of the asserted data refuses to indemnify and hold the OPSO harmless, the OPSO may disclose the information.

The OPSO reserves the right to make any proposal, including proprietary information contained therein, available to OPSO personnel, or to other agencies or

organizations for the sole purpose of assisting the OPSO in its evaluation of the proposal. The OPSO shall require said recipients to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Performance of the contract may require the proposer to have access to and use of documents and data which may be confidential or considered proprietary to the OPSO or its vendors, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the contract, would be adverse to the interest of the OPSO or others. Any document or data obtained by the proposer from the OPSO in connection with carrying out the services under this contract shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the OPSO, acting through the Sheriff.

A charge may be made for copying and shipping any information requested from this RFP. All requests for information should be directed to the Purchasing Director as stated above.

All information related to OPSO's operations which are designated confidential by OPSO and made available to the proposer in order to prepare a Proposal or to carry out any resulting contract, or which become available to the proposer in carrying out a contract, shall be protected by the proposer from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to OPSO. Any information that is deemed confidential shall be provided by OPSO to the proposer in writing. The proposer shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in its possession, is independently developed by it outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstances shall the proposer discuss and/or release information to the media concerning this project without the express written approval of the OPSO, acting through its Sheriff. This notwithstanding, all Proposers agree, in submitting a Proposal, that the OPSO may use any information or ideas set forth in a Proposal in determining the Solution to be contracted, regardless of the Proposer selected for a recommended Contract. Proposers who are unwilling to agree to the provisions of this paragraph are prohibited from submitting Proposals.

2.13 ASSIGNMENT OF RIGHTS

OPSO may assign any or all of its rights and obligations under this RFP and any resulting contract to the Law Enforcement District of the Parish of Orleans, a political subdivision of the State of Louisiana of which OPSO's Sheriff is chief executive officer.

PART III: OPSO REQUIREMENTS: SPECIAL CONDITIONS

The Proposer shall have a demonstrated expertise with the technical and functional aspects of the matters contained in this Section III, Special Conditions. The minimum anticipated needs of the OPSO and responsibilities of the Proposer are set forth in this Section III. Proposers should describe how their Solution(s) will satisfy these needs and fulfill these requirements. If Proposer wishes to propose a Solution which does not satisfy the provision of this Section III, it should submit a written inquiry as provided in Section 1.02, above, requesting that the OPSO modify the scope of this RFP or agree to entertain alternative Solutions.

3.01 ORLEANS PARISH SHERIFF'S OFFICE BACKGROUND INFORMATION

The OPSO is soliciting Requests for Proposals (RFPs) from experienced, qualified and proven food service management vendors to provide the OPSO with a full range of inmate food services. The Vendor shall provide services including, but not limited to labor, product, additional specialty equipment, hardware and software necessary to provide food services to approximately 2,000 inmates located in OPSO facilities at the following addresses: 2800 Perdido Street, New Orleans, Louisiana 70112, 3000 Perdido Street, New Orleans, Louisiana 70112, 225 South Broad Street, and New Orleans, Louisiana 70112.

The contract resulting from this RFP is expected to be a three (3) year contract with a one (1) one-year option to extend upon mutual agreement between the OPSO and the Vendor. All terms and conditions of the original contract will apply throughout any extension periods.

FACILITY INFORMATION

The OPSO operates one of the largest single-site detention facilities in the state of Louisiana consisting of 2 Jail Buildings that house approximately 1,500 inmates, with an average daily population of 1,500. The buildings house separately men and women based on security classifications of low, medium and maximum security or special needs. The OPSO is centrally located in the City of New Orleans, LA and is within close proximity to major expressways. The Sheriff also operates the Warren McDaniels Transitional Work Release Program, Day Reporting Center, and the Orleans Justice Center. In addition, the OPSO provides one meal per shift to security personnel who wish to partake at the OPSO Staff Dining Room located in the Kitchen/Warehouse Facility.

CURRENT FOOD SERVICE MANGEMENT SYSTEM

The current Food Service Management System at the OPSO is a program that provides meals served at proper temperature, nutritious, wholesome and palatable meals and therapeutic/religious diets to the inmates of the OPSO, and full meal service to allied departments including the Orleans Justice Center, Warren McDaniels Transitional Work Release Program (WMTWRP) and the Day Reporting Center (DRC), and to OPSO security personnel two (2) times per day, and seven (7) days per week at an estimated quantity of 1,800,000 meals per year. Such meals and food service meet or exceed all present local, Parish, state and federal laws and regulations relating to standards for food service in

correctional facilities. The meals and food service are also in full compliance with Louisiana jail standards and regulations, as well as the requirements of the designated monitor of the United States Department of Justice for the *Jones Consent Decree*. The meals and food service should meet relevant American Correctional Association Certification Standards for Food Service Programs, Adult Local Detention Facility, 4th edition (2010 Supplemental Edition) and all revisions thereof, that do not otherwise conflict with the otherwise mandated federal and state law and regulations. The meals and food service are required to be as healthy and nutritious within its regular meal service as to limit its reliance on therapeutic meal service. The selected Food Service Vendor shall be required to obtain any and all necessary permits and licenses to operate a food service facility in accordance with Louisiana statutes and regulations.

3.02 CURRENT SOLUTION/METHOD

The established OPSO guidelines to provide inmates, staff, and designated visitors with meals and food service are as follows:

The OPSO has a contractual agreement that provides meals and food service to inmates, staff, and designated visitors. The Vendor and the OPSO meet and agree on all items to be carried on the food service menu. No item is added or deleted without the permission of the OPSO. The OPSO reserves the right to stipulate food service menu items and to require removal of menu items that is considered inappropriate.

- A. Food Service Schedule: The food service schedule is determined by the Vendor in conjunction with approval of the OPSO, but which must include three (3) meals per day seven (7) days per week, including breakfast, lunch and dinner, as well as snacks. Breakfast and dinner meals shall be hot. Lunch meals shall be cold.
- B. Grievances: Food service personnel provide a grievance form to be used by the inmate to express complaints or problems regarding food service or meals. Food service personnel collect and respond to these forms within one (1) week of receipt of the form. Food service personnel organize all inmate grievances into a central file and make them available to the OPSO for audit examination or review.
- C. Price Adjustments: In the event of a request for adjustment in any contract unit price, the Vendor notifies the OPSO in writing of the upward adjustment in any of the contract unit prices and the effective date with documentation justifying the increase. No increase may be affected without prior written approval of the OPSO and is in accordance with the Consumer Price Index.

Once established, the Vendor maintains the prices agreed upon during any twelve (12) month period, beginning with the first day of meal service.

- D. Monthly Billing Reports: A Monthly Billing Report is provided to the OPSO no later than fifteenth day following the end of a calendar month. The Monthly Billing Report includes the following information:
 - Actual number of OPSO, WMTWRP, and DRC regular inmate breakfast meals served

- Actual number of OPSO, WMTWRP, and DRC regular inmate lunch meals served
 - Actual number of OPSO, WMTWRP, and DRC regular inmate dinner meals served
 - Actual number of IPC bag lunches served.
 - Actual number of inmate therapeutic/religious diet meals served
 - Actual number of staff meals served.
- E. Audits: Food Service accounts shall be reconciled on a daily basis and may be audited annually utilizing generally accepted accounting (GAAP) principles. The written audit report is forwarded to the OPSO.
- F. Food Service Personnel: The Vendor provides the OPSO with a list of personnel used for designated job assignments in the department. The Vendor's Food Service Director maintains, on file, qualifications of each person on payroll. The OPSO may at any time instruct the Vendor to remove, for just cause, any of the Vendor's assigned personnel from access into the facility. The Vendor's employees, vendors, sub-vendors, agents, and representatives may be subject to criminal records checks by the OPSO and random drug tests at the Vendor's expense.
- G. Food Service Uniforms: Food Service personnel wear uniforms which are not similar in color to deputies, male or female, or inmate uniforms. Uniforms are specified and approved by the OPSO.
- H. Training: The Vendor's employees attend in-service training provided by the OPSO when stipulated, as required by American Correctional Association (ACA) accreditation standards. Vendor shall be responsible for training OPSO employees and inmate workers assigned to the food service area. Training shall include housekeeping, food safety, safe food handling procedures, proper hygiene, food preparation, cleaning, disinfection, chemical control, chemical safety, sanitation, maintenance, and operation of equipment. Furthermore, vendor shall provide training on a quarterly basis for employees and inmate workers for all of the items previously mentioned in this paragraph. The Vendor is also responsible for all training requirements mentioned in the *Jones v. Gusman* consent judgment provision IV., Section D.3.a.
- I. Security Issues: The OPSO maintains final authority on all security and operational issues as they relate to food service management. Food service employees, vehicles, workplace, on-site facilities, and equipment are subject to search and inspection by OPSO staff when indicated.

3.03 REQUIREMENTS AND SPECIAL CONDITIONS

3.03.1 Introduction

This Request for Proposal (RFP) is to solicit sealed proposals from qualified firms or agencies to provide delivery of meals and food service at the OPSO that:

- A. Supports the current OPSO inmate population;
- B. Is scalable to meet the needs of the fluctuating inmate population and sworn personnel;
- C. Integrates or interfaces with the Jail Management System for efficient meal ordering in order to eliminate duplication of data entry; and
- D. Provides computerized meal ordering, billing, and inventory.

This Request for Proposal, its Addendum, and the Vendor response shall be incorporated into the final contract between the OPSO and the Vendor.

3.03.1.2 Definitions

Whenever used in the RFP, attachments, or addendums the following terms will have the meanings defined below. Any questions regarding these definitions should be addressed to the Interim Purchasing Director as identified in Section 1.04.

- A. "Chief of Corrections" shall mean the Chief of Corrections of the Orleans Parish Sheriff's Office, his successor or persons identified to Vendor by the Chief of Corrections as being authorized to act for or on behalf of the Chief of Corrections.
- B. "OPSO" shall mean the Orleans Parish Sheriff's Office.
- C. "DRC" shall mean the Sheriff's Day Reporting Center.
- D. "ACA" shall mean the American Correctional Association.
- E. "SDR" shall mean the Staff Dining Room.
- F. "IPC" shall mean the OPSO Intake and Processing Center.
- G. "WMTWRP" shall mean the OPSO Warren McDaniels Transitional Work Release Program.
- H. Food Service - A food service available to all inmates and staff and designated visitors for meals which are provided by the OPSO, WMTWRP, DRC, IPC, and approved by the OPSO.
- I. Integrated, Integration - Refers to two or more components merged together into a single system sharing a single set of data. For example: Increasingly, the term integrated software is reserved for applications that combine word processing, database management, spreadsheet functions, and communications into a single package.
- J. Interface - A boundary across which two independent systems meet and act upon or communicate with each other.

- K. JMIS - Jail Management Information System. Assists with the full management of a jail or correctional facility, including booking, pre-booking, tracking inmate movement, classification, discipline, prisoner funds, court services, and facility data including inventory.
- L. OJC- Orleans Justice Center formerly known as the New Jail.
- M. Rejected Items - Items considered by the OPSO to be spoiled, damaged, tampered with, or otherwise unsuitable for consumption or use.
- N. Vendor (Proposer) – Food Service Management Proposer responding to this Request for Proposal. The Vendor has sole responsibility for providing the proposed solution, and related support services.

3.03.3 Minimum Food Service Management Requirements

Due to the nature of this proposal, the Vendor mandates at the time of submission, that the Vendor's Food Service Management Proposal meets the following minimum requirements. The intent of these minimum requirements is to eliminate the submission of solutions that are not viable. **THE VENDOR MUST MEET ALL MINIMUM REQUIREMENTS OTHERWISE THEIR PROPOSAL SHALL BE DISQUALIFIED WITHOUT FURTHER REVIEW.**

Minimum Requirements Checklist:

Because of the critical nature of each of the following requirements, the Vendor shall be required to respond either Yes or No (not both) to each checklist item and initial their agreement to each response as part of their proposal:

A. Meal Standards

1. The Vendor must provide meals served at proper temperature, nutritious, wholesome and palatable meals including lunches, therapeutic/religious diets, and all other meals necessary to the inmates of the OJC, WMTWRP, IPC, and DRC three (3) times per day, seven (7) days per week at an estimated combined quantity of 1,800,000 meals per year, *which may fluctuate up or down during the course of the year as a result of external conditions beyond the control of the OPSO. Meals shall include two hot options and one cold option.*
2. The Vendor shall, in addition to inmate food services, provide food services, staff and general maintenance to the Staff Dining Room (“SDR”), located in OPSO Kitchen/Warehouse Facility, and as may be opened in other buildings in the future.
 - a. Persons authorized to obtain meals shall be required to present identification authorized by the OPSO and shall sign (which may include electronic signature or swiping) when to account for meals.

- b. The Vendor must propose an automated method to account for all employee meals served within the scope of its bid. This system, which must include all necessary technology, equipment, and any other resources necessary, must be utilized as the billing mechanism for all SDR locations. Based on identified needs, the OPSO reserves the right to accept or reject this proposed system until final decisions are achieved.
 - c. At no time shall any inmates have any role in the preparation of food for the SDR.
 3. The Vendor must provide such meals and food service that meet or exceed all laws of the City of New Orleans, State of Louisiana, and federal laws and regulations relating to standards for food service in correctional and other off campus facilities.
 - a. The meals and food service must be in full compliance with Louisiana Jail Standards and Regulations, as well as the requirements of the designated monitor of the United States Department of Justice for the Jones v. Gusman Consent Judgment.
 - b. The meals and food service should meet relevant American Correctional Association Certification Standards for Food Service Programs, Adult Local Detention Facility, 4th edition (2010 Supplemental Edition) and all revisions thereof that do not otherwise conflict with the mandated federal and state law and regulations.
 4. The Vendor must provide healthy and nutritious meals that provide a total daily caloric intake of 1600-2600 calories that are low fat, low sodium and appropriate for population that is composed of inmates between the ages of 16 and above and who are sedentary in lifestyle. Vendor shall follow the 2015-2020 Dietary guidelines from the United States Department of Agriculture for caloric intake requirements.
 5. The Vendor shall provide 100% of those items listed on the approved food service menu, unless a substitution is approved by the vendor's licensed dietician and food service manager and notification made to the OPSO kitchen supervisor no less than twenty-four (24) hours before the actual meal is prepared for delivery.
 6. The Vendor may sell meals to inmates, staff and designated visitors that OPSO, WMTWRP, DRC, and IPC that are **not** mandated by state or federal law or employment contract to provide (hereinafter referred to as "Non-OPSO mandated meals").

B. Meal Delivery

1. The Vendor shall deliver all food service meals based on a schedule specifying set time and days approved by OPSO.
2. The Vendor shall have meals placed in food carts ready according to a meal service schedule that will be mutually agreed upon after the award of the contract. The Vendor is responsible for placing prepared breakfast and lunch packages or dinner trays in quantities ordered by the OPSO on carts for delivery by correctional staff at designated areas of the OPSO Kitchen/Warehouse and service kitchens.

3. The delivery of food in a timely manner by the Vendor to the OPSO and the delivery in a timely manner by the OPSO to the inmates is essential. Timely is defined as within one hour (60 minutes) of the placement of the meal order by the OPSO to the Vendor. (The OPSO will then count the meals delivered to it and randomly check for quantity, appropriate temperatures, and accuracy of meals according to the approved menu. of said meals, and supervise inmates who will distribute trays to inmates in a timely and sanitary manner. Upon completion of meals, the OPSO will supervise the return of all trays and/or carts to the OPSO Kitchen/Warehouse and service kitchens.
 - a. The current vendor also has food and non-food items delivered to these locations from sub-vendors via the sub-vendors' own transportation vehicles.
4. The Vendor shall provide each prepared inmate meal in a single sealed transparent (non-plastic) container.
5. The menu and meal times for the OPSO SDRs shall be mutually agreed upon once the contract has been awarded. It may be allowable to provide a supervisor only during meal time and lock the staff dining area at all other times with written approval from the OPSO.

