

**REQUEST FOR
JAIL FOOD SERVICES AND COMMISSARY PROVIDER FOR
SKAGIT COUNTY COMMUNITY JUSTICE CENTER
AND JUVENILE DETENTION**

SECTION 1 - Introduction

Skagit County is seeking proposals from qualified correctional food service and commissary providers. Any potential service provider must have an extreme attention to detail and awareness of security and safety requirements necessary for working with and alongside the Justice Center and Detention Center population and corrections and detention staff.

Food Provision:

The selected provider will be required to provide three meals, with the breakfast meal being cold, to inmates and staff at the Skagit County Justice Center (SCJC) located at located at 201 Suzanne Lane, Mount Vernon, Washington and three meals plus an evening snack to for juvenile detainees to be delivered to 605 S. 3rd St. Mount Vernon, WA. 98273. Provider must also offer hot commissary for SCJC detainees for purchase. Meals and hot commissary shall be prepared on site at SCJC facilities kitchen using inmate labor. Provider will be required to supervise inmate workers, providing mentoring skills and inmate training services. The supervision of inmates by the staff of the selected provider should focus first on security and meal preparation, but secondly upon assisting the inmate workers to develop both hard and soft employment skills that will increase opportunities for obtaining continuing employment upon release.

Commissary:

Selected provider to provide snacks, various food items, limited clothing, indigent kits, hygiene items and other approved goods for sale. Items for purchase must be stored offsite and delivered to inmates at SCJC. Commissary payment and ordering system must have seamless integration with County's current technology systems for payment, which is Lockdown.

SECTION 2 - Scope of Work

The successful Service Provider generally will provide the following:

- Daily food services include breakfast, lunch and dinner for Skagit County Community Justice Center Inmates, Juvenile Detention detainees and correctional staff. Additionally, Provider will provide an evening snack for those in juvenile detention. Meals and snacks provided to juvenile detention will

require delivery from the Provider to juvenile detention located at 605 S. 3rd St. Mount Vernon, WA. 98273.

- Development and implementation of a food service plan with clear objectives, policies and procedures and with a process of documenting ongoing achievement of contract obligations (annual evaluations of compliance).
- The operation of a kitchen (including kitchen sanitation and cleanliness), using only properly trained, experienced and licensed permitted food service professionals.
- Food services will utilize inmate workers on site at the Justice Center.
- Mentoring and development of transferable job skills to promote inmate worker employment readiness.
- Successful integration with Lockdown for commissary services.
- Provision of commissary items including hot items, food items, limited clothing, hygiene items and indigent kits. **See the attached Scope of Work for further detail on the required deliverables**

SECTION 3 - Provider Selection

All Providers, by submitting proposals, agree that they have read and are familiar with the complete terms, conditions and specifications provided in this request for food and commissary services provider (RFS), and will abide by the terms, conditions, and specifications thereof.

3.1 Contract Form

The selected Provider and County will negotiate contract terms. If Provider has any non-negotiable contract terms, Provider should indicate such as part of its proposal.

3.2 Communications

It is the responsibility of the Provider to read and understand all parts of the RFS. Providers may submit questions concerning this solicitation up to the date listed in the schedule below. All questions and responses will be shared with all Provider that have submitted a letter of intent. All communications regarding this RFS from Providers and other interested parties must be directed through:

CJ Andersen, Administrative Corrections Lieutenant

Skagit County Community Justice Center

Email: candersen@co.skagit.wa.us

Address: 201 Suzanne Lane.

Mount Vernon, WA 98273

Phone: (360) 416-1960

Fax: (360) 416-1924

3.3 Admonition to Service Providers - No Waiver of Formality

Once this RFS has been issued, the individual identified above is the sole point of contact for any inquiries or information pertaining to this RFS. No waiver of any term of the Terms and Conditions contained in this RFS shall be deemed a further or continuing waiver of such term or any other term.

3.4 Instructions to Providers

3.4.1 Schedule

This request for proposals will be managed according to the following schedule:

Formal issuance to Providers	12/23/2025
Letter of intent from Providers	1/13/2026
Notification of SCCJC Tour Attendance	1/21/2026
Tour of SCCJC	1/29/2026 6:30pm
Deadline for submitting questions	2/13/2026
Deadline for Receiving proposal & required responses	2/19/2026
Approximate Date of Notification of Provider Short List	3/3/2026
Provider Presentations (if requested by Skagit County)	To be determined
Scheduled food service start date	5/01/2026

Interested Providers are strongly encouraged to submit a letter of interest to the listed Skagit County Communications contact (see Paragraph 3.2) by 1/13/2026 -to ensure receiving notice of any questions and clarifications concerning this solicitation.

Additionally, Providers who desire to be considered by SKAGIT COUNTY must first complete and submit their proposal to SKAGIT COUNTY by the deadline shown above. Providers who do not complete this submittal by the date set above risk the potential of their proposal not being considered. Further, SKAGIT COUNTY reserves the right to eliminate a Provider from further consideration based on answers provided in the Provider's submittal which do not meet SKAGIT COUNTY's requirements.

