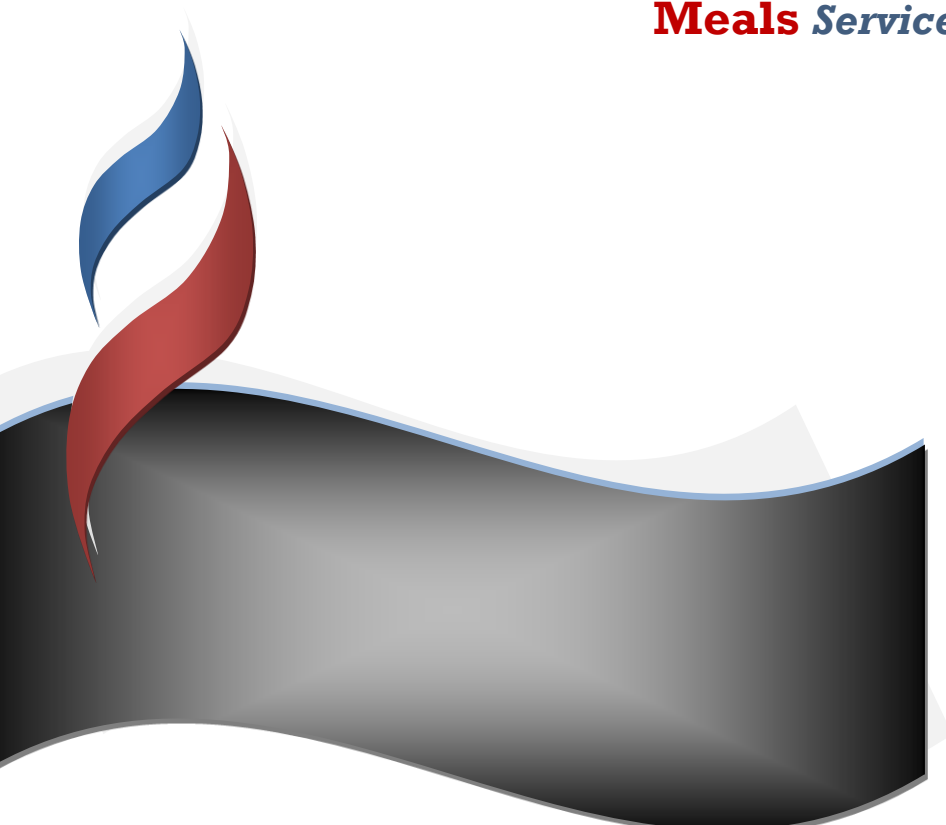




CITY OF KODIAK COMMUNITY JAIL



Request for Proposal – Jail Meals *Services*



Coordinator: Chief of Police

Table of Contents

City of Kodiak	3
Request for Proposals.....	3
Jail Meals for Kodiak Community Jail.....	3
Location: 2160 Mill Bay Road, Kodiak, AK 99615	3
Purpose and Scope of Work	3
Anticipated Timeline.....	3
Evaluation Process/Selection Criteria	3
Proposal Format.....	3
Review of Proposals.....	4
Vendor Communications/Appeals	4
Right of Selection/Rejection, Waiver of Informalities/Irregularities	5
RFP Cancellations/Revisions	5
Business License	5
Insurance Requirements	5
Service Requirements/Conduct of Work	6
Exceptions.....	6
Client References.....	7
Implementation Plan/ Cost Proposal	7

City of Kodiak
Request for Proposals
Meals for Kodiak Community Jail
Location: 2160 Mill Bay Road, Kodiak, AK 99615

Purpose and Scope of Work

The City of Kodiak is soliciting proposals for a meal service supply contract from qualified vendors for inmates incarcerated at the Kodiak Community Jail, located at 2160 Mill Bay Road, Kodiak, Alaska, 99615. Vendors will comply with all applicable federal and state labor, wage and hour, safety and associated laws (sanitation, food storage and food preparation) which have bearing on the services provided. The selected vendor will provide all labor, tools, equipment, materials, supervision, and supplies needed to perform the work described in this request.

Anticipated Timeline

RFP Issued: November 29, 2019

Proposals Due: January 10, 2020 at 2:00 p.m.

Proposal Evaluation: January 10, 2020 at 2:00 p.m.

Contract Award by Council: January 23, 2020 at Regular Meeting

Effective Date of Contract: February 3, 2020

Evaluation Process/Selection Criteria

A vendor will be selected based on evaluation of cost, qualifications, references and their ability to provide a variety of nutritional food. Vendor and/or employees may be required to successfully pass a background investigation and security check conducted by the Kodiak Police Department. Vendor will need to allow the Jail Administrator access to vendor's facilities and operations for periodic inspections.