C. Food Service Staffing

1. The Vendor shall manage a civilian staff at the OPSO Central Kitchen and OPSO service kitchens, which shall, in conjunction with assigned inmates, prepare pre-plated meals for service on thermal insulated trays and sack lunches.
2. The Vendor shall describe the level of support and supervision required during the food service preparation and delivery process.
3. The Vendor shall submit a current organizational chart of its executive and management staff with names and titles, as well as emergency contact information, including e-mail addresses.
4. The Vendor shall submit the proposed operational policies and procedures that will be followed by its employees servicing the OPSO.
5. The Vendor shall describe the hiring practices and training procedures for employees and inmate workers to service the OPSO. Vendor training must be documented to provide evidence of compliance with American Correctional Association (ACA) regulations, and the records made available for review by ACA auditors when needed.
6. The Vendor shall be required to have all of its on-site employees complete the OPSO Civilian Training Course.

D. Meal Costs and Cost Calculation

1. The Vendor shall describe the methods and provide evidence of their ability to maintain their proposed cost per meal.

2. The Vendor shall not add, subtract, or substitute items from food service menu without the OPSO's prior written approval.
3. The Vendor shall make required billing adjustments for items not delivered or designated as Rejected Items by OPSO.
4. Where meals or food services are not provided by OPSO, the Vendor shall limit any price markups in accordance to Louisiana Statutes and State of Louisiana Jail Standards.
5. The Vendor shall provide estimated Vendor implementation costs and any other costs not otherwise delineated in this RFP, including consultant fees.
6. The Vendor shall submit its most recent annual balance sheet.

E. Technology

1. The Vendor shall provide a computerized Food Service Management Cost Accounting System to ensure efficient meal ordering, billing, inventory and food service operation activity tracking, including all necessary hardware, software, data management and installation and operation thereof, which is capable of integrating/interfacing with the current and pending JMIS system.
2. The Vendor hereby acknowledges that information on prisoner data is strictly confidential and shall not sell, share, or release information on prisoner data without the prior written consent of the OPSO.

F. Quality Assurance

1. The Vendor shall describe the proposed plan, process, equipment, and schedule which will be utilized in the provision of food service management to the OPSO. This includes evidence of the Vendor's ability to perform such a plan and references:
 - a. The Vendor shall deliver the meals ordered within fifteen (15) minutes of the scheduled meal delivery time.
 - b. The Vendor shall deliver meals in an individual sealed transparent package or insulated tray.
2. The Vendor shall describe the policy and procedure for dealing with errors, missing menu/food items on tray or in meal package, and damages.
3. The Vendor shall provide their performance record regarding customer service, including service issues or problems.
4. The Vendor shall provide a plan for dealing with inmate complaints concerning Food Service products and services at OPSO. The Vendor shall provide grievance statistics for current facilities under contract. The Vendor shall include the facility

contact name and phone number of the individual who can verify the reported statistics.

5. The Vendor shall provide evidence of their past experience in complying with ACA standards as well as local, state and federal laws including inspection codes and regulations in food service and operations. The Vendor shall specifically list the name of the facility, contact name, phone and fax numbers, address, average daily populations, and whether or not the facility is ACA accredited. OPSO reserves the right to verify experience of all potential vendors.
6. The Vendor shall conduct a survey of SDR diners' quarterly to assess the acceptability of the menus. The Vendor shall be required to observe in the SDR all rules and regulations regarding storage, preparation and serving of food that they are required to observe in the OPSO Kitchen/Warehouse. It is allowable for the Vendor to make adjustments based upon the survey results. Adjustments will be allowed only with the written approval of the OPSO, providing that said adjustments have no impact on the cost per meal.

G. Proposal Enforcement

1. The Vendor agrees to perform all provisions set forth in their Proposal and as described in this Request for Proposals.
2. The Vendor further agrees to destroy or remove from the OPSO premises any item deemed to be rejected by the OPSO and not to use in any form or manner the Rejected item as part of a meal delivered to the OPSO, and where in the event such a Rejected item should be found to be part of a meal delivered to the OPSO, the cost for any and all said meals shall be noted and immediately removed from that month's billing to the OPSO; and any delay in the delivery of meals affected by said meals shall result a penalty of 10% of the meal cost of those meals, which shall be noted and immediately removed from that month's billing to the OPSO.
3. The Vendor further agrees that in the event that the Vendor delivers any meal ordered by the OPSO more than fifteen minutes after the scheduled delivery time of said meal, the Vendor shall be automatically deemed not to have performed a provision of their Proposal and as described in this Request for Proposals by providing a late meal, which shall result a penalty of 10% of the meal cost of those late meals, which shall be noted and immediately removed from that month's billing to the OPSO.
4. The Vendor further agrees that in the event that the Vendor fails to perform any provision set forth in their Proposal and described in this Request for Proposals with the regard to Maintenance and Repair of OPSO Food Service Equipment, Supplies, Small Wares, Environmental Control, Pest Control Services, the OPSO shall give the Vendor no more than 24-hours' notice of non-performance after which the OPSO shall make any and all necessary arrangements for the performance of said provision of the Agreement, which shall be noted and the cost for which shall be deducted from that month's billing to the OPSO.

H. Purchase of Food Products

- a.) The Vendor shall be required to purchase food wholesale at the lowest prices quotes for quality products or at prices no greater than the wholesale rate for the same item. Vendor agrees to this term by submission of proposal to OPSO.

3.03.4 Menu Patterns

The following are meal patterns that have been traditionally provided during the course of the contract. Under this Request for Proposals, Vendors may adjust their proposed meal patterns in order to provide healthy and nutritious meals that contain a total daily caloric intake of 1600-2600 calories that are low fat, low sodium and appropriate for population that is composed of inmates aged 16 and above who are sedentary in lifestyle. Any proposed change from the below stated meal patterns must be noted with an explanation for the change. OPSO reserves the right to inspect all packaging for safety and security.

A. GENERAL MEAL PATTERNS (OPSO, WMTWRP, DRC, and IPC)

Breakfast

- 1 - 4 oz 10% fruit juice drink (Vitamin C fortified)
- 1 bowl or package of dry cereal
- 1 ea hard cooked eggs (2 x per week)
- 2 slices wheat bread or 1 roll (equal to 2 slices of bread)
- 1 pastry, bagel or pop tart at least (4 x per week)
- 1 - 1 oz package of peanut butter (1 x per week)
- 1 - 1 oz cheese slice (2 x per week)
- 1 - 1 oz deli meat (2 x per week)
- 1 pc/package jelly
- 8 oz milk (skim)

Lunch (Sack Lunches):

- 2 sandwiches, consisting of:
 - 3 oz. luncheon meat
 - 4 slices wheat bread
 - 2 packets mustard or mayonnaise type dressing
- 1 bag chips (2 x per week)
- 1 package cookies (2 x per week)
- 1 package pretzels (3 x per week)
- 8 oz. fruit drink w/ vitamin C

Dinner:

- 3 oz Meat (a whole muscle meat is to be served at least 2 x per month at a minimum)
- 1 cup potatoes, rice, noodles, beans, or other starch
- 1/2 cup coleslaw
- 1/2 cup vegetables
- 1/2 cup salad/1 oz. dressing
- 2 slices wheat bread or a roll (equal to 2 slices of bread)
- 1 serving dessert (cookies 2 oz., or cake 1/70 ct for full sheet, or 1/2 c pudding or gelatin. Candy cannot be used as a dessert item)
- 1/2 oz margarine
- 8 oz milk (skim)
- 1 pkt salt and pepper (when appropriate)

A weekly average of 1600-2,600 calories total daily caloric intake that are low fat, low sodium and appropriate for population that is composed of inmates aged 16 and above who are sedentary in lifestyle shall be provided with the above menu pattern. Vendor shall follow the 2015-2020 dietary guidelines published by the United States Department of Agriculture for caloric intake requirements.

1. No pork product or pork derivative may be on the menu.
2. No alcohol or alcohol derivative may be used in preparation of meals on the menu.
3. Milk shall be served a minimum of two (2) times per day at the breakfast and dinner meals in individual eight (8) ounce cartons. In addition a 10% fruit drink shall be served with the breakfast meal, fortified with Vitamin C, supplied in individual four (4) ounce cartons. A fruit drink (8 ounces) shall be served with the lunch meal.
4. Jelly shall be provided at all breakfast meals except when syrup is required.
5. Wheat bread must be served two meals per day; the third meal may be white bread.
6. When donuts, dinner rolls, buns or cornbread appears on the menu additional bread is not required for the meal. Donuts may not be served as an entrée; they must be accompanied by a hot meal or egg entrée. Donuts, if not the cake type, must be iced. Plain pastry shells which are meant to contain filling shall not be used.
7. The same type of dessert may be served within a one (1) week period, but not on consecutive days. The names of desserts scheduled to be served must appear on the menus; the word “dessert” alone is unacceptable.
8. Potato or macaroni salad may be used as a starch as long as another salad type item is served; at no time will an increase in these salad quantities be allowed to count as both the starch and salad requirement. A minimum of two (2) types of salad dressings must be served, *i.e.* Italian, French, but not on consecutive days.
9. All meals must provide variety and food which is appetizing and wholesome.
10. No item contained in the sack lunch shall contain items that may be used to construct weapons or otherwise violate OPSO security.
11. Only cooked fruit (*e.g.* apple sauce, canned peaches) and fruit that is not fermentable may be used on the menu.
12. As indicated above, sack lunches must provide variety; the same type of meat shall not be served more than once a week. The use of red pepper bologna shall not be used in lunches as inmates have consistently complained regarding this flavor of bologna.
13. The Vendor shall provide a four week meal cycle in this proposal.
14. The Vendor shall not use out of code food, which includes any food that is beyond the expiration or use-by date.

15. The Vendor shall have in place a quality assurance program which ensures that all meals meet the OPSO's dietary requirements and current 2015-2020 dietary guidelines published by the United States Department of Agriculture.
16. The Vendor shall conduct an inmate menu acceptance survey quarterly. The results shall be compiled and recommendations made to the appropriate OPSO personnel regarding changes to be made by Vendor on the basis of such survey results or other information.

B. IPC MEAL REQUIREMENTS

1. IPC sack meals differ from the general sack meal requirements set forth herein. The Vendor shall provide a sack meal which consists of two (2) sandwiches, two (2) condiment packages, and one (1) eight ounce fruit drink.
2. The sandwich shall contain four (2) slices of bread, three (3) ounces of meat or two (2) ounces of meat and two (2) ounces of cheese.
3. The Vendor shall have in place a quality assurance program, which ensures the sack lunch meets the OPSO's requirements, which shall include no packaging that can result in constructing weapons, e.g., no item contained in the sack lunch shall be contained that can be fashioned into a weapon.
4. The Vendor shall deliver the sack meals to the Criminal Courts Building each day. The sack lunch count is contingent upon the daily court call count and shall be delivered no later than 10:00 A.M. Monday through Friday. Actual number of lunches required will change from day to day up to one hour prior to delivery. OPSO personnel will call in a requested meal count.
5. The Vendor shall deliver the sack meals to the second floor service kitchen in the OJC for the Intake and Processing Center each day. The sack lunch count is estimated at sixty (60) and shall be delivered no later than 10:00 A.M. seven days a week, including holidays. Actual number of lunches required will change from day to day up to one hour prior to delivery based on intake volume. IPC personnel will call in a requested meal count change.

C. THERAPEUTIC DIETS

1. The Vendor shall prepare therapeutic diet meals where such diets are ordered by Correct Care Solutions (CCS) medical personnel. Therapeutic diets shall conform to medical criteria provided to Vendor and shall be served as ordered, at the same cost per meal as a regular diet. All therapeutic diet trays must be labeled with the date, type of diet, housing unit, inmate name, and folder number.
2. The Vendor shall provide healthy snacks (HS), juices, milk and other items included in the prescribed medical diets identified in this section; as prescribed medical diets may be amended from time to time, such changes shall be included in the cost of the meal and shall not be separately billed by Vendor.

3. The Vendor shall only provide cooked fruit, *e.g.* apple sauce, canned peaches, and fruit that is not fermentable may be used on the menu.
4. The following is a listing of the current diet menu types, all of which must be made available, upon request, on a daily basis. The Vendor must submit examples of its diet manual and diet menus with their proposals.

Master List of Therapeutic Diet Types

There are eighteen (18) therapeutic diets as follows:

1. Cholesterol/Fat Restricted. Low Salt/Bland (300 mg cholesterol, 30% Fat, 4gm NA
2. Dental/Mechanical (for dental problems)
3. Nutrition Support Diet with Healthy Snack (+ 400 Calories)
3. No Concentrated Sweets with Healthy Snack (Type II Diabetic/weight Control)
4. 2400 Cal A.D.A. with Healthy Snack
5. 2800 Cal A.D.A. with Healthy Snack
6. 3200 Cal A.D.A. with Healthy Snack
7. Pregnancy with Healthy Snack
8. Long Term/High Protein Full Liquid (Broken jaw diet; 6 weeks only)
9. Pureed Diet (No teeth or dysphasic)
10. Full Liquid (3 days only)
11. Clear Diet (2 days only)
12. Renal Diet (Impaired Renal Function = Approx. 95 GMS. Protein)
13. No Milk Diet (Intolerance for milk as a beverage)
14. Low Fiber/Low Residue (Acute Gastroenteritis/post G.I. surgery)
15. Acute Hepatitis/Cirrhosis (Non Acute Encephalopathy)
16. Gluten Free (Celiac Disease)
17. Food Allergy Diets according to FDA including but not limited to milk (dairy), eggs, wheat, soy, peanuts, tree nuts, seafood and fish with fins.
18. Juvenile (age 17 years old) 2,800 calories

The daily meal count for the therapeutic diet is approximately 500. The vast majority of the therapeutic meals served are the low cholesterol, low fat diet. There is also a 4600 Cal. Boot Camp Diet as described herein.

D. RELIGIOUS DIETS

1. Vendor shall provide meals for inmates in accordance with the Religious Land Use and Institutionalized Persons Act (RLUIPA) and comply with all other federal, state, or local laws and court decisions. Compliance with the RLUIPA shall not result in any additional fees or charges to the OPSO.
2. All requests by inmates for meals that conform to an inmate's religious beliefs shall be made in writing to the Chaplain. The Chaplain shall deny or approve the written request within two days of receipt. All approved requests shall be forwarded to the Vendor for implementation.

3. A menu which provides a weekly average of 2,300-2,500 calories per day is acceptable. For all religious meals properly requested under the contract, the Vendor must provide a certified meal prepared for religious diets as described in Religious Diet Programs, Certified Food Components, Ch. 4-1, Food Service Manual published by the U.S. Bureau of Prisons (2006) or most recent edition.

E. SECURITY RESTRICTION DIET

The Vendor shall provide a Security Restriction Diet, sometimes referred to as “Nutraloaf”, for inmates identified by the OPSO as violating OPSO rules or regulations, including inmate disciplinary rules.

- a. Security Restriction Diet meals shall meet the nutritional requirements of those provided under General Meals that require a healthy and nutritious meal that provides a total daily caloric intake of 1600-2600 calories that are low fat, low sodium and appropriate for population that is composed of inmates between the ages of 18-49 years of age and who are sedentary in lifestyle.

