

# Department of Procurement and Contract Compliance

## REQUEST FOR PROPOSAL



**RFP R32205**  
**For**  
**“Inmate Food Services”**

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## **Article I. General Information**

### **Section 1.01      *Method of Source Selection***

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code and Regulations allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

### **Section 1.02      *Purpose***

The Unified Government of Wyandotte County/Kansas City, Kansas, Sheriff's Department is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of providing contractual services, supplies and/or equipment, or a combination there of to the Unified Government for Inmate Food Services.

Vendors providing such services must meet the requirements, as specified herein.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not infer preference and all solicitations will be evaluated equally.

### **Section 1.03      *Existing Environment***

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

### **Section 1.04      *Required Review***

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten days before the time set for opening.

### **Section 1.05      *Protests and Appeals***

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision. The written communication must list the specific areas of protest and suggested remedy. The decision of the Purchasing Director on any protest or appeal shall be final.

### **Section 1.06      *Inquiries - Clarifications***

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the

buyer via fax or email, to the Office of Procurement and Contract Compliance, Room 649, 701 North 7th Street, Kansas City, Kansas 66101, ATTN: Bojan Lugonja. Fax 913-573-5444 or e-mail [blugonja@wycokck.org](mailto:blugonja@wycokck.org). All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

### **Section 1.07      *Amendments & Addendums***

Amendments and addendums will be made by addendum issued only to vendors known to have the Request for Proposal.

### **Section 1.08      *Alternate Proposals***

Offerors may only submit one proposal for each evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

### **Section 1.09      *Implied Requirements***

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise. Any products and services that are not specifically addressed in the RFP, but which are necessary to provide functional capabilities proposed by the offeror must be included in the proposal.

### **Section 1.10      *Project Timetable & Contract Term***

The following timetable establishes the projected dates and times of certain critical events relative to this Request for Proposals, herein represents the Unified Government's best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

<b>September 29, 2022</b>	<b>Distribution of RFP</b>
<b>October 13, 2022</b>	<b>Mandatory pre-proposal conference at 10:00 a.m. at the Wyandotte County Detention Center – Jail Administration 710 N. 7<sup>th</sup> Street, Kansas City, Ks.</b>
<b>October 20, 2022</b>	<b>Deadline for respondents to submit written questions (Noon, CST)</b>
<b>October 27, 2022</b>	<b>Deadline for answering questions from respondents will be provided (5:00 p.m. CST)</b>
<b>November 3, 2022</b>	<b>Proposals due before 2:00 p.m. CST</b>
<b>TBD</b>	<b>Notice of Award</b>
<b>TBD</b>	<b>Contract Start Date</b>

The length of the contract will be from the date of award and continue for a term length of two (2) years. Provided neither the Unified Government nor the vendor has terms in the contract which they require to be changed, this contract may be extended for three (3) additional, one (1) year extension.

Prices quoted for the first twenty-four (24) months of the contract period will be fixed. Bidder stipulates that the total increase per unit price at the time of each renewal will not increase the current cost beyond the CPI increase of the prior 12-month period.

To exercise any portion of the pre-established price increase at time of renewal, the vendor will provide documentation of the prior 12-month CPI indicating that an equivalent price increase is being levied against the bidder. Retail contractors and distributors must submit the same type of letter from their supplier items.

**Price Adjustments:** In the event of a request for adjustment in any contract unit price, the Vendor notifies the Buyer 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 Buyer and in accordance with the Consumer Price Index.

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

The cost increase after the second year will be scrutinized for validity by comparing those real cost increases with the percentage of increase in the U.S. Consumer Price Index.

At any time the guarantees and percentage commission shall not be renegotiated to the disadvantage of the Unified Government. All change shall be made in the form of an addendum to the contract.

Any request to increase the price beyond the prior 12 months CPI period may provide basis to end the contract.

### ***Section 1.11 Location of Work***

The location(s) the work is to be performed is at the Unified Government Sheriff's Department Adult Detention Center in Wyandotte County.

### ***Section 1.12 Proposals and Presentation Costs***

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the offeror in the preparation of their proposal in response to the RFP nor for the presentation of their proposal and/or participation in any discussions or negotiations.

### ***Section 1.13 Disclosure of Proposal Contents***

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG's option. Kansas Open Records Act requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

### ***Section 1.14 Cooperative Procurement***

If the contractor has indicated agreement to participate in the Cooperative Procurement Program, the contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities. The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the Unified Government bears no financial responsibility for any payments due the contractor by such governmental entities.

### ***Section 1.15 Independent Contractor Relation***

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Contractor in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

### ***Section 1.16 Determination of Responsibility***

Per § 29-198 (Duty Concerning Responsibility), before awarding a contract the Procurement Officer must be satisfied that the prospective contractor is responsible.

All offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such offeror. The determination of responsibility shall be governed by Section 29-198 of the Unified Governments Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

### ***Section 1.17 Evaluation***

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Vendors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this RFP.

### ***Section 1.18 Equal Treatment***

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

### **Section 1.19 Award**

The contract shall be awarded in whole or in part to the responsible offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful proposer based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in the protest section.

### **Section 1.20 Tax Clearance for Taxes Owed to Local Governments**

The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition of award. All Contractors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$20,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (Form will **be provided by the Unified Government**).

### **Section 1.21 Notification of Award**

Written notice of award shall be sent to the successful Offeror. The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:

- ☐ Submit a performance bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (*Bond form format will be provided by the Unified Government*)
- ☐ If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (Form will **be provided by the Unified Government**).
- ☐ Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
- ☐ Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- ☐ The Contractor will be required to come into compliance with article 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-86 and 18-87 of the Code of Ordinance of the Unified Government of Wyandotte County / Kansas City, Kansas.



- Contact the Contract Compliance Division located on the 6<sup>th</sup> Floor of the Municipal Office Building, 701 N. 7<sup>th</sup> Street, Kansas City, Kansas 66101, Room 649. Email Ada Yang at [ayang@wycokck.org](mailto:ayang@wycokck.org) or call (913) 573-5446 for information regarding compliance requirements.”
- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.
- All bonds required by this proposal must contain terms and conditions approved by the Unified Government and shall be executed by a surety company authorized to do business in the State of Kansas.

### **Section 1.22      *Right to Reject Proposals***

The Unified Government reserves the right without contest to accept or reject any proposal.

Offerors must comply with all the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not restrict the rights of the Unified Government or qualify their proposal. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities may be waived by the procurement officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute a substantial reservation against a requirement or provision,

If no offerors meet all the mandatory requirements of the Request for Proposals, or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised Request for Proposals to offerors at a later date or may choose to negotiate with those submitting proposals.

