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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR LINN COUNTY

IN THE MATTER OF AUTHORIZING THE
PUBLICATION AND DISTRIBUTION OF THE
REQUEST FOR PROPOSALS FOR FOOD AND
COMMISSARY SERVICES FOR THE LINN
COUNTY SHERIFF'S OFFICE CORRECTIONS
FACILITY

RESOLUTION &
ORDER No. 2020-176
(Request for Proposals
Advertisement and Distribution)

COMES NOW, Captain Ted Langley, Linn County Sheriff's Office Jail Commander, in a
regularly scheduled and duly advertised meeting on June 9, 2020, to request
that the Board of County Commissioners for Linn County (Board) authorize the publication and
distribution of the Request for Proposals for Food and Commissary Services at the Linn County
Corrections Facility (RFP); and

WHEREAS, The Board having reviewed the Advertisement (Exhibit 1, attached hereto) and
the RFP (Exhibit 2, attached hereto); and

WHEREAS, All Responsive proposals received by the Linn County Sheriff's Office (LCSO)
at the Linn County Corrections Facility by 1:00PM on August 5, 2020, or as amended, will be
evaluated by an evaluation committee pursuant to ORS 279B.060 and LCPR 137-047; now
therefore, be it

RESOLVED, That the Advertisement and RFP are hereby approved; and

ORDERED:

- (1) That County staff submit the attached RFP Advertisement (Exhibit 1) for publication at the
earliest availability; and
- (2) That the RFP (Exhibit 2) be distributed to any and all interested persons; and



- (3) That designated staff be delegated the authority to issue and approve any necessary addenda to the RFP; and
- (4) That LCSO staff collect and time-stamp all proposals submitted in response to the RFP and securely retain the unopened proposals until the closing date and time described in Exhibit 2 as amended; and
- (5) That LCSO staff conduct an evaluation of all Responsive proposals in accordance with the scoring methodology outlined in Exhibit 2; and
- (6) That the County award a contract, contingent on Board approval, to the highest ranking Responsive and Responsible proposer; and
- (7) That the LCSO issue an Intent-to-Award Notification to all proposers pursuant to ORS 279B.135 and LCPR 137-047.

DATED this 9th day of June, 2020.

BOARD OF COUNTY COMMISSIONERS
FOR LINN COUNTY

AYE NO

Roger Nyquist
Roger Nyquist, Chairman

X

John K. Lindsey
John K. Lindsey, Commissioner

X

William C. Tucker
William C. Tucker, Commissioner

X

APPROVED AS TO CONTENT:

Captain Ted Langley
Jail Commander
Linn County Corrections Facility
Linn County Sheriff's Office

APPROVED AS TO FORM:

Kevan J. McCulloch
Deputy County Attorney for Linn County





LINN COUNTY SHERIFF'S OFFICE

REQUEST FOR PROPOSALS

ADVERTISEMENT

NOTICE IS HEREBY GIVEN that Linn County, acting by and through the Linn County Sheriff's Office (LCSO) is currently accepting proposals for Food and Commissary Services at the Linn County Corrections Facility. Proposals will be accepted by the LCSO at 1115 Jackson St. SE, Albany, OR 97322 until 1:30pm Local Time, August 5, 2019. Proposals must be clearly labeled and follow all submission instructions contained within the RFP.

A mandatory Pre-Proposal Conference will be held at 9:00am on July 8, 2020 at the Linn County Corrections Facility, 1115 Jackson St. SE, Albany, OR 97322.

Additional information, including a scope of work, instructions for proposers, and required forms may be obtained by contacting Captain Ted Langley by mail directed to the attention of Captain Langley, by calling (541)967-3901, or by e-mailing tlangley@linnsheiff.org. The LCSO office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.

Any questions, objections, or comments regarding the RFP must be submitted in writing to the attention of Captain Langley at the address listed above no later than July 15, 2020. Clarifications, whether verbal or in writing, do not change the contractual terms or procurement requirements of the RFP unless a formal amendment is issued by the LCSO. The LCSO reserves the right to reject any or all proposals, to waive formalities, and to postpone the award of the contract indefinitely.

Linn County, Oregon



Request for Proposals

FOOD & COMMISSARY SERVICES LINN COUNTY CORRECTIONS FACILITY

RFP Number 2020-176

JUNE 2020

Mandatory Pre-Proposal Conference:

July 8, 2020 (See Section D.1.)

To be held at:

Linn County Corrections Facility

POINT OF CONTACT

Captain Ted Langley
Linn County Jail Commander
Linn County Sheriff's Office
1115 Jackson St. SE
Albany, OR 97322
(541) 967-3901
tlangley@linnsheiff.org

PROPOSALS DUE:

August 5, 2020

by

1:30pm

at

Linn County Corrections Facility

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EXHIBITS

- Exhibit A: Scope of Services
- Exhibit B: Cost Proposal Submission Form
- Exhibit C: Sample Contract for Services
- Exhibit D: Affidavit of Trade Secret
- Exhibit E: Proposer Information and Certification Sheet

SECTION B – GENERAL INFORMATION

B.1 Introduction.

B.1.1 Overview, Objectives, and Background

Linn County, acting by and through the Linn County Sheriff's Office ("LCSO") is currently accepting proposals from private organizations to provide food services for the inmates and staff of the Linn County Corrections Facility ("Facility") and commissary services. The Facility is located at 1115 Jackson St. SE, Albany, OR 97322. The successful proposer ("Contractor") will be responsible for all procurement, preparation, serving, clearing, and cleaning associated with food services in the Facility. Additionally, the Contractor will be responsible for provision of commissary services, which includes processing orders from inmates and delivering such products to inmates under supervision of the LCSO, billing the LCSO, and paying a commission to the LCSO.

The Facility was opened in May 1989 and has a capacity of 231 adults in custody. The Corrections Division has 64 FTE positions that work eight (8) or twelve (12) hour shifts, depending on their assignments.

All meals are prepared in the Facility's fully-equipped kitchen which encompasses approximately 2850 square feet. Inmates are served meals in their dayrooms on thermal trays, delivered by corrections officers and inmate workers. Corrections staff, generally, take their meals in the Staff Dining Room off of the Kitchen.

Additional details on the scope of services to be provided is included in Section C and Exhibit A – Scope of Services.

B.1.2 Term

The LCSO anticipates the award of one contract from this RFP. The initial contract will be negotiated and entered into by the County, through its Board of Commissioners, and the Sheriff. As identified in the Sample Contract in Exhibit C, the proposed term of the Contract would run from a date agreed upon with the Contractor during negotiations until June 30, 2022, with the Sheriff retaining the right to exercise two (2), two (2) year extension options that may be exercised in the Sheriff's sole discretion. However, the Sheriff may, in his discretion, consider negotiating the term of the Contract with the Contractor, and would consider entering into a contract with a longer initial term, provided performance benchmarks are achieved by the Contractor as evaluated by the LCSO on or around the end of the second year of the initial term of the Contract. If a Proposer is interested in extending the initial term of the Contract from two (2) years to four (4) years, the Proposer should include proposed performance benchmarks for the LCSO to consider, as well as policies, practices, or standards for achieving those performance benchmarks.

The LCSO will advise the Contractor no later than May 1st of the intent to exercise an extension option to extend the Contract or request new proposals to perform the services identified in this RFP. If, after expiration of the last two year extension period, the LCSO determines it is in the best interest of the LCSO to extend the Contract for an additional two years, and Contractor agrees to the extension, the Contract may be extended for an additional two years.

Additionally, in order to ensure that there is no lapse in services described in this RFP, in the event the LCSO is unable to secure a new contract by the expiration date of the Contract, despite taking reasonable steps to do so, the Contract, as in effect on June 30 of the year it expires, will extend until a new contract is executed. The LCSO will take all reasonable steps to execute a new contract as soon as is practicable under the circumstances.

B.2 Schedule.

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

| Event | Date | Time |
|--|-----------------|--------|
| Mandatory Pre-Proposal Conference | July 8, 2020 | 9:00AM |
| Questions / Requests for Clarification Due | July 15, 2020 | 1:30PM |
| Closing (Proposals Due) | August 5, 2020 | 1:30PM |
| Issuance of Notice of Award (approx.) | August 19, 2020 | |

B.3 Point of Contact.

The Point of Contract (POC) for this RFP is identified on the Cover Page of this RFP, along with the POC's contact information. Proposers shall direct all communications related to any provision of the RFP, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision only to the POC.

B.4 Authority.

The LCSO is issuing this RFP pursuant to its authority under both state law and Linn County Code. The LCSO is using the Request for Proposals method of procurement, pursuant to ORS 279B.060 and LCPR 137-047.

SECTION C – SCOPE OF WORK

The Scope of Work is provided in Exhibit A, which describes the technical and operational specifications of the requested food and commissary services.

SECTION D – PROCUREMENT REQUIREMENTS AND EVALUATION

D.1 Mandatory Pre-Proposal Conference.

A pre-proposal conference will be held at the date and time listed in the Schedule provided in Section B.2. Prospective Proposers' participation in this conference is mandatory. No more than three individuals from each Proposer may attend the pre-proposal conference in order to maintain social distancing requirements and group size limitations.

Prospective Proposers must submit a letter of intent to attend the pre-proposal conference identifying attendees at least 14 days prior to the scheduled date for the conference. This letter of intent may be sent via email to the POC.

Attendees will also be required to submit an application for admittance to the Corrections Facility. The application can be obtained by contacting the POC at least 48 hours in advance of the conference. Attendance shall be recorded. Proposals submitted by entities or individuals that did not attend the conference will be rejected.

The purpose of the pre-proposal conference is to:

- Provide additional description of the project and Explain the RFP process;
- Allow potential proposers to tour the Corrections Facility;
- Allow potential Proposers to submit written requests to change the requirements or process contained in the RFP;
- Answer any questions Proposers may have related to the project or the process.

Statements made by LCSO or County representatives at the pre-proposal conference are not binding upon the LCSO or County. Only addenda issued in accordance with the provisions of this RFP can change the RFP. Proposers may be asked to submit questions in writing.

If it is determined at the pre-proposal conference that there is only one potential proposer that meets the minimum requirements of this RFP then the LCSO may, in its sole discretion, enter into contract negotiations with that potential proposer.