F. HOLIDAY MENUS

Vendor shall prepare holiday menus for meals to be served on the following holidays: New Year’s Day, July 4th, Thanksgiving and Christmas. The Vendor shall also prepare holiday menus on Easter, Memorial Day, and Labor Day or in the alternative provide one (1) monthly Saturday or Sunday Dinner Meal that includes a whole meal meat, e.g., Fried Chicken, Roast Beef or Turkey-Ham, for each month that does not include a mandatory Holiday Menu. All of the menus provided under this Section shall be submitted at least one (1) month in advance for approval by the OPSO and the Vendor’s Dietician/Food Service Manager. The cost for these meals shall be the same cost per meal as a regular diet.

Holiday Menu Examples:

New Year’s Day

- Lasagna
- Italian Green Beans
- Salad/dressing
- Hard Roll
- Margarine
- Ice Cream
- Beverage

Easter

- Turkey-Ham with fruit sauce
- Macaroni & cheese
- Broccoli
- Salad/dressing
- Dinner Roll
- Margarine
- Cake (slices)
- Beverage

Memorial Day

- Cheeseburger
- French fries
- Corn on the Cob
- Salad/dressing
- Bun
- Hard Roll
- Margarine/catsup/mayo
- Brownie
- Strawberry Short Cake
- Beverage

Fourth of July

- BBQ Chicken
- Au Gratin Potatoes
- Green Peas
- Coleslaw
- Margarine
- Beverage

Labor Day

- Fried Chicken
- Mashed potatoes/gravy
- California blend vegetables
- Salad/dressing
- Dinner roll
- Margarine
- Cheese Cake

Thanksgiving

- Sliced Turkey
- Cornbread dressing
- Gravy
- Candied yams
- Greens
- Salad/dressing
- Dinner roll
- Margarine
- Apple pie
- Beverage

Christmas

- Chopped steak
- Baked potato/sour cream
- French cut green beans
- Salad/dressing
- Roll
- Margarine
- Chocolate Cake
- Beverage

The Vendor shall adjust the therapeutic diet meals to reflect the aforementioned holidays where feasible. The holiday meal shall provide food that is appetizing and wholesome. Portions provided shall equal or exceed those provided by non-holiday menus. Examples of proposed holiday menus must be submitted with the proposal.

G. STAFF MEALS

The Vendor shall, in addition to inmate food services, provide food services, staff and general maintenance to the Staff Dining Room (“SDR”), located in the Kitchen/Warehouse as may be opened in other buildings in the future.

- a. Persons authorized to obtain meals shall be required to present identification authorized by the OPSO and shall sign (which may include electronic signature or swiping) when to account for meals.
- b. The Vendor must propose an automated method to account for all employee meals served within the scope of its bid. This system, which must include all necessary technology, equipment, and any other resources necessary, must be utilized as the billing mechanism for all SDR locations. Based on identified needs, the OPSO reserves the right to accept or reject this proposed system until final decisions are achieved.
- c. At no time shall any inmates have any role in the preparation of food for the SDR.
- d. The same menu submission and approval requirements indicated in this section shall also apply to SDR meals. Vendor shall post menu plans in the SDR at least one week in advance.
- e. Vendor may propose an alternate meal plan. This meal plan must be reviewed and approved by the Vendor’s Dietitian and have no impact on the cost of the meal.
- f. The Vendor shall provide appetizing wholesome meals for the SDR. Meat patties and casseroles shall be served no more than two (2) times per week. Out of code food, food over a year old, reworked or salvaged products shall not be used.
- g. SDR meals must conform to the following meal pattern specifications for each meal:
 - i. One (1) hot entree Entrees must provide at least 3 oz of meat one of the entrée items must be a whole meat. The entrees must be totally different. Portion size: 1 serving
 - ii. Two (2) types of sandwiches Examples: tuna fish, chicken salad, subs, corned beef, etc. Portion size: 1 sandwich must contain at least three (3) ounces of meat, fish or poultry.

iii. One (1) type of grill item Examples: hot dogs (jumbo only), polish sausage, hamburger, grilled cheese, etc. portion size: 2 grilled cheese, all others one item.

iv. Salads

1. Salad Bar: A salad bar shall be provided daily for each shift. The following items are required on the salad bar at all times:

Cheese
Pasta Salad
Coleslaw
Croutons
Mixed Salad Greens
Relish
Fresh Spinach
Mayo
Tomatoes
Broccoli
Green Peppers
Cauliflower
Onions
Hot Sauce
Carrots
Mustard
Cucumbers
Ketchup
Plain Tuna
Four (4) types of Salad Dressing

2. A pre-packaged nutrient dense salad is allowed as an alternative to the salad bar, with a choice of four (4) types of salad dressing. If the Vendor's Dietician determines that these pre-packaged nutrient-dense salads are insufficient, the salad bar must be provided.

v. One (1) starch item Examples: potatoes, rice, noodles, dressing, etc., Portion size: 1 cup

vi. One (1) vegetable item Examples: California blend, oriental blend, broccoli, greens, etc. Portion size: ½ cup.

vii. One (1) dessert item Examples: Fresh fruit, cake, cobblers, ice cream, pie, etc. Portion size: one (1) each.

viii. Two (2) types of bread Examples: wheat, white, rye, pumpernickel, etc. Portion size: two (2) slices.

ix. Beverages All of the following: Coffee, tea, milk, fruit drink Self serve.

- x. Condiments Examples: salt, pepper, mustard, hot sauce, etc. Self serve.
- h. At the appropriate times, the menus shall reflect the holidays recognized by the OPSO. At least once a month a theme menu shall be provided. Examples of proposed holiday menus must be submitted with proposals.
- i. Revised menus shall be submitted to the Vendor's Dietician for approval at least two (2) weeks before planned implementation. Menu substitution must be submitted to Vendor's Dietician for approval at least twenty-four (24) hours in advance. All menu substitutions shall be logged. A substitution log must be maintained.

3.03.5 Meal Orders

1. The OPSO will order meals at times mutually agreed upon by the parties following the award of the contract, and identify delivery to various points of service.
 - a. The OPSO may, from time to time, change these orders up to one hour prior to scheduled meal service.
 - b. The Vendor will charge for meals served or ordered, whichever is greater, based upon the order for each serving period.
2. The Vendor must provide an automated method by which to account for all employee meals served with the scope of its Bid. This system, which shall include all necessary technology, equipment and all other resources, shall be utilized as the billing mechanism for all SDR locations. Based on identified needs, the OPSO reserves the right to accept or reject this proposed system until final decisions are achieved. Although OPSO ID cards can be scanned, they should not be relied upon as a resource for the automated system.
3. The Vendor must submit, in addition to other reporting requirements including monthly billing as required under Section 3.03.6, computerized daily reports of meals ordered, served and returned within the scope of this contract by 9:30 a.m. for the proceeding day.
 - b. The daily report must include date, time that meal order was placed, type of meal(s) ordered, the number of meal(s) ordered, the number of meal(s) changed, the number of meals served, the number of meals returned, location for which the meal(s) was(were) ordered, ordering deputy's first and last name and badge number.
4. The Vendor must provide a computerized system Food Service Management Cost Accounting System, as required under Section 3.03.6 to account for all meals served within the scope of its RFP that is compatible with the OPSO jail management information system in current or future use during the life of this contract.
 - a. The Vendor must provide, without cost to the OPSO, all necessary technology, equipment, and any other resources required for operation of its

Food Service Management Cost Accounting System at each food service kitchen and for all food service locations.

3.03.6 Technology

The Vendor shall provide a computerized Food Service Management Cost Accounting System, which shall meet the reporting requirements of the OPSO under Section 3.03.05 (Meal Orders), 3.03.7 (Meal Quality Assurance), 3.03.13 (Equipment), 3.03.28 (Costs), 3.03.30 (Payment), 3.03.33 Quality Control Plan, 3.03.34 (Inspection of Services), and Consent Judgment which shall be approved by the OPSO. In the event that the Vendor submits a proposal for Section 3.03.31 Optional non-OPSO Provided Meal Service (Meal Selection and Pricing) and Section, 3.03.32 Commission Return for Optional non-OPSO Provided Meal Service, the Vendor shall include the reporting requirements of OPSO under its computerized Food Service Management Cost Accounting System for these sections, which shall be approved by the OPSO.

1. This system shall meet the requirement of a Computerized Food Service Management Cost Accounting system designed to determine cost per meal.
2. The Vendor must ensure operation of the computerized Food Service Management Cost Accounting System in accordance with OPSO policies and procedures, including:
 - a. Appropriate Vendor employee authority to perform functions.
 - b. Adequate safeguards for computer hardware and software and data access.
 - c. Proper tracking of all meal ordering, daily meal order reports, billing, inventory food stuffs, small wares, supplies, uniforms, and food service operation activity including menu preparation and compliance, recipe preparation, food production, equipment maintenance and repair, and other budgetary activity.
3. The Vendor must ensure the computerized Food Service Management Cost Accounting System is compatible with the OPSO jail management information system in current or future use during the life of this contract.
4. The Vendor shall supply and install sufficient equipment to operate the Computerized Food Service Management Cost Accounting System with the ability to access current and historic food service management data and insure continued operations with minimum interruption of service in the case of a breakdown of servers or other equipment.
 - a. The Vendor must provide, without cost to the OPSO, all necessary technology, equipment, including on-site a number of computers/workstations, server, wiring, and printers, with Internet and intranet capability, that can be immediately put in service in the event of a breakdown of installed equipment and any other resources required for operation of its Food Service Management Cost Accounting System at each food service kitchen and for all food service locations.

5. The items provided in paragraph 5.a. above must be adaptable to all computer software, wiring, programming and hardware upgrades implemented by the department.
6. Maintenance of all provided software and hardware shall be the responsibility of the Vendor.
7. The Vendor must also provide a printed example of daily and monthly meal ordering and billing by meal type, location and price.
8. Provide, in writing, on company letterhead and signed by a company official, a statement guaranteeing access to all data stored in the database proposed for use with the OPSO.
9. Provide, in writing, on company letterhead and signed by a company official, a statement guaranteeing that OPSO retains ownership of the OPSO data contained within the computer system provided by the Vendor. This data is proprietary and confidential and shall not be used by the Vendor.

3.03.7 Meal Quality Assurance

The Vendor shall provide:

1. A dated, weekly as-planned menu will be printed and routed for approval and signature by the Vendor Dietician/Food Service Manager. Approved as-planned menus will be available for review at least one week in advance.
2. Menu evaluations will be conducted at least quarterly by the Vendor Dietician/Food Service Manager and the OPSO Inspection and Evaluation team to verify adherence to the established basic daily servings.
3. All changes to the as-planned menu will be updated in computerized food service management cost accounting system to reflect what was actually served in order to create an as-served menu.
 - a. The dated as-served menu will then be printed and routed to the Vendor Dietician/Food Service Manager, noting all changes from the as-planned menu.
4. The Vendor shall develop and provide a budget projection report to estimate food service requirements and as the main planning device for food service provided under this contract.
 - a. The budget projection report will act as a statement of known requirements for the purchase of supplies at wholesale and for other favorable prices and conditions.
 - b. The budget projection report will include actual or estimated monetary requirements for non-edible and religious diet items.

c. The budget projection report will be prepared and submitted to the OPSO by the 15th day of:

- (1) December for the first fiscal quarter,
- (2) March for the second fiscal quarter,
- (3) June for the third fiscal quarter, and
- (4) September for the fourth fiscal quarter.

d. The Vendor will ensure the Monthly Usage Report is generated after all transactions (receivers and pulls) for the month are completed.

- (1) The Monthly Usage Report will note usage of products, meals served, and average cost including monthly and year to date data.

3.03.8 Food Service Managers and Employees

A. General Consideration

1. The Vendor shall provide qualified Vendor staff in sufficient numbers to provide the full range of food services at all times during the term of the Contract, and may take into consideration assistance from inmates who may be permitted to assist Vendor in the delivery of Vendor's services.
2. The Vendor shall provide competent, adequate supervision of all food service staff, both Vendor employees and inmate workers, at all times that the food service is in operation and in all areas of food service operation.

B. Vendor Management and Supervision

1. The Vendor must specifically provide a Food Service Director dedicated solely to this contract.
2. The Food Service Director shall have had at least three (3) years of experience in the field of food service management at a correctional facility providing food services to at least a two thousand (2,000) inmate population.
3. The Vendor shall not remove or reassign the Food Service Director from the OPSO for a minimum period of one (1) year, without the advance written approval of the OPSO or unless requested by the OPSO.
4. The Vendor shall not merge the duties of the Vendor's Food Service Director or Food Service managers with the Vendor's Dietician.
5. With regard to the management of the OPSO Kitchen/Warehouse, the Vendor shall provide no fewer than:
 - a. One (1) Food Service manager or Assistant Food Service manager with all requisite food service and public health certifications under federal, state,

parish and local law for food service operation shall be on-site at all times during 1st Watch.

6. The Vendor shall provide direct, competent supervision in order to ensure proper meal preparation, efficient use of materials, correct meal preparation, and proper use of equipment for at least the following areas:
 - a. Kettle/cooking area (when hot meals are being made)
 - b. Sandwich Room
 - c. Ready to Eat Meal Area
 - d. Diet Room
 - e. Tray Wash Room
 - f. Dry Goods Storage Rooms
 - g. Refrigeration Rooms
 - h. Dock Areas
7. The Vendor shall have on staff a full time Dietician registered and licensed by the State of Louisiana. Vendor's Dietician shall not work in the capacity of a Food Service Director or Food Service Managers.
8. The Vendor Dietician's responsibilities shall include but not be limited to the following:
 - a. Manage the daily provision of therapeutic diets;
 - b. Help resolve problems related to therapeutic diets;
 - c. Monitor the HAACP program, document related problems and solutions;
 - d. Monitor Quality Assurance and Sanitation, document related problems and solutions;
 - e. Generate regular and therapeutic menus for use at OPSO;
 - f. Conduct in-service training for the Vendor's employees and for inmates who participate in the provision of services as detailed in this Section;
 - g. Work with the Food Service Manager and OPSO's third party medical provider's personnel to resolve problems related to the food service operation;
 - h. Serve as a resource person for recipe development and solving production problems.

C. Vendor Maintenance/Repair Employees

1. The Vendor, unless the OPSO opts to assume this responsibility, shall sub-contract with an outside certified licensed and bonded company(ies) to perform preventative maintenance and repairs to all food service equipment with a value of \$1,000 or more and a manufacturer's use life of two (2) or more years to the accepted manufacturer's standard.
 - a. Said company(ies) shall be certified by the manufacturer to maintain and repair said equipment.
 - b. Trade journeyman cards (electrical, plumber, HVAC, industrial engineer, carpentry) shall serve as prima facie proof of certification.

2. A copy of this sub-contract must be provided to the OPSO before the start of the Food Service Management contract.
3. In the event that the OPSO assumes this responsibility, the cost for preventative maintenance and repair of all food service equipment with a value of \$1,000 or more and a manufacturer's use life of two (2) or more years, shall be removed from the cost of meal charged by the Vendor.

D. Vendor Non-Management Employees

1. The Vendor shall also provide sufficient non-management employees to meet all requirements of this food service contract, including proper direct supervision of inmate workers.
2. **OPSO Main kitchen and all Service kitchens:** One Vendor non-management employee shall be assigned to monitor the food lines in the OPSO Main Kitchen while in operation. These Vendor employees shall be in addition to the inmates who are assigned to assist in providing services in these areas.
3. **Use of Inmates Generally:** Vendor's pricing shall include utilization of both Vendor staff and assigned inmates. Prior to beginning operations under this Contract, the Vendor shall submit to the OPSO a description of the nature and function of each of the posts to which such inmates would be assigned within the Vendor's food service operations.