### **Section 1.23      *Mistakes in Proposals Discovered Prior to Award***

At any time prior to the specified date and time for submission, an offeror may withdraw or modify a proposal prior to the established due date which is either the time and date announced for the receipt of proposals or receipt of modifications to proposals or if discussion have begun, it is the time and date by which best and final offers must be submitted provided that only offerors who submitted proposals by the time announced for the receipt of proposals may submit best and final offers. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The Unified Government will deal with mistakes in proposals:

- 1) During Discussions: Prior to Best and Final Offers: once discussions are commenced with any offeror or after best and final offers are requested, any offeror may freely correct any mistake

by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers;

- 2) Minor Informalities: Minor informalities are matters of form rather than substance evident from the bid document or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Procurement Officer shall waive such informalities or allow the bidder to correct them depending on which is in the best interest of the Unified Government;
- 3) Correction of Mistakes: if discussions are not held or if the best and final offers upon which award will be made have been received, mistakes may be corrected and intended correct offer will be considered only if:
  - a. The mistakes and the intended correct offer are clearly evident on the face of the proposal in which even the proposal may not be withdrawn; or
  - b. The mistake is not clearly evident on the face of the proposal, but the offeror submits proof of evidentiary value which clearly and convincingly demonstrates both the existence of a mistake and the intended correct offer, and such corrections would not be contrary to the fair and equal treatment of other offerors.

### ***Section 1.24 Mistakes in Proposals Discovered after Award***

Mistakes shall not be corrected after award of the contract except where the Purchasing Director or the head of the User Department finds it would be unconscionable not to allow the mistake to be corrected.

### ***Section 1.25 Ownership of Reports, Drawings, Specifications, etc.***

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data, and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the City.

## **Article II. Standard Proposal Information**

### ***Section 2.01 Authorized Signature***

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least one hundred twenty (120) days from the opening date.

### ***Section 2.02 Pre-Proposal Conference and Site Inspection***

#### **Site Evaluation Conference**

A mandatory site evaluation conference will be held at 10:00am CT on October 13, 2022, in the **Detention Center** training room in the Sheriff's Office, 710 N. 7th Street, Suite 20, Kansas City, Kansas 66101, located in the Justice Complex. It is mandatory for Offerors to attend the site evaluation to submit a proposal.

The purpose of the site evaluation conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Questions asked during the pre-proposal conference will be answered at that time and will not be transcribed. Further, a tour of the Facilities showing Offerors the location of existing equipment will be conducted. This will be the only time available to the Offeror to visit the Facilities during the RFP process. For security reasons, Offeror must submit via email, [blugonja@wycokck.org](mailto:blugonja@wycokck.org), to the Office of Procurement and Contract Compliance ATTN: Bojan Lugonja, Buyer, **Attachment C – Site Evaluation Registration Form** on or before 12:00 noon – **October 10, 2022**. Each Offeror shall be limited to two (2) representatives to attend the mandatory site evaluation.

After **October 13, 2022**, no on-site tours will be scheduled. Failure to adequately inspect the premises shall not relieve the Contractor from the necessity of furnishing and installing, without additional cost to the Unified Government, any material and equipment performing any labor that may be required to carry out the intent of the contract.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

The Unified Government may conduct on-site visits to evaluate the offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the Unified Government reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the procurement officer at the Unified Government's expense.

### ***Section 2.03 Supplemental Terms and Conditions***

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the Unified Government's rights under any contract resulting from the RFP will be considered null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- [b] If the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

### ***Section 2.04 Discussions with Offerors***

The Unified Government may conduct discussions with offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. Discussions may only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the procurement officer.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

### ***Section 2.05 Prior Experience***

The vendor must be organized for the purpose of providing institutional Food Service experience and must have five (5) years previous experience with proven effectiveness in administering large scale food service programs, with a minimum of ten (10) accounts.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

### ***Section 2.06 Evaluation of Proposals***

The procurement officer, or an evaluation committee made up of the procurement officer and at least two Unified Government employees, will evaluate proposals. The evaluation will be based solely on the

evaluation factors set out in section eight of this RFP.

### **Section 2.07 Contract Negotiations**

After completion of the evaluation, including any discussions held with offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the contractor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The offeror will be responsible for all travel and per diem expenses related to contract negotiations.

### **Section 2.08 Failure to Negotiate**

If the selected contractor

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the contractor and the Unified Government, after a good faith effort, simply cannot come to terms,

The Unified Government may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked offeror.

## **Article III. Standard Contract Information**

### **Section 3.01 Contract Type**

*This contract is a Firm Fixed Price with Adjustment contract.*

### **Section 3.02 Contract Approval**

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designate, or the procurement officer. Upon written notice to the contractor, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

### **Section 3.03 Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### **Section 3.04 Additional Terms and Conditions**

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **Section 3.05 Insurance Requirements**

The successful Respondent must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. The Respondent's failure to

provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, nonrenewal, or other change in coverage. The successful Respondent shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are canceled, it will be the responsibility of the successful Respondent to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The Unified Government shall be named as an additional insured. The following minimum coverage is generally required of Contractors providing services:

**Worker Compensation**

Applicable State	Statutory
------------------	-----------

**General Liability**

Each Occurrence	\$500,000.00
Aggregate	\$1,000,000.00

### ***Section 3.06 Bid Bond - Performance Bond - Surety Deposit***

**(a) Bid Bond**

Offerors must obtain a bid bond and submit it with their proposal. The amount of the bid bond for this contract is \$5,000.00. If an offeror is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to the Unified Government. The time limit for negotiation or delivery of a contract is fourteen days from the date the offeror receives notice from the procurement officer. Proposals submitted without a bid bond will be rejected.

**(b) Performance Bond**

Offerors must obtain a letter of commitment for a performance bond from a bonding company and submit it with their proposal. The amount of the performance bond must be equal to the entire dollar value of an offeror's offer for the full term of the contract. If the contractor fails to satisfactorily perform the contract the bonding company which provided the performance bond will be required to obtain timely performance of the contract. The actual performance bond must be obtained from the bonding company and provided to the Unified Government within thirty days of the date of award of the contract. An offeror's failure to provide the performance bond within the required time will cause the Unified Government to reject the proposal.

**(c) Surety Deposit**

In lieu of a performance bond, an irrevocable letter of credit or cash may be substituted. The amount of the surety deposit must be \$10,000.00. Substitution of a surety deposit must be approved by the Purchasing Director prior to its submittal. An offeror's failure to provide the surety deposit within the required time will cause the Unified Government to reject the proposal.