COVID-19 Contingent Pre-Proposal Conference

It is the LCSO's preference to conduct an "in-person" pre-proposal conference at the Corrections Facility with all interested Proposers in attendance. However, the LCSO intends to adhere to best practices associated with the COVID-19 pandemic. In the event an in-person pre-proposal conference cannot be held or modifications to pre-proposal conference need to be made, the LCSO will notify prospective Proposers no less than 7 days prior to the anticipated Pre-Proposal Conference Date by posting a notice on the RFP website (www.linnsheriff.org/rfps). The notice will include a description of the alternative methods and procedures for achieving the desired results of an in-person pre-proposal conference with all Prospective Proposers. Such methods and procedures may include, but are not limited to: (1) making arrangements to use remote video conferencing; and/or (2) conducting multiple in-person conferences with the number of participants limited to achieve social distancing protocols.

D.2 Proposal Requirements.

D.2.1 Submission Requirements. Proposers shall submit one original of the Proposal and four (4) additional copies. Proposers shall also include one digital copy of their Proposal on CD or USB that is in searchable PDF format. In addition, if a Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Affidavit of Trade Secret (Exhibit D) and provide, in addition to the original and four (4) copies, a fully redacted version of its Proposal, clearly identified as the redacted version (see Section D.2.4 for additional information.) The proposal bond described in Section D.2.2.4 shall also be included within the sealed proposal.

D.2.1.2 Format. All text in the Proposal must be typed or written in indelible ink and be in a standard word-processing font and size of not less than 10 on 8 ½ by 11 inch white paper with margins of at least ½ inches on all sides. If larger charts are essential, use 11 by 17 inch paper folded to 8 ½ by 11 inch white paper and clearly label the chart on the bottom right corner of the page. Consecutively number each page of the Proposal on the bottom right side of each page. Proposals must be stapled or secured with a metal clip in the left upper corner. Use of recycled paper and double-sided printing and single-spacing is encouraged.

D.2.1.3 Organization. Label and organize the body of the Proposal to precisely correspond to the requirements contained in this RFP and Exhibit A (Scope of Work—Technical and Operational Specifications). The data submitted must be organized and presented in the same order as it is presented in this RFP. For each mandatory item restate the question and use the same numbering as found in Exhibit A. Clearly address each criterion identified in the RFP in a manner that demonstrates ability to meet the mandatory requirements and achieve the desired result to the satisfaction of the LCSO. A table of contents should be included indicating page numbers and attachments and appendices, if any.

Any supporting documentation submitted must be pertinent and clearly identify the section that it corresponds to in the RFP.

D.2.2 Proposal Content Requirements. Proposers must include the following as part of their proposal:

D.2.2.1 Executive Summary. The Executive Summary shall condense and highlight the contents of the Proposer's detailed response to the RFP Technical and Operational Specifications contained in Exhibit B and provide the LCSO with a broad understanding of the Proposer's offering, approach, qualifications, experience and staffing, and value provided by the Proposer. The Proposer should place special emphasis on how its proposed scope of work and approach will meet or exceed all of the objectives of this RFP. The Proposer must not, under any circumstances, include any financial information or estimated savings in the Executive Summary. Information contained in the Executive Summary shall be fully explained in the body of the Proposal.

The Executive Summary shall:

- Provide a summary of the Proposer's understanding of the requested inmate food services, corrections staff food services, and commissary services.
- Discuss the Proposer's specific role and relevant qualifications for performing that role.
- Provide a brief description of the Proposer's history, number of years the organization has been in business, and type of products and services it provides.
- Summarize the key qualifications of Proposer, distinguishing characteristics of the Proposal, the proposed solution, and project approach, as well as the principal advantages to the LCSO.
- Address any issues(s) that the Proposer envisions to be associated with fulfilling the requirements of the RFP and cite specific suggestions for avoiding or mitigating these issues.

In addition, the Executive Summary shall contain a list of at least three (3) recent projects similar in scope and size to the requested food and commissary services. For each project, Proposer shall include a brief description of the project and provide contact information for the facility supervisor or equivalent who is specifically familiar with the project, including name, phone number, and email address where the reference can be reached during normal business hours.

D.2.2.2 Response to Technical and Operational Specifications. The Proposal shall respond to the Technical and Operational Specifications contained in Exhibit A.

D.2.2.3 Cost Proposal. The Proposal shall include: (a) the total dollar amount requested to complete the food and commissary services described in Exhibit B; (b) any other resources, including in-kind, that will support the provision of food and commissary services; and (c) the cost of all services, expenses and fees (i.e., payroll expenses including hours/rate/title, administration, overhead, etc.) incorporated into a single meal cost for each category of meal. Proposer must submit the Cost Proposal using Exhibit B: Cost Proposal Submission Form, but may include additional information necessary to full consideration and evaluation of the total cost of the provision of services.

D.2.2.4 Proposal Bond. Proposers shall submit a proposal bond that is good for ninety (90) days from the date the proposals are opened. This bond shall be in the amount of ten-thousand dollars (\$10,000). If the LCSO exercises its discretion to conduct a phased or multi-step consideration of Proposals, the bonds of Proposers eliminated after one or more of the rounds will be returned when such list is announced or at the end of any protest period, if provided for. Bonds of finalists will be returned when the successful Proposer executes the contract.

D.2.3 Proposer Information and Certification Sheet. In addition to providing the information requested above, Proposals must include a Proposer Information and Certification Sheet, attached hereto as Exhibit E.

D.2.4 Public Record/Confidential or Proprietary Information. All Proposals are public record and are subject to public inspection after the LCSO issues the Notice of the Intent to Award. If a Proposer believes that any portion of its Proposal contains any information that is a trade secret under ORS Chapter 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Affidavit of Trade Secret (Exhibit D) and provide LCSO with a fully redacted version of its Proposal, in addition to the required original and four (4) copies. If Proposer fails

to identify the portions of the Proposal that Proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information.

D.2.5 Proposal Submission. Proposer is solely responsible for ensuring its Proposal is physically received by the LCSO at the Facility in accordance with the RFP requirements before the closing date and time listed in Schedule B.2. The LCSO is not responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposals submitted by any means not authorized may be rejected.

D.2.6 Acceptance of Contract Terms. By submitting a Proposal, Proposer shall accept all terms and conditions of the LCSO's Contract as shown in Exhibit C (Sample Contract for Services). Exhibit C is attached hereto and incorporated herein by reference.

D.3 Procurement Process.

D.3.1 RFP Availability. This RFP, including all Exhibits, Amendments, and Addenda are available by contacting the POC described in Section B.3. Additionally, the RFP, including all Exhibits, Amendments, and Addenda will be posted on the LCSO's website:

www.linnsheriff.org/rfps

D.3.2 Hard Copy Document Fees & Delivery. Proposers may also request hardcopies of the RFP, Exhibits, and Amendments from the POC. All costs for these documents and any associated delivery fees are at Proposer's expense.

D.3.3 Amendments. Any amendments to the original solicitation will be posted on the LCSO website listed above. It is the responsibility of prospective Proposers to frequently check the LCSO website for amendments and addenda. Except to the extent required by public interest, the LCSO shall not issue an amendment less than 72 hours before the Proposal due date and time unless the amendment also extends the due date and time.

D.3.4 Clarifications, Objections, and Questions. Any Proposer that finds discrepancies in, or omissions from any provision of the RFP or Exhibits, or has doubt as to the meaning, shall make a request for clarification or modification in writing to the POC described in Section B.3. To be considered, the request for clarification or modification must be received by the LCSO by the date and time described in the Schedule provided in Section B.2. Clarifications, whether verbal or in writing, do not change the RFP, Exhibits, contractual terms, or procurement requirements of this RFP unless a formal amendment has been issued pursuant to Section D.3.3 by the LCSO.

D.3.5 Withdrawal of Proposals. If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to Closing. The Proposer shall submit a written notice signed by an authorized representative of its intent to withdraw its Proposal. The notice must include the RFP number and be submitted to the POC no later than the due date and time identified in Section B.2. Proposals may not be withdrawn after the Closing due date and time, unless otherwise provided for by law.

D.3.6 Proposal Due Date. Proposals and all required submittal items must be physically delivered to and received by the POC at the Facility on or before the closing date and time identified in the Schedule provided in Section B.2, or as amended. Proposers submitting Proposals via mail or courier are responsible for allowing appropriate delivery time to ensure timely receipt of the Proposals. Proposals received or arriving at the Facility after the closing date and time are considered LATE and will NOT be accepted for evaluation. Late Proposals will be returned to the respective Proposer or destroyed.

D.3.7 Proposal Rejection. The LCSO may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including, but not limited to, the requirement that Proposer's authorized representative sign the Proposer Information and Certification Sheet in ink.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer makes any contact regarding this RFP with the LCSO or County representatives such as employees or officials other than the POC or those the POC authorizes, or inappropriate contact with the POC.
- Proposer attempts to inappropriately influence a member of the Evaluation Committee.
- Proposal is conditioned on the LCSO's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

D.3.8 Opening of Proposal. There will be no public opening of proposals. Proposals received will not be available for inspection until after the evaluation process has been completed and the Intent-to-Award Notification is issued. However, the LCSO will record and make available the identity of all Proposers after the opening.

D.4 Evaluation Process.

D.4.1 Responsiveness and Responsibility Determination. Proposals received prior to closing will be reviewed for responsiveness to all RFP requirements. If the Proposal is unclear, the POC may request clarification from the Proposer. However, clarifications may not be used to rehabilitate a non-Responsive Proposal. If the POC finds the Proposal non-Responsive, the Proposal may be rejected; however, the LCSO may waive mistakes in accordance with LCPR 137-047.

At any time prior to award, the LCSO may reject a Proposal found to be not Responsible in accordance with LCPR 137-047 and ORS 279B. In doing so, the LCSO may investigate the Proposer and request information in addition to that already required in the RFP, when the LCSO, in its sole discretion, considers it necessary or advisable.