3.4.2 Provider Tour

Providers will have the opportunity to tour the SKAGIT COUNTY Community Justice Center's to view the Skagit County Community Justice Center's kitchen layout and very limited on-site commissary storage space (limited to a few shelves) Providers are strongly encouraged to participate in the kitchen tour. The Tour is currently scheduled to occur on January 29, 2026, at 6:30 PM. Providers are limited to sending a maximum of two representatives on the tour. Providers are required to notify the Communications contact (paragraph

3.2) by end of business January 21, 2026. if they are planning on attending the tour. SKAGIT COUNTY has the right to deny entry to anyone and/or restrict any items coming into the jail.

3.4.3 Proposal Submission Deadline

Provider responses and proposals must be received by no later than 5:00 p.m. (PST) on February 19, 2026. Proposals may be submitted by Fax, E-mail or USPS physical mail (physical mail must be received by the deadline) to the above listed contact in Sec. 3.2. ***Any Provider failing to submit information in accordance with the procedures set forth in this Request for Food Service and Commissary Providers may be considered unresponsive and subject to disqualification by SKAGIT COUNTY.***

3.4.4 Submittal Materials

Prospective Providers must provide the following materials as part of their initial submittal:

- Cover Letter, Food Service and Commissary Description which shall contain at a minimum how Provider is going to meet all the requirements set forth in this RFS (including items described in the Scope of Work) and specific descriptions addressing the following information:
 - A. Describe your proposed system for each of the following:
 1. Food Procurement and Inventory Control
 2. Staffing levels, job specifications and descriptions for all positions. At a minimum, there must be at least two staff present anytime inmates are in the kitchen area. Explain your backup plan to maintain minimum staffing. Also, please describe your employee screening and training process.
 3. An employee staffing table indicating the proposed kitchen staffing, including hours covered, supervision, and plans for covering unexpected absences, holidays and vacations.
 4. A description of the inmate training program including curriculum and schedule for training and documentation process.
 5. Number of inmate workers requested and times needed.
 6. Specific types of work assigned to inmate workers.
 7. Planned schedule for monitoring on-site staff.
 8. Experience in working with correctional facilities (a minimum of five years of experience of correctional on food preparation required).
 9. Plan on providing offsite commissary to be delivered to the jail facility. Provision of hot commissary items to be prepared at the jail kitchen. Please include your customer service plan

for addressing issues with order errors, damaged goods, and other commissary order issues.

10. Commissary item list with prices and any applicable pricing increase matrix. See Exhibit A.
11. List of Hot Commissary items including prices.

B. Describe your plans and policies to cover the following emergency situations:

1. Food shortages (including commissary items) and menu changes
2. Lockdowns
3. Equipment failure
4. Staffing shortfalls (both Service Provider staff and Inmate Workers) due to illness, employee denied entry to Justice Center, or other emergencies
5. Extreme weather
6. Utility Outage
7. Food recalls

C. Description of Service Providers proposed quality assurance program including HACCP guidelines.

D. Describe how Service Provider will utilize government surplus or other entitlements

E. Specifically address your capacity and ability to commence food services by MAY 1, 2026.

- Proposed solution and break out of cost to provide meal preparation for Skagit County's Juvenile Detention, and, secondly, the proposed solution and break out of cost to provide meal preparation **INCLUDING** delivery of meals to the Juvenile Detention Center located at 603 South 3rd Street in Mount Vernon, WA.
- Include a Registered Dietitian approved 12-week Cycle Menu (for both Adult and Juvenile) including meal plans for any alternative diets which may be ordered/required by inmates. Please be sure to list AS portion sizes which follow the nutritional guidelines established by the National Commission on Correctional Health Care and assure that the meals provide no more than 33% fat (10% saturated fat). Juvenile meals must be compliant with OSPI and other applicable standards for
 - Sample menus must be representative of the actual menus proposed for service and must include an item-by-item computer nutritional analysis of the menu with a weekly summary indicating the percentage of compliance to the highest Recommended Dietary Allowances and the Dietary Reference Intakes. This analysis must be signed by a registered dietitian and must include a copy of the

dietitian's registration card.

- Completed SKAGIT COUNTY Proposal Submittal Forms (as provided as part of this RFS)
- Service Provider's standard services contract
- Signed Service Provider's Certification and Formal Offer of proposal
- Copy of valid Business License for the State of Washington
- Copies of Employee Training Plan
- References

3.4.5 Time for Consideration

Each Service Provider warrants, by virtue of proposing, the prices quoted in submitted proposal will be good and not revocable by the Provider for an evaluation period of 90 days from the date of proposal opening unless otherwise stated.

3.5 Definitions

The term "RFS" refers to this Request for Food and Commissary Service Providers.

The terms "Project," "Service Contract," "Solicitation," and "Agreement" refer to the project described in this RFS and for which proposals are being solicited.

For the purpose of this RFS, the terms "contractor," "Service Provider," "proposer," and "Provider" are used interchangeably.

Any statement in this document that contains the word "must" or the word "shall" requires mandatory compliance. Failure of the Service Provider to meet this compliance may be cause for rejection of the proposal or cancellation of the contract.

Technical terms used in this RFS are intended to follow industry conventions. Respondents should request clarification of terms wherever there is uncertainty as to the exact meaning.

3.6 Provider Information and Qualifications:

Providers are required as part of its submittals to provide the names and information listed below.

3.6.1 Provider Contract Information

Providers must provide at least the name, office address, telephone number, and email address for each of the parties below. Providers should also provide fax numbers where possible.

3.6.2 Legal Authority

Providers need to provide the company principal, corporate officer or other individuals with the authority to legally bind the Provider.

