



Klickitat County

Managed Service Provider Request for Proposal

ISSUE DATE: March 17, 2025

PROPOSAL DUE DATE: April 21, 2025 prior to 4:00 P.M. Pacific Standard Time or Pacific Daylight Time, Goldendale Washington, USA.

PROPOSAL SUBMISSION: Proposals may be submitted via mail, e-mail or in person to:

Klickitat County Dept of Corrections

Attn: Bill Frantz

205 S Columbus Ave Room 223

Goldendale WA 98620

via email to: Bill.Frantz@klickitatcounty.org

INTRODUCTION

1. Purpose and Objectives

The Klickitat County Dept of Corrections (hereinafter referred to as “County”) is tasked with providing food services to adult inmates at the Klickitat County Jail. The County seeks to identify and obtain one (1) qualified food service management company (FSMC) to provide these services. Services will include, but are not limited to:

- a. Operating the food service program in an ethical and humane manner with respect to the rights of those detained.
- b. Provide daily food service to include breakfast, lunch, and dinner. At least two meals per day will be a hot meal.
- c. Development and implementation of a food service plan with clear objectives, policies and procedures.
- d. Operation of a kitchen using only properly licensed, certified, and permitted food service professionals.
- e. Maintaining an open and cooperative relationship with jail staff.
- f. Utilize detained individuals for food preparation.

The County requires the FSMC to be committed to maintaining the highest professional standards. To this end, adherence to the terms and conditions of the Request for Proposals and associated documents are required.

2. SCOPE OF TASKS, SERVICES, AND REQUIREMENTS

- a. **Service Location: Klickitat County Jail 205 South Columbus Ave Goldendale WA 98620.**
- b. **Average daily population in 2024 was 33 per day.**
- c.. **Food shall be prepared at the Jail facilities or prepared off site appropriately trayed and delivered to the Jail. Packaging of delivered meals must be on approved trays or packaged in a manner that does not pose a safety or security risk at the Jail.**
- d. **FSMC shall provide all on-site staff**
- e. **Applicant screening shall be conducted on all prospective new hires. The successful FSMC shall provide a completed background packet on each employee applicant prior to employment and admission into the Jail. All applicants must be reviewed and approved by the Chief Jail Administrator before services commence.**
- f. **Klickitat County may prohibit entry to the facility for FSMC employees who do not perform his/her duties in a professional manner, or who violates Jail security rules and procedures.**

3. Program and Offerings

- a. **The FSMC shall provide menus that comply with any applicable state and federal regulations. This menu shall be a part of the proposal.**
- b. **The proposed menu will be used as a basis for projecting costs. The FSMC must adhere to the FSMC developed menu for the first 21 days of meal service. Changes thereafter may be made with the approval of the County. Any changes must equal or exceed the choice selection, quality, grades, and specifications contained in the original menu cycle.**
- c. **FSMC may not change or vary the menus after the first cycle menu without written approval of the County. The County shall approve the menus no later than two weeks prior to service. Any changes or variances requested by FSMC for substitutions to County menu of lower quality food items shall be justified and documented in writing. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to County.**

4. Population Requirements

- a. All menus and special diets must meet the standards for adult holding and detention facilities and will be in compliance with USDA caloric intake recommendations and will provide an average of 2600 calories per day in addition to all required nutrients.**
- b. The FSMC is to provide high quality food service in accordance with industry standards. Food and food service will meet all applicable federal, state, and local guidelines, laws, and regulations and will meet guidelines as prescribed by the American Correctional Association (ACA).**
- c. Prepare for each inmate three (3) meals per day. Two (2) meals will be served hot one of which will be dinner. Corrections Officers will deliver food from the kitchen to the inmates living unit.**
- d. A 21-day cycle menu is to be submitted in the proposal.**
- e. The FSMC shall warrant that all meals will be served at appropriate temperatures and in accordance with all health code rules and regulations. The food will be prepared in a manner that is palatable, and visibly pleasing, complete with condiments if indicated.**
- f. Religious and medical diets conforming to special religious or physician-ordered specifications shall be provided at no additional cost to the County.**
- g. The FSMC shall provide all consumable supplies and food products that are required for the food service operation. Upon termination of the contract, for any reason, the County shall purchase or cause the successor food service provider to purchase all usable supplies and food products at the food service provider's invoice cost.**
- h. Inmate labor will be provided. The inmates shall be selected using the classification process of the Klickitat County Corrections Department.**
- i. Inmates shall be used for the preparation of food, and general sanitation and cleaning of the kitchen.**
- j. Well-defined operational policies and procedures to include, at a minimum, those required by ACA standards, and in concert with County and procedures for service. The County shall develop the policies and procedures necessary to specify the role of food services in a jail setting and to provide liaison between the food service and security staff.**