D.4.2 Evaluation Criteria. Proposals that met the Responsiveness and Responsibility Determination evaluation will be evaluated by an Evaluation Committee. Points possible are as follows:

| Evaluation Criteria | Maximum Points |
|---------------------------------------|-----------------------|
| Scope of Work/Program Description | 40 |
| General Qualifications and Experience | 40 |
| Cost Proposal | 20 |
| References: | 20 |
| TOTAL POINTS: | 120 points |

The POC may request further clarification to assist the Evaluation Committee in gaining additional understanding of a Proposal. A response to a clarification request must be done only to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

D.4.3 Additional Rounds of Evaluation. The LCSO may conduct additional rounds of evaluation if in the best interest of the LCSO. Additional rounds of evaluation may consist of, but will not be limited to:

- Establishing a Competitive Range
- Presentations/Demonstrations/Additional Submittal Items
- Interviews
- Best and Final Offers

D.4.3.1. Process. If the LCSO elects to conduct additional round(s), the LCSO shall provide written notice to all Proposers describing the next step. At any time, the LCSO may dispense with the selected additional round and: (1) issue a Notice of Intent to Award to the highest ranking Responsible Proposer; or (2) elect to conduct an alternative round of competition; or (3) cancel the solicitation.

D.4.3.2 Interviews. If the LCSO decides to conduct interviews, the project manager and any key team members must attend the interview. The determination as to the need for interviews, the location, order and schedule of the interviews is in the sole discretion of the LCSO. The interview panel may include representatives from the LCSO and County and other agencies, but the specific composition of the panel will not be revealed prior to the interviews.

D.4.4 Best Value. The LCSO will select the proposal that presents the best value and is most advantageous to the LCSO, County, and the public. Accordingly, the LCSO and County may not necessarily award the Proposer with the lowest cost Proposal if doing so would not be in the overall best interest of the LCSO and County. The LCSO reserves the right to expand or reduce the proposed scope of work during potential contract negotiations.

SECTION E – AWARD AND NEGOTIATION

E.1 Award Consideration. If a Contract is awarded, the LCSO shall award a Contract to the highest ranking Responsive and Responsible Proposer based upon the scoring methodology and process described herein. The LCSO may award less than the full Scope described in this RFP.

E.2 Intent-To-Award Announcement. The LCSO will notify all Proposers in writing that the LCSO intends to award a contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions. The LCSO reserves the right to announce

its Intent-to-Award Announcement by letter, email, or fax. The Intent-to-Award Announcement shall serve as notice to all Proposers that the LCSO intends to make an award.

E.3 Insurance Certification. The apparent successful Proposer shall provide all required proofs of insurance to the POC within five (5) calendar days of the Intent to Award Notice. Failure to present the required documents within the five (5) calendar-day period may result in proposal rejection. Proposers are encouraged to consult their insurance agent(s) about the insurance requirements contained in the sample contract (Exhibit C) for this RFP prior to proposal submission.

E.4 Performance Bond. The successful Proposer will be required to provide a Performance Bond of 10% of the awarded contract, executed in favor of Linn County to ensure faithful performance of the contract. The successful proposer may submit a cashier's check or a certified check in lieu of all or a portion of the performance bond. The performance bond will guarantee the performance of the contract and must be executed by a surety company with authority to transact surety business in Oregon.

SECTION F – PROTEST PROCEDURES

F.1 Solicitation Protests.

F.1.1 Solicitation Protest Generally. A Proposer may protest terms and conditions of this RFP pursuant to LCPR 137-047-0730. A Proposer must deliver a written protest to the POC provided in Section B.3 at the Facility not less than ten (10) days prior to the closing date. The LCSO is not required to consider a Proposer's request for change or protest after the deadline.

F.1.2 Solicitation Protest Content. Pursuant to ORS 279B.405, a Proposer may file a protest with the LCSO if the Proposer believes that the procurement process is contrary to law, or if the Proposer believes that the RFP is unnecessarily restrictive, is legally flawed, or improperly specifies a brand name. If the Proposer fails to timely file such a protest, the Proposer may not challenge the contract award on these grounds in any future legal or administrative proceeding.

F.1.3 County's Response. The LCSO will provide notice to the Proposer if it entirely rejects a protest. If the LCSO agrees with the Proposer's request or protest, in whole or in part, the LCSO will either issue an Addendum reflecting its determination or cancel the solicitation pursuant to LCPR 137-047-0660.

F.2 Contract Award Protests.

F.2.1 Contract Award Protests Generally. A Proposer may submit to the LCSO a written protest of a contract award pursuant to LCPR 137-047-0740. A Proposer may protest the award, in writing, within the timeline established herein. The written protest shall state the grounds upon which the protest is based, and no protest of award shall be considered after the deadline established in Section F.2.2.

F.2.2 Contract Award Protest Deadline. Proposers will have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must be addressed to the POC provided in Section B.3.

F.2.3 Response to Contract Award Protests. The LCSO will issue a written disposition of the protest in a timely manner as set forth in ORS 279B.410(4). If the LCSO upholds the protest, in whole or in part, it may in its sole discretion either award the Contract to the successful protestor or cancel the solicitation.

F.2.4 Contract Award upon Protest Period Expiration. After expiration of the seven (7) calendar-day protest period, and resolution of all protests, the LCSO will proceed with final contract award. (If the County receives only one proposal, the County may dispense with the protest period and proceed with award of a contract.)

SECTION G – MISCELLANEOUS TERMS AND CONDITIONS

G.1 Costs of Proposals. Responses to this RFP do not commit the LCSO to pay any costs incurred by any Proposer in the submission of a Proposal. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its Proposal.

G.2. Addendum. Any change to this RFP shall be made by written addendum. The LCSO is not responsible for any explanation, clarification or approval made or given orally or in any manner other than by addendum. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the IRFP, including all Addenda, if any. Addenda will be published on the LCSO website at time of issuance (www.linnsheriff.org/rfps). It is the responsibility of all prospective Proposers to check the website for addenda prior to closing.

After the Proposal Due Date, LCSO reserves the right to issue addenda to all responsible Proposers who submitted responsive proposals, or to those Proposers that qualified for inclusion in subsequent rounds or phases, if applicable, in order to communicate program requirements and arrangements and other information as deemed necessary by LCSO.

G.3 Cancellation. The LCSO reserves the right to cancel this RFP solicitation or award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in the LCSO's best interest. In no event shall the LCSO have any liability for the cancellation of award.

G.4 Disputes. In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the LCSO shall be final and binding upon all parties.

G.5 Publicity. Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior written approval of the LCSO.

G.6 Conflict of Interest. A Proposer submitting a proposal thereby certifies that no officer, agent or employee of Linn County or the LCSO who has a pecuniary interest in this RFP has participated in the contract negotiations on the part of the County or LCSO, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same call for proposals, and that the proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

G.7 Collusion. A Proposer submitting a proposal hereby certifies that no officer, agent, or employee of Linn County, including the LCSO, has a financial interest in its Proposal; that its Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; and that the Proposer is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

G.8. Taxpayer Identification Number. The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form if either of the following applies:

- When requested by the LCSO (normally in an intent to award notice), or
- When the backup withholding status or any other information of Proposer has changed since the last submitted W-9 form, if any.

No payment will be made until a properly completed W-9 is provided.

G.9 Business Registry. If selected for award, the Proposer must be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. The selected Proposer shall be required to submit a current Oregon Secretary of State Business Registry number, or an explanation if not applicable.

All Corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. See requirements and exceptions regarding Registered Agents. For more information, see Oregon Business Guide, How to Start a Business in Oregon and Laws and Rules. The titles in this subsection are available at the following Internet site: <http://www.filinginoregon.com/index.htm>.

G.10 Additional Reservations. The LCSO reserves the right to:

- Waive any irregularities of informalities in any Proposals
- Extend the deadline for submission of Proposals
- Accept the proposal deemed to be the most beneficial to the public and Linn County
- Negotiate and accept, without advertising the RFP, the proposal of any other offer in the event that an agreement cannot be successfully negotiated with the selected Proposer.

ATTACHED EXHIBITS

Exhibit A: Technical and Operational Specifications
 Exhibit B: Cost Proposal
 Exhibit C: Sample Contract for Services
 Exhibit D: Affidavit of Trade Secret
 Exhibit E: Proposer Information and Certification Sheet

Exhibit A – Technical and Operational Specifications

1. EVALUATION PROCEDURES

The evaluation of Proposals will be as described in Section D of the RFP.

2. EVALUATION CRITERIA

The evaluation criteria are contained throughout this Exhibit A and the rest of the RFP. The scoring tabulation sheet is located in Section D of the RFP.

3. MANDATORY RESPONSES

Whenever there is an asterisk (*) throughout the RFP, the Proposer will be expected to respond specifically as prompted, including to all subsections of a section with an asterisk, within its proposal response. If there is no asterisk, it is assumed that the Proposer unconditionally accepts the LCSO's requirements in its response unless the Proposer clearly addresses the specific issue within its response and indicates that an exception or variation (including additions) has been made.

4. REQUIRED PROPOSER INFORMATION

The following information must be included in each proposal. The information will give the LCSO an overview of the Proposer's business operations.

* 4.1 HEADQUARTERS' OFFICE

- | | | |
|-------|--------------------------|---|
| 4.1.1 | Location | City, State, Zip Code, Phone Number |
| 4.1.2 | Services Available | Describe |
| 4.1.3 | Financial Considerations | |
| | a. Form of Ownership | Private or Public? If publicly owned, furnish annual report. |
| | | If corporation, state of incorporation. Principal Owner? |
| | b. Credit Rating | Bank, or other letter of reference |
| | c. Accounting Procedures | Describe |

| | | |
|-------|--|--|
| | d. Audit Control | Example |
| | e. Federal Employer ID Number | |
| 4.1.4 | Management | |
| | a. Background of top management | Describe education and experience |
| | b. Degree of participation with local operations | Describe 0% - 100% |
| | c. Reputation | List of accounts and contracts |
| 4.1.5 | Organizational Structure | |
| | a. Area of activity | Geographic location(s) |
| | b. Total number of operations | Number of units and annual gross |
| | c. Structure of national supervision | Number of zones |
| | d. Span of control | Levels of management |
| 4.1.6 | Operating Procedures | |
| | a. Effectively written | Yes or No. Describe operating procedures and provide a sample |
| | b. Purchasing | Is purchasing handled by headquarters or by each location? |
| | c. Accounting | Is the accounting system computerized? Describe. Is staff available for cost analysis, research? |
| | d. Invoicing/Payment | Are accounts receivable/payable handled by headquarters or by each location? Describe |
| | e. Communication | How often are local operations visited? What is the nature of support |

| | | |
|---|--|---|
| | | and supervision of local operator? |
| | 4.1.7 Personnel Relations | |
| | a. Fringe benefits | Describe fringe benefits programs offered and cost |
| | b. Recognition | Are there incentive or recognition programs? |
| | c. Profit sharing | Explain |
| | d. Retirement | Cost of program |
| * | 4.2 REGIONAL OFFICE | |
| | 4.2.1 Location | City, State, Zip Code, Phone Number |
| | 4.2.2 Service Available | Describe |
| | 4.2.3 Management | |
| | a. Staff background | Describe education, experience and length of service with organization |
| | b. Participation | Describe 0% - 100% |
| | c. References | List at least three current comparable corrections accounts including name and phone number of client contact |
| | 4.2.4 Organizational Structure | |
| | a. Area of activity | Geographic location(s) |
| | b. Total number of operations | Number of units and annual gross |
| | c. Structure of regional supervision | Areas covered |
| | d. Span of control | Ratio of regional supervisors to operations |
| * | 4.3 PROPOSED LINN COUNTY CORRECTIONS OPERATION | |
| | 4.3.1 Management | |

