

	KITSAP COUNTY Request for Proposal 2020-133	Purchasing Department 619 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4788 Email: Purchasing@co.kitsap.wa.us
	Kitsap County Jail Inmate Food Service	

REQUEST FOR OFFER TITLE: KITSAP COUNTY JAIL INMATE FOOD SERVICE

MATERIALS AND/OR SERVICE REQUESTED: Kitsap County is soliciting, for the Kitsap County Sheriff’s Office (“KCSO”) Jail, qualified offerors interested and able to provide food services for the KCSO jail inmates. The Contractor will be responsible for the procurement, preparation, serving, clearing, and cleaning associated with food services in the jail, as well as other associated responsibilities as identified in compliance with the requirements of this solicitation.

CALENDAR OF EVENTS

Below are the important dates and times by which the actions must be completed. Dates and times are subject to change. If the County changes any of date or time, the change will be made by addendum.

EVENT	COMPLETION DATE, TIME, AND LOCATION
Issuance of Request for Proposal	September 16, 2020
Pre-Proposal Conference <input checked="" type="checkbox"/> <u>MANDATORY</u>	October 5, 2020 Jail Reception 614 Division Street, Port Orchard, Washington 98366 1:00 pm (Pacific Time)
Written Questions Due	October 7, 2020 at 3:00 p.m.
Addendum Issued	October 9, 2020 by 3:00 p.m.
Proposal Due Date	October 20, 2020 by 3:00 pm
Proposal Opening	October 20, 2020 by 3:15 pm
Estimated Start Date	January 1, 2021 at 12:01 a.m.

PURCHASING AGENT: VICKI MARTIN

Mailing Address for USPS delivery:

Vicki Martin, Purchasing Agent
 Kitsap County Purchasing Office
 614 Division Street, MS-7
 Port Orchard, WA 98366

PHONE: (360) 337-4788

EMAIL: Purchasing@co.kitsap.wa.us

www.kitsapgov.com/das/pages/online-bids.aspx

Physical Address for courier or hand delivery:

Vicki Martin, Purchasing Agent
 Kitsap County Administration Building
 Purchasing Office – Fourth Floor
 619 Division Street
 Port Orchard, WA 98366

All communications concerning this solicitation must be directed to Kitsap County’s Purchasing Agent identified above, via email only. Questions to, or communications with, other Kitsap County staff may disqualify offerors from the evaluation process.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.



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SCOPE OF WORK

1. Services Requested -----	1
2. Compliance Acknowledgment -----	1
3. Contract Term -----	1
4. Compliance, Startup and Service Implementation-----	1
5. Premises, Equipment, and Utilities -----	2
6. Inmate Workers -----	3
7. Deliveries, Receiving, Sales -----	3
8. Menus, Meals -----	4
9. Quality Assurance -----	8
10. Food Delivery, Service -----	10
11. Inventory, Storage -----	10
12. Garbage, Cleaning, Accidents -----	11
13. Contractor’s Staff, Security, Smoking -----	12
14. Identification Badges, Search, Keys -----	17
15. Subcontractors -----	17
16. Financial -----	18
17. Inspections, Complaints -----	20
18. Emergencies, Grievances, Compliance -----	20
19. Quarterly Reviews -----	21
20. Financial Management -----	21
21. Records, Maintenance -----	21
22. End of Contract Transition -----	22

ATTACHMENTS

- Attachment A: Offer and Acknowledgment Form
- Attachment B: Exceptions and Assumptions Form
- Attachment C: Cost Proposal Form
- Attachment D: Contractor References Form
- Attachment E: Identification of Subcontractors Form
- Attachment F: Subcontractor References Form
- Attachment G: Contract