E. Vendor Staff Reporting

1. Staffing Plan: No less than five (5) business days prior to the start of the contract, the Vendor shall provide to the OPSO a complete staffing plan which includes:
 - a. The total number of management staff, non-management staff by work location;
 - b. A daily staff (managers and employees) assignment schedule for each shift and work group (based on regular days off);
 - c. An organizational chart; and
 - d. Job descriptions for all managers and employees.
 - e. Said staffing plan shall be updated as needed and the update shall be provided to the OPSO within five (5) business days of its implementation for the duration of the contract.
2. Employee Roster: The Vendor shall keep a complete roster of all employees' names and addresses in the Vendor's site office, shall provide a copy of same to the OPSO, and shall update the employee roster each month and submit it electronically with the monthly report package to the OPSO by the 1st of each month, listing both filled and vacant positions, staff names for all filled positions, and date entered on duty in current position.
3. Timesheets: The Vendor shall also provide a completed staff (managers and employees) timesheet(s) for each watch, work group and work location assigned for

the performance of this contract to the OPSO within forty-eight hours after the close of each pay period for the duration of the contract.

4. Standard Operating Procedures: The Vendor must develop and maintain standard operating procedures governing the daily routine and assignment of the various work areas within the Food Service. Delegation of authority within the Food Service will be clearly defined in the standard operating procedures for the duration of the contract.
5. Staff Communications: The Vendor shall ensure timely communication of all directives or requests from the OPSO relevant to food service operation to all directors, managers, supervisors and employees assigned for the performance of this contract.
 - a. Confirmation that information requested by OPSO is communicated to Food Service staff in a timely manner must be provided to the OPSO and forwarded to the OPSO in the monthly food service report.

3.03.9 Training of Vendor Employees

1. All Vendor employees are required to attend the New Civilian Training provided by the OPSO related to security, contraband, disciplinary reports, and other specialized issues.
2. Annual training of a minimum of forty (40) hours each year shall also be provided by the Vendor, with the specified training topics and curriculum submitted to and approved by the OPSO prior to commencement of training.
3. New Vendor employees must attend forty (40) hours of orientation/training during the first six (6) months of assignment under this Contract.
 - a. The forty (40) hours of training will be the responsibility of the Vendor.
 - (1) The Vendor will ensure minimally that all Food Service staff has access to the Louisiana Food Sanitation Code and the U.S. Public Health Service Food Code and all directives and standards referenced in this policy.
 - (2) The Vendor will develop a training program that ensures staff are aware of the policies and procedures required to perform their assigned duties, and equipment training will contain: (i) Proper operation, cleaning, and sanitizing of all equipment; (ii) The inherent dangers of each piece of equipment; (iii) Symptoms of equipment malfunction; and (iv) Staff responsibility to immediately report all hazards, malfunctioning equipment, or unsafe conditions to their supervisors. The Kitchen shall be managed by an individual who is certified by ServSafe.

4. The Vendor shall submit documentation of employee training as part of its monthly report to the OPSO. Said training reports shall be submitted within ten (10) business days of completion of training by the employee.

3.03.10 Inmate Workers

The OPSO will make available to Vendor, a pool of up to 50 inmates per 24 hour period to assist the Vendor. All inmates made available shall have a work assignment, unless the Vendor rejects an inmate as provided under paragraph 2 of this Section. The Vendor must provide adequate staffing to supervise and ensure delivery of ordered inmate meals. OPSO through its third party medical provider shall assure that all inmate workers assigned to the food service area are medically screened and acceptable to work in food service.

1. The Vendor shall compensate the OPSO inmate workers at a rate of between \$3.00 and \$4.00 per shift of work. An inmate worker shall not work more than twelve hours per day.
2. Vendor may elect to assign any and all such inmates to food services operations.
 - a. In the event that a group of inmates or an inmate is rejected, that group or individual will not count against the daily inmate labor pool.
 - b. Only accepted inmates, who actually work will be counted against the daily inmate labor pool.
3. In the event Vendor elects to utilize inmates to assist in providing services under this Contract, Vendor shall be fully responsible for training and supervision of all assigned inmates in the performance of the assigned task. Said training shall include instruction as follows:
 - a. Food preparation and handling procedures;
 - b. Sanitation and proper grooming;
 - c. Energy conservation methods;
 - d. Recycling;
 - e. Handling waste and properly recycling non-waste materials during the preparation and service of meals;
 - f. Proper conduct and following rules; and
 - g. Any other area the Vendor deems necessary for the performance of this contract.
4. The assigned tasks shall be consistent with the Support Service Post Descriptions for inmate workers included in the Vendor's Proposal, and as described in the preceding paragraph, and may be updated from time to time.
5. Vendor shall provide a daily inmate worker assignment schedule for each shift.

6. Vendor shall cooperate, provide input and participate with the OPSO in the design and implementation of a Food Service Training program for inmate workers.
 - a. Prior to the commencement of operations under this Contract, Vendor shall identify food service training curricula for inmates that it utilizes at similar locations and which meets ACA standards.
7. Vendor shall indemnify and hold harmless, the OPSO, its officials, deputies, employees and agents from and against all liability for loss, costs, damages, injuries and claims which may in any way arise or result from the Vendor's use of inmates in the food service operation at OPSO, whether or not such liability is attributable to any act of negligence by the Vendor, its officers, employees, agents, consultants, Sub-vendors, vendors, owners or shareholders.
 - a. The indemnities herein provided for are in addition to all other indemnities provided for by these contract documents.
8. Emergency Plan- The Vendor shall submit a contingency emergency plan to provide meal service in the event of a Force Majeure (hereinafter defined) within 60 days after commencement of operations. In the event of Force Majeure, OPSO shall assist the Vendor in permitting reasonable variations in the Vendor's menu cycle and service methods. However, the Vendor shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by OPSO. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, act of terrorism, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

3.03.11 Support Services

Vendor shall provide all support services necessary to assure compliance with the terms, conditions and specifications of the Agreement, except for term(s) where the OPSO opts to assume responsibility for the term. Such services shall include, but not be limited to dietitians, management consultants, sanitarians and training personnel for Vendor's employees.

3.03.12 Meal Preparation

Vendor shall prepare all meals on site unless agreed to by OPSO and in accordance with approved contingency plans. In no case shall the Vendor serve meals which fail to conform to the specified guidelines and standards for food quality and preparation in Section 3.03.4 (Meal Patterns).

3.03.13 Equipment

The OPSO will furnish to Vendor existing OPSO-owned inventory of equipment in the OPSO Kitchen/Warehouse for use by Vendor during the term of this agreement. All such equipment shall remain the property of the OPSO.

1. The Vendor and the OPSO shall jointly conduct an initial inventory of the equipment provided by the OPSO, assessing both the quantity and condition of such equipment, as well as any serial and/or model numbers.
 - a. Unless otherwise expressly noted, it shall be presumed that the Vendor accepts the equipment as initially inventoried, as in good working order, and sufficient for the purpose of performing this agreement.
2. Vendor shall be responsible for maintaining records of all equipment including additions, replacements and removal from the initial inventory.
 - a. Equipment records shall include sufficient information to document the following: the date equipment was placed in service, the date equipment malfunctioned or was damaged, the date the equipment was repaired or received preventative maintenance, a description of the equipment including manufacturer identification number, OPSO identification number, manufacturer, make and model of equipment, description of malfunction or damage, description of repair or preventative maintenance based upon manufacturer's recommended standard, name of company making repair or providing preventative maintenance, use life, schedule of preventative maintenance.
 - b. Upon the acceptance of Vendor's proposal by OPSO, copies of all repair and maintenance logs shall be forwarded to the Plant Control Department on a monthly basis by the 15th of each month.
3. The Vendor shall be responsible for maintaining all such equipment, unless the OPSO opts to assume responsibility for maintaining all such equipment, and for repairs and maintenance pursuant to this Section 3.03.13 and Section 3.03.14 of this contract.
 - a. In the event that the OPSO opts to maintain said equipment, the cost for maintenance and repair shall not be considered part of the Cost per Meal, and shall not be included in the Vendor's calculation or billing for the Cost per Meal.
4. At the end of the contract term, or on termination, Vendor shall return all equipment in good condition.
 - a. Vendor and OPSO shall jointly conduct a closing inventory, documenting additions and deletions from the initial inventory and condition of equipment.
5. At the start of the new contract period, an inventory of food service equipment will be conducted with the new Vendor, a manufacturer's representative, and the OPSO.

6. The reporting required for this section shall be maintained through the Food Service Management Cost Accounting System provided for in Section 3.03.6 (Technology).

3.03.14 Maintenance of Facilities and Equipment

1. The OPSO will furnish repairs to the OPSO Kitchen/Warehouse building structure, including roof, ceilings, walls, floors, docks, exterior surfaces, plumbing and sewers behind floor or walls, elevators and general fire protection systems, electrical systems, security monitoring systems and all other structural components of the buildings.
 - a. Repairs due to negligence or abuse by the Vendor's employees or inmate workers due to inadequate supervision or training will be charged to the Vendor.
 - b. The Vendor shall define and document the need for building repairs by initiating a work order through the OPSO's established procedures.
 - c. It is expected that the time frame will be geared toward the particular type of facility problem, so the time frame can range from within a work shift to thirty (30) days.
 - d. The point of contact will be designated by the OPSO.
2. Unless the OPSO opts to do otherwise, the Vendor shall provide and assume at its expense, competent preventative maintenance and repair of all kitchen equipment (including but not limited to exhaust systems, hoods, kitchen fire protection equipment, kettles, ovens, dishwashers, food service carts, conveyor equipment and fork lift trucks), the maintenance and repair of food carts, and the maintenance and repair of all electrical, heating and refrigeration units including the compressors which are used to service the OPSO Kitchen/Warehouse and service kitchens, and within the preparation, service, receiving and storage areas.
 - a. The Vendor shall provide general maintenance to all dietary areas occupied and used by the Vendor, including the elevators and the elevator pits.
 - b. General Maintenance Work Orders- Vendor shall notify OPSO of any issues as it relates to maintenance of kitchen equipment. Upon receipt of notification, OPSO will enter all work orders through the facility maintenance system. A maintenance technician is permanently assigned to the kitchen for repairs of equipment.
3. The Vendor and the OPSO shall jointly conduct a complete inventory of all OPSO-owned equipment used by the Vendor.
 - a. This inventory shall be completed semi-annually, not later than June 30 and December 31 for each year of the contract. As part of this inventory, an assessment of the condition and expected useful life of the each item will be made.
 - b. The Vendor will be liable for the replacement and installation costs for all unaccounted pieces of equipment.

4. If the Vendor deems necessary, Vendor may purchase additional equipment to aid in the increased efficiency and delivery of contract services.
 - a. Equipment purchased by the Vendor must be added to inventory and designated as “Vendor Owned” on all inventory reports.
 - b. Said equipment will remain the responsibility and ownership of the Vendor at the end of the contract term.
5. In the event that provided meals or meal service are affected by late or non-performance of Section 3.03.14 (Maintenance of Facilities and Equipment) by the Vendor, the Vendor shall be charged for any or all of a., b., or c. below:
 - a. The actual cost of the maintenance or repair of the damaged equipment; and
 - b. The actual cost of those meals affected on the first day of the late or non-performance of Section 3.03.14 (Maintenance of Facilities and Equipment), and
 - c. An additional penalty of 10% of the cost of meals affected on the second day of the late or non-performance of Section 3.03.14 (Maintenance of Facilities and Equipment).
6. The amounts charged for 5. a., b., and c. above shall be deducted from the same monthly bill in which the late or non-performance of the maintenance of the facilities and equipment occurred or the affected meals were ordered.

3.03.15 Replacement Equipment

The OPSO shall be responsible for the replacement of all OPSO equipment that has been properly maintained.

- a. On a quarterly basis, the Vendor shall report on the status and condition of the equipment to the OPSO. Such report shall state with specificity, the Vendor’s recommendations for equipment, additions and replacement.
- b. The Vendor shall use its knowledge and judgment to anticipate the need for equipment and the timing of Vendor’s recommendation for procurement.
- c. Vendor shall consider a minimum of a six (6) month OPSO procurement process.
- d. A requisition for procurement of such equipment may be submitted to the OPSO.

3.03.16 Supplies, Small Wares and Commodities

1. Unless the OPSO opts to do so, the Vendor shall provide all supplies and small wares used in performance of this Agreement, including, without limitation, disposable eating utensils for each meal except authorized sack lunches, serving utensils, pots and pans, paper products, including napkins, plastic wrapping materials, disposable products, chemicals, and service ware items such as trays.

- a. Only supplies that comply with OPSO-recycling and environmental ordinances shall be used. Unless the OPSO opts to provide said supplies and small wares, the Vendor shall purge and replace all damaged small ware items as necessary.
 - b. The Vendor shall provide all commodities, including foodstuffs, dry goods, canned foods, frozen foods, cereal, spices and the like; and shall draw all commodities in a first in, first out basis (FIFO).
 - (1) The Vendor shall use no food supplies that are expired or past the use-by or best by code date.
 - (2) To ensure proper stock rotation, all non-perishable food items will be marked with the color identifying the quarter it was received. The following colors will be used to mark all food stores:
 - a. First Quarter will be marked with Red.
 - b. Second Quarter will be marked with Blue.
 - c. Third Quarter will be marked with Green.
 - d. Fourth Quarter will be marked with Yellow.
2. All milk shall be supplied in individual cartons of eight (8) ounces each and fruit drinks shall be supplied in individual disposable, plastic bottles or cartons of eight (8) ounces each and fruit juices in individual disposable cartons of four (4) ounces each.
 3. Vendor shall be presumed to be the owner of all supplies, small wares and food inventories used for this contract, unless the OPSO opts to provide same for performance of this agreement. In the event that the OPSO opts to provide supplies and small wares, the cost for said supplies and small wares shall be removed from the Cost Per Meal by the Vendor and the cost for said supplies and small wares shall not be included in the calculation for the Cost Per Meal nor be submitted in the billing for the Cost Per Meal.
 4. Vendor shall be required to review the specifications and utilization of such supplies with the OPSO to obtain approval before such supplies may be employed at the OPSO.

3.03.17 Federal Surplus Food Program (U.S. Department of Agriculture Regulations)

During the term of the contract, the OPSO may qualify to receive Surplus Commodities from the U.S. Department of Agriculture (USDA). There is no guarantee what, if any, commodities will be available during the life of this contract.

1. Federal regulations may permit a Vendor's use of Surplus Commodities in providing food service in local parish jails. However, the Vendor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with USDA rules and regulations; specifically:
 - a. Vendor agrees that any USDA commodities received on behalf of OPSO shall only benefit OPSO and shall be utilized only in the performance of this

contract. A credit, on the cost per meal, if appropriate, will be made to OPSO.

- b. Vendor shall maintain all financial and supporting documents, statistical records, and any other records pertinent to the use of the USDA surplus commodities program. The records and documents shall be maintained for a minimum of three (3) years and ninety (90) days after the termination of this contract.
 - c. Vendor agrees that if any litigation, claim or audit involving these records begins before the three (3) year period expires, the vendor shall keep the records and documents for not less than three (3) years and ninety (90) days or until litigation claims or findings are resolved, whichever is later. The case is considered resolved when there is a final order issued in litigation, or a written settlement agreement is entered into and approved as required.
 - d. Vendor shall maintain records of non-expendable property acquired under this contract for three (3) years after final disposition of the property.
 - e. All Surplus Commodity records shall be made available to representatives of the OPSO at any reasonable time and place for inspection and audit. Failure to comply with the provisions set forth above shall be cause for termination of contract.
2. Proposers are to submit their Proposals without regard to availability of Surplus Commodity or foods.