- | | |
|--|---|
| <ul style="list-style-type: none"> a. Background of general and unit managers | <p>Experience, etc. (include resumes)</p> |
|--|---|
-
- | | |
|--|-------------------------|
| <ul style="list-style-type: none"> 4.3.1 Staff <ul style="list-style-type: none"> a. Background of each proposed staff member | <p>Experience, etc.</p> |
|--|-------------------------|

5.0 RESPONSIBILITIES OF THE COUNTY

- 5.1 The LCSO will provide, install and permit the Contractor to use the capital equipment which the LCSO deems necessary for food service and related activities. The LCSO will not guarantee an uninterrupted supply of water, electricity, gas, heat, air conditioning or phone service. The LCSO will, however, be diligent in restoring service following an interruption. The LCSO will replace equipment it has provided, as it deems necessary, considering the average life of the equipment as determined by the manufacturer as well as any extraordinary circumstances.
- 5.2 The LCSO will provide, at its own expense, all utilities necessary for the performance of food service operations. The LCSO will provide telephone services in the food service office of the Kitchen. As a safety and security measure, this telephone will be subject to monitoring by corrections staff. The telephone will be provided without charge.
- 5.3 The LCSO will provide accurate meal orders, by location and type, to be served to adults in custody (AIC), and as indicated or appropriate, staff and visitors. Meal orders shall be available to the Contractor each day from Intake, West Tower and East Tower upon request from Contractor no less than 30 minutes prior to meal service.
- 5.4 The LCSO will provide ingress/egress, subject to security requirements, for the Contractor's employees via the security vestibule at Central Control or via kitchen vestibule.
- 5.5 The LCSO will provide office space and the following furniture for the Contractor in the Kitchen.

Desk
 Desk-Chair
 Four-drawer File Cabinet

2-Visitor's Chairs
Bookcase
Bulletin Board

Any other furniture and/or equipment for the office must be provided by the Contractor. Such equipment must be inventoried and a copy of the inventory provided to the Corrections Division or Programs Commander.

Additionally, the LCSO will provide tables and chairs for the Staff Dining Room. Staff lockers will be provided in the area immediately adjacent to the rest rooms. Locking devices for the lockers will be supplied by the LCSO. The lockers are subject to search at any time and without notice by the LCSO.

- * 5.6 The LCSO will provide up to eight (8) AIC workers to assist the Contractor with preparation and delivery of food service in the Facility. Worker's compensation for the AIC workers will be paid by the LCSO. Proposals must specify the number of AIC workers required by the Proposal and specify the tasks to be performed by the AIC workers.
- * 5.6.1 Food Handler Card Plan: It is the intent of the LCSO that AIC workers assigned to the kitchen be offered opportunities to obtain training in satisfying Oregon food handling standards and licensing. Proposers shall describe a plan to achieve this objective.
- 5.7 The administration and management of this contract for Linn County is the direct responsibility of the Sheriff. The Sheriff has delegated day-to-day responsibility for contract administration/communication purposes to the Corrections Division Commander and Programs Commander. No adjustment in the level of service, rate of per meal compensation or any other matters concerning the terms of the contract may be made without the express written consent of the Sheriff.

6.0 RESPONSIBILITIES OF THE CONTRACTOR

* 6.1 DAILY MEAL PRODUCTION REQUIREMENTS

The Contractor will be responsible for providing up to 750 meals per day for AIC confined to the Facility. In addition, up to 40 authorized Corrections Facility staff will have the opportunity to be served one meal per day, during their shift. For further details regarding LCSO staff food service, refer to Section 6.6.3. The above mentioned totals are theoretical maximum numbers based on available AIC bed space and authorized Corrections Facility staff.

The Contractor will also be responsible for retaining accurate and complete samples of each food item provided at a meal service for no less than 72 hours.

Please describe how this will be achieved.

6.2 PURCHASING

*

6.2.1 Specifications

The Proposer must, in its proposal, provide the minimum purchasing specifications to be used in the purchase of all food products and disposable serviceware. The specifications provided should address the levels of quality, grade, size, pack, count and all other relevant information, including whether or not recycled materials will be used (see LCPR 137-046-0320). The LCSO must approve, in writing, any changes from the stated specifications.

All food purchased for use under this contract shall meet at least the following specifications.

- a. Beef, veal, pork and lamb shall be of at least USDA good. The maximum fat and/or soy content of all ground meat products to be used cannot be in excess of 20 and 6 percent, respectively. All breaded products must have a product weight of three (3) ounces before breading.
- b. Poultry shall be at least USDA Grade B. Chicken quarters can be no less than eight (8) ounces raw weight. Legs or thighs must be a six (6) ounce minimum raw weight. All breaded products must have a product weight of three (3) ounces before breading.
- c. Canned fruits and vegetables shall be at least USDA Grade C (or standard).
- d. Frozen fruits and vegetables shall be at least USDA Grade B.
- e. Fresh produce shall be at least USDA #2.
- f. Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine when it is a commodity item.) Dry/powdered milk may be used in cooking/baking.
- g. Eggs shall be at least USDA Grade B, medium.
- h. If available, fresh fish and seafood are preferred. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of three (3) ounces before breading.

- i. All bakery products served shall consist of a minimum of 60% whole grains. Day-old breads may be purchased but must be used within 48 hours or frozen until the time of use.

The Contractor may not purchase "second market" and/or distressed food items without the prior written approval of the LCSO.

If a Proposer intends to use or incorporate government commodities into its food service program, the Proposer must describe its plans to do so in detail, including quality control, inspection, inventory method, and how such use will affect the meal cost and invoice provided to the LCSO.

6.2.2 Receiving

The Contractor will be responsible for receiving all goods at the Kitchen's receiving area. A member of the corrections staff will inspect all incoming goods for contraband before it is allowed inside the security perimeter. Vendors are not permitted to pass through the double security doors to the Kitchen or elsewhere inside the security perimeter of the Facility.

6.2.3 Salespersons/Other Invitees of Contractor

The Contractor should encourage all salespersons or other invitees (collectively, "invitees") to conduct business at their district/area offices. Access by invitees shall be as limited as possible and only for legitimate business reasons that cannot be achieved outside of the Corrections Facility. All invitees shall be approved by Corrections Facility staff prior to admittance. Contractor shall request approval from Corrections Facility staff no fewer than 24 hours prior to anticipated admittance.

*

6.2.4 Storage

Proposer will provide within its response a statement detailing how it will provide for the correct handling, prompt storage and rotation/issue of food items purchased for use in the Facility.

*

6.2.5 Inventory

The Proposer will provide a statement as to how often a physical inventory of non-processed food and supply items will be taken. The method for conducting the inventory and the disposition of the data collected must be explained in detail.

6.3 MENUS

The Contractor shall supply three meals per day. Dinners must always be a hot meal.

*

6.3.1 Cycle

A representative 28-day cycle menu must be submitted within the Contractor's proposal.

6.3.2 Contingency Meals

The Contractor will be required to provide food service, at no additional cost, to the LCSO in the event of lockdowns, riots, fire, power failure or other incidents that would cripple the normal operations of the Facility. At a minimum, the Contractor must maintain an on-premise inventory sufficient to prepare and serve three (3) days of scheduled meals.

6.3.3 Menu Changes

Changes in the planned menu shall be noted, in writing, on the menu in the Kitchen and the corrected menu filed with the Corrections or Programs Division Commander.

6.3.4 Menu Posting

The menu shall be posted in the Contractor's office at least one (1) week in advance of its use.

*

6.3.5 Medically Necessary Diets

Therapeutic diets must be available upon medical authorization. Specific diets must be prepared and served to AIC according to the orders of the attending physician, dentist or health services administrator; or as directed by the responsible health authority official. Medical diet recommendations will be furnished in writing to the Contractor. Medically necessary diets should conform, as closely as possible, to the food served other AIC.

Proposers shall submit menus for common medically necessary diets, including but not limited to diabetic diets, cardiac diets, dental soft diets, and liquid diets.

6.3.6 Religious Diets

Religious diets must be approved by the Corrections Commander and will be submitted, in writing, to the Contractor. Religious diets should be simple and conform as closely as possible to the food served other AIC.

*

6.3.7 AIC Food Services Menu Variations

In addition to the described AIC food services menu, Proposers shall submit at least five (5) special occasion menus for the LCSO to select from when the LCSO chooses to provide such a meal and the duration of advance notice Proposer would need to provide the special occasion menu variation.

For each of the five (5) special occasion menus, the Proposer shall list out the price per item on such menus and provide an option for the LCSO to select either the whole special occasion menu or individual items on each menu.

6.3.8 Staff Meals

Staff meals will be provided as described in Section 6.6.3.

6.4 NUTRITION REQUIREMENTS

6.4.1 Menu Certification

Menus must be reviewed and certified by a registered dietician as adjusted for age, sex and activity according to the recommended dietary allowances stated by the National Academy of Sciences. The Contractor must provide to the LCSO written certification of this review for each cycle menu prior to implementation.

6.4.2 Menu Substitutions

All substituted items in the menus served shall be of equal nutritional value as the original menu item. Any major changes shall be certified and signed by a registered dietician.

*

6.4.3 Daily Caloric Requirement

The minimum daily caloric requirements shall be 2,700. If a Proposer offers menus with varying caloric counts which result in corresponding price differences, such variation must be described in the cost proposal.

