

Umatilla County, Oregon
216 S.E. Fourth Street
Pendleton, OR 97801

Request for Proposals
Jail Food Service

Issuing office, point of contact for information and office where copies of this Request for Proposals (RFP) may be obtained:

Captain Thoren Hearn
Umatilla County Sheriff Department
4700 NW Pioneer Place
Pendleton, OR 97801
(541) 966-3674

1. Description of Project

Umatilla County is requesting proposals for the provision of furnishing on-site food services to include inmate and staff feeding of 18 hot meals a week with 3 cold breakfast and program support services for inmates for a term of 1 year. The number of inmates will be up to 252, and the number of staff will be up to 16.

The services to be provided will include, but are not limited to, the following:

- A. Providing quality food to established health standards;
- B. Establishing and implementing a food service plan;
- C. Providing services to the standards established and required by Umatilla County, State of Oregon, Federal Government, and other governmental agencies;
- D. Establishing and implementing an inmate training program to assist in providing the food services.
- E. Provide an accounting system for intake, storing, distributing and refunding inmate funds.
- F. Managing an inmate commissary program.

2. General Information

To be considered, interested firms must submit four copies of their proposal by mail or courier no later than 4:00 p.m., June 30, 2021, to the Umatilla County Board of Commissioners, Room 121, Umatilla County Courthouse, 216 S.E. Fourth Street, Pendleton, OR 97801. Proposals received by facsimile or electronically are not acceptable.

All proposals received will be evaluated by a committee appointed by the Board of Commissioners. The evaluation committee will make a recommendation as to which bid, if any, should be selected.

3. Schedule of Activities

RFP Issued:

Proposal Submission Deadline: Must be received in room 121 of the Umatilla County Courthouse by 4:00 p.m., June 30, 2021.

Public Bid Opening: June 30, 2021, 4:00 p.m.

On Site Inspection and Oral Presentation (optional): Call the Umatilla County Sheriff Department, (541) 966-3601, to make an appointment for any site inspection. One or more firms may be asked to make an in person presentation about their firm's qualifications to the Board of Commissioners.

Award of Contract:

Proposals received after the date and hour specified above, will not be accepted under any circumstances and will be returned to the proposer unopened. Proposals must be submitted by mail or in person, proposals submitted by facsimile transmission will not be accepted.

4. Incurred Cost

Umatilla County will not be responsible for any cost incurred by prospective firms in preparing or submitting their proposals.

5. Proposals/Cost

In formulating their proposals, respondents are expected to provide a detailed description of the firm's qualifications to provide the services, the precise services that will be provided and the firm's past experience in providing institutional food services and inmate support services. The county prefers to receive bids that state a cost per inmate per meal, with an explanation of hourly costs and the costs of services that comprise the overall bid.

Selection of bid will be based upon a qualifications-based selection procedure. The following evaluation criteria will be used to evaluate proposals and determine which proposer will be awarded this contract. The evaluation criteria listed are not necessarily listed in order of importance.

a. Qualifications, competence, and specific examples of past experience in providing institutional and volume food services.

- b. Adequacy and completeness of the proposal with regard to the information provided. Specific activities that will be accomplished, the purpose and desired effect of the activities and a time line in which all services will be delivered.
- c. Cost, including cost per inmate and staff for each meal.
- d. Financial strength and stability.
- e. Willingness to negotiate on contract terms.
- f. Ability to work with and advise the county and sheriff department as a team to best represent the interests of the citizens of Umatilla County.
- g. Immediate availability upon selection, and at such time required by the Umatilla County Sheriff Department.
- h. Ability, experience and staff to train, supervise and implement program support services for inmates;
- I. Insurable for liability coverage up to \$5,000,000;
- j. Ability to provide quality methods and controls in compliance with legal and county requirements;
- k. Staff adequate to provide necessary services, and for accommodation of existing employees employed in work to be contracted.
- l. Willingness to replace existing oven with one comparable in size and ability.

7. Instructions to Proposers

a. General. Submit your proposal in a sealed envelope clearly marked on the envelope "Proposal for Umatilla County Jail Food Services". Respondents must submit a complete and concise response to this RFP. Proposals must include a statement as to the period of time the proposal remains valid. All proposals received in response to this RFP will be retained by Umatilla County. Proposals should provide complete details concerning the proposers ability to meet the requirements of this RFP. Umatilla County reserves the right to waive informality and minor irregularities in proposals, to reject any and all proposals, and to select the most responsive qualified proposal that best meets the needs of the citizens of Umatilla County.

b. Proposals. All proposals shall be typed and comply in every manner with the requirements of this solicitation. Each proposal must be signed in ink. If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the proposal is made by a corporation, it must be signed in the name of such corporation by a person that is authorized to bind the proposer. Proposals must contain the name, title, address and telephone number of an individual or

individuals with authority to bind the proposer(s) during the period of validity of the proposal. Advertising brochures and generic specifications that are included with a proposal will not be an alternative to specific response to the RFP requirements.