**Section 3.07 Proposed Payment Procedures**

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the project director.

**Section 3.08 Proposed Payment Option**

A Virtual Payment Option is now available. If you would like to learn contact, Lonia Green, Accounts Payable, 913-573-5138

**Section 3.09 Contract Personnel**

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

**Section 3.10 Contract Changes - Unanticipated Amendments**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such.

The contractor will not commence additional work until the project director has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

**Article IV. Required Contractual Terms and Conditions**

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

**Section 4.01 Agreement with Kansas Law**

This agreement is subject to and shall be governed by, and shall be construed according to the laws of the State of Kansas

**Section 4.02 Kansas Cash Basis Law**

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

**Section 4.03 Payment of Taxes**

The Unified Government shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

**Section 4.04      *Disclaimer of Liability***

The Unified Government shall not hold harmless or indemnify the Contractor for any liability whatsoever.

**Section 4.05      *Anti-Discrimination Requirements***

During the performance of this Agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government, setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

If the Contractor shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

The Contractor shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, '18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

The Contractor and the Unified Government, in carrying out this Agreement, shall also comply with all

other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

The Contractor will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

#### **Section 4.06      *Termination for Default***

If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress,

and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Contractor is adjudged bankrupt or insolvent;
- If the Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Contractor or any of his property;



- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Contractor repeatedly fails to supply sufficient services;
- If the Contractor disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

#### ***Section 4.07 Termination for Convenience***

The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified.

The Procurement Officer shall pay the Contractor the following amounts:

All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

#### ***Section 4.08 Disputes***

All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified

Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

### ***Section 4.09      Representations***

The Contractor makes the following representations:

The price submitted is independently arrived at without collusion.

It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Regulations.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Sec. 29-635 (Gratuities and Kickbacks) of the Procurement Code.

It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

### ***Section 4.10      Ownership of Materials***

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall be in the Unified Government.

### ***Section 4.11      Availability of Records and Audit***

The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

### ***Section 4.12      Assignment***

Neither the Contractor nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.

### ***Section 4.13      No Limit of Liability***

Nothing in this Agreement shall be construed to limit the Offeror's liability to the Unified Government as such liability may exist by or under operation of law.

**Section 4.14      *Proposed Payment Option***

A Virtual Payment Option is now available. If you would like to learn contact, Debbie Tipton, Accounts Payable, 913-573-5256

**Section 4.15      *Indemnification***

Vendor shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to Vendor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

**Article V. Background Information****Section 5.01      *Background Information***

The Unified Government of Wyandotte County/ Kansas City, Kansas Is a consolidated city/ county government serving all of the citizens of the City of Kansas City, Kansas and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

The Wyandotte County Sheriff's Office was established in 1861 when Wyandotte County was a territory. The Sheriff is elected by the voters of Wyandotte County to serve a four-year term. The Sheriff's authority is established and outlined by the laws of the State of Kansas. The Sheriff's budget is provided and set by the County Commissioners.

The Unified Government of Wyandotte County/Kansas City, Kansas Sheriff's Office is comprised of three separate divisions: Adult Detention Center, Juvenile Detention Center, Operations and Community and Support Services.

The Unified Government of Wyandotte County/Kansas City, Kansas (The UG) desires to rebid Detention Center Food Service Program for the Wyandotte County Adult Detention and Juvenile Services.

**Article VI. Project Scope****Section 6.01      *Scope of Work***

Scope of Services: Adult and Juvenile Food program.

The Unified Government of Wyandotte County Sheriff's Department is soliciting proposals from experienced, qualified, and proven food service management vendors to provide the Unified Government with a full range of inmate food services for the Adult and Juvenile inmate populations. The vendor shall provide services including, but not limited to labor, product, additional specialty, and software necessary to provide the food services to the inmate population. Proposals will be expected to provide the following minimum services as part of the Food Program:

The Adult Detention Center has 584 beds maximum- and minimum-security jail, with 410 of those beds in maximum security. Adult Inmate population data is provided on the table below.

\*ADP = Average Daily Inmate Population

\*ALOS = Average Length of Stay

**WYANDOTTE COUNTY ADULT DETENTION CENTER (Jail)**

YEAR	TOTAL ADP	IN HOUSE ADP	FARM OUT ADP	#BOOKED	ALOS
2006	467	336	131	15408	12.12
2007	522	331	191	15793	12.6
2008	546	319	227	15749	13.67
2009	517	308	209	15165	13.51
2010	541	274	267	13403	14.68
2011	511	322	189	12363	15.21
2012	499	347	152	12294	13.05
2013	503	341	162	12394	14.86
2014	446	328	118	11179	15.07
2015	439	322	117	10612	15.64
2016	385	314	71	8835	27.8
2017	411	397	14	9292	17.38
2018	428	399	29	9318	18.18
2019	467	403	64	8621	21.25
2020	369	319	50	4017	35.32
2021	442	401	41	5241	30.81

**NUMBER OF MEALS SERVED**

- 2021 463,428 inmate meals, 30,811 staff meals and 23,229 juvenile meals
- 2020 325,305 inmate meals, 24,147 staff meals, and 22,997 juvenile meals

## **Section 6.02     *Deliverables***

### **SCOPE OF SERVICES.**

Contractor shall provide inmates, staff and designated visitors with meals and food service as follows:

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

- Contractor will supply the labor, foodstuffs and preparation materials including sharps, service utensils, dishwashing, sanitation, cleaning supplies and chemicals for food preparation, non-durable kitchen supplies such as uniforms, gloves, and all incidentals necessary to provide for full food service operation for inmates, staff of the Wyandotte County Detention Center. Food services will be required three hundred sixty-five (365) days per year (366 in leap year) three (3) times per day as specified by the Department's Warden.
- Contractor will supply and assume all costs of operation for labor, food, preparation materials including sharps (sharps are knives or anything with a blade,) and service utensils, non-durable kitchen supplies such as uniforms, gloves, and all incidentals necessary for full food service operation. Labor is defined as personnel hired by the Contractor and on Contractor's payroll. The Contractor will pay all wages, fringe benefits and payroll taxes.
- Food and food service contractors and subcontractors will meet all applicable federal, state and local guidelines.
- Contractor will purchase, receive, store, prepare, produce, and package food to meet the prescribed menu. All foods must be prepared on site.
- Contractor will serve tasty, visually appetizing, wholesome, nutritious, quality food at the correct serving temperature, portion, and at the proper times as designated by the Warden.
- The contractor shall also be responsible for training their personnel on the safe and proper usage of the kitchen equipment.
- Vendor shall accept County Penalty Schedule attached to this solicitation.
- Contractor must provide contingency plans to provide service in the face of unforeseen events, i.e., power failure, fire, flood, or a labor walk out which would cripple the normal operation.
- Contractor will provide religious, medical and vegetarian diets described as Special Diets.