3.6.3 Account Executive

Providers shall provide the name of the Executive of Provider that will be responsible for managing the business relationship with SKAGIT COUNTY.

3.6.4 Project Manager

Person responsible for the performance of the technical staff engaged to implement the food and commissary service.

3.6.5 Provider Background Information

Provide the following information:

- Parent company (if applicable)
- Name and title of top local executive (nearest office to Mount Vernon, WA)
- Organizational type/structure
- State of incorporation
- Federal Identification Number
- Experience with food services inside a correctional facility.
- Years company has conducted business in Washington State
- Number of agencies served, with focus on number of facilities in the size range with similar service delivery as contemplated by SKAGIT COUNTY
- Additional background information (optional)

3.7 General Requirements

With submission of their proposal, the Provider understands and agrees to the following:

3.7.1 Professional Standing

The Service Provider must be licensed to do business in the State of Washington and not be on the Federal Government suspension and disbarment list. Provider must be able to provide Federal Tax ID numbers, and business license numbers.

3.7.2 References

3.7.2.1 Number of References

The respondent must provide at least three references relevant to the scope of this project. Preference will be given to references

located in the State of Washington.

3.7.2.2 Reference Qualifications

The references provided must have employed the respondent as primary contractor in work similar to that proposed within the past twenty-four (24) months.

3.7.2.3 Reference Information

Agency name, contact name, mailing address, and telephone number must be provided for each reference. A brief description of the work performed to demonstrate the relevance of the reference must be provided for each reference.

3.7.2.4 Additional Information

Service Providers shall provide a list of all detention/correctional facilities in the state of Washington in which Service Provider has performed meal and commissary service in the last five years. SKAGIT COUNTY reserves the right to request and/or obtain additional information as required.

3.7.3 Form and Content of Proposals

3.7.3.1 Legibility and Organization

Proposals must be typed or printed, must be written in English and must be legible and reasonably organized. Pages must be consecutively numbered. Responses must mirror the numbering order used throughout this RFS. The quality, clarity, and organization of the proposal will be one of the evaluation criteria in SKAGIT COUNTY's Service Provider selection.

3.7.3.2 Completeness of Response

Providers must include responses to all of the provisions and items of this RFS using the forms provided herein for their responses.

3.7.3.3 Copies

Two signed printed copies and an electronic copy (on CD-ROM) of the proposal must be provided to the Skagit County Communications Contact listed in paragraph 3.2

3.7.3.4 Signatures

Proposal must be signed by a Provider representative that has legal authority to bind Provider.

3.8 **RFS and Proposal Terms and Conditions**

3.8.1 Right to Withdraw Proposals

Proposals may be withdrawn at any time before signature of contract for any reason deemed appropriate.

3.8.2 Right to Reject/Accept Proposals

SKAGIT COUNTY reserves the right to accept any proposal or, at its discretion, reject any or all proposals for whatever reason it deems appropriate. SKAGIT COUNTY reserves the right to accept all or any part of the Provider's proposal.

3.8.3 Right to Modify Proposals

With the concurrence of the Provider, SKAGIT COUNTY reserves the right to modify minor irregularities in proposals received. If discrepancies between sections or other errors are found in a proposal, SKAGIT COUNTY may reject the proposal; however, SKAGIT COUNTY may, at its sole option, correct any arithmetical error in extended price calculations or the addition of line items. Service Providers are responsible for all errors or omissions in their proposals, and any such errors or omissions will not serve to diminish their obligations to SKAGIT COUNTY.

3.8.4 SKAGIT COUNTY Not Responsible for Proposal Expenses

Receipt of a proposal does not obligate SKAGIT COUNTY to pay any expenses incurred by the Service Provider in the preparation of proposal or obligate SKAGIT COUNTY in any other respect.

3.8.5 RFS, Proposals Do Not Obligate

Neither the publication nor distribution of the RFS, or the receipt of proposals, constitutes any obligation or commitment on the part SKAGIT COUNTY.

3.8.6 Proprietary Information/Public Disclosure

Once in SKAGIT COUNTY's possession, submittals shall become property of SKAGIT COUNTY and considered public documents under applicable Washington State laws. All documentation that is provided to SKAGIT COUNTY may be subject to disclosure in accordance with Washington State public disclosure laws.

Do not send any documents labeled confidential or proprietary

Media releases advertisements, disclosure of information, or any other public statements to the media about any matter pertaining to the is RFS, the outcome of this RFS or the RFS process must not be made or published by any Proponent Service Provider without SKAGIT COUNTY's prior written approval.

3.8.7 Notification

Based on the evaluation of the RFS's, SKAGIT COUNTY will select a short list of Providers and invite them to participate in service presentations. The selected Providers will be notified in writing or email by the date indicated in Section 3.4.1.

3.8.8 Site Visits

SKAGIT COUNTY may choose to conduct site visit(s) to the Provider headquarters and/or clients of Service Provider as part of the evaluation process. The site visits may be used to determine the successful Service Provider. Evaluations of the Service Provider client sites / headquarters will be based on the following:

- Assessment of the Service Provider service in response to contract
- Assessment of the quality of Service Provider services
- Overall user satisfaction with the service delivery

3.8.9 Negotiations

SKAGIT COUNTY may require potential Providers selected to participate in negotiations. This may include cost, technical, financial, contractual or other clarifications needed to make a decision.