6.4.4 Staff Meals

Staff meals are served in the Staff Dining Room next to the Kitchen. Day and night shift staff may, at their option, receive the same meal as served to the AIC.

6.5 FOOD PREPARATION

*

6.5.1 Portioning

- a. All food portion sizes shall be the cooked weight or specifically identified as raw weight. Portions must be listed on the menu which is submitted in the proposal response. They must include the number and portion size of condiment packages.
- b. All condiments such as salt, pepper, catsup, mustard, relish, salad dressing and others shall be in individual disposable containers, counted to correspond with the meal count and sent with the cart.

The bulk commodity butter is to be used for the AIC meals. Due to security concerns, condiment or other meal packaging provided to AIC shall not be metallic and/or electrically conductive, i.e. no metal foil lining for condiment packages, no foil tops on juice containers.

6.5.2 Disposables/Expendables

The Contractor will furnish all paper, plastic, sacks and other expendable items used in the operation of the food services. Hair nets and plastic gloves, for use by the AIC workers in the Kitchen, will be supplied by the Contractor.

*

6.5.3 Quality Assurance

Each Proposal must provide the LCSO with a comprehensive quality assurance program concerning the purchase, delivery, storage, preparation and delivery of food for the Facility.

6.5.4 Sulfites

No sulfite additives are to be added to any foods served under the resulting contract.

6.6 FOOD DELIVERY AND SERVICE

The movement of food/dirty dish carts and personnel within the Facility must adhere to the rigid security guidelines established and periodically changed by corrections management.

6.6.1 Delivery Preparation

AIC meals are to be served on thermal service trays provided by the LCSO. Food will be portioned onto the trays by the Contractor and the trays loaded onto carts provided for that purpose. Beverages will be placed into large, insulated containers (also provided by the LCSO) to be later portioned into serving pitchers or individual cups for placement in the cell blocks by corrections staff. Meals will not be portioned onto the trays until immediately prior to delivery to insure the food will maintain a proper serving temperature until the time it is delivered to the AIC.

It will be the responsibility of the Contractor to insure that the correct number of trays, cups and flatware are sent with the delivery carts.

6.6.2 Cart Return

All flatware, trays, service trays and refuse shall be returned to the Kitchen on the cart used to deliver same. The serving officer(s) will be responsible for physically counting all trays, cups and flatware returned by the AIC.

* 6.6.3 Corrections Facility Staff Dining Service

The Corrections Facility has a staff dining room that is separate from the AIC food service area that offers a variety of break room amenities. Due to the nature of the staff scheduling, the staff dining room is required to have a variety of meal options at all times.

The objective of the Corrections Facility in offering staff food service is to provide a variety of food options for staff that consist of quality, healthy options, as well as snacks and a range of drink options.

The LCSO recognizes that there are multiple ways for Proposers to meet this objective. Methods could include, but are not limited to, the following:

- (a) Providing each shift with a soup, salad, and sandwich bar with fresh protein options such as turkey, ham, and chicken. If soup is proposed, soup should be pre-packaged, and not made from leftovers associated with other food service provide at the Corrections Facility.
- (b) Stocking refrigerated coolers with quality pre-packaged, single serving items such as sandwiches, salads, yogurt, string cheese, vegetables, combinations of meats and cheeses in a single-serving container, hard boiled eggs and beverages such as milk and orange juice.
- (c) Stocking non-refrigerated containers or shelves with snacks such as single servings of almonds or other nuts, protein bars, individual packets of peanut butter and shelf-stable jams or jellies.
- (d) Stocking a soda fountain with a variety of drink options, including water, soft drinks and sports drinks.

Given the range of options, if a Proposer is capable of meeting staff food service objectives, the Proposer shall describe each method it can provide for achieving the objectives and include the specific cost for providing such method.

The LCSO reserves the right to increase or decrease the quantities or options provided as part of staff food services in its discretion.

6.7 COMMISSARY SERVICES

6.7.1 Product Orders

Contractor shall process Commissary orders for Products from AIC in accordance with Contractor's standard procedures. No tobacco products shall be offered by Contractor. LCSO shall be responsible for collecting disbursements from AIC commissary accounts for purchases of such

Products; provided that Contractor shall have access to each AIC account for the purpose of recording and making disbursements, and of verifying that there are sufficient funds in such account to cover a Product order placed by such AIC, including but not limited to, any sales, use or other taxes related thereto.

*

6.7.2 Billing and Prices

Contractor shall determine the prices at which Products shall be sold. If Contractor sustains increases in costs, including but not limited to, increases in its Product, labor or equipment or software-related costs, Contractor may increase its prices to recover such increased costs, maintaining its historical mark-up. Contractor shall have the right to implement such price increases ten (10) working days after written notice to the LCSO of Contractor's need to do so. Contractor shall submit to LCSO on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by Contractor during such week, if any. The term "Gross Sales" shall mean total Product sales, including but not limited to, Indigent Product sales, including sales or use taxes, less authorized returns. The term "Net Sales" shall mean total Product sales, including but not limited to, Indigent Product sales, including sales or use taxes, less sales or use taxes and authorized returns.

6.7.3 Manner of Payment

Contractor shall bill the LCSO on a weekly basis for Gross Sales made during the immediately preceding week, together with any additional services provided during such week. Payment shall be made by check payable to vendor within fifteen (15) days after the invoice date. Such payment shall be sent to vendor's address. Contractor shall provide the LCSO with a comprehensive monthly summary of Gross Sales, services and credits. This summary shall be forwarded to the LCSO each month.

*

6.7.4 Commissions

Contractor shall pay to the County a commission on Gross Sales in an amount based on Net Sales of all Products, other than stamps and pre-stamped envelopes and Indigent Products provided by Contractor. The commissions on net sales made during each such week shall be deducted from the invoice submitted to the LCSO each week. State in the proposal the commission percentage that Contractor will pay to the County and how the proposed commission percentage may or will affect various other pricing components of the food services program.

6.7.5 Operational Responsibilities

Contractor's personnel, with the escort of Correctional Officers, shall transport such Products ordered by AIC to AIC, and shall deliver Products returned by AIC to Contractor at its commissary facility, in a timely manner.

*

6.7.6 Technology Interfaces

It is the responsibility of each Proposer to identify and describe points where technology interfaces and information data exchanges are capable with the proposed commissary service. Specifically, each Proposer will integrate with LCSO's existing Jail Management Software (JMS), the existing Inmate Telephone System (currently ***), and may also propose other interfaces or exchanges which enhance the efficiencies in management, delivery and operation of the commissary service proposed. Proposer will describe the implementation plan for each interface or exchange, and cover all costs for such interfaces or exchanges for the duration of the contract.

6.8 EQUIPMENT AND FACILITIES

The Contractor shall warrant that it will take all reasonable and prudent measures necessary to assure the LCSO that its equipment is being properly used and maintained.

If the Contractor observes any critical equipment failure or has reason to believe any equipment may fail if reasonably prompt action is not taken, the Contractor shall immediately notify Jail Maintenance, the Programs or Jail Commander, or the shift supervisor.

In addition, the Contractor will be expected to inform the Jail Maintenance, the Programs or Jail Commander, or the shift supervisor immediately of any equipment problems or deliberate mistreatment of equipment by an AIC worker or corrections staff member.

*

6.8.1 Preventative Maintenance

Preventive maintenance, including the cost, scheduling and selection of maintenance technicians, is the responsibility of the LCSO.

6.8.2 County Maintenance

The LCSO may use its own maintenance personnel for minor repairs. The decision to repair, or not to repair, rests solely with the County.

6.8.3 Inventory Procedures

The Contractor and LCSO shall jointly inventory, at least semi-annually, all capital equipment and County-owned serveware under the Contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The Contractor will be liable for the replacement cost for all unaccounted for items.

6.8.4 Smallwares

The Contractor shall, at its expense, supply, maintain and replace all smallwares such as knives, spatulas, ladles, spoons, whips and related cooking utensils. Additionally, the Contractor will provide and as necessary replace all sanitation and janitorial equipment used in the Kitchen area.

The Contractor is also required to supply an adequate number of smallwares for use in the Staff Dining Room.

It is required that the Contractor depreciate these smallwares over three years on a straight line basis, and at the end of the three years these smallwares shall become the property of Linn County. In the event that future contract options are not exercised, the LCSO, or the new contractor, may purchase the equipment from the Contractor at its depreciated value at the time of contract changeover.

6.9 JANITORIAL

6.9.1 Garbage

The Contractor shall remove all trash to the compactor a minimum of twice daily.

6.9.2 Ventilation System

The Contractor will assume responsibility for the steam cleaning of the hood ventilation system twice annually at the Contractor's expense.

6.9.3 Cleaning

The Contractor will be responsible for all day-do-day, as well as periodic, major cleaning of the entire Kitchen area assigned to the Contractor including refrigerators, freezers, storerooms, dish wash room, Kitchen, Staff Dining Room, employee rest rooms and office. LCSO's janitorial personnel will not be assigned any work in the Kitchen.

The Contractor will be responsible for on-going sanitation/cleanliness in the Staff Dining area. The cleaning process will include wiping down the

tables and counters, removal of dirty dishes, resupply of condiments, cleaning of the coffee maker, refrigerator and microwave and other similar tasks.

6.9.4 Supplies and Materials

The Contractor shall supply hand soap, paper towels and toilet tissue for the rest room in the Kitchen and for the hand-washing sinks in the Kitchen and Staff Dining Room.

Additionally, the Contractor shall supply all sanitation and cleaning supplies and materials, including cleaning solutions, equipment, tools, and any other items necessary to meet sanitation standards.

The Contractor shall maintain up-to-date and accurate Safety Data Sheets (SDS) for each chemical used and stored in the Kitchen in a readily accessible location.

6.9.5 Extermination/Pest Control

The Contractor shall be responsible for the cost and implementation of a regular monthly program for the extermination of rodents, vermin and other unsanitary vectors in the Kitchen area. All reports will be forwarded to the Designed Food Service Representative.

6.10 PERSONNEL AND SUPERVISION

6.10.1 Selection and Hiring

All Contractor's personnel at the Corrections Facility must complete the LCSO's Office General Application form, be photographed and fingerprinted, and be approved for work/entry inside the security perimeter. This process must be completed prior to the employee being allowed entry and beginning work. The processing by the LCSO shall take no more than five (5) business days.