3.03.18 Uniforms and Protective Clothing

1. The Vendor shall submit a detailed description of the uniforms proposed to be worn by on-site Vendor employees.
 - a. Employee uniforms shall not be similar to any color of inmate uniforms. All Vendor employee uniform costs shall be borne by the Vendor.
2. The OPSO shall provide food service inmate or civilian worker uniforms.
 - a. Unless the OPSO opts otherwise, the Vendor shall provide laundry for the uniforms to ensure clean uniforms on a daily basis for inmate workers. In the event that the OPSO provides uniform laundry service, it may not be considered part of the Cost per Meal by the Vendor.
3. The OPSO shall provide inmate or staff workers with hair net/hats, beard guards, plastic/cloth aprons, plastic gloves, rubber gloves and rubber boots for tray washing.
4. No employee or inmate uniforms or other items listed in this section may be considered part of the Cost per Meal.

3.03.19 Facilities

1. The OPSO shall provide the Vendor with access to the OPSO Kitchen/Warehouse storage facilities, including sanitary toilet and locker room facilities for use by food service employees. The Vendor shall use such facilities in the performance and delivery of food services.
 - a. The Vendor shall adhere to all safety and security rules imposed by the OPSO for the use of these rooms.
2. The OPSO will be responsible for maintaining all drains in the kitchen areas. The Vendor is responsible for properly handling pre-cleaning of food trays, etc., to ensure the drains stay clean and free of debris.
3. The OPSO Facilities Maintenance Department will be responsible for all other structural plumbing matters, unless there is damage to plumbing systems caused by Vendor neglect.
4. The OPSO shall provide proper preventative maintenance and repair of the elevators and elevator pits.
5. The Vendor may, in furtherance of its obligations under the Agreement, utilize preparation and storage facilities located outside the OPSO on an emergency basis with the prior approval of the OPSO, pursuant to Contingency Plans.
 - a. The OPSO facilities made available to the Vendor under the Agreement may not be used in connection with operations unrelated to the Agreement, unless agreed to by OPSO.

3.03.20 Environmental Control

The Vendor shall submit a proposal for environmental control of the food services facilities and equipment required for performance of the Agreement, which shall include Sanitation, Recycling and Waste Management, and Energy Conservation, as specified below:

A. Sanitation

1. Vendor shall be responsible for cleaning and housekeeping in the food preparation, OPSO Kitchen/Warehouse and staff dining room, washroom and locker-rooms, service and storage areas, elevators and elevator pits, and will keep such areas in a clean and sanitary condition, and in conformity with all applicable federal, state and local regulations and requirements.
 - a. The Vendor shall develop and implement a cleaning program/schedule. This program/schedule will be submitted to the Food Service Manager for weekly review and approval. Certification for Vendor's employees and joint training for designated OPSO staff and in-service training for inmate or civilian worker will be conducted on a quarterly basis.
 - b. All cleaning, janitorial and housekeeping material must comply with OPSO rules, regulations and standards, Orleans Parish Municipal Ordinances, State of Louisiana and Federal EPA and food service laws and regulations.

- c. The Vendor shall require supervisory employees on all shifts to hold State of Louisiana Food Service Sanitation Certification pursuant to Public Health-Sanitary Section of the Louisiana Administrative Code, Title 51:305 (formerly 23:002-2).
 - d. The Vendor shall establish hazardous chemical logs and comply with all applicable OPSO rules, regulations and standards concerning the use, storage and handling of hazardous substances.
 2. The Vendor agrees to submit to inspection by the OPSO, by the City of New Orleans Health Department, Federal Monitors, Louisiana Department of Public Health and other similar agencies upon the request of the OPSO. Vendor will be required to sign-off on a weekly check list that attests to the sanitation conditions at OPSO owned facilities.
 3. A penalty shall be charged to the Vendor for its non-performance of this Section 3/03/20 (Sanitation), which will hold the Vendor liable for all actual costs that the OPSO incurs for undertaking any duties within twenty four (24) hours of Vendor non-performance of any prescribed duty herein.
 - a. The Vendor shall be required to pay all of the actual costs that the OPSO incurs for undertaking any duties required under this section.
 - b. The Vendor shall also be required to pay an additional non-performance penalty in the amount of ten (10) percent of all of the actual costs for non-performance of the required tasks.
 - c. The said actual costs incurred by the OPSO and/or additional non-performance penalty amounts shall be deducted from the Vendor's billing of the month in which the said costs or penalty amounts occurred.

B. Recycling and Waste Management

1. Consistent with federal, State of Louisiana and OPSO standards, the Vendor shall recycle and utilize fibrous (paper and cardboard), plastic, metal and other materials that are recyclable, including food waste.
2. The Vendor shall be responsible for proper removal of trash and garbage from the facilities to receptacles located adjacent to the OPSO Kitchen/Warehouse; this includes providing at Vendor's expense, utilizing and installing a paper recycling apparatus.
 - a. The Vendor shall be responsible for maintenance and supplies to operate the aforementioned apparatus.
 - b. The Vendor shall provide recycling bins for pre-sorting recyclables, including but not limited to paper, plastic and aluminum.
 - c. The recycling apparatus is provided for the exclusive use of the Vendor for food service related commodities.

- d. The Vendor shall process all food service-related commodities in a manner consistent with recycling industry standards.
 - e. Recyclable materials must be processed consistent with recycling industry standards, *i.e.* cardboard broken down and baled, paper products baled, cans and plastic containers washed and crushed separately.
3. The OPSO will thereafter have responsibility for disposal and will claim any and all revenue resulting from recycling. The Vendor's Food Service Director shall participate in weekly facility inspections with the OPSO.
 - a. The Vendor shall be responsible to provide all garbage containers/bins. All bins must have lids and be kept on containers/bins at all times. Vendor will remove garbage whenever container/bins are full, at the end of a meal period or at the end of the day. All containers/bins must be kept clean at all times.

C. Energy Conservation

1. The Vendor's work force shall perform services in such a manner as to conserve electricity, gas, water and steam.
2. It will be the Vendor's responsibility to notify the OPSO Engineer-on-duty when an area is vacated, so that lights and ventilation can be shut down.
3. As part of the scope of operations under the Agreement, the Vendor shall structure and implement an energy conservation plan meeting all existing legal guidelines.

3.03.21 Pest Control Services

1. The Vendor, unless the OPSO opts otherwise, must develop and maintain an effective program for extermination and control of vermin and rodents, which includes pest control services to be performed on a weekly basis for the entire OPSO Kitchen/Warehouse area including staff dining room and elevator pits and any and all food service and dining areas.
2. The Vendor must coordinate its pest control program with the vermin control programs conducted by the OPSO's third party vendor Services.
 - a. In the event that the OPSO opts to provide pest control services, the cost for pest control services shall not be included in the Cost Per Meal and the cost for pest control services shall not be included in the calculation of the Cost Per Meal or the billing of the Cost per Meal.

3.03.22 Health Requirements

Vendor shall at Vendor's cost provide evidence to OPSO's satisfaction of medical screening for all of Vendor's employees, Sub-vendors, agents and representatives prior to their assignment, and all such employees, Sub-vendors, agents and representatives shall be in satisfactory health, free of disease as required in accordance with proper food handling and public health standards, and shall be free of open infected wounds.

3.03.23 Contingency Planning

Each Proposer shall submit with the RFP proposal a Contingency Plan for providing service in the event of lockdowns, strikes by Vendor's employees, riots, fire, power failure or other catastrophic events that may curtail or impact on the normal operation of the detention facility. Contingency Plans shall include the Vendor's plans for providing uninterrupted food services including, but not limited to, designation of offsite locations for food preparation where necessary; alternative staffing plans; and any other proposals where necessary; alternative staffing plans; and any other proposals to demonstrate Vendor's capability of responding to catastrophic occurrences. The Contingency Plan shall outline the Vendor's plan of action, listing (when appropriate) names, phone numbers and addresses of contacts.

3.03.24 Security

1. In light of the security responsibility of the OPSO, the OPSO reserves the right to observe Vendor's operations, inspect Vendor's facilities, and question Vendor's personnel.
 - a. Vendor agrees to abide by all OPSO rules and regulations, procedures and General Orders, as well as any directives by OPSO regarding Vendor's performance under these contract documents.
2. The OPSO shall be responsible for security both within and outside the OPSO Kitchen/Warehouse facility and shall be entitled to remove any or all inmate(s) at any time from the kitchen or food service assignment, if in his discretion the inmate(s) presence poses or creates a security risk.
 - a. The OPSO shall be entitled to restrict inmate access to any location within OPSO Kitchen/Warehouse.
3. The Vendor shall have written policies identifying security implementation issues, and shall promptly notify the designated OPSO staff of any security problems or any supervision issues having a potential impact upon security.
4. The OPSO shall provide copies to the Vendor of all applicable security policies and shall expect compliance with all related requirements, and shall require all Vendor employees to participate in New Civilian Training (Section 3.03.9).
5. All employees shall be thoroughly screened by the Vendor and shall have passed a criminal background check satisfactory to the OPSO before commencing work at the OPSO. This is due to their potential contact with inmates and staff, and other matters relating to security at the OPSO facilities.
6. All of the Vendor's employees, who are or will be assigned to work at the OPSO shall be drug tested prior to security clearance from the OPSO and further subject to random drug testing by the OPSO or Vendor.

3.03.25 Criminal Background Check

The OPSO reserves the absolute right to process a criminal records check on the Vendor's employees, Sub-Vendors, agents and representatives and to disqualify any person from participating in this Contract if found unsatisfactory. Vendor shall provide all requested identifying information about new and/or existing employees, Sub-vendors, agents and representatives as may be required by the OPSO as a condition of acceptance for a specific employee.

3.03.26 Key Control

OPSO shall have control of all perimeter keys, locks and security. The Vendor shall have keys and access to those areas where foods are stored and processed. It is the OPSO's intent that the Vendor have control of and access to the OPSO Kitchen/Warehouse, except for matters related to security, fire protection and building repair; in these specific instances, the OPSO shall have absolute control. Cost for replacement of lost keys and other costs related directly to security costs stemming from lost keys by the Vendor employees will be borne solely by the Vendor.

3.03.27 Delivery to Premises

The Vendor's Proposal shall provide that all foodstuffs, goods and other materials deliverable to the OPSO shall be shipped to the "Orleans Parish Sheriff's Office, 3000 Perdido Street, New Orleans, Louisiana 70119." and marked "OPSO Kitchen/Warehouse."

1. To the extent possible, the Vendor shall pre-notify the OPSO Security Staff of all deliveries in accordance with directives issued from time to time.
 - a. The OPSO Security Staff may inspect such deliveries with respect to quantities, quality, weights, composition or any other matter relevant in the estimation of the OPSO Security Staff or the OPSO.
 - b. All such deliveries shall be subject to certification and inspection by assigned OPSO personnel.
2. The Vendor will be required to use only plastic pallets at the OPSO.
 - a. The OPSO will only allow deliveries to be received on wooden pallets and then immediately transferred to plastic pallets in the receiving area. The wooden pallets must be removed from the facility immediately.
 - b. The Vendor shall be responsible to ensure that foodstuffs, goods and materials be delivered in clean, intact containers.
 - c. The Vendor and OPSO shall reject items that do not meet with the above specifications.
3. The Vendor shall be solely responsible for ensuring that all items provided under the contract, *e.g.*, foodstuffs, goods, and other materials that are delivered to the OPSO are of the correct quantities, weights, quality and temperature at point of receipt.

3.03.28 Costs

A. Items Included in Cost Per Meal

“Cost per meal” shall be considered to include civilian labor; management; support services; supervision; profit and overhead; kitchen janitorial services, and any and all taxes due or to become due on Vendor’s purchases or rentals; inventory control systems; security investigations; costs associated with employee labor relations; and any other Vendor costs necessary to perform the services of this Agreement.

B. Optional Items Included in Cost Per Meal

Where the OPSO opts to provide any of the following items or services, said, items or services shall not be included in the Cost per meal: supplies, disposal supplies; small wares; food stuffs; equipment, equipment maintenance and repair; shall be considered to include civilian labor; management; support services; supervision; profit and overhead; food stuffs; Cost per meal may exclude the following items, at the option of the OPSO: kitchen sanitation and janitorial services, supplies and equipment; eco-friendly packaging and disposable trays, supplies; small wares; equipment maintenance and repair; pest control; and information technology hardware and software.

C. Items Excluded from Cost Per Meal

The OPSO shall solely provide the following items, which shall **not** be included in the Cost per meal: the cost to purchase or supply stationary capital equipment, *i.e.*, machinery, refrigeration units, meat slicer, stoves, kettles, except for Vendor-owned specialty equipment, the cost of labor to deliver meals to inmates; the cost of building repairs; the cost or perimeter security; the cost to purchase food trays or distribution equipment costs, *i.e.*, food delivery carts, all of which shall be borne by the OPSO.

1. Specialized Equipment: To the extent that specialized equipment not provided by OPSO is deemed by Vendor to be desirable; such equipment may be purchased by Vendor for performance of this contract, at no cost to OPSO. Such equipment shall be plainly identified to OPSO as Vendor-owned equipment and shall remain the property of Vendor at the conclusion or termination of this Agreement. No such equipment will be recognized by OPSO as Vendor’s property unless the equipment is identified in writing to the OPSO at the time the equipment is brought on site, by description, *i.e.* make, model description and serial number).

3.03.29 Annual Price Adjustment

The cost per meal shall remain firm for twelve (12) months or one (1) year following the award of the contract. Thereafter, either the Vendor or the OPSO shall be entitled to request an annual price adjustment which shall be calculated in the manner provided for in this section. The request for a price adjustment by the Vendor shall first be submitted to the OPSO for consideration within sixty (60) days after the contract anniversary date of each year of the contract’s term. In the event that the OPSO concurs with the price adjustment, it shall then be forwarded to the OPSO Purchasing Department for final approval. The OPSO shall notify the Vendor of its request for price adjustment within the same time period.

Price adjustment shall be based upon the Index for Food Away from Home, for all Urban Consumers for United States City Average, of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics.

Price increase or decrease will be determined by dividing the current index for a contract anniversary month by the same prior year and month's index. All calculations will be carried to three (3) places only, with no rounding off to the next digit. An increase shall not exceed five percent (5%) annually from one adjustment period to the next.

EXAMPLE:

0.96 Current Meal Price

221.319 Current Index (anniversary month)

211.07 Last Year Month Index

PERCENTAGE INCREASE: 1.048

The Vendor shall not submit any penalty costs charged as a result of non-performance of the contract as part of its computation for costs per meal nor for any other form of payment from the OPSO.

3.03.30 Payment

Payment to the Vendor will be made in arrears, within sixty (60) days after the close of each calendar month during the term of the Agreement. The sixty (60) days begins from the point that invoices are deemed acceptable and correct by the OPSO. The Vendor shall prepare invoices on OPSO Form and shall submit them to the OPSO with a certified statement of meals served as herein provided (including, but not limited to, breakfast meals, lunch meals, dinner meals, sack lunches, and any special inmate support services that were ordered by the OPSO) on a daily basis for the calendar month in question. Invoices shall be submitted within five (5) business days after the close of each calendar month.