3.8.10 Contract Award and Execution

SKAGIT COUNTY reserves the right to make an award without further discussion of the proposal submitted. SKAGIT COUNTY shall not be bound or in any way obligated until both parties have executed a Service Provider contract. SKAGIT COUNTY also reserves the right to delay contract award and/or not to make a contract award.

3.8.11 Use of Responses Received

All materials received in response to this RFS shall become the property of SKAGIT COUNTY.

3.8.12 Final Authority

The final authority to award contracts as a result of this RFS rests solely with SKAGIT COUNTY.

3.9 Terms and Conditions of Contract

The selected Service Provider will be required to enter into a formal agreement with SKAGIT COUNTY. This RFS sets forth some of the general contract provisions that may be included in the final contract.

3.9.1 Governing Laws

If the Service Provider submits standard terms and conditions with its proposal, and if any of those terms and conditions are in conflict with the laws of the State

of Washington, the laws of the State of Washington shall govern.

3.9.2 Non-Performance

In the event of non-performance on the part of the Provider (i.e., failure and/or inability to meet agreed upon deadlines or specifications as outlined herein), consequential damages will be claimed by SKAGIT COUNTY. SKAGIT COUNTY may terminate this agreement and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform as required by this agreement. In the event of such termination SKAGIT COUNTY may proceed with the work in any manner deemed proper by SKAGIT COUNTY. The cost to SKAGIT COUNTY shall be deducted from any sum due the Provider under this agreement.

3.9.3 Contract Components

The RFS, written questions, answers to questions, Provider's proposal, and other documents associated with this proposal shall become part of the resultant contract.

3.9.4 Precedence of Conflict Resolution

Washington State law, the terms and conditions of the signed contract, the terms and conditions of this RFS, then the Provider's proposal is the order of precedence in conflict resolution in the performance of this agreement.

3.9.5 Changes to Contract

During the course of the contract, either party may issue requests for changes in the contract. This shall take the form of a Change Proposal, which, if accepted by both parties, shall be executed as a change to the contract, which will thereby be amended to the extent of the change.

3.9.6 Subcontracting Relationships

3.9.6.1 Respondent as Prime

The respondent to this RFS will be considered the primary contractor and will assume total responsibility for meeting all terms and conditions of the contract including standards of service, quality of materials and workmanship, costs and schedules.

3.9.6.2 Subcontractor Approval

Service provider may only subcontract upon the written consent of SKAGIT COUNTY and the primary contractor must agree to be responsible for the actions and quality of workmanship of the subcontractor(s).

3.9.6.3 Subcontractor Disputes

Any dispute arising between the primary contractor and its subcontractors or between subcontractors must be resolved without involvement of any kind on the part of SKAGIT COUNTY and without detrimental impact on the delivery of the contracted goods and services.

3.9.7 Legal and Regulatory Compliance

3.9.7.1 Valid License

Only proposals from Providers licensed or legally entitled to do business in the State of Washington will be considered.

3.9.7.2 Legal Compliance

During the course of work for SKAGIT COUNTY, contractors, subcontractors, and their employees are required to comply with all applicable local, state and federal laws, codes, ordinances, and regulations. The Service Provider shall take all required actions to comply with Labor and Industries inspection requirements.

3.9.7.3 Criminal History/Background Check

The Service Provider's employees and the employees of Service Provider's approved subcontractors must submit to a Washington State Patrol fingerprint identity and criminal history check before they will be allowed to work in the SKAGIT COUNTY Facility. SKAGIT COUNTY agrees to bear any costs incurred in the performance of these checks.

3.9.7.4 Safety Considerations

The Service Provider shall be responsible for compliance with all relevant state and federal workplace safety requirements to include compliance with SKAGIT COUNTY's safety directives and policies. The Service Provider shall be responsible for ensuring that its employees are trained in the safety procedures appropriate to assigned work. The Service Provider agrees to indemnify, defend and save harmless, SKAGIT COUNTY, its elected officials, employees, agents and volunteers from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Provider in the performance of this contract. The Provider shall provide necessary worker's compensation insurance at Service Provider's own cost and expense.

3.9.7.5 Drug Use Policy

The use of illegal drugs, alcohol, or controlled substances on SKAGIT COUNTY property or premises is strictly prohibited. Working on this project while under the influence of drugs or alcohol is strictly prohibited, and if discovered, may be reported to the appropriate law enforcement agency.

3.9.7.6 Tobacco Policy

Tobacco and all vaping products are allowed only in designated areas outside of the Community Justice Center Building.

3.9.7.7 Harassment, Discrimination, Fraternization

Any form of harassment, discrimination, or improper fraternization with SKAGIT COUNTY inmates or employees is strictly prohibited.

3.9.7.8 Collective Bargaining

Provider must specify if any of the Provider's employees who will be working on SKAGIT COUNTY premises are covered by any labor unions involved in collective bargaining agreements. If so, identify the date the current labor agreement expires. Provider must also disclose if the firm is currently involved in any labor related litigation, mediation, arbitration or negotiation that may affect its ability to perform its obligations under the proposed Scope of Work.

3.9.7.9 Codes and Standards

It shall be the responsibility of the Provider to identify all codes, and/or agencies having jurisdiction and governing the execution of this proposal and to ensure conformance with those codes and agencies including but not limited to the following:

- OSHA/WISHA
- Applicable Regulations of the Washington Department of Labor and Industries, including WISHA
- Skagit County Public Health rules and regulations
- State and Federal Anti-Discrimination Laws

This list is not exclusive.

