



**2022-129  
REQUEST FOR PROPOSAL**

**INSTRUCTIONS**

**PURCHASING DEPARTMENT**  
619 DIVISION ST. MS-7  
PORT ORCHARD, WA 98366  
PHONE: (360) 337-4788

Materials and/or Services Requested: **Correctional Commissary and Inmate Banking Services.** Kitsap County (“County”) is soliciting interested parties to submit a proposal for Correctional Commissary and Inmate Banking Services for the Kitsap County Jail (“Jail”). This solicitation, its addendum, and the bidder’s Proposal as accepted by the County will be included in the final contract between the County and the Contractor.

Schedule of Events: The following is the County’s best estimate of the schedule of events. The schedule is subject to change as deemed necessary by the County.

ITEM	DUE DATE, TIME, AND LOCATION
Issuance of Request for Proposal	July 8, 2022
Pre-Proposal Conference (Virtual)** <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Not Mandatory	July 15, 2022, Time: 1:00 pm (Pacific Time) Kitsap County Sheriff’s Office Jail 614 Division Street, Port Orchard, Washington 98366 Meeting link: <a href="#">Click here to join the meeting</a>
Written Questions Due	July 22, 2022, Time: 3:30 pm (Pacific Time)
Addendum Issued	July 29, 2022, Time: 3:30 pm (Pacific Time)
Proposal Due Date	August 12, 2022, Time: 3:30 pm (Pacific Time)
Demonstrations (Virtual)	August 16 - 17, 2022, Time: TBD

COUNTY POINT OF CONTACT. Questions and correspondence regarding the Solicitation shall be directed to the Purchasing Supervisor.

**Mailing Address** for USPS delivery:

Glen McNeil, Purchasing Supervisor  
Kitsap County Purchasing Office  
614 Division Street, MS-7  
Port Orchard, WA 98366

Phone: (360) 337-4789

Email: [Purchasing@co.kitsap.wa.us](mailto:Purchasing@co.kitsap.wa.us)

[www.kitsapgov.com/das/pages/online-bids.aspx](http://www.kitsapgov.com/das/pages/online-bids.aspx)

**Physical Address** for courier or hand delivery:

Glen McNeil, Purchasing Supervisor  
Kitsap County Administration Building  
Purchasing Office – Fourth Floor  
619 Division Street  
Port Orchard, WA 98366

BIDDERS ARE REQUIRED TO READ AND UNDERSTAND ALL INFORMATION CONTAINED IN THE ENTIRE SOLICITATION PACKAGE. BY SUBMITTING A PROPOSAL IN RESPONSE TO THIS SOLICITATION, THE BIDDER AGREES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH ALL REQUIREMENTS AND DOCUMENTS IN THE SOLICITATION.

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**EXHIBITS**

Exhibit A	Scope of Work	Exhibit F	Bidder References
Exhibit B	Offer and Certification	Exhibit G	Subcontractors
Exhibit C	Exceptions and Assumptions	Exhibit H	Proposal Format and Evaluations Criteria
Exhibit D	Banking Fees	Exhibit I	Contract
Exhibit E	Cost Proposal		

1. Definitions. The following definitions will be used in the Solicitation, associated documents, and resulting Contract, regardless of capitalization.
  - A. Addenda means written instructions issued by the Purchasing Supervisor prior to the bid due date and time which modify or interpret the Solicitation documents by additions, deletions, clarifications, or corrections.
  - B. Bid or Proposal means the offer submitted by a Bidder in response to this Solicitation.
  - C. Bidder means the person or entity submitting a proposal in response to the Solicitation.
  - D. Contract means the agreement to provide the goods and/or services that are the subject of this Solicitation. The Contract will be comprised of all Solicitation documents, which include the Bid Instructions, scope of work, specifications, all Exhibits, County clarifications and addenda, the Contractor's proposal as accepted by County, the agreement signed by the parties, and all appendices, amendments, attachments and Exhibits, all of which are incorporated in full by reference.
  - E. Contractor means the person or entity awarded a Contract resulting from the Solicitation.
  - F. Solicitation means the Request for Proposal 2022-129 and all associated documents which includes without limitation, the instructions, scope of work, specifications, all Addenda, Exhibits, and attachments.
  - G. Work or Services means all work to be performed, services to be provided, and equipment to be furnished as identified in the Solicitation.

For purposes of the Solicitation the words "shall", "must", or "will" are equivalent in the Solicitation and indicate a mandatory requirement or condition.