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1. **DEFINITIONS.** The following definitions will be used in this solicitation, associated documents, and resulting Contract.
 - **Addenda** means written instructions issued by the Purchasing Agent prior to the offer due date and time which modify or interpret the solicitation documents by additions, deletions, clarifications, or corrections.
 - **Chief** means the Kitsap County Sheriff's Office Chief of Corrections or his/her designee.
 - **Contract** means the agreement to provide the goods and/or services that are the subject of this solicitation. The contract will be comprised of the solicitation documents, which include the instructions, scope of work, specifications, any County clarifications and addenda, the Contractor's proposal as accepted by the County, the agreement signed by the parties, and all appendices, attachments, amendments and exhibits referenced herein and therein.
 - **Contractor** means the person or entity awarded a contract resulting from this solicitation.
 - **County** means Kitsap County, Washington.
 - **Offeror** means the entity who submits a proposal in response to the solicitation.
 - **Exception** means the offeror will not comply with the contract provision.
 - **Proposal or offer** means all documentation and information submitted by the offeror in response to this solicitation.
 - **RFP or solicitation** mean this entire solicitation packet without limitation, the instructions, scope of work, specifications, all addendums, exhibits, and attachments.
 - **Sheriff** means the Sheriff of the Kitsap County Sheriff's Office or his/her designee.
 - **Support Lieutenant** means the Kitsap County Sheriff's Office Jail Support Lieutenant or his/her designee.
 - **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 this solicitation the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition.
2. **PRE-PROPOSAL CONFERENCE, ADA ACCOMMODATIONS.** The date, time and location of any pre-offer conference is indicated on the solicitation face sheet. The purpose of this conference will be to clarify the contents of this solicitation. Any doubt as to the requirements of this



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solicitation or any apparent omission or discrepancy should be presented to the County at the pre-proposal conference. To maximize the effectiveness of the conference, offerors are encouraged to submit questions in writing to the attention of the Purchasing Agent prior to the conference date. The County will then determine if any action is necessary and may issue a written amendment to the solicitation. *Oral statements or instructions will not constitute an amendment to this solicitation.* Requests for reasonable accommodation for attendance should be directed to the Purchasing Agent as early as possible to allow time to make appropriate arrangements.

3. **DUE DATE AND TIME.** All offers must be received by the Kitsap County Purchasing Department at the specified location by the offer due date and time. Offers, modifications, and requests to withdraw received after the offer due date and time will be rejected.
4. **OFFER AND ACKNOWLEDGMENT.** The Offer and Acknowledgment Form (Attachment A) shall be returned with the offer with an original blue ink signature by a person authorized to sign the offer. Unsigned offers may be rejected by the County as incomplete. Pricing documents and other documents which require information to be filled in must be completed in ink, typewritten or computer printed. No offers will be accepted if pencil is used. Erasures, interlineations, or other modifications in the offer shall be initialed in original blue ink by the authorized person signing the offer. Offerors shall submit **one (1) original**, marked “original” and **six (6)** copies of their offer with their submittal. Postmarked, telegraphic (facsimile) or emailed offers will not be considered.
5. **QUESTIONS, ORAL COMMUNICATIONS.** Questions concerning this solicitation shall be submitted in writing via email only to the Purchasing Agent. Written questions will be accepted up to the date and time identified on the solicitation face sheet. All correspondence related to the solicitation should refer to the solicitation number, page, and section number. Offerors are to obtain written clarification from the Purchasing Agent regarding any inadequacy, omission, or conflict prior to submitting an offer. Failure to do so will not relieve the offeror of any responsibilities under this solicitation or any subsequent contract. Offerors may only rely on written answers issued by the Purchasing Agent. Substantive questions and answers are posted on the Kitsap County website at <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>. It is the responsibility of the offeror to assure they received responses to questions if any are issued. *All oral communications are unofficial and nonbinding on the County.* Offerors that directly communicate with other county staff regarding this solicitation without prior authorization from the Purchasing Agent may be disqualified.
6. **ADDENDA, ATTACHMENTS.** The County will issue a written addendum if it changes, revises, deletes, clarifies, increases, or otherwise modifies the solicitation, which will be published on the Kitsap County website. It is the offeror’s responsibility to check for addenda and attachments. Offeror shall acknowledge receipt of all addenda on the Offer and Acknowledgment Form and complete and submit all RFP attachments with the offer. Offers that do not comply with this section may be rejected as nonresponsive.
7. **EXAMINATION OF SOLICITATION AND SITE.** By submitting an offer, the offeror certifies



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that in submitting a proposal, offeror has considered federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost or performance of the work; carefully read and understood the solicitation package, conditions, requirements, and specifications, and has full knowledge of the nature, scope, and extent of how local conditions may affect the services to be provided.