Proposal Format

Submit one (1) original and one (1) copy of the proposal. The proposal must contain a statement of qualifications and a concise narrative, which addresses the tasks set forth in the service requirements. The proposal shall include a letter of transmittal and the requested attachments.

PLEASE NOTE: The City of Kodiak will not be responsible for the premature opening of, or the failure to open a proposal not properly addressed and identified. Faxed and emailed proposals will not be accepted, and proposals received after 2:00 p.m. on January 10, 2020, shall be considered non-responsive and returned.

Submit Proposals To: Chief of Police, 2160 Mill Bay Road, Kodiak, AK 99615.
Proposals should be organized according to the following outline:

1. Letter of transmittal: A letter shall include the following:
 - a. Vendor's name and address;
 - b. Statement that indicates the proposal is valid for at least ninety (90) days from date of submission;
 - c. Statement that indicates the vendor's willingness to perform the services described in this RFP;
 - d. Statement that staff and other resources which are required to perform the services described in this RFP will be made available by the vendor over the anticipated course of the contract;
 - e. Statement that the signatory has authority to bind the contract; and
 - f. Signature of authorized individual.
2. Vendor Qualifications
3. Vendor Methodology
4. Schedule
5. Requested Attachments

Review of Proposals

Evaluation process: An evaluation committee will evaluate proposals. Each proposal will be independently evaluated by each member of the evaluation committee.

Interviews: At the City's option, vendors may be requested to interview with the selection committee. Vendors will be notified in writing of the interview requirements, date, time, location, and amount of time allowed for an interview/presentation and question and answer period.

The evaluation committee will select the vendor that provides the best overall value to the City of Kodiak. The selected vendor will meet with the City to finalize the scope of work/contract and submit a fee proposal for acceptance by the City Council.

Vendor Communications/Appeals

Upon release of the RFP, all communications concerning the overall RFP should be directed only to the RFP Coordinator listed below in writing. Any oral communications will be considered unofficial and non-binding on the City.

Name: RFP Coordinator – Chief of Police
Address: Kodiak Police Department, 2160 Mill Bay Road, Kodiak, AK 99615
Telephone: 907-486-8000
FAX: 907-486-8925
Email: tputney@city.kodiak.ak.us

Right of Selection/Rejection, Waiver of Informalities/Irregularities

The City of Kodiak reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City. Selection of a vendor solution shall not be construed as an award of contract, but as commencement of contract negotiation, including but not limited to the contract price proposed.

RFP Cancellations/Revisions

The City reserves the right to cancel or issue the RFP at any time. Amendments or a notice of cancellation will be posted to the City's web site. The City reserves the right to change the schedule or issue amendments to the RFP at any time. It is the sole responsibility of the proposer to monitor the City's web site for the posting of such information.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the vendor of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and vendor.

Licenses

The proposer awarded the contract will be required to have a current State of Alaska business license, and, if applicable, be registered for sales tax collected as per City Code 3.08. Vendor must be licensed by the State of Alaska, Department of Environmental Conservation, for sanitation, storage, preparation and service of food.

Insurance Requirements

The City will require the selected vendor to comply with the insurance requirements as regulated by Alaska State Statutes and provide certificate(s) of insurance. Proof of Workers' Compensation Insurance and General Liability Insurance should be attached to the proposal, if required. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of the contract and will be grounds for termination of the contract.

Service Requirements/Conduct of Work

The daily prisoner population can fluctuate between 1 and 22 prisoners. Occasionally, the daily prisoner population can exceed 22 prisoners. Jail staff will notify vendor by predetermined methods of the meal count and any special instructions. The successful vendor will be required to provide nutritionally-adequate meals for all prisoners while this contract is in place. Meals must be nutritional, heart-healthy, well balanced, and met Regular Daily Allowance (RDA) requirement levels set to maintain good nutrition in healthy persons.

Meal service will be required seven (7) days a week, including holidays, for the duration of the jail meals contract. The successful vendor will also be required to provide meals for prisoners with special diets, such as prisoners with religious beliefs that require adherence to a particular practice, prisoners who have been prescribed a special diet by a licensed health care provider or nutritionist, and/or prisoners who are vegetarians.

Monday through Friday (except holidays)

Prisoner meals are served Monday through Friday (except holidays) promptly at 7:00 am, 11:00 am, and 5:00 pm. All meals must be delivered within 15 minutes of serving times. Two meals per day must be hot meals and delivered in container(s) designed to keep food warm.