*

6.10.2 Benefits

The Proposer shall submit copies of all employee benefit plans including medical insurance, pension, dental, holidays and vacation schedules and any other benefits for its on-site management and staff. Wage rates for all levels of staff shall also be included in the proposal.

6.10.3 Manager

*

a. The Proposer shall provide job profiles and resumes for the individual(s) who will be considered for the Contractor's position of Linn County Food Services Manager. A job profile must also be submitted for the assistant manager, if any. It is requested that

the individual(s) in management positions have significant previous experience with correctional food services and demonstrated success at operational management of correctional food services similar in scale and scope of the LCSO Corrections Facility.

* b. The LCSO is concerned that the Food Services Manager, proposed and approved during the RFP process, remain with the Facility throughout the life of the contract. The Contractor shall include with its proposal a statement showing its commitment to this concept.

c. The Contractor shall notify the LCSO prior to the transfer/removal of any manager and request that the LCSO approve the replacement. The LCSO reserves the right to reject any managerial candidates, without cause.

* 6.10.4 Training
Proposers shall submit a proposal for the training of its Linn County Corrections Facility employees including length of training period, location for training and performance evaluation procedures. Personnel shall not be trained at the Linn County Corrections Facility for work at other sites.

* 6.10.5 Performance Evaluation
Proposers shall submit within its proposal the frequency and process used for management and staff job evaluations.

6.10.6 Compliance with Rules and Regulations
The Contractor and its employees assigned to the Linn County Corrections Facility will be expected to comply with all LCSO rules of conduct concerning normal day-to-day operations.

* 6.10.7 Staffing
The Contractor will be expected to staff the operation with the optimum number of employees at all times for the efficient operation of the Facility. A detailed staffing chart must be submitted within the proposal. Any subsequent reductions in the total number of work hours proposed must be approved, in writing, by the LCSO.

Proposer shall ensure that for the first two years of the contract, each of Contractor's staff shall have a minimum of two years' experience of institutional food service similar in size and scope to that required in the Corrections Facility.

Whenever AIC workers are present in the Kitchen area, the Contractor must have a minimum of one person actively (physically present in the Kitchen as opposed to the Office, Storeroom, Loading Dock or Staff Dining Room) engaged in the supervision of them.

6.10.8 Uniforms

Contractor employees, including management, shall be properly attired in a standard uniform. The Contractor's employees must be clean and neat at all times and easily discernable from the AIC/AIC workers. Hair restraints (hats or nets) and plastic gloves (when handling food) must be supplied to and worn by all food service employees and AIC workers in the Kitchen. These items will be supplied and the costs borne by the Contractor.

6.10.9 Employee Removal

The LCSO may require the Contractor to immediately remove any of the Contractor's employees from the County's premises for any reason sufficient to the LCSO. Any and all such removals will be made in the name of the Contractor and therefore the Contractor will assume the responsibility for their removal.

6.11 FINANCIAL

*

6.11.1 Contractor Compensation – Cost Proposal

Each Proposer must submit an expenses and administrative/management fee cost proposal under separate, sealed cover within the Proposal. The Contractor will be compensated monthly on a per meal/per person basis. Within the bid, the Contractor must show the cost for each meal period, i.e., breakfast, lunch, dinner, as well as for special AIC diets and staff meals.

The per meal cost proposal prepared by the Proposer must include the following elements.

- a. Food cost
Factoring in any anticipated use of U.S. Government commodities.
- b. Disposables
All non-returnable serviceware and packaging directly related to the service of meals.

- c. Labor Cost
To include all on-site management and staff, benefits and payroll taxes.
- d. Controllable Expenses
All normal day-to-day expenses for operating supplies, repairs and maintenance, uniforms and other related costs.
- e. Equipment and Smallwares Expense
Cost for installation and maintenance of any equipment not supplied by, but approved for use by, the LCSO. This includes the purchase and periodic replacement of Contractor supplied smallwares.
- f. Administrative/Management Fee
Those costs associated with the administration and management of the contract which are not shown in the labor, expenses or equipment/smallwares categories. This fee is to include the Contractor's profit margin.
- g. Miscellaneous Expenses
Must be identified. Refer to Sections 6.7.2 and 7.2.

6.11.2 Compensation - Payment

The Contractor is to submit to the Corrections Division or Programs Commander by Tuesday of each week a day-by-day statement for the previous week with the number and classification of meals prepared and served to the following.

- a. Corrections Facility AIC.
- b. Supplemental sack lunches.
- c. Corrections officers and authorized support staff.
- d. Official guests of the LCSO (prior authorization required).

The LCSO will not pay for unconsumed meals prepared in excess of the counts provided from Central Control.

As part of corrections staff benefits, the LCSO pays for one (1) meal during each shift of duty. On occasion, other LCSO staff and visitors eat at the Facility.

6.11.3 Meal Count Reconciliation

The Contractor and the LCSO will reconcile meal counts daily. In the event of a dispute regarding meal counts and subsequent charges, the LCSO shall resolve any discrepancy by using the count of the actual number of meals received unless it is exceeded by the number of meals ordered, in which event that number will prevail. In the event of any dispute, the meal count figures of the LCSO shall prevail.

6.11.4 Accounting Cycle

The Contractor must comply, for accounting cycle purposes, with the County's fiscal year of July 1st to June 30th and calendar month periods.

6.11.5 Right to Audit

The LCSO reserves the right to audit any aspect of the food and commissary services system, as performed by the Contractor. The Contractor shall keep accurate and complete records thereof for the duration of the contract, including any extension periods, and for three (3) years thereafter, except as required longer by law, or until the conclusion of any audit, controversy or litigation arising out of or related to the delivery of services under the Contract, whichever date is later.

6.12 FACILITY SECURITY

6.12.1 Ingress/Egress

All Contractor employees must report for work by entering the building via the main security vestibule at Central Control or the kitchen vestibule. An identification badge will be issued to each of Contractor's staff assigned to the Corrections Facility. Employees will wear the badge, prominently displayed, at all times while inside the Corrections Facility. In the event a badge is misplaced, the employee must notify the jail shift supervisor as soon as possible.

6.12.2 Metal Detector

Contractor employees may be required to pass through a metal detector upon entering and leaving the building. In addition, all persons and their belongings will be subject to search. Contractor's employees are subject to search at anytime they are within the security perimeter of the Facility.

6.12.3 Locked Doors

The Contractor and its employees will be responsible for keeping closed and locked all internal doors in the assigned work area. The Contractor and its employees must adhere to all security restrictions imposed by the Corrections Division Commander.

6.12.4 Employee/AIC Relationships

The Contractor must ascertain and notify the LCSO immediately, in writing, if any staff employed at the Facility is related to any person confined as an AIC in the Facility. It is the Contractor's responsibility to require its employees to alert the Contractor whenever a person who is a relative or personal acquaintance of that employee is admitted to the Linn County Corrections Facility as an AIC.

6.12.5 Sharp Equipment Inventory

The Contractor will implement a check-out/check-in log procedure for sharp utensils. The Contractor will provide and utilize a locked shadow board for the secure storage and quick inventory of knives, meat forks and other sharp or pointed utensils. The LCSO reserves the right to enter the Kitchen and inventory all such items at its discretion. Any missing items must be reported to the shift commander or officer in charge immediately, then to the Corrections Division or Programs Commander.

6.12.6 Maintenance Vendors

Maintenance vendors will be required to enter the building through the proper security channels. There will be no exceptions.

6.12.7 Emergency Authority

In an emergency situation, the corrections staff will take supervisory precedent over the Contractor's management and staff.

6.12.8 AIC Workers

AIC workers will not be allowed outside of the security perimeter of the building. AIC workers will not be allowed to supervise the activities of other AIC workers.

* 6.12.9 Prison Rape Elimination Act (PREA)

Contractor shall comply with the Prison Rape Elimination Act of 2013 (Federal Law 42, USC 15601 et seq.) and with all applicable PREA Standards, Linn County policies, procedures, and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Linn County facilities either, owned,

operated, or leased. Contractor acknowledges that, in addition to “self-monitoring requirements,” Linn County will conduct announced or unannounced compliance monitoring to include on-site monitoring, self-monitoring, and independent auditing.

Proposers shall describe in detail their policies and practices for achieving PREA compliance, including but not limited to annual training requirements, and identify any instances where cooperation between the LCSO and Proposer may be necessary. If requested, LCSO can provide annual training materials that meet the LCSO’s PREA policies, procedures and standards to Contractor/the successful Proposer

6.13 SANITATION AND SAFETY

6.13.1 Laws

The Contractor will obey all federal, state and local laws and ordinances regarding health, sanitation and safety. The Contractor will be subject to inspections in the Kitchen by authorized personnel from the Linn County Health Department.

6.13.2 Food Handlers Cards/Medical Exams

The Contractor will provide medical examinations as required by law and appropriate records for each employee will be kept on file with the Corrections Division Commander. This includes a current food handlers card on file for all of the Contractor's staff and management.

6.13.3 Medical Clearance

The Contractor will require medical clearance for any employee to return to work after a three (3) day absence for illness.

6.13.4 Food Samples

The Contractor shall save samples of all prepared foods/complete meals for a period of not less than 72 hours for testing in the event of an outbreak of food poisoning. Samples shall be clearly marked as to the dates and times of preparation, service and storage.

6.13.5 Emergency Situation Reports

The Contractor will be responsible for immediately notifying the shift supervisor of any fires in the Kitchen area and of any accidents involving Contractor personnel and AIC workers assigned to food service duties.

6.13.6 Employee Physical Health

The Contractor will not permit employees or assigned AIC workers with communicable health problems to work.

6.14 ENERGY CONSERVATION

When the Kitchen is not in use or when food preparation is at a minimum, the Contractor will assume maximum utility/energy cost conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items. The Contractor will be responsible for turning off all non-essential equipment when the area is not in use.

6.15 ASSIGNMENT

The Contractor's rights and obligations cannot be transferred or subcontracted without written approval from the LCSO. The LCSO, by this agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor.

6.16 RIGHTS OF INSPECTION/COMPLAINTS

6.16.1 Inspections

The facilities operated under contract with the LCSO may be inspected by the LCSO for security, sanitation, food standards, quality of food preparation and service, Contractor employee performance or any other valid reason. After each inspection, the Contractor will be advised, in writing, of unsatisfactory conditions for which the Contractor is responsible. The Contractor will promptly correct such deficiencies and communicate, in writing, within five (5) business days, the solution to each problem, when it was corrected and what has been done to prevent recurrence of the problem.