8. **LIABILITY FOR ERRORS.** While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the offeror from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
9. **PREPARATION COSTS AND SAMPLES.** The County is not liable for any costs incurred by the offeror in preparing, evaluating, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples, for this solicitation. All such activities are done at the offerors own expense. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
10. **PREPARATION OF OFFER, COSTS AND TAXES.** All offers shall be submitted on the forms provided in the solicitation package. Offers shall include all costs as described and indicated by the specifications. The County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. 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 commodities. All prices shall include freight FOB destination, freight included to the designated delivery point. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.
11. **ACCEPTABLE FORMATS.** Offeror's 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), and .PDF (Adobe Acrobat). Requests to submit files in another format shall be directed to the purchasing agent.
12. **SUBMISSION.** Offers shall be submitted to the Purchasing Agent at the location specified on the solicitation face sheet in a sealed envelope or package provided by the offeror, and shall include: 1) offeror's name and address, 2) solicitation name and number, and 3) submittal date clearly identified on the outside of the envelope or package. The offeror is responsible for the timely delivery of submitted offers, regardless of the delivery method. Offerors should allow sufficient time to ensure timely receipt by the County. Offers received after the offer due date and time will not be opened or considered. The timeliness of offer submissions is determined by the County.
13. **OFFER ACCEPTANCE PERIOD.** Offers must remain open and valid, and may not be redrawn or amended, for at least **ninety (90)** days following the opening date and time. The County may request an extension of the offer acceptance period.



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14. COUNTY RIGHT TO WITHDRAW OR AMEND SOLICITATION. The County in its sole discretion retains the absolute right without penalty to withdraw and/or amend all or any portion of this solicitation at any time, for any reason or no reason, up to contract execution. If there is any conflict between amendments, or between an amendment and the solicitation documents, whichever document was issued last in time shall control.
15. REJECTION OF OFFERS OR WAIVER OF IRREGULARITIES
- A. All offers must comply with the terms of this solicitation, County procurement policy, and all applicable, federal, state, and local laws, codes, and regulations. The County in its sole discretion may 1) reject any and all offers submitted, or portions thereof, 2) waive or reject any defects, informalities, or irregularities; 3) reissue the solicitation; 4) modify the solicitation; 5) cancel the solicitation; and/or 6) re-advertise and solicit new offers on the same scope of work or on a modified scope of work, when it is in the best interests of, or advantageous to, the County. The County reserves the right to reject any conditional offer. Offers will be considered irregular and may be rejected if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- B. Offerors may not qualify the offer with limitations nor restrict the rights of the County. If an offeror does so, the Purchasing Agent may reject the offer as a non-responsive counteroffer. Certain irregularities in an offer may be waived by the Purchasing Agent if it: 1) does not affect responsiveness, 2) is merely a matter of form or format, 3) does not change the relative standing of or otherwise prejudice other offerors, 4) does not change the meaning or scope of the solicitation, 5) is trivial, negligible, or immaterial in nature, 6) does not reflect a material change in the work, or 7) do not constitute a substantial reservation against a requirement or provision.
16. NON-RESPONSIVE OFFERS. The County may at any time reject all or part of any offer as nonresponsive for any of the following reasons: a) late or incomplete offer; b) noncompliance with any part of the solicitation; c) inaccurate, misleading, exaggerated, or false information; or d) failure to respond to every solicitation item or to provide all information requested.
17. ACCEPTANCE IS NOT BINDING. Acceptance of an offer does not bind the County until the offer is approved by the appropriate County level of authority and a contract is executed by both parties.
18. OFFEROR WITHDRAWAL OF OFFER. Offerors may modify or withdraw a submitted offer prior to the offer due date and time. A request to modify or withdraw an offer must be in writing, signed by an authorized representative of the offeror, and submitted to the Purchasing Agent. Faxed withdrawals will NOT be accepted. A withdrawn offer may be resubmitted prior to the offer due date and time. Negligence in preparing an offer confers no right of withdrawal or modification after the offer due date and time.
19. DELAYS. The County, at its sole discretion, may delay any or all scheduled due dates indicated on the solicitation face sheet if it is advantageous to the County to do so.