Saturday, Sunday and Holidays

Prisoner meals are served Saturday, Sunday and holidays promptly at 9:00 am and 4:30 pm. All meals must be delivered within 15 minutes of serving times. Both of these meals are required to be hot meals.

The holidays recognized by this contract are:

New Year's Day
Martin Luther King Day
Presidents' Day
Seward's Day
Memorial Day
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Labor Day
Alaska Day
Veterans Day
Thanksgiving Day
Christmas Day

Exceptions

Proposers may take exception to any of the stated requirements so long as all such exceptions are expressly noted and clarified in the response. Alternatives may be shown and quoted as options.



Client References

Proposal must include a minimum of three (3) current references no more than three (3) years old for directly applicable services, preferably with Kodiak based agencies and businesses. Additional references are allowable if the vendor chooses. References must include the name of the client/agency, contact information (address, phone number and email), contact person who was directly responsible for overseeing the services provided.

Implementation Plan/ Cost Proposal

Proposals must provide a detailed work plan including vendor's methodology (i.e.: check lists, verifications forms, etc.) for implementing the jail meals service. Vendors may provide a quote for one or all meals; however, each meal service (breakfast, lunch, dinner) is to be quoted separately. Vendor shall provide a menu for possible review by a registered nutritionist or dietician to ensure the diets of prisoners comply with Nationally-recommended food allowances. Vendor must indicate if they have the capacity to deliver meals to the Kodiak Community Jail. If the successful vendor cannot deliver meals, then they must be ready for pickup by an authorized representative of the police department as specified above. The contract price confirmed by the City Council will remain firm from the date of award through June 30, 2021, unless scope of work has changed by written notice of the City. Contract may be renewed for a period of five (5) years.

Example of meal service plan to be included in methodology:

Breakfast

Cost per meal:_____

Can be delivered: Yes or No

Sample menu attached: Yes or No

Nutritional information per meal: Calories_____, Carbohydrates_____, Grams_____

Lunch

Cost per meal:_____

Can be delivered: Yes or No

Sample menu attached: Yes or No

Nutritional information per meal: Calories_____, Carbohydrates_____, Grams_____

Dinner

Cost per meal:_____

Can be delivered: Yes or No

Sample menu attached: Yes or No

Nutritional information per meal: Calories_____, Carbohydrates_____, Grams_____



SUPPLY AGREEMENT

THIS SUPPLY AGREEMENT made and entered into this ___th day of _____, 2020, by and between CITY OF KODIAK, an Alaskan municipal corporation, whose address is 710 Mill Bay Rd. Kodiak, AK 99615, hereinafter referred to as "City" or "Kodiak" and _____, a _____, organized under the laws of the State of _____, and having its principal place of business at _____, hereinafter referred to as "Supplier."

WITNESSETH:

WHEREAS, City has solicited proposals for goods in the form of meals for prisoners incarcerated in Kodiak and wishes to purchase from Supplier such goods; and

WHEREAS, Supplier is a provider of such goods and is willing to provide and sell them to City, all upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties hereby agree as follows:

ARTICLE 1. **DEFINITIONS**

For purposes of this Agreement, the following terms, word and phrases, where written with an initial capital letter shall have the following meanings:

1.1 "Products" shall mean meals for inmates incarcerated at the Kodiak Community Jail by Supplier according to specifications. The meal specifications are identified in Exhibit A.

1.2 "Point of Delivery" is the City of Kodiak Community Jail at 2160 Mill Bay Road, Kodiak.

1.3 "Force Majeure" shall mean any event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents in whole or in material part the performance by one of the parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or, governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion.

ARTICLE 2.
SUPPLY AND PURCHASE

2.1 City agrees to purchase from Supplier, and Supplier agrees to supply to City, at the prices determined in accordance herewith, and subject to the terms and conditions hereinafter set forth, the services and products set forth in Exhibit A.

ARTICLE 3.
ORDERS, DELIVERY AND MODIFICATION OF PRODUCTS

3.1 Purchase Orders. The delivery dates will be seven days a week, including holidays, as outlined in Exhibit A and will be the dates the meals are expected to arrive at the Point of Delivery.

3.2 Delivery of Products. Supplier shall deliver the Products within the times (which is of the essence) specified in paragraph 3.1, and at the price specified herein, all in accordance with City's instructions and specifications.

ARTICLE 4.
QUALITY OF PRODUCTS

The quality of all Products delivered by Supplier shall be in accordance with the specifications (Exhibit A), and meet any and all applicable laws and regulations promulgated by any federal, state, local or municipal governmental authority or agency, including, but not limited to, public safety, health and environmental standards.

ARTICLE 5.
PRICES AND PAYMENT REVISED

5.1 Price. The price to be paid by City for the Products purchased hereunder shall be the prices set forth in Exhibit B attached hereto.