2. Pre-Proposal Conference, ADA Accommodations. County may hold a pre-proposal conference to answer questions regarding the Solicitation requirements. **Send an email to the Purchasing Supervisor to request an invite to the Pre-Proposal Conference meeting and to request reasonable ADA accommodations at least five (5) days prior to the pre-proposal conference date.**
3. Questions, Communications. All communications concerning the Solicitation must be in writing, directed to the Purchasing Supervisor, and identify the Solicitation number, page, and section number. Bidders are to obtain written clarification from the Purchasing Supervisor regarding any inadequacy, omission, or conflict prior to submitting a Proposal. Failure to do so will not relieve Bidder of any responsibilities under the Solicitation or subsequent Contract. Questions will be accepted up to the due date and time identified in the Schedule of Events. Questions received after the deadline are untimely and will not be answered. Only answers to questions communicated in an issued Addenda will be binding on the County. **Bidders that communicate with other county staff regarding the Solicitation without prior authorization from the Purchasing Supervisor may be disqualified.**
4. Proposal Due Date, Time. Proposals must be received by the Purchasing Office at the specified location by the Proposal due date and time. Bidder is responsible for the timely delivery, regardless of the delivery method. Proposals and requests for modifications received after the due date and time are untimely and will be rejected. The timeliness of submissions is determined at the discretion of the County.
5. Format, Submission, Copies, Signature
  - a. Electronic files shall be submitted in a format acceptable to the County. Acceptable formats include DOC and DOCX (Microsoft Word), XLS and XLSX (Microsoft Excel), PPT and PPTX (Microsoft PowerPoint), or PDF (Adobe Acrobat). Requests to submit files in another format should be directed

to the Purchasing Supervisor.

- b. Proposals are to be submitted to the Purchasing Supervisor at the address identified on the Solicitation in a sealed envelope/package provided by Bidder and shall identify Bidder's name and address, Solicitation name and number, and submittal date on the outside. Proposals submitted by email or fax are not considered. Flash drives and thumb drives are acceptable. All Exhibits and Addenda are signed by a person authorized to sign on behalf of Bidder. Unsigned Proposals are rejected as incomplete.
  - c. Bidders shall submit: **one (1) original**, marked "original", **four (4) hard copies**, and **one (1) electronic copy** of their Proposal.
  - d. Proposals are to be signed by the person with legal authority to act on behalf of the entity.
    1. Corporation. Proposal shall be executed by the president, vice-president, or other authorized corporate officer on behalf of the corporation.
    2. Partnership. Proposal shall be executed by a general partner on behalf of the partnership (whose title must appear under the signature).
    3. Limited Liability Company. Proposal shall be executed in the name of the LLC by a member and accompanied by evidence of authority to sign.
    4. Joint Venture. Proposal shall be executed by each participant in the joint venture, pursuant to a joint venture agreement.
6. Acceptance Of Terms And Conditions. Submission of a Proposal pursuant to this Solicitation constitutes acknowledgment and acceptance of all terms and conditions set forth in the Solicitation.
  7. Addenda. Bidders are responsible for checking for Addenda, which will be posted on County website at <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>. County will issue an Addenda if it modifies the Solicitation or responds to questions. Bidders are to acknowledge receipt of all Addenda on the Bidder's Offer and Certification form and submit all signed Addenda and completed Exhibits with the Proposal.
  8. Addenda Conflict. If there is any conflict between the Addenda, or between the Addenda and the Solicitation documents, the document issued last in time controls.
  9. Exceptions, Assumptions. Proposals in strict compliance with the Solicitation are desired. Bidder shall provide a complete comprehensive list of all exceptions requested and assumptions made when preparing the Proposal using the Exceptions and Assumptions form. **Any exception or assumption not specified on the Exceptions and Assumptions form will be considered void and not part of the Proposal.** The absence of an identified exception or assumption on the form shall mean Bidder acknowledges, accepts, and agrees to comply with all terms and conditions as identified in the Solicitation in every respect. Proposals with a material exception or deviation to any Solicitation requirement may be rejected.
  10. Costs Proposal, Taxes. Proposals shall identify the total costs, fees, and charges for the goods and/or services requested in the Solicitation on the Cost Proposal form. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the goods. All prices shall include freight FOB destination, freight included to the designated delivery point. County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. Payment of all costs, fees and other charges not identified on the Cost Proposal form shall be the responsibility of Bidder.
  11. Rejection, Waiver. County in its sole discretion retains the right, without penalty, to reject some or all Proposals or portions thereof, and/or waive or reject any defects, informalities, or irregularities;
  12. Non-Responsive Proposal. County in its sole discretion retains the right, without penalty, to any Proposal, in whole or in part, as nonresponsive if the Proposal a) is submitted late or incomplete; b) is noncompliant

with any part of the Solicitation; c) contains inaccurate, misleading, exaggerated, or false information; d) fails to respond to every Solicitation item or to provide all information requested; e) is irregular; and/or f) takes exception or assumption. Proposals will be considered irregular if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