3.9.7.10 Prison Rape Elimination Act (PREA)

Provider acknowledges that SKAGIT COUNTY has a zero-tolerance policy regarding sexual assault and harassment in accordance with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.). The Service Provider further acknowledges

compliance with all applicable PREA Standards, SKAGIT COUNTY Policies related to PREA and SKAGIT COUNTY Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within SKAGIT COUNTY Facilities. The Service Provider acknowledges that, in addition to "self- monitoring requirements" SKAGIT COUNTY may conduct announced or unannounced compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and SKAGIT COUNTY Policies may result in immediate termination of the contract.

Vendor shall clear all press/media related matters with the Skagit County Sheriff's Office prior to communications with the press/media.

Vendor shall advise the County when it has knowledge that any of its employees have been charged with a crime during the life of the contract.

3.9.7.11 Insurance Requirements

Provider awarded the contract will be subject to SKAGIT COUNTY's requirements for insurance reflecting the minimum amounts and conditions as defined by SKAGIT COUNTY.

Provider shall be responsible for maintaining, during the life of the contract, insurance that is deemed acceptable by Skagit County's Risk Manager and as agreed to by contract. Generally, the selected provider shall be able to provide the following however final insurance requirements will be part of contract negotiation.

- Workers Compensation as required by state law.
- Comprehensive General Liability in the amount of not less than \$1,000,000 per claim.
- Professional Liability in the amount of \$1,000,000 per occurrence and \$3,000,000 per aggregate.

3.9.7.12 Worker's Compensation

Provider shall procure and maintain for the life of the contract/agreement, Workers' Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own

Workers' Compensation and Employer's Liability Insurance.

3.9.7.13 Copyright and Confidentiality

Selected or prospective Providers shall maintain strict privacy of all SKAGIT COUNTY records, data, files (regardless of media), including any copyrighted material received from SKAGIT COUNTY.

3.9.7.14 Litigation/Jurisdiction/Venue

The laws of the State of Washington shall govern the interpretation, administration, and enforcement of the contract entered into by and between the Service Provider and SKAGIT COUNTY. Should either party bring any legal equitable action, the prevailing party in such action shall recover, in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court. Any and all such court action shall take place and be vested solely in the appropriate state court in Skagit County, Washington.

3.9.7.15 Independent Contractor

The Provider, its employees, and agents, will be independent contractors and shall not be, or be deemed for any purposes to be employee(s) of SKAGIT COUNTY.

3.9.7.16 Satisfaction of SKAGIT COUNTY's Legal Counsel

The acceptance and subsequent award of a submitted proposal shall be at the review and satisfaction of SKAGIT COUNTY's legal counsel and SKAGIT COUNTY's Sheriff.

3.10 **Requirements and Specifications**

Acceptance and Rejection

As provided herein, SKAGIT COUNTY reserves the right (i) to reject any or all proposals with or without cause, (ii) to waive irregularities, if any, and (iii) to accept the proposal or proposals which is in the best interest of SKAGIT COUNTY.

3.10.1 Agreement Terms and Conditions

The precise term of the agreement will be subject to negotiation between the selected Provider and SKAGIT COUNTY. SKAGIT COUNTY is currently anticipating that the term of the agreement between SKAGIT COUNTY and the Service Provider will be for an initial one-year term, with the option of five one-year renewals at SKAGIT COUNTY'S sole discretion.

3.10.1.1 SKAGIT COUNTY reserves the right to negotiate with the Provider awarded the contract relative to provisions in addition to those contained in this RFS. The contents of this RFS, revised and/or

supplemented, and the successful Service Provider(s) as accepted by SKAGIT COUNTY will be incorporated into the agreement. If alternative terms and conditions were not accepted, all agreements henceforth pertaining to this RFS would be terminated.

3.10.2 Additional Terms and Conditions and/or Deviations

Any additional terms and conditions, which may be the subject of negotiation, will only be discussed between SKAGIT COUNTY and the Provider and shall not be deemed an opportunity to amend the Provider's proposal. The Service Provider may submit with the proposal a complete set of any additional terms and conditions, which the Service Provider is requesting be included in an agreement negotiated with SKAGIT COUNTY, although SKAGIT COUNTY or designee has the right to reject any such request.

3.10.3 Written Questions

Potential Service Providers may submit questions by email as to the intent or clarity of this RFS until the close of business on January 2, 2026. All written questions must be addressed CJ Andersen, Administrative Lieutenant via email at candersen@co.skagit.wa.us An answer to all questions received will be subject to general distribution to all Service Providers that have provided a notice of intent.

SECTION 4 – Evaluation of Proposals

4.1 Evaluation of Proposals

The evaluation of proposals and the determination as to the quality of services shall be the sole and final responsibility of SKAGIT COUNTY and will be based on the information furnished by the Provider. This evaluation shall be performed by a project evaluation team, which will be comprised of personnel employed/contracted by SKAGIT COUNTY. The project evaluation team will review, but not be solely limited to, the following criteria:

- Service Provider Qualifications for provision of jail food and commissary services
- Proposed Minimum Staffing Plan and Supervision
- Proposal Price Sheet/ Cost of food and commissary service
- References and Customer feedback
- Other required documentation
- Completeness of Proposal
- Quality of Meal Plan- including evaluation of meal samples as requested
- Relevant correctional meal service experience
- Development of employment readiness of inmate workers

- Value added services
- Any other relevant factors listed in the RFS
- Site Visit – if applicable
- Solution for delivery of meals to Skagit County’s Juvenile Detention Facility
- Plan for commissary provision including integrating with County’s current technology systems for payment Pricing and ability to provide of the Commissary items listed on Exhibit A.