c. **Withdrawal of Proposals.** Proposals may be withdrawn, by written or telegraphic request received from the proposer, prior to the time fixed for opening. Negligence on the part of the proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable until such time as Umatilla County:

1. Specifically rejects the proposal or;
2. Awards a contract and said contract is properly executed.

Proposals must be valid for at least one-hundred-twenty (120) days. The proposer agrees to furnish the services as specified to Umatilla County at the prices and with the warranties/guarantees represented for that period.

d. **Modifications.** Any proposer may modify their proposal by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communication should not reveal the proposed price but should provide the addition or subtraction or other modification so that the final price or terms will not be known until the sealed proposal is opened.

e. **Acceptance or Rejection of Proposals.** Umatilla County will accept the proposal which, in its estimation, will best serve the interests of Umatilla County, and reserves the right to award a contract to the proposer whose proposal shall be best for the public good. Umatilla County reserves the right to accept or reject any or all proposals received as the result of this RFP, to negotiate with all qualified sources, and/or cancel all or part of this RFP at any time. This RFP does not commit Umatilla County to pay any costs incurred in the preparation and submission of proposals. Without limiting the generality of the foregoing, any proposal which is late, incomplete, obscure, or irregular may be rejected; any proposal having erasures or corrections in the proposal may be rejected; any proposal accompanied with an insufficient or irregular proposal guarantee may be rejected. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

f. **Interpretations.** No oral interpretations shall be made to any proposer as to the meaning of any of the proposal documents. Every request for an interpretation shall be made in writing and addressed to the County Counsel. Any and all such interpretations and addenda will be sent to all prospective proposers. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under its proposal as submitted. All addenda so issued shall become as much a part of this request for proposal document as if bound herein.

g. **Nondiscrimination.** The successful proposer agrees that in performing the work called for by this proposal and in securing and supplying materials, proposer will not discriminate against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry unless the reasonable demands of employment

are such that they cannot be met by a person with a particular physical or mental handicap.

h. Failure to Submit Offer. If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of services covered by this solicitation.

i. Preparation of Proposals. Proposers are expected to examine the specifications, schedule, and all instructions.

Proposers must state a definite time for delivery of all goods and performance of all services.

Time, if stated as a number of the days, will include Saturdays, Sundays and holidays.

The selected proposal shall be incorporated by reference, with modification as agreed to by Umatilla County, into the final contract and shall be binding upon the successful bidder.

Proposers further agree to the following:

1. To examine all specifications and conditions thoroughly.
2. To comply with all Federal, State, and County laws, ordinances and rules.
3. To accept any claims, liens, and demands, and to indemnify and hold harmless Umatilla County for the entire time of the project.

j. Taxes. Taxes, whether State or Federal, shall not be included in proposal prices. Umatilla County is generally exempted from federal taxes, specifically, but not limited to excise and transportation taxes.

k. Employees not to Benefit. No employee or elected official of Umatilla County shall be admitted to any share or part of these proposals or to any benefit that may arise therefrom; but this provision shall not be construed to extend to proposals made by a corporation for its general benefit.

9. Evaluation of Proposals

An evaluation team will judge the merit of proposals received in accordance with the general criteria specified in this RFP. This evaluation team will make a recommendation to the Board of Commissioners, who will then make the final decision to approve and execute the contract.

10. Oregon Public Contracts

All contracts with Umatilla County are governed by Oregon public contract and purchasing law as specified in Oregon Revised Statutes Chapter 279A and B. Any contract shall include the terms set out on the attachment to this document.

ATTACHMENT 1

The request to which this is attached shall be governed by the additional terms and conditions set forth herein:

1. If Umatilla County does not appropriate funds for the next succeeding fiscal year to continue payments for this contract, this contract will terminate at the end of the last fiscal year for which funds have been appropriated. Umatilla County will notify contractor of such non-appropriation not later than thirty (30) days before the beginning of the year within which funds are not appropriated. This provision does not permit Umatilla County to terminate the contract in order to provide similar services for the purpose for which this contract has been entered into. Upon termination pursuant to this clause, Umatilla County shall have no further obligation to Contractor for payments for periods beyond the termination of the contract.
2. The Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or materials for the prosecution of the work provided in the contract.
3. The Contractor shall pay all contributions or amounts due for Workers' Compensation coverage from the Contractor incurred in the performance of the contract.
4. The Contractor will not permit any lien or claim to be filed or prosecuted against Umatilla County on account of any material or labor furnished to the Contractor.
5. The Contractor will pay to the Oregon Department of Revenue all sums withheld from employees pursuant to Oregon statutes.
6. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor, services, or materials furnished to the Contractor or a Subcontractor by a person in connection with this contract as such claim shall become due, the proper officer representing Umatilla County may pay such claim to the person furnishing the labor, services, or materials and charge the amount of the payment against funds due or to become due to the Contractor by reason of this contract. The payment of a claim in this manner authorized by this paragraph shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claim.
7. The Contractor shall promptly, as due, make payment to any person co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, or all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from wages of employees pursuant to any law, contract, or agreement for the purpose of providing for such service.