6.16.2 Complaints

All complaints by AIC and staff will be submitted, in writing, to the Corrections Division or Programs Commander. Complaints which are valid, within the terms of the LCSO's agreement with the Contractor, will be forwarded, in writing, to Contractor's management. Contractor will have five (5) business days in which to present a written response detailing the solution to the problem.

6.16.3 Record Keeping

The LCSO will maintain a record of all inspections and complaints and review the records with Contractor periodically for the purposes of evaluating compliance with performance benchmarks.

6.17 INSURANCE

The Contractor shall obtain and at all times keep in effect insurance in accordance with Exhibit C, which is substantially similar to the contract that the successful

Proposer will be expected to sign.

Proposers are encouraged to consult with their insurance carriers regarding the insurance requirements early in the solicitation process.

6.18 INDEMNIFICATION

The Contractor shall agree to indemnify the LCSO and County in accordance with Exhibit C, which is substantially similar to the contract that the successful Proposer will be expected to sign.

6.19 PERFORMANCE BOND

The Contractor will be required to provide a Performance Bond of 10% of the awarded contract, executed in favor of Linn County to ensure faithful performance of the contract. The successful proposer may submit a cashier's check or a certified check in lieu of all or a portion of the performance bond. The performance bond will guarantee the performance of the contract and must be executed by a surety company with authority to transact surety business in Oregon.

6.19 INDEPENDENT STATUS OF CONTRACTOR

The Contractor hereby represents and agrees that it is engaged as an independent Contractor and not as the agent, employee or servant of the LCSO or Linn County; that it has and hereby retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all of its employees; that it will be solely responsible for wages (including withholding of income taxes and social security), taxes, worker's compensation, compliance with OSHA and all employment related regulations relating to its employees; and that it will be responsible for its own acts and those of its subordinates, employees and agents during the term of the Agreement. Contractor shall retain the exclusive right to hire and fire, subject to the rights of the LCSO set out in section 6.9.9, and set the terms and conditions of employment for its employees, including wages, hours, fringe benefits, duties, grievance procedures and labor relations matters. The LCSO shall not be considered a joint employer, joint venturer or partner with Contractor.

6.20 TERMINATION OF CONTRACT

In addition to the termination provisions contained in Exhibit C, the LCSO shall have the right to immediately terminate the contract, without notice, if for any reason the Contractor fails to provide the food service required by this agreement in any 24-hour period.

* 6.21 EMERGENCIES

The Contractor shall include in the proposal contingency plans to provide service

in the face of unexpected events, i.e., power failure, fire, riot, lockdown, labor strikes, ice storms or acts of God that would preclude normal expectations.

6.22 AUXILIARY FOOD SERVICES

The Contractor will be available to provide food for visitors and other related County functions. The Contractor should not proceed with such functions without written authorization from the LCSO. The costs for such meals, if different from those served the AIC and staff, can be subject to negotiation.

* 6.23 TRANSITION PLAN

The Contractor will submit, in writing within its proposal, a plan for transition of a new Contractor (if applicable) into the Linn County Corrections Facility including hiring and training of staff, purchasing, inventory and other factors to assure that there is no operational or security break in the system during said transition.

7.0 CONTRACTOR REVISION/RENEWAL

7.1 The LCSO reserves the right to either increase or decrease food service requirements within the terms of the contract. The cost for the additional services only will be negotiated at the time the request is made.

* 7.2 The Contractor will be required to submit a price-per-meal cost for the next full fiscal year by January 31st of each year. The Contractor must propose and explain the process that will be used to justify the proposed cost increase based upon the following:

7.2.1 The USDA Regional Wholesale Food Price Index (as issued quarterly) and the USDA Food Index Forecast will be used to justify the increase in food cost.

7.2.2 U.S. Department of Labor Regional Statistics for labor cost increase in similar job categories will be used to justify the increase in labor costs. In addition, increases in tax rates affecting labor costs will be applied.

7.2.3 Changes in LCSO-specified menus, points-of-service, additions or levels of service provided.

7.2.4 Verification/substantiation of any other cost factors through submissions of supplier invoices over a six-month span.

In addition, the Contractor will, within its cost proposal, set a not-to-exceed percentage increase in the cost per meal, regardless of the above factors.

7.3 NOTIFICATION OF RENEWAL

The LCSO will notify the Contractor no later than May 1, 2022, and May 1, 2024, whether or not it will exercise the option to renew the contract for the next fiscal year.

7.4 CONSTITUTIONAL DEBT LIMITATION

The constitutional debt limitation for counties requires any County contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provision, and contract documents will reflect this condition.

8.0 QUARTERLY REVIEWS

The Contractor will submit, in writing, within fifteen (15) days of the end of the quarter, a report of food service activity to include but not be limited to the following:

A complete accounting of the actual AIC meals served including hot meals, sack lunches, religious and medical diets, and special occasion meals;

An accounting of the costs associated with providing staff food services broken down by category;

A description of the general operating condition of each major piece of kitchen equipment as identified at the commencement of the Contract;

An assessment of the overall program strengths and weaknesses as well as recommendations for improvement of food service, cost control or other areas.

[The remainder of this page is intentionally left blank.]

Exhibit B: Cost Proposal Submission Form

In accordance with the Request for Proposals (RFP No. 2020-176) issued by Linn County acting by and through the Linn County Sheriff's Office (LCSO), the Proposer referenced below submits a Cost Proposal.

I hereby certify that the undersigned is authorized to represent the Proposer stated below, and empowered to submit this proposal, and if selected, authorized to sign a contract with Linn County for the services identified in the Request for Proposals. In addition, I certify that all LCSO Food and Commissary Services RFP requirements, including administrative costs including but not limited to the cost of obtaining the insurance coverage required by the RFP have been reviewed and are incorporated into this Cost Proposal.

Business Entity Name: _____

Signature: _____

Printed Name & Title: _____

Date: _____

| Project Costs: AIC Meals | | | | |
|-----------------------------|------------------|----------|-----------|--------|
| | Provide Details* | Quantity | Unit Cost | Amount |
| Standard AIC Meal | | 1 | Each | |
| AIC Sack Meals | | 1 | Each | |
| Medical Meals | | 1 | Each | |
| | Diabetic | 1 | Each | |
| | Cardiac | 1 | Each | |
| | Dental Soft | 1 | Each | |
| | Liquid | 1 | Each | |
| Religious Meals | | 1 | Each | |
| Special Occasion Menu/Meals | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

* If the price per meal changes based on AIC population in the Corrections Facility, the Proposer shall indicate the price per meal based number of meals served.

| Project Costs: Staff Food Service | | | | |
|--|-------------|----------|------|------|
| | Description | Quantity | Unit | Cost |
| Fresh Food Bar | | | | |
| | | | | |
| | | | | |
| | | | | |
| Stocked cooler with individually packaged single servings of juices, milk, yogurt, vegetables, meats and cheeses, and a dessert option | | | | |
| | | | | |
| | | | | |
| | | | | |
| Beverage Dispenser(s) | | | | |
| Soda Fountain Machine | | | | |
| Alternative 1: _____ | | | | |
| Alternative 2: _____ | | | | |
| Alternative 3: _____ | | | | |
| Alternative 4: _____ | | | | |
| Alternative 5: _____ | | | | |

CONTRACT FOR SERVICES
(Pursuant to Resolution & Order No. 2020-XXX)

THIS CONTRACT is made and entered into by and between **LINN COUNTY**, a political subdivision of the State of Oregon, (the "County"), of P.O. Box 100, Albany, Oregon, 97321, and **NAME OF BUSINESS**, of Address, City, State, Zip, (the "Contractor"), whose Federal Employer Identification No. is _____.

| | |
|------------------------------------|---|
| BRIEF PROJECT DESCRIPTION: | Project Name (hereinafter referred to as the "Project") |
| TOTAL NOT-TO-EXCEED AMOUNT: | \$ |

WHEREAS, The County requires the work and services described herein, and the Contractor is willing, skilled, and agrees to perform all the work and services described herein, now, therefore, IT IS AGREED:

1. **Term of the Contract.** This Contract shall be effective and services required hereunder shall commence on Date, [day/ month], and shall terminate on June 30, 2022, unless otherwise terminated or extended as provided herein. The Sheriff shall retain the right to exercise two (2), two (2) year extension options that may be exercised in the Sheriff's sole discretion. If, after expiration of the last two year extension period, and Contractor agrees to the extension, the Contract may be extended for an additional two years. The Sheriff shall notify the Contractor of a decision to exercise an extension option or request an extension no later than 60 days prior to the projected expiration date. Additionally, in the event the County is unable, despite reasonable efforts, to secure a new contract for the provision of services required under this Contract prior to the expiration of the Contract, the Contract then in effect will extend until a new contract is executed. The County will take all reasonable steps to execute a new contract as soon as is practicable under the circumstances.
2. **Consideration.** As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor a sum not to exceed \$XX. The County shall pay the Contractor within 30 days following the date the invoice is received. The County shall make payments only after the County's receipt and approval of (i) the Contractor's detailed monthly invoice, and (ii) all documentation required by the invoice. If the County fails to pay within 45 days of such date, the Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.
3. **Services to be Performed by the Contractor.** Contractor agrees to perform the following services to the satisfaction of the County:
 - a. [Based on RFP and Proposal.]
 - b. Pursuant to ORS 279B.220, for all services provided under this Contract, the Contractor shall:
 - (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the Contractor does not pay promptly any claim that is due for the services furnished to the Contractor by any subcontractor in connection with this

Contract, the County may pay such claim and charge that payment against any payment due to the Contractor under this Contract. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

- c. In addition to abiding by the terms and conditions stated herein, the Contractor shall abide by and conform to all obligations asserted by the Contractor in their proposal and the provisions of the RFP, which are attached hereto as Exhibit __ and incorporated herein. If any conflict exists between a provision in this Contract and a provision in Exhibit __, the provisions of this Contract shall prevail. If any conflict exists between the RFP and Contractor's proposal the RFP shall prevail unless the Contractor's proposal specifically refers to and excepts the conflicting provision, term or condition of the RFP.