The above criteria will be scored as follows:

- doesn’t meet expectations
- minimally meets expectations
- meets expectations
- exceeds expectations.

The evaluation of the Provider proposals is completely at the discretion of SKAGIT COUNTY, and there is no appeal offered or implied to SKAGIT COUNTY’s final decision. Providers will be notified if they are selected for the short list of potential Providers. Those Providers that are selected for the short list will be invited for an interview which may also include the requirement to bring meal samples and other information as requested.

4.2 Next Responsive Provider

In the event of default by the selected Provider, or failure to agree to a contract, SKAGIT COUNTY reserves the right to utilize the next ranked proposal as the awarded Provider.

4.3 Addition/Deletion

SKAGIT COUNTY reserves the right to add or delete any items from this proposal or resulting award(s) when deemed in the best interest of SKAGIT COUNTY.

4.4 Service Provider Qualifications

- Service Providers may be required to furnish evidence, in writing, that they maintain a permanent place of business and have adequate finances and personnel to furnish the item(s) and service offered satisfactorily and expeditiously.
- Service Providers must obtain an active occupational license and provide this information upon request. The contract pursuant to this RFS will only be entered into with responsible Service Providers, found to be satisfactory by the SKAGIT COUNTY, qualified by experience, and secure in a financial position to do the work specified.
 - Service Provider must have a minimum of five (5) years’

experience providing correctional facilities with food and commissary services with the same or similar size/accommodations as the Skagit County Justice Center. Experience in the provision of meal services in the State of Washington is highly preferred.

- The Provider must carry and, Worker's Compensation & Employers Liability in accordance with Title 51 RCW and other insurance required by Skagit County. Note that additional information may be required Provider has an experience factor higher than a 1.00.
- The Provider must demonstrate its ability to provide food and commissary services to the inmates, and food services to juveniles in custody at SKAGIT COUNTY as well as correctional staff.
- The Provider must have a proven ability for an immediate contract start-up.
- The e Provider must demonstrate the capability to supervise and monitor the program, ensuring satisfactory provision of services and development of transferable operational skill of Inmate Workers.
- Provider must have a proven track record of providing quality food production that meets all applicable ACA requirements and guidelines.
- Must use standard industry accounting principles and must make financial and other records available for inspection by Skagit County.

4.5 Indemnification

In addition to the requirements to obtain and maintain a policy of public liability insurance pursuant to which the Administrative Board and SKAGIT COUNTY shall be named as either additional insured or the named insured, the Service Provider shall agree to indemnify, defend and hold SKAGIT COUNTY harmless from and against all claims, suits, actions, damages or causes of action for any personal injury, loss of life, damage to property or any action as a result of the performance of the work for which the contract was entered into and from and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit, or action, and the investigation thereof.

SECTION 5 - Specifications

5.1 Background Information

SKAGIT COUNTY operates a single adult correctional facility in the City of Mount

Vernon. The SKAGIT COUNTY Facility is located at 201 Suzanne Lane, Mount Vernon, Washington, and a juvenile detention facility at 603 South Third Street, Mount Vernon, Washington. The successful Provider must be able to scale operations as necessary to accommodate an average of 220 adult inmates, and rough average of 10 juvenile detainees. Provider will need the ability to scale operations depending on varying jail and detention populations.

5.2 Responsibilities of SKAGIT COUNTY

SKAGIT COUNTY agrees to provide kitchen area with some equipment (excluding smalls- which shall be the responsibility of the selected Provider and approved by Jail staff), limited office space, utilities (including telephone services).

5.3 Food Service Base Price

To assist with the determination of proposed contract price, assume an inmate population of 225. For background purposes Skagit County is roughly estimating that the meals per day, including inmate population, Juvenile Detention and Staff meals will approximately 720. Skagit County expects the population to remain stable for 2026, and an approximate 5-10% growth per year thereafter. Skagit County does not guarantee, and Provider should not rely on this number given it is only a rough estimate, and actual numbers may be substantially different. Providers should have the ability to scale operations based upon actual population levels. The base price is to include the furnishing of all food, services, labor, materials, equipment (other than the fixtures and equipment being provided by SKAGIT COUNTY), insurances, licenses and applicable taxes necessary or proper for the completion of the work.

The successful Provider is requested to provide, in its proposal, a base food service price plus the matrix on any adjustments to food prices over the course of the term of service. It is Skagit County's preference to have food base price constant and prices fluctuate not more often than once a year consistent with the County's budget process cycle.

FOOD SERVICE PROVIDER SCOPE OF WORK

A. INMATES

1. Operate/Train/Direct/Supervise an estimated 14 Inmate workers assigned to the kitchen. Inmates will be provided subject to the approval of the Chief of Corrections or designee.