### **6.03     SPECIAL DIETS.**

The following Special Diets may be required at any given time during the term of the Contract:

- BHT AND BHA ALLERGY/SENSITIVITY
- CLEAR LIQUID DIET
- CORN ALLERGY/SENSITIVITY
- DIABETIC CALORIE CONTROL DIETS
- EGG ALLERGY/SENSITIVITY
- FLUID MILK-FREE DIET
- FOOD SENSITIVITY
- FULL LIQUID DIET
- HEART HEALTHY
- LOW SALT DIET - NO ADDED SALT
- PEANUT ALLERGY/SENSITIVITY
- PUREED DIET
- RELIGIOUS DIET
- RENAL DIET
- SOY PROTEIN ALLERGY/SENSITIVITY
- SPECIFIC ALLERGY AND FOOD SENSITIVITY DIETS

#### 6.04 **MEAL SERVICE SCHEDULE.**

Meals shall be prepared three (3) times per day, with preparation completed and food ready for distribution no later than the times designated. In the event that regular trays cannot be used, the Contractor, at their expense, shall provide Styrofoam products. Should the use of Styrofoam be required, the Shift Commander shall be notified.

##### Inmates

- |          |            |                  |
|----------|------------|------------------|
| 6.04.1.1 | Breakfast- | 7:00 a.m. - Cold |
| 6.04.1.2 | Lunch -    | 11:00 a.m. - Hot |
| 6.04.1.3 | Dinner -   | 5: 00 p.m. - Hot |

There shall be not more than fourteen (14) hours between the evening meal and the breakfast meal except for emergency situations.

Based upon Work Release inmate schedules, early breakfast meals may be required by 3:00 a.m. and shall be that which is listed on the menu. This will be reviewed by the Shift Commander.

#### 6.04.2 **Wyandotte County Detention Center Staff Meals**

- |            |   |
|------------|---|
| 6.04.2.1   | Staff meals shall be served at the following times.   |
| 6.04.2.1.1 | Lunch 11:00 a.m. - 2:00 p.m.  |
| 6.04.2.1.2 | Dinner 4:00 p.m. - 6:00 p.m.  |
| 6.04.2.1.3 | Overnight Reach-In Prepared dinner for staff located in reach-in coolers  |
| 6.04.2.2   | Staff persons requesting a meal shall be required to sign the Staff Meal Form. The number of meals shall be limited to the number of staff signing the form. This shall be verified on a weekly basis by the Warden or designee. For staff, all condiments shall be in individual, pre-packaged sizes. The average number of staff meals per week is 337. |

**6.05. FOOD SERVICE PERSONNEL STAFFING REQUIREMENTS.**

6.05.1 Contractor provides the Warden with a list of personnel used for designated job assignments in the department. The Food Service Director maintains, on file, qualifications of each person on payroll. The Warden may at any time instruct to Contractor to remove, for just cause, any of the Contractors' assigned personal from access into the facility. The Contractor's employees, vendors, sub-contractors, agents and representatives, may be subject to criminal records checks by the Warden and random drug test at the Contractor's expense.

Contractor must provide adequate food service personnel 365 (366 leap years) days per year for a successful operation. At a minimum, staffing shall include one (1) Director, one (1) Manager and three (3) Supervisors present and supervising the preparation of three (3) meals. *With the proposal, the offeror should include a two (2) week staffing schedule.*

**6.05.2 The County will supply ten (10) inmate workers per shift, Dietary Staff to be determined by the Director To work within the kitchen.**

6.05.3 Should the Food Service Director or Food Service Manager Position become vacant, at any time the Contractor shall have twenty-one (21) calendar days to fill the position but shall immediately appoint an Acting Director. Should the position remain unfilled after the 21-day period, the Contractor shall pay the County \$1,000 and \$100 per day thereafter until the position is filled by an individual acceptable to the County. The Warden shall have the power to waive this fine or extend the time period in which the vacancy must be filled following a consultation with the Food Service Warden or Manager.

6.05.4 The Contractor shall provide a breakdown of employees' salaries by direct labor rate per hour and loaded rate per hour with the signed County Contract. The Warden shall be provided the actual hourly and loaded rate for each employee hired at the time they begin employment.

**6.06. FOOD QUALITY REQUIREMENTS.**

6.06.1 A statement of nutritional adequacy, prepared by a registered dietician, detailing the caloric and nutritional content of the menu, will be included in the bid proposal.

6.06.2 All foods served shall be wholesome and free from spoilage and decay. Uncooked items such as fruits and vegetables shall be clean and free from blemishes.

6.06.3 Cooking temperatures and cooking time shall be regulated in order to retain nutrients and to serve palatable and attractive food.

6.06.4 All food items purchased by the Contractor in connection with this Contract shall meet and comply with all Local, County, and State Codes, Regulations and Laws and be from approved sources.

6.06.5 All institutional meat purchases shall meet the "General Requirements" as formulated by the U. S. Department of Agriculture. All applicable items shall have grading certificates.

6.06.6 All deliveries of potentially hazardous foods shall conform to the Kansas State Department of Health and Mental Hygiene regulations governing temperature maintenance during transportation.

6.06.7 Grade minimums and standards for food items shall be as follows:

**6.06.7.1 Seafood / Fish**

6.06.7.1.1 All seafood shall be of the best quality and fresh chilled or frozen and must conform to all standards and regulations of any Health Department or agency having jurisdiction over the processing, packing, sale, transportation, or distribution of seafood.

6.06.7.2 Poultry- United States Department of Agriculture Grade A or better.

6.06.7.2.1 All poultry, fresh or frozen, shall have been inspected and passed for wholesomeness by the USDA, and shall be Grade A or better.

**6.06.7.3 Meats. All meats shall have been inspected and passed by the U.S.D.A. and shall be graded as follows:**

6.06.7.3.1 Beef - U.S.D.A. Grade A or better

6.06.7.3.2 Ground beef- U.S.D.A. Utility or better not to exceed 25% fat.

6.06.7.3.3 Grading certificate must be provided where required.

6.06.7.4 Fruits and Vegetables (Canned or Frozen) Extra Standard or better

6.06.7.4.1 All canned food shall be USDA inspected and no less than Grade A or Extra Standard; except that Grade B may be used for soups, stews, purees, and similar items.