5.2 Payment Terms. Payment for delivered Products shall be made via check or by City thirty (30) days from the date of the Bill of Lading for Products ordered and delivered to the Point of Delivery.

ARTICLE 6.
TAXES

Except as otherwise provided in this Agreement, Supplier shall be responsible for and shall pay any and all (a) import duties, (b) gross receipt, income and sales taxes and (c) other governmental charges which relate to the production, delivery and sale of the Products, as such are now or may hereafter be imposed under or by any state, local or municipal governmental authority or agency.

ARTICLE 7.
ACCEPTANCE

7.1 N/A

ARTICLE 8.
FORCE MAJEURE

8.1 Notice. Upon giving notice to the other party, a party affected by an event of Force Majeure shall be released without any liability on its part from the performance of its obligations under this Agreement, except for the obligation to pay any amounts due and owing hereunder, but only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, its cause and possible consequences. The party claiming Force Majeure shall promptly notify the other party of the termination of such event.

8.2 Suspension of Performance. During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by reason of an event of Force Majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder.

ARTICLE 9.
DISPUTES AND GOVERNING LAW

9.1 Disputes. The parties hereto shall submit any disputes arising under this Agreement to non-binding mediation. Should mediation not resolve the dispute within thirty (30) days after one party has demanded mediation from the other party, the dispute may be heard solely in the State of Alaska Superior Court, Third Judicial District at Kodiak, Alaska.

9.2 Governing Law. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Alaska.

ARTICLE 10.
GENERAL TERMS AND CONDITIONS

10.1 Relationship. This Agreement does not make either party hereto the employee, agent or legal representative of the other party for any purpose whatsoever. Neither party hereto is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. In fulfilling its obligations pursuant to this Agreement, each party hereto shall act as an independent contractor.

10.2 Assignment. Each party shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. This

Agreement and the rights and obligation arising hereunder shall not be affected by any change in the corporate structure of ownership of the parties.

10.3 Notices. All notices permitted or required to be given hereunder shall be delivered personally or sent by facsimile or registered or certified air mail, postage prepaid, return receipt requested, addressed to the addresses of the parties hereto as set forth above or to such other addresses as the parties may designate by like notice from time to time. Notices so given shall be effective (a) upon the date of personal delivery, (b) if sent by facsimile, concurrently with the transmission thereof if the sender's machine produces a transmission report without notice of a communication fault, (c) on the third (3rd) business day following the date on which such notice is mailed by registered or certified air mail.

10.4 Entire Agreement. This Agreement, including the Exhibits attached hereto and by this reference made an integral part hereof, constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof, and supersede all previous proposals, verbal or written, expressed or implied, and all negotiations, conversations or discussions heretofore between the parties hereto related to the subject matter of this Agreement.

10.5 Amendment. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written statement signed by both parties hereto.

10.6 Severability. In the event that any of the terms of this Agreement are in conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

10.7 Compliance with Applicable Laws. The parties to this Agreement shall at all times conduct their activities hereunder in accordance with all applicable federal, state and local laws, rules and governmental regulations.

10.8 Waiver. No failure by either party hereto to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

10.9 Counterparts. This Agreement may be executed in two (2) or more counterparts in the English language, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10.10 Remedies Cumulative. Each of the rights and remedies of the parties set forth in this Agreement shall be cumulative with all other such rights and remedies, as well as with all rights and remedies of the parties hereto otherwise available at law or in equity.

10.11 Indemnification. Supplier shall indemnify City and hold it harmless from and against any and all costs including reasonable attorneys' fees, court costs and litigation expenses, losses, expenses and damages incurred by City in connection with any claim or cause of action brought by any third person or party against City which, in whole or in part is based upon or arises out of any breach of any of Supplier's obligations hereunder.

10.12 Captions. The captions of Articles and Sections of this Agreement are included for convenient reference only, shall not be construed as part of this Agreement and shall not be used to define, limit, extend or interpret the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

CITY OF KODIAK

By: _____

Its: _____

SUPPLIER

By: _____

Its: _____

APPENDIX A

Meal Service Requirements

The daily prisoner population can fluctuate between 1 and 22 prisoners. Occasionally, the daily prisoner population can exceed 22 prisoners. Jail staff will notify vendor by predetermined methods of the meal count and any special instructions. The successful vendor will be required to provide nutritionally-adequate meals for all prisoners while this contract is in place. Meals must be nutritional, heart-healthy, well balanced, and meet Regular Daily Allowance (RDA) requirement levels set to maintain good nutrition in healthy persons.

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Independence Day

Labor Day

Alaska Day