There will be one point of contact for certification of meal served weekly for the OPSO. This point of contact will be identified after the award of the new contract and will be incorporated into the Food Service Management Cost Accounting System.

The Vendor's certified statements shall be in a form acceptable to the OPSO, including but not limited to a format that is part of a computerized Food Service Management Cost Accounting System, as required under Section 3.03.6 (Technology) and is compatible with the current or future jail management information system utilized by the OPSO, and shall reflect the exact number of meals prepared, the exact number of meals served, the cost of each meal, any extraordinary costs incurred, such as equipment repair, unplanned use of small wares, any cost savings as a result of food substitutions, spot buying or recycling, and categorized as follows:

- Actual number of OPSO, DRC, WMTWRP, regular inmate breakfast meals served
- Actual number of OPSO, IPC, DRC regular inmate bag lunch meals served
- Actual number of OPSO, WMTWRP regular inmate lunch meals served
- Actual number of OPSO, WMTWRP regular inmate dinner meals served
- Actual number of inmate therapeutic/religious diet meals served

3.03.31 Optional non-OPSO Mandated Meal Service (Meal Selection and Pricing)

The Vendor may propose an optional group of menu items, meal ordering, preparation and delivery plan, and pricing for non-OPSO mandated meals that shall be determined jointly by the OPSO and the Vendor.

1. Meal item suggestions may be offered by either party.
2. Items can be added or dropped only with the approval of the OPSO.
3. Any item maybe rejected for security reasons; and as a result, all products containing glass, metal or alcohol or requiring additional cooking or heating are prohibited.
4. Individual inmates may order only one non-OPSO mandated meal per week. However, the OPSO reserves the right to increase or decrease the number of meals that may be ordered upon mutual agreement with the Vendor.
5. Inmates may not order non-OPSO mandated meals that are inconsistent with medically prescribed Therapeutic Meals, declared religious practices, or if they are prohibited from ordering for security or disciplinary reasons.
6. All prices listed on the menu will include tax.
 - a. Inmates will be charged all applicable Federal, State and Local Taxes. Vendor can choose how to identify taxes to inmates.
7. The Vendor's proposed pricing will be firm for a period of twelve (12) months from the contract dated.
8. Price increases thereafter without a reasonable explanation are prohibited. (Supplier increases would be an example of a reasonable explanation.)
9. All menu items shall be priced competitively; consistent with comparable non-correctional retailers.

3.03.32 Commission Return for Optional non-OPSO Mandated Meal Service

In the event that the Vendor submits the Optional Non-OPSO Mandated Meals System proposal (as stated in Section 3.03.31), the Vendor's shall also propose a commission return for commissionable sales as described below:

1. Food Service sales for Non-OPSO Provided Meals and commissions will be paid for on a bi-monthly basis.
2. A reasonable estimate of annual sales may be used to determine monthly commissions with actual sales and commissions computed at least yearly.
3. Commissionable sales shall be construed as all moneys received from the sales of non-OPSO mandated meals, less any refunds, allowances, or adjustments for returns, and applicable sale taxes.
4. Final decisions on any disputes shall be made by the OPSO.

5. Inmates shall be charged all applicable Federal, State and Orleans Parish Municipal taxes.
 - a. The Vendor can choose how to identify taxes to inmates. Vendor is responsible for remitting all applicable Federal, State and Local taxes.
6. Vendor shall provide a monthly sales report to the OPSO no later than the 15th of each month.
 - a. The monthly sales report must include the following information: (i) commissionable sales (ii) adjustments for credits and refunds; (iii) a cumulative total of commissionable sales and commissions paid to the OPSO.

3.03.33 Quality Control Plan

The Vendor shall establish and maintain a quality control plan to assure the requirements of the contract are met. An updated copy must be submitted to the OPSO two (2) weeks prior to the start of service and as changes occurs. The original plan and any future amendments shall include, but not be limited to the following:

- a. An inspection system covering all of the services required by this Agreement.
- b. The methods of identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable; especially meal service.
- c. A file of all inspections conducted by the Vendor and, when necessary, the corrective action taken.
 - i. This documentation shall be available as requested by the OPSO during the term of the Contract.
- d. Random temperature checks of food on the line will be taken and a record kept.

3.03.34 Inspection of Services

1. All services performed, and all materials, supplies and equipment furnished or utilized in the performance of services, and all workmanship in the performance of services, shall be performed in a quality and workmanlike manner and shall be subject to inspection and test by the OPSO at any time during the performance of the Contract.
 - a. The Vendor shall provide full cooperation with any inspector directed by the OPSO to determine the Vendor's conformity with these specifications and the adequacy of the services agreed to. All inspections by the OPSO shall be made in such a manner as not to interfere unduly with or delay the work.

2. Inspections by the OPSO may include inspection by the State of Louisiana, or City of New Orleans, Department of Public Health, Federal Monitors or any other agency or party authorized or directed by OPSO to inspect the facility.
3. At the end of each quarter during the term of the Agreement (or more frequently if deemed necessary by the OPSO), the OPSO shall designate representatives to function as a formal inspection and evaluation team. The first team will be designated within thirty (30) days of the contract award.
4. This team shall evaluate food portion sizes, food temperature and compliance with health and safety issues.
 - a. This inspection will include a daily and weekly signed check-off list by the Vendor's Food Services Director of completed cleaning/sanitation, equipment maintenance and facility maintenance performed.
 - i. The team shall also meet with inmates to review their needs and concerns regarding food services as part of this evaluation. A report will then be prepared by the OPSO and forwarded to the Vendor for implementation.
 1. Additional inspections (scheduled or unscheduled) may be conducted by the OPSO or any persons authorized by the OPSO or the OPSO at any time during the term of the Agreement. All findings submitted to the Vendor shall be responded to in writing.
5. Scheduled Report Submission. The following reports are required to be transmitted in electronic format via OPSO email system from the Vendor to the OPSO and his or her inspection and evaluation team:
 - a. Master Menus must be received within thirty (30) days of the award of this contract and annually thereafter upon the anniversary date of the contract award date.
 - b. Monthly Reports - Usage Report Summary will be transmitted by the 10th of each month.
 - c. Staff Roster. A complete roster of all employees names and addresses shall be kept in the Vendor's site office and shall be updated and submitted electronically each month sent with the monthly report package to the OPSO for his records due by the 1st of each month, listing both filled and vacant positions, staff names for all filled positions, and date entered on duty in current position.
 - d. Standard Operating Procedures.
 - e. Food Service Staff Meeting Minutes. Portions of those minutes of each meeting that concerns enforcement of OPSO policies, rules,

regulations and terms of this agreement will be forwarded to the OPSO in the monthly report.

- f. Staff work schedules and staff assignment and any changes to staff work schedules or assignments will be derived and posted in accordance with this Agreement and any applicable laws.
- g. Staff Training. A report of completed training and issued certificates will be submitted by the Vendor to the OPSO by the 10 of day of the quarter (January, March, June and September)
- h. Inmate Training/Initial Job Orientation Training. Each inmate assigned to work in Food Service will receive initial job orientation training, which shall include equipment training, and a report of completed training and issued certificates will be submitted by the Vendor to the OPSO by the 10 of each month.
- i. Daily and Weekly Cleaning Schedules. Cleaning schedules shall be developed by the Vendor listing cleaning of areas and equipment in the OPSO Kitchen/Warehouse, storage areas, elevator and dock areas that are required to maintain high levels of sanitation. Daily and weekly cleaning schedules will be developed with consideration of fair and equitable distribution of all shift responsibilities. Cleaning schedules will list the specific cleaning assignment, day, and shift during which the work will be completed. Temporary modifications to the cleaning schedule may only be made with the OPSO's written concurrence. OPSO reserves the right to conduct daily inspections of the kitchen/warehouse area and assure that all cleaning schedules are properly followed. OPSO may provide written notice to Vendor of any cleaning violations. The cleaning violation(s) shall be rectified immediately upon Vendor's receipt of notice.

3.03.35 Additional Vendor Requirements

a.) The Vendor shall be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. Cleaning and disinfection shall include but is not limited to dishes and utensils, food preparation and storage areas, vehicles, containers utilized to transport food, floors, walls, lights, trash room, any and all equipment, ventilation hoods, prep tables, refrigerators, ovens, cooking equipment, transport equipment, staff and inmate toilets and hand sinks, dry storage areas in the kitchen warehouse, and retherm units.

b.) Recordation of Temperature- The Vendor shall check and record on a daily basis the temperatures in the refrigerators, coolers, walk-in refrigerators, the dishwasher water, and all other kitchen equipment with a temperature monitor, to ensure proper maintenance of food service equipment.

3.03.36 Transition of Commencement of Contract

The Vendor shall assume full operations on September 15, 2016. It is anticipated that the new contract will begin on September 15, 2016. This date will be dependent on the award

and execution of the new contract. The Vendor shall coordinate and cooperate with the OPSO and the existing Vendor to assure a smooth and orderly transition with uninterrupted food services. Immediately upon award of the contract, the Vendor shall name a Transition Manager who shall have responsibility for transition activities. Within ten (10) days of award of the contract, the Vendor shall submit a Transition Plan to the OPSO for approval.

The plan shall include but not be limited to details for conducting inventories of on-site OPSO- owned equipment, hiring and staffing, menu plans, and coordination activity with outgoing Vendor. The OPSO may request any additional information he determines is necessary to assure smooth operation of the facility. The OPSO may presume that all supplies and small wares stored on-site are owned by the current Vendor.

3.03.37 Transition and Continuity of Service on Expiration of Contract

Continuity of Service is critical to the OPSO. The successful vendor must recognize this fact and upon expiration of contract agree to:

1. Furnish phase-in training to a new vendor.
2. Exercise best efforts and cooperation for an orderly and efficient transition to a new vendor.
3. Negotiate in good faith a plan with the successor to determine the nature and extent of the phase-in, phase-out services required.
 - a. The plan shall specify a date for work described in the plan and shall be subject to the OPSO's approval. The current vendor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for in the contract are maintained at the required level of proficiency.

Upon expiration of this Contract, the current Vendor shall permit personnel to be hired by a new Vendor without penalty or charge to the OPSO, the employee or the new Vendor. The current Vendor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews with those employees. If selected employees are agreeable to the change, the current vendor shall release them at a mutually agreeable date and negotiate the transfer of their earned fringe benefits to the new Vendor.

The current Vendor may be the owner of all supplies, small wares, food inventories (with the exception of Federal surplus foods) used for this Agreement. Vendor shall be free to negotiate with the successor Vendor as to any terms and conditions for sale or transfer of ownership.

3.03.38 Warranty

The Vendor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Vendor gives to any customer for the same or substantially similar equipment, supplies or services that the rights and remedies so provided are in addition to and do not limit any rights afforded to the OPSO.

3.03.39 Insurance Requirements

I. General

The contractor shall, at his own expense, maintain and keep in force by full compliance with its terms, such insurance as may be necessary to protect him and/or OPSO from any liability or claims for personal injury or death, property damages, public and private and also such insurance as required under the Workman's Compensation laws of the State of Louisiana. Certificates of such insurance must be filed with OPSO before work is begun.

With the exception of Workman's Compensation, the Contractor shall purchase and maintain with a company or companies with a reliable rating (having at least an "A" or better financial rating and class 10 or better General Policy holders rating according to the latest A.M. Best Company report), acceptable to and approved by Owner, and authorized to do business in the State of Louisiana.

The necessary coverage to be furnished by the Contractor is as follows:

a.) Commercial General Liability (Including independent contractors):

Combined Single Limit: Bodily Injury and Property Damage
\$1,000,000.00 each occurrence
\$ 2,000,000.00 each aggregate

Such insurance shall also include:

Contractual Liability, insuring the indemnity agreements required by this document.

Personal Injury Liability Endorsement including libel, slander, etc. and removal of any exclusions and/or claims by employees of Contractor.

Policy to include OPSO as additional insured.

b.) Worker's Compensation and Employer's Liability:

Limit of Liability: Worker's Compensation: Statutory Employer's Liability:
\$500,000.00 each occurrence
\$500,000.00 policy limit
\$500,000.00 per employee

Policy to contain waiver of subrogation for OPSO.

c.) Business Automobile Liability (covering owned, hired, and non-owned vehicles):

Limit of Liability: Bodily Injury and Property Damage:
\$1,000,000.00 Combined Single Limit

Blanket Fidelity Bond:

Limit of Liability: \$250,000.00 per loss

Errors and Omission:

Professional Liability

Limit of Liability: \$250,000 each occurrence
 \$250,000 aggregate

All of the forgoing shall include endorsements whereby the Insurer agrees to amend the cancellation clause to sixty (60) days in lieu of any other cancellation clause printed in the standard policy and OPSO further requires a binder whereby OPSO will be notified of cancellation or non-renewal of coverage.

In the case of sublet, Contractor shall require subcontractors to provide similar insurance unless it is his intent that such insurance be afforded under his policies.

II. Performance Bond

The contractor shall furnish and pay for a Performance Bond in the amount of one-half of the annual cost of operations but not less than \$250,000.00 for the true and faithful performance of the Contract and payment in full of all subcontractors and persons performing labor, services, materials, machinery and fixtures.

3.03.41 Cost of Proposal

1. This RFP does not commit the OPSO to pay any costs incurred by any Proposer in preparation and/or submission of a Proposal or for procuring or contracting for the items to be furnished under the RFP.
2. Each Vendor shall be responsible for all costs incurred in preparing, responding to, or negotiating this RFP.
 - a. The Vendor agrees to bear all risks for loss, injury, or destruction of goods and materials (ordered or supplied as the result of the eventual contract) that might occur prior to delivery of the final product to the OPSO. Such loss, injury, or destruction shall not release the Vendor from any obligations under this RFP or any resulting contract.

3.04- Other Information

3.04.1 Evaluation Process

Below is a brief description of some of the steps that the Vendor anticipates completing in evaluating each response to the RFP.

3.04.1a Review "Features and Options"

The purpose is to verify that the Vendor is capable of meeting the OPSO's needs. Features and options are those functions and activities identified by the Vendor's technical and user representatives as functions that are to be addressed in the Vendor's proposal to ensure project success.

3.04.1b Review "Cost Proposal"

The purpose is to evaluate actual and/or potential costs to the OPSO associated with the Vendor's proposal.

3.04.1c Check Vendor References

The OPSO may contact other county operated jail/correctional facilities that have implemented the Vendor's proposed Food Service Management Services solution.

3.04.1d Identify Preferred Food Service Delivery Solution

The OPSO may identify a preferred Food Service Management solution based on the evaluation criteria (Section 3.04.6a-1); from which a final short-list of Vendors may be selected.

1. The short-list of Vendors will be afforded an opportunity to respond to OPSO questions and/or concerns that may have surfaced during the evaluation process.
2. The OPSO shall perform legal and purchasing personnel reviews of the software licenses and associated service contracts may be performed during this step.
3. The OPSO will retain the right to conduct on site visits to Vendor distribution centers as part of the evaluation process.

3.04.1e Perform Detailed Process Comparison

The OPSO shall evaluate each required function and use any key supporting documentation. The evaluation may assess the following but is not limited to matching the Proposed Food Service Management System with the OPSO's operational needs. The content of the response submitted by a Vendor is subject to verification. Misleading or inaccurate responses may result in disqualification.

3.04.1f Vendor On-site Visits

The OPSO's shall maintain the option to conduct a minimum of one on-site active OPSO visit for each Vendor.