6.06.7.5 Eggs U.S.D.A. Grade A medium

6.06.7.5.1 All fresh shell eggs shall be USDA Grade A medium or better. All fresh, liquid, frozen or dried eggs must be pasteurized and processed under continuous inspection of the USDA. All cans and packages must bear the USDA seal showing the date of inspection. Frozen Eggs once thawed, must be used and may not be refrozen.

6.06.7.6 Fruits and Vegetables (Fresh) - USDA No. 1

6.06.7.6.1 All fresh fruits and vegetables shall be top grade, depending on the specific fruit or vegetables and its use in preparation of finished products.

6.06.7.7 Dairy Products and Cheese -USDA Grade A

6.06.7.7.1 All dairy products must conform to Kansas State Department of Health and Mental Hygiene standards. Fluid milk must contain a minimum of 400 IU of Vitamin D and 2,000 IU of Vitamin A per quart.

6.06.7.8 Frozen Foods

6.06.7.8.1 All frozen foods shall be USDA Grade AA or A depending on the specific food and shall have been packed under continuous inspection of the USDA.



6.06.7.9 The Warden or his/her designee shall make regular unannounced inspections of food items to ensure the food labels meet or exceed grade minimums.

6.07. **REGULAR MENU.**

6.07.1 Contractor shall submit a menu, along with a nutritional analysis that meets or exceeds all applicable guidelines. The menu and analysis shall be approved and dated by a registered dietician. Changes may be made to this menu on a seasonal or otherwise designated basis, as agreed upon by the Warden or his/her designee and the Contractor.

6.07.2 Menu cycle will run no less than three (3) weeks (21 days). Menus shall be planned in advance by the Contractor and shall follow the three (3) week cycle pattern for the period planned. Menus for the period covered shall provide sufficient variety and should be designed with the inmate population in mind.

6.07.3 Proposed menus shall be submitted to the Warden for review and approval at least fifteen (15) days in advance before the first effective day of the menu.

6.07.4 Items which are disapproved by the Warden shall not be served. Contractor will provide alternatives to rejected items within five (5) days to the Warden for approval. Pork or pork byproducts may not be served to the inmate population but may be served to Staff.

6.07.5 Portion sizes will be specified on the proposed menus and will be cooked weight or identified as raw weight.

6.07.6 Minimum condiments selection shall be as follows:

ITEMS:

1. Margarine
2. Catsup
3. Mustard
4. Salad Dressing (variety)
5. Onion, relish, tartar sauce
6. Sugar packets

6.07.7 The menu shall be evaluated on a semi-annual basis by the Warden or his/her designee. Changes shall be incorporated into the menu and approved by a registered dietician within thirty (30) days.

6.07.8 The Contractor shall keep the ingredient and nutrient analysis/recipe information on file for all prepared menu items purchased for the meal service.

6.07.9 Menu Changes. Menu changes for any reason shall be approved in advance by the Warden or in his/her absence the Shift Captain or in his/her absence the Shift Commander/Shift Sergeant. In relation to the Performance Requirements regarding this issue, the only acceptable reasons for a menu change are:

6.07.9.1 Late delivery of food and dry stores.

6.07.9.2 Unexpected population surge of fifty (50) or more.

6.07.9.3 Malfunctioning equipment ruined food preparation.

6.07.9.4 Power outage or natural disaster.

6.07.10 The Contractor shall submit a written justification for any menu change on the same date it occurs to the Food service Monitor. This report shall include the name of the facility employee contacted regarding the change.

6.07.11 Specific menu concerns:

6.07.11.1 Bread products shall be listed as the number being served, i.e., 2 rolls, 2 slices, etc.

6.07.11.2 Casseroles should be served to ensure that each tray receives an equal amount of contents in the casserole.

6.07.11.3 Menus shall not develop patterns of products over several days, i.e., casseroles, patties, eggs, rice, etc. These items shall be separated to ensure inmates do not receive items two and three days in a row.

6.07.11.4 Fresh fruit and vegetables are to be relatively unblemished and of an appropriate taste. Lettuce will not be wilted or brown in color either due to age or manner of storage.

6.07.11.5 Bag lunches for inmates attending courts, working on County supervised jobs, or assigned to work release shall include a minimum of two (2) sandwiches (2 oz. of meat and 1 oz. of cheese) or one jelly (1 oz.), 1/2-pint fruit drink and fruit or dessert, and shall be equal to the caloric content of a regular meal. Whole fruit should not be included in the lunches designated for court.

#### 6.08. **MEAL QUALITY.**

6.08.1 The assigned kitchen staff shall review each meal served to ensure it is acceptable and conforms to the menu. Any meal found unacceptable, e.g., taste or manner prepared (uncooked) shall be refused by the Shift Commander and brought to the attention of the Food Service Manager or Cook on Duty. When appropriate, the meal may be re-prepared to correct the problem as long as such preparation conforms to food service guidelines regarding the same. When this is not possible, the Shift Commander shall direct the Food Service Manager or Cook on duty to replace the unacceptable portion of the meal with a substitute item. All actions taken shall be documented in a general information report to Warden and the Food Service Monitor.

6.08.2 Any meal found unacceptable by an inmate(s) shall be reported by the Officer on the post to the Shift Commander and the Food Service Manager or Cook on Duty. When the meal is determined to be unacceptable by the Shift Commander or the Food Service Employee, it shall be replaced with the same item that is acceptable or a substitute, if necessary.

6.08.3 Any meal found to be unacceptable shall be replaced at no cost to the County. Where more than fifty (50) trays are replaced, and the decision to do so is not one of convenience as determined by the Shift Commander, the Contractor shall be considered as not conforming to the performance requirements.

**6.08.4 JUVENILE REQUIREMENTS.**

The Child Nutrition & Wellness Section of the Kansas State Department of Education, hereinafter referred to as KSDE, administers Child Nutrition Programs at the local level. Federal regulations per National School lunches will be followed.

**WYANDOTTE COUNTY JUVENILE DETENTION CENTER**

<b>YEAR</b>	<b>AVERAGE DAILY POPULATION</b>
2019	19.3
2020	22.2
2021	16.3

**6.09. AUDITS.**

6.09.1 The Contractor shall comply with all standards as required by the Kansas Department of Children & Family Services, and the Department's policies and procedures.

6.09.2 Failure to meet any standard of the Kansas Department of Children & Family Services, during the formal audit, shall be considered non-performance of Contractor's duties.