5. Food Preparation and Transportation

- a. Preparation and/or delivery shall be in accordance with all applicable health and sanitary regulations. FSMC shall ensure health certification requirements are met and remain in good standing.**
- b. Costs for transportation of meals from the preparation location to the Jail will be assumed by the FSMC.**
- c. The County will not pay for meals that arrive spoiled at time of deliver or do not meet specifications defined in the menu.**

6. Purchase and Inventories

- a. The FSMC and the County shall conduct a joint inventory count of all supplies owned by the County and presently located at the Jail prior to initiation of the program. Inventories will continue to be the property of the County. Disposition and/or acquisition of capital equipment must be approved in advance by the County.**
- b. Procurement of supplies and equipment will comply with all state and federal laws applicable to bidding and purchasing. The FSMC will be responsible for purchasing and paying for all food supplies for the County necessary for complying with this agreement on a reimbursable basis. The purchases and prices charged to the County must be reasonable and necessary.**
- c. Any silence, absence, or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the County are to be used.**

7. Facilities and Equipment

- a. The County is responsible for providing existing facilities and equipment for the food service operation. Existing refrigerator/freezer storage at the facility shall be provided by the County for use by the FSMC.**
- b. The County shall be responsible for the repair and maintenance of all facilities and equipment in the food preparation, storage, and delivery.**
- c. The County will provide inventory storage space currently assigned to food service at the kitchen.**

- d. In the event the FSMC's proposal calls for additional equipment or building modifications, this should be indicated in a plan included in the proposal along with costs, detailed descriptions, and locations. The County will be responsible for the purchase, delivery, and installation of said equipment.
- e. The FSMC shall not use County facilities for other than County-approved business.
- f. The County will provide a suitable office area within the Facility for the FSM. Suitable office furnishings and equipment shall be provided, as agreed upon by the FSMC and the County, as well as adequate maintenance of equipment and custodianship of premises. Sufficient telephone service will be provided by the Facility as established by contract.

8. Finance and Accounting

- a. Books and records of the FSMC pertaining to the facility food service operation must be maintained and shall be available as required by state and federal regulations for inspection and audit by the County
- b. State sales taxes and federal excise taxes are not to be included in any item of this proposal, for purposes of comparison.
- c. Expenses incurred by the FSCM shall include all FSMC employee wages and benefits, policy and procedure development, travel, publications, subscriptions, and required insurances as detailed in this RFP
- d. The County shall be responsible for all expenses related to existing kitchen equipment, repairs or replacement of equipment, office supplies. Additional equipment for the kitchen may be negotiated based on need.

9. OSHA AND WISHA REQUIREMENTS

In submitting a response to this RFP, the FSMC agrees to comply with conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), Section 103 of the Contract Work Hours and Safety Standards Act that addresses overtime and compensation, and the standards and regulations issued thereunder and certifies all items furnished and purchased under this order will conform to and comply with said standards and regulations. The FSMC further agrees to indemnify and hold harmless the County from all damages assessed the County because of FSMCs failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.