3.04.2 Determine Vendor Short List

The OPSO shall confirm Vendor has met the OPSO's needs through an Initial Scoring of Vendor Responses and the Vendor Cost Proposal. The OPSO will conduct an initial Vendor financial review and review Vendor RFP Response.

3.04.3 Select Primary Vendor

The OPSO's selection of a Primary Vendor shall include an in-depth review of Vendor's RFP Response Review and Vendor submitted Documentation Review, specifically:

1. Conduct Vendor Contacts.
2. Conduct Verification of Response.
3. Conduct Site Visits.
4. In-depth Score of the Vendor Responses.
5. Final Review/Analysis of Vendor Costs.

3.04.4 Pre-selection & Award

The Vendor deemed to be most qualified and best suited among those submitting proposals will be selected on the basis of internally developed criteria using evaluation factors documented in Section 3.04.6a-1. Contract negotiations shall be conducted with the Vendor so selected. The award document shall be a contract incorporating by reference all the requirements, pricing spread sheets, terms and conditions and all other attachments of the solicitation and the Vendor's proposal response. The OPSO may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a reason.

3.04.5 Evaluation Committee

An Evaluation Committee will be chosen to evaluate each of the RFP responses submitted. The Evaluation Committee may consist of Orleans Parish Sheriff's Office personnel, members of the community, and any individual who has subject matter expertise in this area.

This RFP is specifically for correctional Food Service Management. The Evaluation Committee is not required to seek clarification of RFP responses. Therefore, the Vendors should be as clear as possible in responding to all specifications in this RFP. Vendors should submit RFP responses which demonstrate their proven ability to provide the goods and services as specifically required in the RFP. Vendors shall assume that every specification included in this RFP is a mandatory specification. Vendors shall not submit alternatives to the specifications described in this RFP unless specifically directed to do so.

RFP responses will be examined by the Evaluation Committee to ensure all mandatory information is included and that all specifications are responded to by the Vendor. RFP responses which do not meet these criteria will be disqualified without further consideration. Qualified RFP responses will then be thoroughly analyzed by the Evaluation Committee and points awarded based on the "Evaluation Criteria and Scoring" section of this RFP. As indicated in this RFP, some of the criteria may require demonstrations and tours, to complete the evaluation and scoring. Once all evaluations are completed and the scores are totaled, the Vendor whose compliant response received the highest total score will be recommended to the Sheriff.

A written notice of contract award will be sent to the Vendor awarded the contract, and a letter will be sent to each Vendor who is not awarded the contract. The OPSO reserves the right to amend the contract arising from the RFP response and, in particular, to mandate that the Vendor adapt to food service management and standards required by the U.S. Department of Justice *Jones v. Gusman* federal monitor(s) and the OPSO as well as new technological and process improvements (e.g. new Food Service Management Cost Accounting System). The right to amend applies for the term of this contract and any subsequent extensions.

3.04.6 Evaluation Criteria and Scoring (Maximum of 335 Total Points)

The Vendor's Proposal must include all of the qualifications set forth in Section 3.03. In the event of a duplicative reference, the higher standard shall be the required qualification.

3.04.6a Company History, Qualifications, and Experience (20 Points Total)

The Vendor shall provide information which demonstrates its' ability to provide and manage an operation the size of OPSO, based upon the Vendor's company background, history, and experience in providing correctional food service management. The information should include but is not limited to:

1. Whether or not the Vendor's primary line of business is correctional food service management.
2. Number of years the Vendor's company has been serving the correctional food service market.
3. Total number of employees dedicated exclusively to the correctional food service management component of the Vendor's business.
4. Number and total size of off-site inventory locations, if any, used by the Vendor's correctional food service management business to fulfill the terms of its proposal.
5. Total number of correctional food service menu items the Vendor offers.
6. Average daily cost of correctional food service inventory on hand.
7. Total number of inmates currently served by the Vendor's correctional food service management business.
8. The Vendor shall provide additional information and current experience in managing food service management operations at the state and local corrections level, including experience in and methods for providing non-mandated agency meals.
9. The Vendor shall provide a listing of its corporate structure. The Vendor shall identify any corporate employees who will be involved in the food service operations at the OPSO, their role/level of involvement, their correctional food service qualifications and experience, their availability to the OPSO, including regular number of contact hours with the OPSO, and whether or not their exclusive role with the Vendor's organization is correctional food service management.

3.04.6b Financial Qualifications (20 Points Total)

1. Audited Financial Statements - The Vendor shall provide the past three (3) years of audited financial statements.
2. Vendor References - The Vendor must provide a minimum of five (5) Vendor credit references. The credit references must be from companies or business that supply (Supplier) the Vendor with goods or services purchased and utilized in the correctional food service management Services portion of the Vendors' business. The

Suppliers references must include the vendor company name, contact name, address, phone and fax number and average monthly purchase amount.

3. Bank Reference - The Vendor must provide the bank's name, contact name, account number, address, phone number, and fax number for the primary banking institution which the Vendor use for the food service management portion of their business.

3.04.6c Customer References (30 Points Total)

The Vendor must submit current food service management contract customer references whose average daily population is a minimum of 2,000 inmates, or can demonstrate a capacity for growth in its service delivery to an institution with a minimum of 2,000 inmates. The submitted customer references must demonstrate its ability to provide and manage a full range of correctional food services. The Vendor must provide the address, phone and fax number, facility contact name, and average daily population for all correctional facilities that they reference to and/or include in their RFP response with a description of food services provided under each contract including details of 1) regular population and specialty menus, 2) meal packaging, 3) staffing plan and schedule, and 4) typical grievances and grievance responses.

3.04.6d Legal (20 Points Total)

1. Beginning with 2008 to the present, has the Vendor had a Food Service Management contract for services terminated for any reason? If so, provide full details related to the termination.
2. Beginning with 2008 to the present, describe any damages or penalties or anything of value resulting from the Vendor's or the Vendor's employees actions under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting contract. If so, indicate the court or forum that issued the decision or approved the settlement, the case citation, the date of the decision or settlement, the reason or basis for the penalty or settlement, and the estimated amount of the damage or settlement actually paid by the Vendor.
 - a. Description of damages
 - b. Reason for penalty
 - c. Amount of money damages
3. Beginning with 2008 to the present, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice, or activity.
 - a. Description
4. Beginning with 2008 to the present, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Vendor to perform the required services.

- a. List the year legal action began, the case number, the venue and the Vendor's name.
 - b. State whether the company or any owners, officers, or primary partners have ever been convicted of a felony.
 - c. Failure to disclose these matters may result in disqualification of the Vendor's RFP response or termination of any subsequent contract.
 - d. This is a continuing disclosure requirement. Any such matter commencing after submission of a proposal, and with respect to the successful Vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Vendor.
 - i. Pending litigation, etc.
 - ii. Year
 - iii. Case Number
 - iv. Vendor Name
 - v. Disposition
 - vi. Venue
 - vii. Felony convictions
5. Beginning with 2007 to the present, have any irregularities been discovered in any of the meal ordering or billing prepared by the Vendor? If so, describe the circumstances of irregularities or variances and their resulting disposition.
- a. Irregularities
 - b. Description

3.04.6e Rules of Preparation & Submission (10 Points Total)

The Vendor shall define the capabilities of its organization to implement, maintain, and support all specifications, provisions and instructions of this Request for Proposals. Failure to do so shall be at the Vendor's risk and not the responsibility of the Vendor.

3.04.6f Vendor Commitment (10 Points Total)

The Vendor should describe:

1. The company's long-term development plans, which will ensure that that it will remain viable in the performance of its correctional Food Services Management proposal and how it will remain competitive in the correctional food services management market.
 - a. Long Term Development Plans-Explain the proposed fiscal arrangement and structure of the Vendor's business in relation to the proposed solution.

- b. Vendor Fiscal Arrangement-Provide a description of any reasonably foreseeable future fiscal arrangements that will impact (positively or negatively) the Vendor's ability to perform its proposed solution for the OPSO.

3.04.6g Management/Staffing and Plan (40 Points Total)

As part of the evaluation and scoring processes of this Section Management/Staffing, and Plan, the OPSO may request a tour of any site required in the performance of the Vendor's Proposal. In addition, OPSO may request a tour of other correctional sites served by the Vendor.

1. Management and Staffing – The Vendor shall provide information on its management and staff employed to perform the food service operation. The information shall provide evidence of the Vendor's ability to properly staff, manage, and perform the food service operation in a safe, secure, complete, and timely manner.
 - a. Number and levels of Vendor's management and employee staff.
 - b. Qualifications and experience of Vendor's management and employee staff.
 - c. Vendor's Hiring and Training Practices.
 - d. Details on any higher level management staff who work off-site, along with their role, qualifications, and experience.
2. The Vendor shall describe the proposed plan, process, staffing, management, equipment, and schedule which will be utilized on-site in the provision of food service to the OPSO. This includes evidence of the Vendor's ability to perform such a plan and references where the Vendor is performing a similar operation comparable to the size of OPSO.
 - a. The Vendor shall provide an organizational chart for all on-site management and employees broken down by each work shift and work group (*i.e.* regular days off), which states manager/employee's first and last name, job title, designation for full-time or part-time status, and length of service with the Vendor.
 - b. The Vendor's on-site management and staff must be qualified and dedicated to the purpose of providing Food Service to the OPSO.
 - c. The Vendor shall submit the proposed operational policies and procedures which will be followed by its' employees working at the OPSO.
 - d. The Vendor shall describe the level of support and supervision during food service operations.
 - e. The Vendor shall provide a plan for dealing with inmate grievances concerning Food Service products and services at OPSO.

- f. The Vendor shall provide grievance statistics for where the Vendor's staff performs delivery to the inmates and the facility utilizes the Vendor's information technology.
- g. The Vendor should provide any details on contingency plans in the event of disruption to the facility, equipment, technology, staffing, foodstuffs, employees, etc.
- h. The Vendor shall provide evidence of their past experience in complying with ACA standards in food service and operations at a facility of comparable size to OPSO Kitchen/Warehouse.
- i. The Vendor shall describe its hiring practices, training procedures, and drug testing for its employees who work on-site at the OPSO. Vendor training must be documented to provide evidence of compliance with ACA regulations, and the records made available for review by ACA auditors when needed.
- j. All Vendors' employees who work on-site at the OPSO shall be subject to criminal background checks by the OPSO.
- k. All Vendors' employees who work on-site at the OPSO shall be subject to drug testing by the OPSO. This testing shall be done at Vendor's expense.
- l. Plan for Meal Packaging Services – The Vendor shall provide a detailed operational plan and schedule for performing meal packaging in a secure, complete, and timely manner. The Vendor shall provide previous experience at correctional institutions comparable to the size and complexity of the OPSO in order to demonstrate its' proven ability to perform such services at OPSO.

3.04.6h Technology (20 Points)

The Vendor shall propose a comprehensive Technology Plan as specified in Section 3.03.6, in order to provide a food service management cost accounting system, which minimally provide solutions for Sections 3.03.05 (Meal Orders), 3.03.7 (Quality Assurance), 3.03.30 (Payment), and 3.03.34 (Inspection of Services).

As part of the final evaluation and scoring processes of this Section, the OPSO will require the Vendor to successfully demonstrate how their software will perform required functions in the performance of its proposal. The demonstration will be determined at a future date by the OPSO.

The OPSO is the hub for the Jail Management System (JMS). The OPSO serves as the hub for all internet traffic and security. External access to the OPSO's network is restricted to approved and secured VPN connections. If required, the Vendor should have the capacity to publish data files to a secured external site utilizing standard web services. **At all times, OPSO retains ownership of the data contained within the computer system provided by the Vendor. This data is proprietary and confidential and shall not be used by the Vendor.**

1. The Vendor shall describe a comprehensive hardware and software solution for food service management cost accounting, which shall include meal ordering, meal management, billing, meal management, inventory tracking, inspection and quality assurance reports, and innovations to promote accurate reporting and cost efficiency, and demonstrate how their solution is capable of interface/integration with the JMS system.
2. The Vendor must describe in detail the proposed method(s) for receiving inmate meal orders, blocking meal orders requested by OPSO, and delivering prepared meals as ordered to the designated OPSO location.
3. The Vendor must specifically describe the method utilized for resolving any meal order discrepancies.
4. The Vendor shall describe available options for receiving of food service meal orders and related costs and OPSO requirements.
5. The Vendor shall provide in writing on company letterhead and signed by a company official, a statement guaranteeing unlimited access to all data and database structure in the Vendor's proposed solution by OPSO staff designated by the Chief of Corrections.
6. The Vendor shall provide details and history and ownership of the proposed software application to be used for cost accounting under its Technology Plan.
7. The Vendor shall describe the process, training, and support to be used for the installation of its proposed Technology Plan, including how its employees will perform the installation, and their past experience in so doing.
8. The Vendor shall describe any on-going efforts to enhance and develop the software applications it will use under its Technology Plan (including the number and type of staff responsible for the development, and their experience and qualifications).
9. The Vendor shall describe the level of technical support available for its Technology Plan, including the number of its employees and management responsible for technical support, their experience and qualifications, and their availability.

3.04.6i Menu Selection and Cost Per Meal (40 Points Total)

The meal patterns requirements for food service operation included in this RFP. The Vendor shall utilize this information to propose their menu which completely satisfies all these specifications. The Vendor's proposed menu must also include the product brand name (where available) and size, for each item proposed. Cost per Meal is to be fixed for twelve months after the start of the contract. Thereafter, any increases must be submitted to the OPSO as described under Section 3.03.29 (Annual Price Adjustment).

6.04. 6j Cost Savings Rewards (100 Points Total)

The Vendor shall provide an innovative pricing plan for the OPSO to reduce Cost per Meal through effective use of inmate workers and independent meal service or packaging of any and all cold meals described in its proposal.

3.04.6k Commission Return for Optional Non-OPSO Mandated Meals (40 Points Total)

In the event that the Vendor submits the Optional Non-OPSO Mandated Meals System proposal (as stated in Section 3.03.31 and Section 3.03.32), the Vendor's proposed commission return shall be sealed and submitted with the original copy of the RFP Response, in the envelope provided. Failure to submit the proposed commission in this manner will result in rejection of the Vendor's entire response to this Section and to Section 3.03.31 and Section 3.03.32.

1. The RFP Response will first be evaluated to ensure compliance, in that all required materials are included in the response. RFP Responses determined to be compliant will then be evaluated and scored based upon the "Evaluation Criteria and Scoring" section a through j of this RFP, with the exception of criteria "6k; Commission Return".
2. Only after the evaluation criteria and scoring are completed for criteria a through j, will the proposed commissions will be opened and scored. Thereafter, the points will be totaled and the compliant Vendor with the highest point total will be recommended to the OPSO.
3. If the Vendor submits the optional non-OPSO Mandated Meals Proposal, the following terms would pertain to Commission Return:
 - a. Food Service sales and commissions will be paid for on a bi-monthly basis.
 - b. A reasonable estimate of annual sales can be used to determine monthly commissions with actual sales and commissions computed at least yearly.
 - c. Commissionable sales shall be construed as all moneys received from the sales of Non-OPSO Mandated meals, refunds, allowances, or adjustments for returns, defective or unsatisfactory product or service, and applicable sale taxes. Final decisions on any disputes shall be made by the Chief of Corrections.
 - d. Vendor shall provide a monthly sales report to the Chief of Corrections no later than the fifteenth of each month. The Sales Report must include the following information: (i) Commissionable Sales; (ii) Non-commissionable Sales; (iii) Adjustments for credits and refunds; (iv) Cumulative total of Commissionable Sales and Commissions paid to the OPSO.
 - e. The OPSO will not accept any RFP's which offer additional commissions, funds, and/or signing bonuses.