**6.10. CONTRACTOR PERSONNEL.**

Contractor provides the Warden with a list of personnel used for designated job assignments in the department. The Food Service Director maintains, on file, qualifications of each person on payroll. The Warden may at any time instruct to Contractor to remove, for just cause, any of the Contractors' assigned personal from access into the facility. The Contractor's employees, vendors, sub-contractors, agents, and representatives may be subject to criminal records checks by the Warden and random drug test at the Contractor's expense.

6.10.1 All personnel shall meet the minimum requirements established by the Wyandotte County Sheriff's Office.

6.10.2 All employees shall be twenty-one (21) years of age or older.

6.10.3 The Contractor will provide a trained Food Service Director, with Food Service experience, who will work in conjunction with the Warden and Food Service Monitor. The Warden and all other employees of the Contractor will be subject to review and approval by the Director and Warden of the Wyandotte County Sheriff's Department. All personnel shall be required to pass a background investigation conducted by the Applicant Unit of the Wyandotte County Sheriff's office as a prerequisite for initial and/or continued employment prior to starting employment.

6.10.4 All personnel shall comply with current and future State, Federal, and local laws and regulations, court orders, administrative regulations, administrative directives and policies and procedures of the Wyandotte County Sheriff's Department.

6.10.5 The Contractor shall immediately replace or provide required coverage for any employee who is unable to perform assigned activities in a reliable manner, demonstrates an uncooperative attitude or discourtesy, or is deemed unsatisfactory by the Administrator or his/her designee.

6.10.6 Food Service personnel employed by the Contractor will be properly attired in a clean uniform, including shirt, pants, hat or hairnet and disposable plastic gloves. Contractor shall provide uniforms, hair coverings and plastic gloves to its personnel. Contractor shall also provide hair coverings and plastic gloves to inmate food workers. Hair restraints shall be worn by all food service workers during the time they are performing their duties.

6.10.8 Contractor will maintain a properly selected and trained staff at all times serving high quality, properly prepared food at the correct temperature, and portion, within quality guidelines and in the most efficient manner.

6.10.9 Contractor will demonstrate that it is an equal opportunity employer having declared a policy of non-discrimination stating that it will take affirmative action to maintain and promote non-discrimination to race, color, religion, national origin, sex, or age in all phases and levels of employment, including the use of facilities, in accordance with the Civil Rights of 1964 and executive orders thereunder.

6.10.10 All employees of the Contractor will undergo an initial orientation period offered by the Contracting Agency and will be obligated to adhere to all agency policies and procedures. The employee shall not be permitted to work independently until the Contractor determines the employee is properly trained and so advises the Warden or his/her designee in writing.

6.11. **ADMINISTRATION.**

6.11.1 The Contractor shall be responsible for ensuring its staff report any problems or any unusual incidents to the Warden via the Food Service Manager, Food Service, Shift Commander and Shift Captain.

6.11.2 The Contractor shall provide a cellular phone or pager to the Food Service Director and Food Service Manager at no cost to the County. Since cell phone usage is prohibited inside the Detention Center, this equipment is to be used only to contact the Food Service Director while out of the Detention Center facility. In the absence of the Warden or the Manager, Contractor shall designate an employee to act in his/her place and wear the cell phone or pager as noted above. The Contractor shall not bill the County any extra for any employee placed in an acting position.

6.11.3 The Contractor shall ensure that the Food Service Director or designee attends the administrative meetings required by the warden. The Food Service Director or designee shall present any operational problems that need to be addressed. The Food Service Director or designee may be required to attend other staff meetings periodically.

6.11.4 The Contractor shall ensure the Food Service Director advises the Warden or designee whenever the Contractor is unable to provide or maintain the level of services required by the Contract.

6.11.5 A weekly meeting shall be held between Detention Facility Officials, facility staff and appropriate Contractor personnel to review significant issues and changes, and to provide feedback relative to the Food Service Program, so that any deficiencies or recommendations may be acted upon.

6.11.6 The Contractor shall specifically comply with all standards promulgated by the Wyandotte County Sheriff's Department Policy and Procedure, especially those related to food service. The applicable standards and policies are:

**Menu Approval**  
**Frequency of Meals**  
**Health Inspection**  
**Dietary Hygiene Practices**  
**Dietary Medical Screening**  
**Special Diets**  
**Use of Food as Punishment/Reward**  
**Supervision of Food Services**  
**Weekly Inspections**  
**Kitchen Utensils**  
**Toxic, Caustic & Flammable Materials**

6.12. **SECURITY.**

The Unified Government 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 the Sheriff's staff when indicated.

6.12.1 Contractor's personnel shall be subject to all security regulations and procedures at the Wyandotte County Sheriff's Office.

6.12.2 The Department's Director or Warden may restrict any employee's access to the Facility due to security concerns or policy violation.

6.13. **HEALTH DEPARTMENT INSPECTIONS.**

6.13.1 The Contractor shall be inspected by the County Health Department as necessary. These inspections are unannounced and are either required by State statute or may be the result of a complaint received from an anonymous source.

6.13.2 The Food Service Manager, or in his/her absence, the Cook on duty, will escort the Health Department Official on any inspection. Additionally, the Food Service employee shall ensure the Deputy Administrator and the Food Service Monitor is notified of any inspection prior to its initiation.

6.13.3 The Contractor is expected to maintain appropriate management practices to ensure a passing score at any inspection. Should, at any time, the food service area fails a Health Inspection, either before or after the corrected inspection, the Contractor shall be considered in non-performance of its duties, except if failures are due to problems with the physical plant or kitchen equipment, where the Contractor has reported same as problems by Incident Report or Work Repair Orders and the corrections have not yet been completed.

6.14. **SANITATION.**

6.14.1 The Contractor shall be expected to ensure appropriate levels of sanitation are maintained at all times to maintain Health Department standards.

6.14.2 The Contractor shall be responsible for the cleanliness of all food preparation and service areas equipment. All such areas shall be cleaned daily, and the Contractor shall provide detailed policies to ensure this is completed.

6.14.3 The County shall conduct a weekly inspection of all food preparation and service areas and equipment. This inspection shall be recorded on an approved form that shall be reviewed with the Food Service Manager at the Quality Assurance Meetings or as necessary.

6.14.4 All surfaces shall be washed and cleaned to include, tables and chairs in the staff dining room, floors and floor drains in the kitchen, food preparation areas, storage areas, dishwashing and rest rooms to the satisfaction of the Department.

6.14.5 All trash and debris shall be placed in the receptacles or compactor provided by County and directed by the Warden.