10 PRISON RAPE ELIMINATION ACT (PREA)

The FSMC acknowledges that Klickitat County has a zero-tolerance policy regarding sexual assault and harassment in accordance with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.). The FSMC further acknowledges compliance with all applicable PREA Standards, Klickitat County Policies related to PREA and Klickitat County Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Klickitat County Facilities. The FSMC acknowledges that, in addition to "self-monitoring requirements" Klickitat County may conduct announced or unannounced compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and County policies, may result in immediate termination of contracts resulting from this RFP.

11. CLEAN WATER ACT

The FSMC must comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Energy Policy and Conservation Act, Executive Order 11738 and EPA regulations. Violations will be reported by Federal Nutrition Services (FNS). FSMC will not utilize a facility listed on the EPA List of Violating Facilities.

12. PRE-PROPOSAL CONFERENCE

There will be NO pre-proposal conference or site tours scheduled for this RFP. Proposers wishing to tour the facilities prior to the proposal due date may make arrangements by contacting the RFP Coordinator.

13. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about April 1 2025 and will end on April 1 2026. Amendments extending the period of performance, if any, shall be at the sole discretion of the County.

14. PRICING

Compensation will be paid on a per meal basis. During the contract period(s), the stated price of the contract's proposal may be adjusted based on the Consumer Price Index ("CPI"), as follows:

At the beginning of each contract extension, the prices shall be increased or decreased by the same percentage of change in the Consumer Price Index for All Urban Consumers: U.S. City Average – Food Away from Home for the 12-month period ending March of the current contract year. In no event shall the increase in the contract amount exceed 5%. If the Bureau of Labor Statistics ceases to publish that index in its present form, the parties shall substitute another index to reflect inflation in comparable terms.

Standard penalties for not meeting staffing requirements are 150% of the hourly rate for hours not provided during the reported month for on-site staff.

15. CONTRACTING WITH FORMER WASHINGTON PUBLIC EMPLOYEES

Washington State Department of Retirement System reporting requirements apply to public entities contracting with former Washington public employees pursuant to WAC 415-02-110, DRS Email 13-011 and DRS Email 09-001. Proposers should familiarize themselves with these reporting requirements to the County before submitting a proposal that includes former public employees. Information regarding these requirements can be found on the WA Department of Retirement System's Independent Contractor Verification and State Retirement Status Reporting Form located on the last page of this document.

16. DEFINITIONS-Definitions and abbreviations for the purposes of this RFP include:

Apparent Successful Contractor – The contractor selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Code of Federal Regulations (CFR) - the codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal government.

County – Klickitat is the County in the state of Washington that is issuing this RFP.

Food Service Management Company (FSMC) – a commercial enterprise or a nonprofit organization.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or company that submits a proposal in order to attain a contract with the County. For the purpose of this RFP, the terms “contractor,” “vendor,” “proposer,” “provider,” and “FSMC” may be used interchangeably.

USDA – United States Department of Agriculture. USDA Food Programs support domestic nutrition programs and American agricultural producers through purchases of domestic agricultural products for use in schools and institutions.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the contractor community to suggest various approaches to meet the need at a given price.

17. GENERAL INFORMATION FOR CONTRACTORS

A. Estimated Schedule of Procurement Activities

Issue Request for Proposal	March 17 2025
Question and Answer period ends	April 11, 2025
Issue last addendum to RFP	April 18, 2025
Proposals due	April 21 2025
Contract start date	60 days after contract is awarded

**** The County reserves the right to revise the above schedule.**

18.SUBMISSION OF PROPOSALS

Proposers are required to submit one copy of their proposal, either by mail or e-mail. Regardless of delivery method, the proposal must arrive at the County no later than 4:00 PM, Pacific Standard Time or Pacific Daylight Time on **April 21, 2024**.

If sent via mail the proposal envelope should be clearly marked:

Klickitat County Dept of Corrections

Attn: Bill Frantz 205 S Columbus Ave Room 223 Goldendale WA 98620

Proposals can be e-mailed to Bill.Frantz@klickitatcounty.org. Proposals shall be attached as one PDF attachment and the subject line shall read "Proposal Submission: **RFP #2025 ******* : Receipt of proposal submissions will be acknowledged via email reply.