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20. **SERIAL NUMBERS.** Offerors which include equipment shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the County reserves the right to reject any altered equipment.
21. **BRAND NAMES AND EQUIVALENTS.** References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered. Offers based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the solicitation. The County has the sole authority to accept or reject any like item and may require the offeror to provide additional information and/or samples. If the offeror does not specify otherwise, it is understood that the referenced brand will be supplied.
22. **SPECIFICATIONS.** The apparent silence or omission in the specifications of the scope of work as to any detail shall be regarded as meaning 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 specifications shall be made on the basis of this statement.
23. **EXCEPTIONS AND ASSUMPTIONS.** Offers in strict compliance with the solicitation are desired. The offeror must provide a complete comprehensive listing of all exceptions and assumptions made in preparing the offer using the Exceptions and Assumptions Form. If any assumption is not acceptable to the County, it may cause the offer to be rejected. No assumptions shall be included regarding negotiation, terms and conditions, and requirements. The absence of identified exceptions or assumption shall mean the offeror meets all solicitation requirements in every respect.
24. **DESCRIPTIVE LITERATURE.** All offers shall include complete manufacturer's descriptive literature regarding the equipment, goods and/or services proposed to be furnished. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
25. **TEST MODELS/SAMPLES.** The County may request any or all offerors to provide a test model of the product(s) offered on a no-charge basis. The performance, characteristics, and components of the model(s) submitted for inspection and testing shall be considered a representative model of the product(s) offered 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. At the conclusion of the testing, the offeror may retrieve the product, if practical. The County is not responsible for any damages that may occur to any products supplied for testing.
26. **FIRM PRICING.** Prices will be firm for the entire contract period unless the solicitation



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specifically states otherwise.

27. **NON-EXCLUSIVE CONTRACT.** The County retains the discretion to make multiple or partial awards to obtain the same or similar services and products that are the subject of this solicitation and/or to order greater or less products or quantities based on County need. Contracts resulting from this solicitation are not exclusive service agreements.
28. **WARRANTY.** The offeror warrants all materials and workmanship delivered under any resulting contract to be free from defects, damage or failure which the County may reasonably determine is the responsibility of the offeror, for a minimum of 90-days after final acceptance and without cost to the County for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees are specified.
29. **CONFLICT OF INTEREST.** Offerors shall disclose whether the offeror is an immediate family member of or engaged in any business enterprise with a County employee, elected or appointed official with authority to award the solicitation. Such disclosure shall be identified in writing on the offer letter.
30. **APPLICABLE LAWS.** Interested parties are advised that all County contracts and documents pertinent to this solicitation are subject to all legal requirements provided in applicable Kitsap County Ordinances, Washington state, and federal statutes and regulations.
31. **LICENSES AND CERTIFICATIONS.** Offerors, 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 during the entire contract period.
32. **PUBLIC RECORD, CONFIDENTIAL INFORMATION.** All offers and other records submitted to the County in response to the solicitation become the property of the County and are subject to the Public Records Act (Act), chapter 42.56 RCW. If an offeror considers any portion of its offer, electronic or hard copy, to be protected from inspection and copying under Washington law, the offeror shall specifically identify each page and item the offeror claims to be exempt from disclosure. If the County receives a request under the Act to inspect or copy the information that has been identified by the offeror as exempt from disclosure, the County's sole obligation will be to make a reasonable effort to notify the offeror of the request and the date the exempt information will be released to the requestor unless the offeror obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. The County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. The County has, and by this section assumes, no obligation to claim any exemption from disclosure under the Act on behalf of the offeror. The County will not be liable to the offeror for releasing records that have been marked by the offeror as exempt.
33. **INTERLOCAL PURCHASING AGREEMENTS.** This is for information only and not to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an intergovernmental cooperative



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purchasing agreement with Kitsap County may purchase from County Contracts. The offeror has the option to agree to sell additional items at the bid prices, terms, and conditions, to other eligible governmental agencies. The County has no responsibility for the payment of such purchases. Should the offeror impose additional costs for such purchases, the offeror is to name such additional pricing as a supplement to their offer.