6.14.6 The Contractor is to provide routine scheduled cleaning and maintenance of grease traps, and disposal of grease in accordance with the Health Department regulations, exhaust hood ducts and risers from the hood to the mechanical exhaust fan on the building's exterior and fire suppression systems to include periodic testing to ensure code compliance.

6.14.7 The Contractor is to develop a monthly facility sanitation maintenance schedule that designates the frequency and responsibility for the cleaning of all food service areas and equipment. A copy of a plan is to be delivered to the department within thirty (30) days of the commencement of service.

6.15. **UTENSIL INVENTORY AND INSPECTION.**

6.15.1 The Contractor shall adhere to The Wyandotte County Sheriff Department Policy regarding the issuance, use and control of sharp instruments and other kitchen equipment.

6.15.2 The Contractor will conduct an inventory of all sharp utensils at the beginning of each shift and at the end of each day and record same on the designated form, in accordance with The Wyandotte County Sheriff Department Policy.

6.15.3 The Contractor shall conduct an inventory of all utensils at the beginning of each day and at the end of each day in accordance with the Department's policy.

6.15.4 The Contractor shall inventory all cleaning equipment such as brooms, mops, mop handles, dustpans, etc., at the beginning and end of each shift and record said inventory on the designated form. All broken cleaning equipment shall be turned in immediately to the Loading Dock Officer accompanied by a general information report.

6.15.5 The Contractor shall conduct a recorded monthly inventory and inspection of all kitchen utensils, cleaning equipment and destroy any damaged utensils in accordance with the Department's policy.

6.16. **ORIENTATION TO NEW EMPLOYEES.**

6.16.1 The Contractor shall be responsible for ensuring all new food service personnel are provided with documented orientation regarding food services on site at the Wyandotte County Sheriff's office.

6.17. **PERFORMANCE CRITERIA.**

6.17.1 Performance shall be monitored by the Warden or his/her designee on a monthly basis. Failure to meet the criteria listed, at any time, or as designated, shall result in the Contractor being responsible for the Non-Performance Penalty for each instance. The Warden or his/her designee shall document

each penalty, and forward same to the Director, Food Service Director and Food Service Manager. The Director shall have the power to waive any Non-Performance Penalty assessed to the Contractor. After the Director's review, any remaining penalties assessed shall be deducted from the next week's invoice from the Contractor.

6.17.2 Specifications for Performance Criteria not detailed in this RFP, the Wyandotte County Sheriff's office Policy and Procedures Manual, the Contractor's Standard Operating Procedures shall be negotiated between Contractor and the warden within the first thirty (30) days of the Contract. Any violations occurring after that date and within the time frame listed in the Penalty Schedule shall be determined by the warden and shall not be open to interpretation or disagreement by the Contractor.

6.18. **CONTRACTOR RESPONSIBILITIES.**

6.18.1 The Contractor and Contractor's employees will perform the services and work specified using all safety precautions to protect the Contractor, its employees, the County's personnel, property and inmate population. All serving tools and equipment will be stored in a secure and safe manner at a location designated by the County.

6.18.2 The physical facilities made available to the Contractor with operations under this Contract will not be used in connection with operations not relating to or included under this Contract.

6.18.3 The Contractor must maintain a complete and accurate record of food service.

6.19. **COUNTY RESPONSIBILITIES.**

6.19.1 Provide installation, maintenance and repairs of all equipment purchased by the County.

6.19.2 Maintain and repair the physical structure in areas assigned to the Contractor, including necessary painting, maintenance of water, steam, refrigeration, sewer, electrical lines, ventilation, air conditioning, lighting, heating, duct work and exhaust fans for hoods, floor and floor coverings, walls and ceilings provided that the Contractor shall bear the expense of repairs necessary because of Contractor's or Contractor's paid employees' negligence.

6.19.3 Provide all utilities necessary for the operation and performance of the specifications outlined herein.

6.19.4 Provide adequate security for all food service areas.

6.19.5 Provide pest control for all areas assigned to the Contractor.

6.19.6 Provide laundry services for hot pads, towels, etc., used in the food service operations. This does not include Contractor-Supplied uniforms. Contractor and Contractor's employees will be responsible for the cleaning and pressing of their uniforms.

6.19.7 Ensure adequate trash removal facilities and services as deemed necessary to maintain appropriate standards of sanitation.

6.19.8 Ensure adequate ingress and egress, including reasonable use of existing elevators, corridors, passageways, driveways, loading platforms and storage space.

6.19.9 Provide adequate levels of inmate labor at all times; clean uniforms and medical clearance for those inmates assigned to the food service area.

6.19.10 Develop an in-house policy; to be approved by the department that most appropriately facilitates the issuance of accurate meal counts in a reasonable manner.

**Program Enhancement:**

The UG is asking the vendor to provide Program Enhancements along with cost with their proposal. The enhancements shall be quoted separately from the requirements outlined in the language above and are meant to provide an opportunity for the vendors to be creative and allow us an opportunity to review program enhancements that we may not be familiar with but would benefit from having it.

**Transition and Continuity of Services on Expiration of Contract**

**Continuity of Services is critical to the Warden. 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 extend of the phase in, phase out services required.**

The plan shall specify a date for work described in the plan and shall be subject to the Warden'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 "Contractor" shall permit personnel to be hired by a new Contractor without penalty or charge to the UG, the employee or the new Contractor. The current Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews with those employees if needed. If selected employees are agreeable to the change, the current contractor shall release them at a mutually agreeable date and negotiate the transfer of their earned fringe benefits to the new Contractor.

The current Contractor 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 Contractor as to any terms and conditions for sale or transfer of ownership.



## **Article VII. Proposal Format**

**PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE.**

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

### **Proposal – RFP “R32205, Inmate Food Services”**

**Five (5) Copies and One (1) original and one (1) copy of the complete response must be submitted on a flash drive in Word Format** and be included in the hard copy submittal prior to the closing date of your proposal and supplementary material should be submitted to:

**Office of the Unified Clerk, Municipal Office Building  
701 North 7th Street, Suite 323  
Kansas City, Kansas 66101-3064**

**Please include in your submittal:**

- **one (1) non-bound proposal marked “Original”**
- **five (5) non-bound proposal marked “Copy”**
- **one (1) version in MS Word/Excel and Adobe format on a flash drive**

**ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.**

## **Section 7.01 *Proposal Format and Content***

The Unified Government discourages overly lengthy and costly proposals; however, in order for the Unified Government to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

- **Please Tab each Section**
- Proposals must be submitted in a clear and orderly format
- Letter of Interest in providing the services requested in this proposal document. Include history, location(s) and facility hours.
- Statement of Qualifications in providing the services requested in this proposal. Include the abilities, qualifications, and experience of all persons who will be assigned to provide the required service.
- An index must be provided noting each section of the submitted proposal.
- Each section of the submitted proposal must be clearly tabbed for easy access and reference.
- Information in the following exhibits is provided to assist the committee in preparing a response to this Request for Proposal.
- The provided Cost Proposal Form (attachment A) must be provided as the first page of your proposal.

