

**REQUEST FOR PROPOSAL
COMMISSARY AND FOOD SERVICES**

**YAMHILL COUNTY
MCMINNVILLE, OREGON 97128**

I. INTRODUCTION

Yamhill County, acting by and through its Sheriff's Office and Department of Community Justice, is requesting proposals for the provision of commissary services and food services, to include adult in custody, juvenile in custody, and staff feeding seven days a week, and program support services for an approximate population of 120 adults and 10 juveniles for a term of three (3) years from July 1, 2023, through June 30, 2026, plus two (2) one-year options.

Yamhill County presently operates two facilities at the following locations:

Yamhill County Correctional Facility
535 NE 5th St.
McMinnville, Oregon 97128

Yamhill County Juvenile Detention
535 NE 5th St.
McMinnville, Oregon 97128

Contact Person – Captain David Lux

Current Average Daily Population: Adult - 120, Juvenile - 10

II. OBJECTIVES OF RFP

To result in a contract between the successful proposer and Yamhill County, in substantially the form attached hereto as Exhibit A, that will meet the following objectives:

- A. Operate the food and commissary service programs using corrections-experienced and professionally trained personnel.
- B. Operate the food and commissary service programs in a cost-effective manner with full reporting to Yamhill County.
- C. Implement a written food and commissary service plan with clear objectives, policies, procedures, and annual evaluation of compliance.
- D. Maintain an open collaborative relationship with the administration and staff of Yamhill County Correctional Facility, Department of Community Justice – Juvenile Detention, and other County offices.
- E. Deliver high quality food service that satisfies established nutritional and health standards, both for juveniles and adults in custody.
- F. Operate the food service program in a humane manner with respect to the adults in custody's rights to basic health and nutritional standards.
- G. To offer a comprehensive program for continuing food service staff and adult in custody training.

III. PROPOSAL PROCESS

The following is a schedule of events concerning the proposal process:

Distribution of the RFP	Friday, March 3, 2023
Mandatory Pre-offer Conference (site visit)	Monday, March 27, 2023, at 2 p.m.
Deadline for Questions	Wednesday, March 29, 2023 at 5 p.m.

Answers to Questions to be posted	Monday, April 3, 2023 (or earlier)
Closing date/Public Opening	Monday, April 10, 2023, at 4 p.m.
Notification of Intent to Award	Thursday, April 20, 2023
Execute contract for services	Thursday, April 27, 2023
Services to begin	Saturday, July 1, 2023

If necessary, this solicitation document may be reviewed at the address set forth below. Questions regarding proposal specifications must be directed to the following individual no later than 5 p.m. on Wednesday, March 29, 2023:

Captain David Lux
(503) 434-7540
luxd@co.yamhill.or.us

A complete electronic copy of the proposal and required accompanying documents may be submitted by email to luxd@co.yamhill.or.us. Alternatively, a complete original and two exact duplicates of the proposal and required accompanying documents may be submitted to:

Yamhill County Sheriff's Office
ATTN: Captain David Lux
Yamhill County Correctional Facility
535 NE 5th St
McMinnville, Oregon 97128

Submissions by facsimile or other means will not be accepted. Proposals must be received no later than 4 p.m. Local Time on Monday, April 10, 2023, at one of the addresses set forth above. Proposals will be opened at this time and at this location. Proposals received after 4 p.m. will be rejected and not considered for award.

All proposals must be accompanied by a guaranty given in the amount of 10% of the proposed contract amount and may be given at the option of the proposer by Certified Check, Cashier's Check, or Bid Bond from a reputable insurance company authorized to post such Bonds in the State of Oregon.

IV. QUALIFICATIONS OF PROPOSER

To be considered for award of the contract, the proposer must meet the following minimum qualifications:

- A. The proposer must be organized for the purpose of providing correctional food service and commissary service and must have ten (10) years previous correctional feeding experience with proven effectiveness in administering large and medium scale corrections food service programs. Proposer must have a current history of at least five years in the State of Oregon.
- B. The proposer must have a proven ability for a contract start-up by breakfast service on Saturday, July 1, 2023.
- C. The proposer must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements. Personnel must include a full-time, corrections-experienced Registered Dietitian on staff — not contracted — available for menu development. The proposer must also have a District Manager or Region General Manager who resides in Oregon or Washington. Proposer **MUST** include an overview of the benefits

provided to all employees. **NO PROPOSAL WILL BE CONSIDERED IF IT DOES NOT PROVIDE THIS REQUIREMENT.**