B. FOOD/MEAL SERVICE

1. Three meals prepared each day for all inmates, juvenile inmates, jail and juvenile staff members. Meals are served typically at 0630 hrs, 1130 hrs and 1630 hrs daily. Actual mealtimes may change at the discretion of juvenile and correctional staff.
 - (a) Adult inmates three (3) meals per day –cold breakfast
 - (b) Jail staff (3) three meals per day (breakfast meal may be cold).
 - (c) Juvenile detention (3) meals per day (breakfast meal may be cold) plus an evening snack
2. Current Average Meal Count: 5,040 per week
3. Food prepared in kitchen. Placed on individual trays (provided by Skagit County). Trays delivered to inmate housing areas.
4. With respect to meals for juveniles, Providers shall prepare a pricing which details estimated cost to prepare and portion out meals on trays and then separately the cost of delivering meals and transporting them to the juvenile detention facility in downtown Mount Vernon.
5. Staff meals placed on trays and delivered to the staff eating area.
6. Cold meals may be delivered in sacks.
7. Must keep 10 prepared sack meals on hand for late bookings.
8. Provider must accommodate and prepare modified meals for, but not limited to, the following circumstances:
 - (a) Medical purposes
 - (b) Approved religious beliefs
 - (c) Holidays
 - (d) Behavioral/Security issues
 - (e) Sack/take-out meals for crews leaving the facility, to be picked up at the jail at 0830 hrs, Monday through Friday.

Approximately 8-10 per day.

9. Meals will be prepared at the SCCJC, using existing facilities and equipment. Provider will be responsible for food purchasing, processing of invoices, and payment of invoices.
10. Provider will maintain an inventory of all food supplies, and shall ensure that an adequate supply of food is stored on-site so that the facility could shelter in place for at least 5 consecutive days.
11. Maintain, repair and replace kitchen equipment as necessary. "Smalls" to be provided by the selected food service provider and approved by the Chief of Corrections or designee.
12. Clean and wash kitchen utensils, trays and dishes. Provider will maintain kitchen cleanliness by ensuring timely cleaning of equipment, hoods, filters, light fixtures, floors, ceilings and walls, and any other features cleaning in the kitchen area. The Service Provider must maintain standards of sanitation required by state or local regulations.
13. Document weekly inspection of food service area and equipment. Document daily water temperature checks and other checks as required by food service regulations and State/local Health Department
14. Provider agrees to train and supervise inmates with respect to food service tasks. Provider training and supervision of inmates shall be subject to the overall control of the SCCJC. The proposal shall include an inmate food service training program as part of the provider's overall training program. Said training should emphasize post release employment in the food service industry and be accompanied by a certificate of completion at the end of said training program. Interactions between the provider's staff and the SCCJC inmates should emphasize employment readiness for inmate workers. This would include teaching and mentoring soft skills such as supervisor/supervisee interactions, task readiness, reporting to work timely and prepared, accepting criticism and direction, working collaboratively with others, etc.
15. Provider will teach inmates working in the kitchen the safe use of cleaning supplies and chemicals.

C. Other Expectations and Specifications and Program Requirements For Food Service

1. The Service Provider is to provide high quality food service in accordance with industry standards. Food and food service will meet all applicable federal, state, and local guidelines, laws, and regulations and will meet other guidelines as prescribed by the American Correctional Association (ACA).

2. The Service Provider is to operate the food service program using correction-experienced and professionally trained personnel.
3. The Service Provider is to operate the food service program in a cost-effective manner.
4. The Service Provider is to maintain an open, collaborative relationship with the administration and staff of SKAGIT COUNTY.
5. A four (12) week cycle menu is to be submitted in the proposal. Proposers are asked to use the same menu types. Sample menus provided with the RFS response shall be used in the submitted pricing structure. Religious and medical diets conforming to special religious or physician-ordered specifications shall be provided at no additional cost to SKAGIT COUNTY. Each Service Provider will submit a sample of its corrections diet handbook or sample of the four-week menu it proposes to serve inmates on restricted diets.
6. The Service Provider shall warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable and visibly pleasing complete with condiments if indicated. Temperatures shall be maintained in accordance with all state and department of health requirements.
7. Food Supplies. The Provider shall provide all consumable supplies and food products that are required for the food service operation.
8. Cost Controls. Providers must be able to provide services to accommodate both more and less inmates/ juvenile detainees as population fluctuates.
9. The prices per meal shall be guaranteed for a period of one year unless there is a change in the scope of services, at which time the parties shall negotiate mutually agreeable financial terms.
10. The Service Provider shall properly handle, store and prepare commodities for consumption.
11. Well-defined operational policies and procedures to include, at a minimum, those required by ACA standards, and in concert with SKAGIT COUNTY and procedures for service delivery. SKAGIT COUNTY shall develop the policies and procedures necessary to specify the role of food services in a jail setting and to provide liaison between the food service and security staff.

D. Kitchen Facility and Equipment

1. SKAGIT COUNTY owns all equipment currently installed at the kitchen and shall retain title to that equipment. The equipment will remain at the kitchen and be used by the Contractor.