Contractors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Contractors assume the risk for the method of delivery chosen. The County assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the County and will not be returned.

19. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of the County and shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

DEVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals, who have made the RFP Coordinator aware of their interest.

The County also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

ACCEPTANCE PERIOD

Proposals must provide 15 days for acceptance by County from the due date for receipt of proposals.

RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Contractor is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

MOST FAVORABLE TERMS

The County reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Contractor can propose. There will be no best and final offer procedure. The County does reserve the right to contact a Contractor for clarification of its proposal.

CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the County's standard purchased services contract and in accordance with the general terms and conditions therein.

In no event is a Contractor to submit its own standard contract terms and conditions in response to this solicitation. The Contractor may submit proposed exceptions as allowed with the Certifications and Assurances form, Attachment A to this solicitation. All exceptions to the contract terms and conditions must be submitted by Contractor or the standard contract shall be deemed accepted, as attached. The County will review requested exceptions and accept or reject the same at its sole discretion in awarding the contract.

COSTS TO PROPOSE

The County will not be liable for any costs incurred by the Contractor in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

NO OBLIGATION TO CONTRACT

This RFP does not obligate the County to contract for services specified herein.

REJECTION OF PROPOSALS

The County reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

COMMITMENT OF FUNDS

The Board of County Commissioners are the only individual(s) who may legally commit the County to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

INSURANCE COVERAGE

The Contractor is to furnish the County with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the County by the contract effective date.

The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended.

The following coverages shall be provided:

Comprehensive General Liability. (Bodily Injury including death, property damage	1,000,000	Per Occurrence Aggregate
Workers Compensation	Statutory Amount	

Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and

endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement.

20. Proposal Contents

A. Mandatory Requirements

Proposals must be written in English and submitted and/or formatted on eight and one-half by eleven-inch (8 ½" x 11") paper. The following items are mandatory for all proposal submissions and shall be completed and submitted in the order noted below:

1. Cover Letter
3. Qualifications
4. 21-Day Cycle Menus
5. Fee Schedules

B. Cover Letter

The Cover Letter must be signed and dated by a person authorized to legally bind the FSMC to a contractual relationship. The Cover Letter shall include the following:

1. Expression of interest in providing the food service management services to Klickitat County, and attest to the accuracy of the entire proposal.
2. A statement acknowledging adherence to all minimum qualifications and work requirements, clearly noting any areas of non-conformance.
3. Indicate the proposal will remain valid for at least 60 days.
4. Provide the name, address, telephone, and email address of the FSMC.
5. Describe any current, pending, or past litigation (within the last 10 years) to which the firm has been, is, or is expected to be a party.
6. Outline all conflicts of interest, or potential conflicts, that may exist for your firm in relation to providing the required services for Klickitat County.
7. If the Contractor has had a contract terminated for default (due to Contractor's non-performance or poor performance) in the last five years, describe such incident.
8. If the Contractor's staff or subcontractor's staff was a public employee within the state of Washington during the past 24 months, or is currently a Washington public employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.

C. Qualifications

Include information regarding how your company would provide ongoing maintenance service.

1. Describe the experience and capabilities in providing similar services to those required in this RFP. Include with this section a resume of all relevant experience with adult detention centers in the last five (5) years. The following information must be included:
2. The name of the establishment work was performed for.
3. The contact's name and telephone number for the agreement.
4. The address of the establishment.
5. Dates of contract execution and termination, if applicable.
6. If the contract is no longer in place, include circumstances that lead to the expiration or termination.
7. Describe the proposed staffing plan with the number of actual hours per week to be worked on site.
8. If Food is prepared off site and delivered to the Jail describe how that will be accomplished.

D. **21 Day Cycle Menus**

Develop and include a 21-day cycle menu. Each schedule shall include breakfast, lunch, and dinner in compliance with all local, state, and federal requirements. Upon contract award, any changes made by the successful FSMC must be approved by the County.