13. Preparation Costs. Bidder understands and agrees County is not responsible for any costs incurred by Bidder in the preparation or submission of a Proposal including without limitation costs associated with demonstrating, presenting, or negotiating in response to the Solicitation.
14. Acceptance Period. All Proposals timely submitted shall remain open and may not be withdrawn for **one hundred twenty (120) days** after the submission date.
15. Acceptance Does Not Bind County. Acceptance of a Proposal does not bind County until it is approved by the appropriate County level of authority and a Contract is executed by the parties.
16. County Right to Withdraw or Amend. County in its sole discretion retains the right, without penalty, to withdraw, amend, cancel, or reissue all or any portion of the Solicitation at any time, for any reason or no reason, up to Contract execution when it is in the best interests of or advantageous to County.
17. Bidder's Withdrawal or Modification. Bidder may modify or withdraw a submitted Proposal prior to the due date and time. A request to modify or withdraw a Proposal must be in writing, signed by Bidder's authorized representative and submitted to the Purchasing Supervisor. Faxed withdrawals will NOT be accepted. A withdrawn Proposal may be re-submitted prior to the Proposal due date and time.
18. Bidder's Responsibilities. Bidders shall assume that any purchase, responsibility, insurance, and any other action or activity which is necessary for the satisfactory provision of the goods and services requested in the Solicitation, but not specifically designated as a County responsibility, are the responsibility of Bidder and must be included in Bidder's response to the Solicitation.
19. Serial Numbers. Equipment included in a Proposal shall possess the original unaltered manufacturer's serial number. County, throughout the Contract term, reserves the right to reject any altered equipment.
20. Brand Names, Equivalents. References to manufacturers, trade names, brand names or catalog numbers (collectively "Identifiers") in the Solicitation are intended to indicate the level of quality, design, or performance desired. Proposals with equivalent products of equal or greater quality, design or performance may be considered. Proposals must clearly describe alternate Identifiers and indicate how it differs from the product specified in the Solicitation; and, include complete and sufficient descriptive literature and specifications to enable a full and fair determination of whether the proposed alternate will be equivalent to or better than the product named in the Solicitation. County has the sole discretion to accept or reject any like item and may require Bidder to provide additional information and/or samples. If a Proposal does not otherwise specify, it is understood that the referenced Identifiers will be provided under the Contract.
21. Silence or Omission. The apparent silence or omission in the Solicitation as to any detail shall mean that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Solicitation shall be made based of this statement.
22. Descriptive Literature. All Proposals are to include complete manufacturer's descriptive literature regarding the equipment, goods and services proposed. Literature shall provide sufficient detail to allow full and fair evaluation of the Proposal submitted.
23. Test Models, Samples. County may request any or all Bidders to provide a test model or sample of the product(s) proposed on a no-charge basis. The performance, characteristics, and components of the model and samples submitted for inspection and testing will be considered a representative model of the products

proposed and intended for delivery. Any product tested and found not capable of meeting the requirements of the Solicitation specifications will not be considered for a Contract award. County is not responsible for any damages that may occur to any model or sample supplied for testing.