4. Contractor's Responsibilities:

- a. Contractor agrees to comply with all federal, state and local laws and regulations governing the preparation, handling and serving of foods, and to procure and keep in effect all necessary licenses, permits, and food handler's cards required by law.
- b. Contractor shall hire all employees necessary for the performance of this Contract. Upon being hired, such employees shall be subject to such health examination as proper city, county, state, or federal authority may require in connection with their employment. All persons employed by Contractor will be the employees of Contractor, and not of the County.
- c. Contractor agrees that Contractor's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct at the Linn County Corrections Facility.
- d. Contractor agrees to use the Linn County Corrections Facility for County purposes only and to restore the premises to the condition in which received in event of contract termination, reasonable wear and tear excepted, and exclusive of any County-directed or mutually agreed upon alterations.

5. Warranty of Services. The Contractor represents and warrants that: (i) the Contractor shall perform all services set forth herein in a good and workmanlike manner, in conformance with the terms, conditions, and requirements of this Contract, and in accordance with the highest applicable professional and/or industry standards; (ii) the Contractor warrants that each of the Contractor's employees assigned to perform services under this Contract has the proper skill, training, and background to be able to perform the services in a competent, timely, and professional manner and that all services shall be so performed; and (iii) the Contractor shall at all times maintain and keep current all licenses and certifications required to perform the work set forth in this Contract.

6. Declaration of the Nature of the Contractual Relationship. The Contractor is an independent contractor and not an employee of or agent of the County. The County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.

7. Hours of Labor. Pursuant to ORS 279B.235, no person shall be employed by the Contractor under this Contract for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of 40 hours a week and for work performed on any legal holiday as specified in ORS 279B.020.

8. Workers' Compensation Provisions.

- a. The Contractor may employ workers, and if the Contractor employs workers, the Contractor shall obtain and at all time keep in effect Workers' Compensation insurance. The Contractor

represents to the County that it presently maintains coverage sufficient to meet the requirements of Oregon law through [INSERT INSURANCE PROVIDER], Policy No.XX.

- b. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for the Contractor or the Contractor's employees.
- c. The Contractor knowingly waives any rights, as against Linn County, under the Workers' Compensation Law.
- d. The Contractor agrees that all employers, working under this Contract, including but not limited to the Contractor, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
- e. The Contractors who are not subject workers under ORS 656.027 who will provide services under this contract agree to either elect workers' compensation coverage under ORS 656.128 or specifically release County of any and all claims that would be covered by the workers' compensation laws of the state of Oregon if the Contractor was a subject worker under ORS 656.027.

9. **Indemnification.** To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, the Contractor shall indemnify, defend, save, and hold harmless (with counsel of the County's choice) the County and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, including attorney fees, arising out of the acts or omissions of the Contractor, its officers, agents, or employees performing under this Contract. The Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the services under this Contract.

- a. Granting of Authority Required. Neither the Contractor nor any attorney engaged by the Contractor shall defend the claim in the name of the County or any department or office of the County, nor purport to act as legal representative of the County or any of its departments or offices without first receiving from the County's legal counsel authority to act as legal counsel for the County, nor shall the Contractor settle any claim on behalf of the County without the approval of the County's legal counsel. The County may, at its election and expense, assume its own defense and settlement.

10. **Amendments.** This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and Linn County Code. No amendment shall bind either party unless in writing and signed by both parties.

11. **Insurance.**

- a. General Liability. The Contractor shall obtain and at all times keep in effect, commercial general liability insurance covering activities and operations of the Contractor. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300 which includes the following minimum limits, or as otherwise required below:

(1) For claims of damage to or destruction of property:

- (a) **\$126,200** to any single claimant, including consequential damages, arising out of a single accident or occurrence, and annually thereafter

- in the amount established by the office of the State Court Administrator pursuant to ORS 30.273(3); and
- (b) **\$630,800** to all claimants, for any number of claims, including consequential damages, arising out of a single accident or occurrence, and annually thereafter in the amount established by the office of the State Court Administrator pursuant to ORS 30.273(3);
- (2) For claims of injury or death:
 - (a) **\$2 million** to any single claimant arising out of a single accident or occurrence; and
 - (b) **\$4 million** to all claimants, for any number of claims arising out of a single accident or occurrence.
- i. The Contractor has obtained insurance required by this section through Policy No. XX, written by [INSERT INSURANCE COMPANY].
- b. Automobile Liability Insurance. The Contractor shall maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in the performance of services under this Contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300 which includes the following minimum limits:
 - (1) For claims of damage to or destruction of property:
 - (a) **\$126,200** to any single claimant, including consequential damages, arising out of a single accident or occurrence, and annually thereafter in the amount established by the office of the State Court Administrator pursuant to ORS 30.273(3); and
 - (b) **\$630,800** to all claimants, for any number of claims, including consequential damages, arising out of a single accident or occurrence, and annually thereafter in the amount established by the office of the State Court Administrator pursuant to ORS 30.273(3);
 - (2) For claims of injury or death:
 - (a) **\$2 million** to any single claimant arising out of a single accident or occurrence; and
 - (b) **\$4 million** to all claimants, for any number of claims arising out of a single accident or occurrence.
 - ii. The Contractor has obtained insurance required by this section through Policy No. XX, written by [INSERT INSURANCE COMPANY].
- c. Professional Liability. The Contractor shall maintain Professional Liability and/or Errors & Omissions Insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Contractor under this Contract. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300 which includes the following minimum limits:
 - (1) For claims of damage to or destruction of property:
 - (a) **\$126,200** to any single claimant, including consequential damages, arising out of a single accident or occurrence, and annually thereafter

in the amount established by the office of the State Court Administrator pursuant to ORS 30.273(3); and

- (b) **\$630,800** to all claimants, for any number of claims, including consequential damages, arising out of a single accident or occurrence, and annually thereafter in the amount established by the office of the State Court Administrator pursuant to ORS 30.273(3);

(2) For claims of injury or death:

- (a) **\$2 million** to any single claimant arising out of a single accident or occurrence; and
- (b) **\$4 million** to all claimants, for any number of claims arising out of a single accident or occurrence.

ii. The Contractor has obtained insurance required by this section through Policy No. XX, written by [INSERT INSURANCE COMPANY].

d. General Insurance Provisions.

i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims made basis. Any insurance policy authorized to be written on a claims made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.

ii. Insurance coverage shall apply on a primary and non-contributory basis.

iii. Prior to commencing services, the Contractor shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Contractor or its insurer to the County. If requested, the Contractor shall provide complete copies of insurance policies to the County.

e. Policy Changes. In the event of unilateral cancellation by the insurance company of an insurance policy referred to in this section, the Contractor shall immediately notify County orally and in writing within three (3) business days.

12. **Termination.**

a. The County's Termination for Convenience. The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Contractor with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Contractor shall provide the County with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

- b. The County's Termination For Cause. The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at the Contractor's address provided herein, specifying the cause:
- i. The Contractor breaches any of the provisions of this Contract. The Contractor shall be liable for any and all damages suffered by the County as the result of the Contractor's breach of Contract, including, but not limited to, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170;
 - (1) In the event of breach for unsatisfactory performance or nonperformance, the Linn County Board of Commissioners is the sole judge of the Contractor's unsatisfactory performance or nonperformance.
 - ii. The Contractor no longer holds all licenses or certificates that are required to perform the services required under this Contract;
 - iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Contractor's services; or
 - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited or the County is prohibited from paying for such services from the planned funding source.
- c. The Contractor's Termination for Cause. The Contractor may terminate this Contract for cause if the County fails to pay the Contractor pursuant to this Contract. The Contractor may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Contractor's notice, or such longer period as the Contractor may specify in such notice.
13. **Waiver.** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
14. **Records Maintenance; Access.** The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. The Contractor acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
15. **Assignment; Delegation; Successors.** The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.

16. **Severability.** If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
17. **Entire Agreement.** This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
18. **Compliance with Applicable Laws.** The Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods and/or services under this Contract, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
19. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefore.
20. **Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Contractor has met this requirement.
21. **Governing Law, Jurisdiction, Venue, & Attorney Fees.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Linn County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Contractor hereby consents to the in personam jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.
22. **Notices.** Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth below. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.
 - a. The County's Contact Information
[contact name, title, address, phone, email]
 - b. The Contractor's Contact Information
[contact name, title, address, phone, email]

23. **Tax Certification.** The individual signing this Contract on behalf of the Contractor certifies under penalty of perjury both individually and on behalf of the Contractor that he or she is authorized to act on behalf of the Contractor and that the Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. Further, the Contractor shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, Contractor's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
24. **Counterparts.** This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
25. **Survival.** All rights and obligations shall cease upon termination of this agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions. Each person signing this Contract represents and warrants to have the authority to execute this Contract.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS
FOR LINN COUNTY

Signature

Roger Nyquist, Chairman

Name, Typed or Printed

John K. Lindsey, Commissioner

Title

William C. Tucker, Commissioner

Date

Date

APPROVED AS TO CONTRACT TERMS:

APPROVED AS TO CONTRACT FORM:

(Dept Head)
Linn County Title

Name of Attorney
Deputy/County Attorney for Linn County

EXHIBIT D
Affidavit of Trade Secret

_____ (Affiant), being first duly sworn under oath, and representing [insert Proposer Name] (hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the "Proposal"), to the State of Oregon (State) in response to Request for Proposals 18-01, for Mental Health Residential Treatment Facility Services and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

Or

- B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)

) ss:

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT E
PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____ **City, State, Zip:** _____

State of Incorporation: _____ **Entity Type:** _____

Contact Name: _____ **Telephone:** _____ **Email:** _____

Federal Employer Identification No.: _____

Oregon Business Registry Number (if required): _____

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Exhibit C and as modified by any Addenda.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. I have knowledge regarding Proposer's policies and certify that, pursuant to ORS 279A.112, Proposer has in place a policy and practice of preventing sexual harassment, sexual assault, and/or discrimination against employees who are members of a protected class.
7. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
8. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - a. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - b. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/SAM/#1>
9. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the State in writing.
10. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
11. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as

defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

12. Proposer acknowledges these certifications are in addition to any certifications required in the Contract found in Exhibit C and at the time of Contract execution.
13. If any Amendments are issued in connection with this RFP, Proposer has received and duly considered such Amendments, and acknowledges and agrees to the terms of all such Amendments as those terms revise the scope, terms and conditions of this RFP.

Authorized Signature

Date

(Print Name and Title)