Exhibit A	Sponsor Profile
Exhibit B	21-Day Cycle Menu
Exhibit C	Purchasing Specification
Exhibit D	Participation

Exhibit F	Financial Operating Statements
Exhibit G	Division of Costs for the Food Service Program
Exhibit H	Division of Responsibilities for the Food Service Program
Exhibit I	Sponsor Policies Impacting the Food Service Program

- Provide three (3) contacts similar in scope, size, or discipline to the required services performed or undertaken.
- Provide Transition Plan, including Timeframe

## **Section 7.02                      *Electronic Filing Requirements***

A respondent **may** submit a complete copy of its response on the Unified Government's e-procurement site which can be accessed at; <https://purchasing.wycokck.org/eProcurement> . Also, one (1) copy of the complete response **must** be submitted on a flash drive in MS Word and be included in the hard copy submittal prior to the closing date. If components of the response, such as spreadsheets, pictures, charts, or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the procurement.

### **Section 7.03                      *Introduction***

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal. Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

### **Section 7.04                      *Understanding of the Project***

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

### **Section 7.05                      *Methodology Used for the Project***

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule.

### **Section 7.06                      *Management Plan for the Project***

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the Unified Government's project schedule.

### **Section 7.07                      *Experience and Qualifications***

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- 1. title,
- 2. resume,
- 3. location(s) where work will be performed, and
- 4. itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed.

**Section 7.08      Cost Proposal**

Per Meal cost:	Total Fixed Fee
Juvenile Meal	\$ _____
Adult Inmate	\$ _____
Staff Meal	\$ _____

Value Added Proposals/Incentive

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**Article VIII.      Evaluation and Selection**

**Section 8.01      Selection Criteria**

Unified Government personnel will serve as an evaluation team for evaluating respondents and rating the proposals

**(a) Methodology - 25%**

Proposals will be evaluated against the questions set out below.

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule.

1. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
2. How well does the methodology match and contribute to achieving the objectives set out in the RFP?
3. Does their methodology include a full-scale environmental awareness and plan?

**(b) Management Plan and Project Understanding – 25%**

Proposals will be evaluated against the questions set out below.

How well does the management plan support all of the requirements and logically lead to the deliverables required in the RFP?

1. How well is accountability completely and clearly defined?
2. Is the organization of the project team clear?
3. How well does the management plan illustrate the lines of authority and communication?
4. Does it appear that the offeror can meet the schedule set out in the RFP?
5. Has the contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
6. How well have any potential problems been identified?
7. Is the proposal submitted responsive to all material requirements in the RFP?

**Project Understanding**

Evaluate the firm's project understanding of the Scope of Services required in the RFP as evidenced by their proposal.

1. Were deliverables clearly identified?
2. Did they have the ability to meet the deliverables?
3. Were there any innovative types of programs introduced?

**(c) Personal and Firms Experience and Qualifications - 40%**

Proposals will be evaluated against the questions set out below.

**Personnel**

Consider comparable experience and background of the specific personnel that shall be assigned to the County's team(s) as outlined in the proposal. Are resumes complete?

Also consider the specific involvement of those persons in projects noted in the proposal. Specifically, the program manager and service technicians.

How knowledgeable are the offeror's personnel of the local area and how many individuals have worked in the area previously?

**Firm**

How successful is the general history of the company regarding timely and successful implementation and managing of similar size programs?

How has the company serviced similar size programs for other entities?

**(d) Contract Cost - 10 %**

Overall, a minimum of 10% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences set out in the RFP.

### COOPERATIVE PROCUREMENT

This section is optional, it will not affect award.

#### COOPERATIVE PROCUREMENT WITH OTHER JURIDICTIONS:

- 1) If Wyandotte County awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES\_\_\_\_\_NO\_\_\_\_\_

INITIALS: \_\_\_\_\_

- 2) Sales will be made in accordance with the prices, terms, and conditions of the Request for Proposal and any subsequent contract.
- 3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the RFP or contract unless they are specifically named in the Request for Proposal.
- 4) All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- 5) The UG Buyer is responsible for handling the solicitation and awarding the contract. The UG Buyer has sole authority to modify the contract and handle disputes regarding the substance of the contract.
- 6) Each jurisdiction that is a party to the joint RFP has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

## **Article IX. Attachments**

***Attachment A – Proposal Form***

***Attachment B – Cost Proposal***

***Attachment C – Site Evaluation Form***

**ATTACHMENT A:**  
**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**  
**RFP – R32205**  
**“Inmate Food Service”**  
**PROPOSAL FORM**

**AUTHORIZED SIGNATURE**

**By submission of this proposal, the undersigned certifies that:**

- 1.0 It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this Agreement, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this Agreement, to any broker or agent or any other person;
- 3.0 It has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,
- 4.0 The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
- 5.0 It has the full authority of the Offeror to execute the proposal and to execute any resulting Agreement awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of one hundred and twenty (120) days.

**Authorized Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Federal Tax ID Number:** \_\_\_\_\_



**Attachment B: Cost Proposal**

MEAL TYPE		Total Fixed Fee	
Juvenile Meal			
Adult Inmate			
Staff Meal			

**Value Added  
Proposals/Incentives**

Please list below:

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**ATTACHMENT C: – SITE EVALUATION REGISTRATION FORM**

To attend the mandatory site evaluation at the Facilities listed in RFP 32205 Facility Specifications; this Site Evaluation Registration Form must be completed and returned to Bojan Lugonja at the Unified Government of Wyandotte County via e-mail [blugonja@wycokck.org](mailto:blugonja@wycokck.org) on or before the due date established in the project timetable.

OFFEROR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

MAIN CONTACT TELEPHONE NUMBER: \_\_\_\_\_

Please provide the following information for the Offeror Representative(s) that will be attending the mandatory site evaluation at the date and time established in the project timetable.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

OFFICE TELEPHONE NUMBER: \_\_\_\_\_

MOBILE TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

OFFICE TELEPHONE NUMBER: \_\_\_\_\_

MOBILE TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_