2. SKAGIT COUNTY will assure that all necessary utilities work in the kitchen.
3. The Service Provider will coordinate any service or maintenance of kitchen equipment with SKAGIT COUNTY.
for the kitchen areas and equipment.
4. Facility inspections shall be made by Skagit County Department of Health as deemed necessary, with or without advance notice to the Service Provider, and such inspections shall not interfere with the food service operations.
5. Inspections of kitchen facility by Skagit County Department of Health must result in no RED violations. If red violations are noted, the Service Provider must notify SKAGIT COUNTY of areas to be improved and shall remedy the deficiency within five (5) days of receipt of such notice.
6. SKAGIT COUNTY shall provide all cleaning supplies

E. Staffing

1. Provider Staffing. The Service Provider must provide an organization chart and job descriptions for all professional and inmate staff in its proposal. The Service Provider shall specify the number of inmates requested per shift for an assumed population of 210-250 inmates.
2. Inmate Labor
 - (a) Inmates will be provided at the level and times as designated by SKAGIT COUNTY Justice Center staff which may vary due to various circumstances as deemed appropriate by SKAGIT COUNTY. The inmates shall be selected using the classification process of SKAGIT COUNTY.
 - (b) Inmates shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning of the kitchen.
 - (c) Inmates are not permitted to supervise other inmates.

F. Administrative Requirements

1. The successful Service Provider shall have the responsibility to provide:
2. A singular designated Food Service Manager with responsibility for assuring the appropriateness and adequacy of food services.
3. Service Provider will be required to attend meetings with Justice Center and detention staff to discuss various topics which may include, but not limited to, evaluating statistics, program needs, menu issues, problems, and coordination issues.
4. The successful Service Provider shall provide a completed background

packet on each employee applicant prior to employment and admission into the Jail. The Food Service Manager must receive all applicable licenses or certificates for all professional staff prior to employment.

5. Violation of Policies/ Right to Search
SKAGIT COUNTY may prohibit entry to any Food Service Provider personnel that are suspected of violating any security policies for SKAGIT COUNTY. SKAGIT COUNTY retains the absolute right to reject any Food Service Provider personnel and/or require the immediate removal of personnel in SKAGIT COUNTY Justice Center staff's sole and absolute discretion.
6. SKAGIT COUNTY reserves the right to search any person, property, or article entering its facilities or deny entry

G. Reporting Requirements:

1. A comprehensive annual statistical report will be forwarded to the SKAGIT COUNTY Director in accordance with ACA standards. In addition, monthly and daily statistics will be required as follows:
2. Monthly Statistics
The SKAGIT COUNTY Chief of Corrections, or designee will require a review of statistical data reflecting the previous month's activities. The data may include but will not necessarily be limited to:
 - Number of hours worked by inmate staff, specifying each post or shift
 - Number of meals served each day, including any specialty diets
 - Types of specialty meals available
 - Other data deemed appropriate by the Chief of Corrections or designee

COMMISSARY SCOPE OF WORK

A. Description of Commissary Service

1. Provider must provide commissary service which includes: food items, hot commissary, hygiene items, limited clothing items and indigent kits. Provider must be capable of providing the provision of commissary items including all necessary supplies equipment (including automation equipment), to maintain an inventory of approved items at Provider's off-site facility until ordered by Skagit County inmates. Hot commissary can be prepared on site at SCCJAS kitchen. A list of desired items is attached. Provider shall indicate its ability to provide the listed item and cost. Provider may also list other items and costs.
2. Commissary service to inmates is twice per week with hot commissary being delivered on Thursday and regular commissary items delivered on Saturday. Deliveries to the jail shall normally be next day after the orders are entered into the System. Delivery dates may change and will be determined by the Sheriff's Office.
3. Weekly, two types of indigent commissary packages are offered to those inmates classified as indigent.
 - (a) Writing Indigent Kit must include the following:
 - 6 lined papers
 - 3 standard envelopes
 - 1 flex pen
 - (b) Hygiene Indigent Kit must include the following:
 - 1 toothbrush
 - 1 toothpaste

B. Technical and Other Requirements

1. Provider must be able to fully integrate with the County's inmate trust accounting system at no cost to the County. Current trust accounting software is Lockdown.
2. Provider must have a system that provides a series of reports as specified by the County including detailed weekly invoices, and cash reconciliation capabilities.
3. Provider must attend meetings with facility at least once every three months to review operations and when requested to resolve any immediate issues.

4. Provider must have a system that allows Jail staff to limit, delay, or deny commissary to individual detainee.
5. Provider staff shall be responsible for delivering ordered commissary directly to inmates. At the Jail staff's discretion, jail staff may require that jail staff deliver commissary for certain inmates. With the specific permission of jail staff, Provider may use inmate kitchen staff to help with the sorting of commissary items.
6. The vendor agrees to obtain and pay for all necessary federal, state and local licenses. In addition, if required, the vendor shall collect and pay all required sales tax.
7. Vendor will assume full responsibility for purchasing supplies and maintaining an acceptable inventory at their warehouse. Vendor shall bear all costs related to the purchase and storage of inventory.
8. Vendor shall not give or sell commissary items to the facility staff.
9. Vendor will not sell commissary to inmates in excess of the cash balance or the inmate's commissary limit of the item set by the facility. Please provide a copy of your procedures.
10. Ability to identify inmates exceeding cash inflow/outflow thresholds to support compliance with U.S. Bank Secrecy Act (BSA) and Anti-money Laundering (AML) with reporting capability/software downloads. Identify inmates that are listed in the OFAC list of Specially Designated Nationals or Blocked Entities (SDN).
11. Commissary items are available to all male and female inmates including but not limited to hygiene products, writing materials, games, candies and limited clothing items. Items cannot be added, deleted or changed in brand names, container, price or packaging without prior written authorization from the Skagit County Sheriff's Office Jail Administration.