24. Non-Exclusive Contract. County intends to award one contract and does not anticipate multiple awards. Regardless, County retains the discretion to make multiple or partial awards to obtain the same or similar goods and/or services that are the subject of the Solicitation and/or to order greater or less goods and/or services based on the needs of County. Contracts resulting from the Solicitation are not exclusive service agreements.
25. Firm Pricing. Prices will be firm for the Contract duration identified in the Solicitation unless the solicitation specifically provides otherwise.
26. Applicable Laws. The Solicitation, Proposal, and Contract shall be governed in all respects by the laws of Washington state, without regard to conflicts of law or choice of law provisions.
27. Compliance with Laws. Contractor and its Proposal shall comply with all applicable federal, state, and local law, rules, regulations, executive orders, directives of its domicile and wherever performance occurs in connection with the funding, execution, delivery, and performance of the Contract, regardless of whether they are referred to by County.
28. Interlocal Purchasing Agreements. For information only and not to determine award. Chapter 39.34 RCW allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Bidder has the option to agree to sell additional items at the Proposal prices, terms, and conditions, to other eligible governmental agencies. County has no responsibility for the payment of such purchases. Bidder needs to acknowledge on the Bidder's Offer and Certification form is Bidder is willing to accept cooperative purchasing.
29. Discussions. County reserves the right to conduct discussions with Bidders for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify a Proposal and assure full understanding of, and responsiveness to, Solicitation requirements.
30. Interviews, Demonstrations. County reserves the right, but not the obligation, to conduct interviews and/or demonstrations with some or all Bidders at any point during the evaluation process. In the event interviews and/or demonstrations are conducted, information provided during this process may be taken into consideration when evaluating the stated criteria.
31. Contract Terms. Contractor will be required to sign the Contract identified in the Solicitation, if any. No alternations of the Contract will be permitted without prior written approval of the County. Objections to any of the Contract provisions must be set out in the Exceptions and Assumptions Form. Failure to identify an exception on the Exceptions and Assumptions Form is considered acceptance. County reserves the right to add terms and conditions during Contract negotiations.
32. Negotiations, Award. Negotiations are scheduled at County's convenience. Should the evaluation process result in a top-ranked Proposal, County may limit negotiations to that Bidder and not negotiate with any lower-ranking Bidder. If negotiations are unsuccessful with the top-ranked Bidder, County may then go down the line of remaining Bidders, according to rank, and negotiate with the next highest-ranking Bidder. Award will be made to the qualified Bidder whose proposal will be most advantageous to County.
33. Licenses, Certifications, Business Standing. Bidders, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of proposal and for the Contract duration. A Contractor whose business structure requires that documents be filed regularly with the Washington Secretary of State Corporation Commission (WSSC) must remain in

good standing with the WSCC during the Contract term. An out-of-state firm must file necessary documents with the WSCC as doing business in Washington prior to execution of the Contract and must remain in good standing with the WSCC and the state where the original documents were filed.

34. Background, Security Investigations. Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Contractor.
35. Conflict of Interest. No County employee whose position in the County enables him/her to influence the selection of a Contractor for this Solicitation, or any competing Solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor as provided in Chapter 72.23 RCW.
36. Debarment. Bidder certifies, by submission of the Proposal, that Bidder fully complies with Federal, State, and County certification requirements for debarment, suspension, ineligibility, and voluntary exclusion as provided in Executive Order 12549, Debarment, Suspension and implemented at 34 CFR, Part 85.
37. Gratuities, Kickbacks. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
38. Public Records, Confidential Information. All Proposals and other materials submitted are County property for use as it deems appropriate and subject to release pursuant to the Public Records Act (Act), Chapter 42.56 RCW. Bidders are to clearly identify in a Proposal any specific information claimed to be confidential or proprietary. If the County receives a request under the act to inspect the information clearly identified by Bidder as exempt from disclosure, COUNTY'S SOLE OBLIGATION WILL BE TO MAKE A REASONABLE EFFORT TO NOTIFY BIDDER OF THE REQUEST AND THE DATE THE EXEMPT INFORMATION WILL BE RELEASED TO THE REQUESTOR UNLESS BIDDER OBTAINS A COURT ORDER TO ENJOIN DISCLOSURE PURSUANT TO RCW 42.56.540. COUNTY WILL RELEASE THE RECORDS UNREDACTED ON THE DATE SPECIFIED, ABSENT RECEIPT OF A COURT ORDER. COUNTY WILL NOT CLAIM ANY EXEMPTION FROM DISCLOSURE UNDER THE ACT ON BEHALF OF A BIDDER. County will not be liable to Bidder for releasing records that have been marked by Bidder as exempt.
39. Compliance with Funding Requirements. If the procurement involves the expenditure of state or federal financial assistance or grant funds, Contractor shall comply with state and/or federal law and authorized regulations that are mandatorily applicable even if not set forth in the Solicitation.
40. Subcontractors. Bidder shall not subcontract work under the Contract without the prior written consent of County. Bidder is responsible for the entire performance of the Contract even when subcontractors are used and solely responsible for all subcontracts.
41. Reference Checks. County may conduct reference checks to verify and validate Bidder's past performance. Reference checks indicating poor or failed performance is cause for rejection. County may also obtain reference checks, in addition to those provided by Bidder, relevant to the Solicitation requirements and prospective working relationship with Bidder. Provide four (4) references for government entities for which Bidder has or is providing the same or similar goods and/or services. Use Contractor References Form.
42. Protests. All protests shall comply with the procedures adopted by the Purchasing Division. KCC 4.116.050. County has no obligation to postpone Contract award pending resolution of a protest.
43. Proposal Format, Contents. Bidders are to provide all information requested in the Solicitation in the requested format identified in the Proposal Format and Evaluation Criteria.

END OF INSTRUCTIONS