34. DISCUSSIONS. The County reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
35. INTERVIEWS. The County reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process may be taken into consideration when evaluating the stated criteria. The County shall not reimburse the offeror for the costs associated with the interview process.
36. CONTRACT INFORMATION
 - A. The Contractor will be required to sign a contract identified in this solicitation. No alternations of the contract will be permitted without prior written approve of the county. Objections to any of the contract provisions must be set out in the Exceptions and Assumptions Form.
 - B. Additional Terms and Conditions. The County reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the solicitation and will not affect the proposal evaluations.
37. NEGOTIATIONS. Negotiations will be scheduled at the convenience of the County. Should the evaluation process have resulted in a top-ranked proposal, the County may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the County may then go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.
38. REFERENCE CHECKS. The County may conduct reference checks to verify the offeror's past performance. Reference checks indicating poor or failed performance may be cause for rejection. Failure to provide requested reference contact information may result in the County not including the referenced experience in the evaluation process. The County reserves the right to obtain reference checks, other than those provided by the offeror, relevant to the services to be provided and the prospective working relationship between the County and the offeror.
39. PROPOSAL FORMAT AND CONTENTS. Offerors are to respond to all information requested in this solicitation. Offerors must follow the format set out in this solicitation and provide all information requested. Proposals should be consecutively numbered and organized as identified below and include all appendices, appropriately signed, tabbed, and referenced.



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A. Introduction – Company Profile.

- Identify the full legal name and address of the offeror’s company
- Identify the mailing address, and phone number of the person the County should contact regarding the proposal.
- Identify type of business identity (i.e. partnership, joint enterprise, corporation) and state of incorporation.
- Identify the number of years offeror has operated under the current company name.
- Identify if Offeror has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with another government entity. If yes, provide detailed information regarding the same.

B. Qualifications and Experience

- Identify previous experience, capabilities, and other qualifications to provide the services requested in this solicitation for projects of similar size, scope, and nature.
- Describe offeror’s experience in providing professional food service in a correctional facility.

C. References. Provide at least three (3) references from entities the offeror has provided or is providing the same or similar services using the Contractor Reference Form (Attachment D).

D. Key Personnel. It is essential the offeror provide adequate experienced personnel qualified to provide the services to be performed in this solicitation. The offeror agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the County.

- Include an organization chart identifying all personnel and describe the roles and qualifications for every staff person that would be providing services under the resulting Contract. Include title, resume, and assignment.
- Identify and describe the titles, roles, responsibilities, and qualifications of any outside personnel, such as subcontractors, the offeror intends to utilize to provide Services;
- Provide detailed resumes of all management team members and subcontractors who will be directly working on the project; and
- Provide an organizational chart of staff detailing where all such individuals, by name and title, and how they relate to one-another organizationally and to the County.

E. Technical Approach

1. Describe the procedures and methods that will be used to provide the services and meet the objectives and specifications identified in the solicitation.
2. Include a list of all County and offeror’s responsibilities.
3. Provide a project transition schedule by task and include project organization, and management, recruiting and retention of qualified staff, training, and quality control procedures.
4. Compliance with the requirements of the scope of work



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5. Sufficient transition Plan

F. Cost Proposal. The Cost Proposal Form (Attachment C) must be submitted with the offer. The offeror's total cost for the entire project term must be represented as identified in the solicitation. Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including but not limited to, various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time developed to the project, and profit. The awarded contractor must hold the accepted prices and costs for the entire contract period. No price change shall be effective without prior written consent of the County. The County will not be liable for any costs the offeror does not identify in its proposal.

G. Attachment, Addenda. All Attachments and addenda must be completed and submitted as required.

40. EVALUATION CRITERIA. An evaluation committee will evaluate and numerically score each offer based on the criteria below and weight assigned to each. The committee may also have the offers or portions of the offers reviewed and evaluated by independent third parties or various County personnel with technical or professional experience that relates to the services or criteria in the evaluation process. The committee may also seek reviews of end users of the services or advice or evaluations of subject matter experts. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring. The committee may adopt or reject any recommendations it receives.

- A. Cover Letter, Company Profile, Qualifications, Experience, References. (10 points)
- B. Professional Qualification, Reference. (20 points)
- C. Technical Approach, Assumptions (35 points)
- D. Cost Proposal, Appendices (35 points)

TOTAL POINTS 100 Points

END OF INSTRUCTIONS