3.04.6l Start-up Capabilities

The Vendor must be capable of and provide a detailed start-up plan for the provision of the proposed Food Service within ten (10) days from the date of the award.

3.04.7 OPSO Attachments to Request for Proposals

The OPSO shall attach documents listed below to this Request for Proposals in order for the Vendor to be fully informed as to the conditions for performance of this Agreement.

1. Work Order Logs from current Vendor.
2. List of Capital Equipment.
3. Layout of OPSO Kitchen/Warehouse and service kitchens.

3.04.8 Supplemental Material Required To Be Submitted with Proposal

The Vendor shall prepare and include, indexed and bound, the following materials with its Proposal, pursuant to the applicable special conditions and specifications of this document:

1. Bid Bond.
2. Insurance Certificates.
3. Vendor qualifications document and client references.
4. Financial audits.
5. Litigation/Settlement Information.
6. Any labor agreements for food service, maintenance and janitorial employees or letters indicating compliance with prevailing wage for relevant employees or contactors.
7. Proposed Menus.
8. Staffing Plan including qualifications or resumes of key personnel, sanitation, food service or trade licensure; organizational chart, job descriptions for all personnel, employee handbook or personnel code.
9. Staff/Inmate Training Plans, including any certifications, post-release or re-entry programs or linkages for inmate/inmate workers.
10. Standard Operating Procedures.
11. Technology plan including meal ordering and billing, inventory tracking, inspection data collection and reports, maintenance/repair schedules and logs, food service staff (employee, contractual, inmate) work assignment schedules, and training program participation.
12. Inspection Checklists, Report and Logs.
13. Quality Control Plan.
14. Sample Grievances and Grievance Responses.
15. Contingency Plan.
16. Cost Savings Plan.
17. Meal Packaging Plan.
18. Start-Up Plan.
19. Optional Proposal for non-OPSO Mandated Meal Service.

Three copies and USB drives of the supplemental materials shall be submitted along with three fully executed originals of the Proposal. The Vendor shall not separate, modify (except as expressly provided) or otherwise alter the ordering of the Proposal documents. Proposals which are missing pages or which have not been completely filled out will be rejected. The Vendor is prohibited from appending any materials or documents to the Proposal, except as expressly provided.

The Proposer is invited to fully detail such plans to illustrate the manner and means by which the Vendor will perform the services by the contract. However, the Vendor is advised that any service, term or condition offered or stated in the supplemental materials herein required to be submitted, shall be considered as binding obligations on the Vendor, as is such services, terms or conditions were expressly provided for or required by these contract documents. Nothing however contained, set forth, offered or provided by the supplemental materials shall be deemed to be accepted by the OPSO or included as a condition or term of this contract, to the extent that such materials are in conflict with or are otherwise inconsistent with the express terms, conditions, instructions or specifications of these contract documents.

3.07.9 Right to Waive Non-Material Irregularities

Proposals shall be considered as being "irregular" if they show any omissions, alterations of form, additions, or conditions not specified, or discrepancies of any kind.

The OPSO reserves the right to waive or permit cure of non-material irregularities in the proposal if it is in the OPSO's best interest to do so. "Non-material irregularities" include minor informalities that do not affect responsiveness and are merely a matter of form or format; that do not prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect material change in the RFP. In the event the OPSO waives or permits cure of nonmaterial irregularities, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is at the sole discretion of the OPSO.

PART IV: LEGAL REQUIREMENTS ATTACHMENTS A - F

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ATTACHMENT A: PROPOSER QUESTIONNAIRE

PROPOSER QUALIFICATIONS ITEMS REQUIRED TO BE SUBMITTED WITH PROPOSAL:

PROPOSER MUST DEMONSTRATE THAT IT IS EXPERIENCED AND QUALIFIED TO PROVIDE THE SERVICES REQUIRED. EACH PROPOSER SHALL SUBMIT THE FOLLOWING INFORMATION IN PROPOSAL FOR THE OPSO'S CONSIDERATION:

A. DESCRIPTION OF COMPANY

Introduction (or Executive Summary). This shall include a brief background of the firm and the professional services offered that meet the OPSO's objectives including

- Name of Company; if a joint venture, name of joint venture and names of individual companies
- Address of corporate headquarters and New Orleans area location, if differing;
- Telephone and fax number(s) for New Orleans area location(s);
- Form of company; i.e. sole proprietor, partnership, corporation;
- Date company formed; date incorporated if a corporation;
- Company principals including President, chairman, vice presidents, secretary, chief operation officer, chief financial officer, general manager(s), and the length(s) of time each has accumulated in his area of expertise;
- FEIN: Provide the Federal Employee Identification Number of the Proposer.
- SSN: In the case of a sole proprietorship, provided the Social Security Numbers of all Owners/Partners;
- Licenses (to do business in the State of Louisiana). In the event that a corporation or LLC is the successful proposer, such corporation shall present evidence, before, an agreement is executed, that it is authorized to do business in the State of Louisiana, which may include a print-out from the Louisiana Secretary of State website.

In addition, the Proposer shall provide:

1. Organization Chart and Rationale for Team - An organization chart for the company should show reporting relationships of principals and areas of responsibility pertaining to the required services, as outlined in Section 3 and the rationale for assembling this specific team. Describe why this firm is best suited to be selected.

2. Team Member Firms' Key Personnel- Submit resumes for key personnel committed to this project; these personnel can be both managerial and technical. Include a description of any key personnel's specialized experience.
3. A summary of the history of Proposer's company in terms of its size, range and types of services Proposer has offered and currently offers through its company; and the types of clients and geographic areas serviced by Proposer.
4. Indicate how many years your company has been in business and the number of years devoted to the industry. If your company is a subsidiary, include a copy of the corresponding information on the parent company.

This information may be considered in the determination of Proposer's qualifications to provide Services as outlined in this Request for Proposal, but shall not be binding upon the OPSO.

B. GENERAL INFORMATION

Include any additional information about the company that has not been included in the RFP document.

C. FINANCIAL STATEMENT

Provide a copy of the most recent audited financial statement, or an annual report by a certified public accountant and a Dunn and Bradstreet rating. If applicable, submit the financial report of your parent company.

D. REFERENCES

Qualifications of the firm: Provide a list of references for other customers that are utilizing your services. Proposer agrees that the OPSO may contact these references to obtain any and all information regarding Proposer's performance of services.

Provide a list of all current and prior clients for the past three (3) years.

THE PROPOSER AGREES THAT THE OPSO MAY CONTACT ANY PERSONS FOR INFORMATION REGARDING PROPOSER'S PAST CONTRACT PERFORMANCE. FAILURE TO SUBMIT THE INFORMATION REQUIRED BY THIS SECTION, OR THE RECEIPT OF UNSATISFACTORY INFORMATION BY THE OPSO SHALL, IN THE OPSO'S DISCRETION, CONSTITUTE CAUSE FOR PROPOSAL DISQUALIFICATION.

ATTACHMENT B: PROPOSER REGISTRATION FORM

ORLEANS PARISH SHERIFF'S OFFICE

2800 PERDIDO STREET, 4th Floor, NEW ORLEANS, LA 70119

FAX 504-525-4912

REQUEST FOR PROPOSALS FOR

FOOD SERVICE MANAGEMENT SERVICES

PROPOSER REGISTRATION FORM

NOTE TO PROSPECTIVE PROPOSERS: BY COMPLETING AND RETURNING THIS FORM TO MARY GOODWIN, INTERIM PURCHASING DIRECTOR, ORLEANS PARISH SHERIFF'S OFFICE, 2800 PERDIDO STREET, NEW ORLEANS, LA 70119, ON OR BEFORE **JULY 05, 2016**, YOU WILL RECEIVE ANY ADDENDA ISSUED BY THE OPSO WHICH EITHER REVISE THE DATES FOR SUBMITTAL OF PROPOSALS, RESPOND TO QUESTIONS SUBMITTED BY OTHER PROSPECTIVE PROPOSERS, OR WHICH SUPPLEMENT OR CHANGE THE REQUIREMENTS SET FORTH IN THE REQUEST FOR PROPOSALS. THIS FORM MAY BE RETURNED BY FAX TO THE NUMBER SPECIFIED ABOVE.

IF YOU FAIL TO SUBMIT THIS FORM, YOU WILL NOT BE ENTITLED TO ANY OF THE ADDENDA, IF ISSUED, AND ANY DEFICIENCY IN YOUR PROPOSAL RESULTING FROM SUCH FAILURE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL FROM CONSIDERATION, IN THE DISCRETION OF THE OPSO. SUBMISSION OF THIS REGISTRATION FORM DOES NOT OBLIGATE YOU TO SUBMIT A PROPOSAL.

PROPOSER NAME:

PROPOSER'S ADDRESS:

NAME OF DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS RFP:

REPRESENTATIVE'S PHONE #:

REPRESENTATIVE'S FAX:

REPRESENTATIVE'S EMAIL ADDRESS:

ATTACHMENT C: GENERAL CONDITIONS

A. PURPOSE: The terms and conditions presented herein are intended to provide for uniformity, economy, and timeliness in the acquisition of goods and services for the Orleans Parish Sheriff's Office in a manner consistent with generally accepted purchasing practices and legally mandated federal, state, and local statutes, ordinances, and codes.

The Purchasing Department shall be responsible for coordinating and controlling policies and procedures within its delegated authority.

B. POLICY: It is the policy of the Orleans Parish Sheriff's Office to provide at the time and place needed in the proper quantity and of the proper quality, all goods and services required for the organization's operations. Goods and services shall be procured at the lowest possible cost consistent with prevailing economic conditions while establishing and maintaining a reputation for fairness and integrity. The procurement of goods and services shall be achieved within the mandates of federal, state, and local statutes, ordinances, and codes.

C. CONFLICT OF LAWS: The Orleans Parish Sheriff's Office, if there is a conflict of Federal and State Statutes will revert from Federal to State Law, or whichever is the most stringent possible.

D. DISADVANTAGED BUSINESS ENTERPRISE: It is the policy of the Orleans Parish Sheriff's Office to provide for the maximum opportunity for Disadvantaged Business Enterprise (DBE) to participate in the performance of contracts.

The Vendor agrees to ensure that DBE's, as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of this contract and any subcontracts that may be let. In this regard, the vendor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBE's have the maximum opportunity to compete for and perform services relating to this contract. Furthermore, the consultant shall not discriminate on the basis of race, color, national origin, or sex.

E. EMPLOYMENT STANDARDS: It is also the policy of the Orleans Parish Sheriff's Office to provide for employment standards as approved for by the United States Governments. We follow the U.S. Department of Labor, Davis Bacon Act [Public-No. 403-74th Congress] [S.3303] that enumerates employment standards administration wages and hour division. If any company wishes for an entire copy of this act, they may contact the Purchasing Department for a copy of this Act.

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ATTACHMENT D: COST PROPOSAL FORM**PROPOSAL PAGE**

The Proposer declares that they have carefully examined the Request for Proposal documents in its entirety, including any Addendums issued pursuant thereto for Food Service Management Systems as prepared by OPSO and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same.

The Proposer shall list all costs that may be incurred with respect to the proposed food service management system. All Optional Feature items should be completed. In the event that the Proposer does not intend to provide an Optional Feature, the Proposer should mark "0" in the indicated area of the Cost Proposal Page. Menus for each meal type must be included as part of the description of the price per meal.

The Proposer shall list all costs that may be incurred with respect to the proposed food service management system. All Optional Feature should be listed with actual cost to Client. If the price is blank then the Client will infer that the item will be free of charge.

The OPSO reserves the right to award this contract in sections by Meal Type, Location, and Optional Feature.

ITEM NO. DESCRIPTION

I. **Price by Meal (By Type)**

**Price per Meal
New Orleans, LA**

Effective September 15, 2016 through September 15, 2019

Meal Type	Price Per Meal	Annual Estimated Meals	Annual Price
General Meal (Breakfast)	\$		\$
General Meal (Lunch)	\$		\$
Sack Lunch (IPC, and DRC)	\$		\$
General Meal (Dinner)	\$		\$

Specialty Meal (Therapeutic or Religious)	\$		\$
Deputy Staff Meals	\$		\$

Miscellaneous One Time Costs

Miscellaneous Cost Description

Total Quantity Cost: _____

II. Price by Meal (Cost for Goods or Services that May Be Provided by the Vendor or the OPSO, at the Option of the OPSO)

Proposer shall list and describe costs for Good or Services that may be provided by the Vendor or the OPSO, at the Option of the OPSO (as described in Section 3.03.28.1) and calculated by Price Per Meal and by Annual Price. The optional good or services include: sanitation and janitorial services, supplies and equipment; eco-friendly packaging and disposable trays, supplies; small wares; equipment maintenance and repair; pest control; and information technology hardware and software. OPSO-Owned Food Service Equipment Maintenance, OPSO Food Service Facility Maintenance, OPSO Food Service Facility Pest Control, Small Wares, Supplies, Meal Packaging, Laundry Service for Uniforms and Other Linens, Information Technology Hardware and Software, Bulk Food Stuff Procurement. OPSO shall reserve the right to reject at its sole discretion in whole or in part any optional goods or services received without penalty and not issue a contract as a result of this RFP.

Price per Meal New Orleans, LA

Effective September 15, 2016 through September 15, 2019

<u>Meal Type</u>	<u>Price Per Meal</u>	<u>Annual Estimated Meals</u>	<u>Annual Price</u>
OPSO-Owned Food Service Equipment Maintenance	\$		\$
OPSO Food Service Facility Pest Control	\$		\$

OPSO Food Service Facility Maintenance	\$		\$
Small Wares, Supplies	\$		\$
Inmate Uniforms	\$		\$
Laundry Service for Inmate Uniforms or Other Linens	\$		\$
Information Technology Hardware	\$		\$
Information Technology Software	\$		\$
Bulk Food Stuff Procurement	\$		\$

Description of Optional Features That May Be Provided by the Vendor or the OPSO at the Option of the OPSO.

Total Quantity Cost for Optional Features That May Be Provided by the Vendor or the OPSO at the Option of the OPSO_____

III. Optional Non-OPSO Provided Meal Service for Inmates or Staff and Designated Visitors

<u>Meal Type</u>	<u>Price Per Meal</u>	<u>Annual Estimated Meals</u>	<u>Commission Per Meal</u>
Optional Breakfast (Staff and Designated Visitors Only)	\$		\$

Optional Lunch (Staff and Designated Visitors Only)	\$		\$
Optional Dinner (Staff and Designated Visitors Only)	\$		\$
Optional Dinner (Inmates)	\$		\$

Description of Optional Non-OPSO Provided Meal Service for Inmates or Staff and Designated Visitors

Total Quantity Cost of Optional Non-OPSO Provided Meal Service for Inmates or Staff and Designated Visitors _____

Authorized Signature: _____ Title: _____ Date: _____

GRANDTOTAL: \$ _____

DELIVERY/SERVICE DATE: _____

(NUMBER OF CALENDAR DAYS AFTER AWARD OF RFP)

ATTACHMENT E:

OPSO CERTIFICATIONS AND EXECUTION FORMS

ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands the requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT: The OPSO request that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the OPSO to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the requirements specific therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory terms and conditions, and all other administrative requirements set forth in this RFP;
- (4) Proposer agrees to all terms and conditions as set forth in this RFP.
- (5) Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
- (6) Proposer understands that if selected as the successful Proposer, he/she will have 30 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
- (7) Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements of OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed at the internet at www.epls.gov.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

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