E. **Fee Schedule**

Provide pricing schedules for the first year of an anticipated agreement using a per meal model. To assist with the determination of a proposed amount, assume the daily population is 33. Pricing shall include all travel, labor, materials, equipment, expenses, reporting, licensing, taxes, and any other required expenditures necessary for successful contract completion.

F. COST INCENTIVES (OPTIONAL)

If a vendor would like to propose a deviation from the specifications in this RFP for the purpose of lowering cost and/or improving performance, it is encouraged to do so. In that case, the vendor should (a) provide a complete written description of the deviation, (b) an explanation of how the deviation still achieves the underlying goal of the specifications, and (c) a statement that it is prepared to satisfy the specifications as originally stated in this RFP in the event that the County declines the proposed deviation.

21. Evaluation and Contract Award

A. Evaluation Procedure

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by the County, which will determine the ranking of the proposals.

B. Evaluation Weighting and Scoring

The following weighting and points will be assigned to the proposal for evaluation purposes:

Cost of Services	30	Maximum points
FSMC qualifications	25	Maximum points
Menu options	15	Maximum points
References	25	Maximum points
Responsiveness	5	Maximum points
Total	100	Points

The County reserves the right to award the contract to the Contractor whose proposal is deemed to be in the best interest of the County.

C. ORAL PRESENTATIONS/ PRODUCT DEMONSTRATIONS (MAY BE REQUIRED)

The County may, after evaluating the written proposals, elect to schedule oral presentations of the finalists. Should oral presentations become necessary, the

County will contact the top-scoring contractor(s) from the written evaluation to schedule a date, time and location. Commitments made by the Contractor at the oral interview, if any, will be considered binding.

The oral presentation will determine the apparent successful contractor OR the scores from the written evaluation and the oral presentation combined will determine the apparent successful contractor.

D. NOTIFICATION TO PROPOSERS

The County will notify the Apparently Successful Contractor of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail or facsimile.

E. BRIEFING OF UNSUCCESSFUL PROPOSERS

Any Contractor who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Contractor Notification is e-mailed the Contractor. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Goldendale, Washington on the third business day following the transmittal of the Unsuccessful Contractor Notification. The debriefing must be held within three (3) business days of the request. Discussion at the debriefing conference will be limited to the following:

1. Evaluation and scoring of the Contractor's proposal;
2. Critique of the proposal based on the evaluation;
3. Review of proposer's final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person, virtually, or on the telephone and will be scheduled for a maximum of one hour.

F. Protest Procedure

Protests may be made only by Contractors who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Contractor is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, on the third business day following the debriefing. Protests shall be submitted by e-mail but must then be followed by the document with an original signature.

Contractors protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Contractors under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

1. A matter of bias, discrimination or conflict of interest on the part of an evaluator;
2. Errors in computing the score;
3. Non-compliance with procedures described in the procurement document or County policy.

The final determination of the protest shall:

1. Find the protest lacking in merit and uphold the County's action; or
2. Find only technical or harmless errors in the County's acquisition process and determine the County to be in substantial compliance and reject the protest; or
3. Find merit in the protest and provide the County options which may include:
4. Correct the errors and re-evaluate all proposals, and/or
5. Reissue the solicitation document and begin a new process, or
6. Make other findings and determine other courses of action as appropriate.

Klickitat County Dept of Corrections in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Klickitat County Dept of Corrections titlevi@klickitatcounty.org or by calling (509) 773 - 4616.

Aviso a personas con dominio limitado del idioma inglés: Si usted tiene alguna dificultad en entender el idioma inglés, puede, sin costo alguno, solicitar asistencia lingüística con respecto a esta información llamando al (509) 773-4616, o envíe un mensaje de correo electrónico a: titlevi@klickitatcounty.org

Title VI Statement

It is Klickitat County's policy to assure that no person shall, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied benefits of, or be otherwise discriminated against under any of its programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with Klickitat County's Human Resources Department. For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact Klickitat County's Title VI Coordinator at (509) 773-7171 or by email at: titlevi@klickitatcounty.org.