- D. The proposer must attend a mandatory pre-offer conference held at the Yamhill County Correctional Facility on Monday, March 27, 2023, at 2 p.m. for the purpose of conducting a site visit. Statements made by county representatives at this conference are not binding on Yamhill County unless confirmed by a written addendum.
- E. The proposer must have the central or corporate office capability to supervise and monitor the program ensuring satisfactory provision of services. In addition, the proposer must have an alternate emergency preparation site in the greater McMinnville area.
- F. The proposer must submit a certified copy of a current financial report of the company. If the company is a subsidiary or division of a corporation, the relationship of the proposer must be clearly delineated in the proposal. If the proposer, or any of its principals, have been involved in ANY criminal activity or indictment, proposer must describe in its proposal. Failure to include will result in proposer's proposal being disqualified.
- G. The proposer shall submit a minimum of five (5) currently contracted references for food services and three (3) currently contracted references for commissary services (if different), and each must include the name of institution, address, and contact person's name, email address, and phone number. One of these references must be located within the State of Oregon.
- H. The proposer shall submit a performance bond in the amount of 100% of the total proposal after award but prior to start up. However, all proposals must be accompanied by an agreement of surety (Consent of Surety) for 100% of the awarded amount in the event the contract is awarded to its principal. The consent of surety must not contain any conditions or reservations, other than the condition that the contract is to be awarded to the applicable proposer. Failure to submit the consent of surety will result in immediate rejection of a proposer's proposal.

V. PROPOSAL PACKAGE

Proposers must submit a response in the form of a proposal that includes the following sections:

A. Transmittal Letter

- 1. This letter is to be a brief letter, addressed to Yamhill County Sheriff's Office, which provides the following information:
 - a) Name and address of the proposer;
 - b) Name, title, and telephone number of the contact person for the proposer;
 - c) A statement that the proposal is in response to this RFP; and
 - d) The signature typed name and title of the individual who is authorized to commit the proposer to the proposal.

B. Technical Proposal. This portion of the proposal must address each item listed below:

- 1. Introduction
 - a) Company Profile
 - (1) Date organized to provide food service management in institutional and correctional facilities.
 - (2) Corporate background and depth of support, including description of parent company, if any.
 - (3) Number of employees.
 - (4) Number of years doing business.
 - b) Describe current contracts or business with other correctional food service facilities, including:

- (1) client;
- (2) date of original contract; and
- (3) type/size.
- c) Facilities currently accredited by State or Federal Accreditation Board:
 - (1) name of facility; and
 - (2) accrediting agency - list all
- d) Company achievements in providing correctional food service management.
- e) Corporate and regional office organizational structure.
- f) References, with physical and email addresses and phone contacts.

C. Operational Standards - All proposals must clearly define:

- 1) Procedures for meal delivery to the adults in custody, juveniles in custody, and staff.
- 2) Procedures for commissary delivery to the adults in custody.
- 3) Quality and inventory control methods and standards.
- 4) Specific procedures for providing safe, sanitary, and secure food and commissary service management, including supervision and control of adult in custody labor and internal security of products and equipment available to adults in custody.
- 5) Procedures for dealing with adult in custody/juvenile in custody/staff complaints about products and services and minimizing the potential for individuals in custody litigation.
- 6) Commissary menu items that will be offered, including pricing.
- 7) All proposals must meet or exceed existing grades and quality of commissary products currently being provided in the facility.
- 8) Any additional equipment necessary for efficient food and commissary service operation, including hardware and software requirements.
- 9) Procedures for billing and inventory of food and commissary supplies. The Sheriff's Office and the Department of Community Justice Juvenile Division must be billed separately for meals served to adults in custody, to juveniles in custody, and to staff in each unit.
- 10) Emergency Operational procedures for handling food service should on-site kitchen facilities be rendered unusable through fire, catastrophic damage, etc.
- 11) Insurance - Proposer shall provide proof of the insurance required by Yamhill County (see sample contract in Exhibit A for the minimum coverage requirements).
- 12) Policies and Procedures - The proposal shall indicate the method the proposer will follow in establishing and revising food service and commissary service policies and procedures.
- 13) Accreditation - The proposal shall address the proposer's plan to secure and/or maintain any food service accreditation for delivery of food service to Yamhill County.
- 14) Personnel - The proposal shall provide a list of benefits provided to all employees, including insurance coverage, vacation plan, and other related benefits. **NO PROPOSAL WILL BE CONSIDERED THAT DOES NOT PROVIDE, AT A MINIMUM, HEALTH AND DENTAL INSURANCE COVERAGE.**

D. Certification Form. Proposers must submit a completed proposal certification form (see Exhibit C).

VI. SCOPE OF WORK

A. Description of Current Operation

1. The average daily population for the Yamhill County Correctional Facility has been approximately 120 adults in custody, whereas the average population for Juvenile Detention Center has been 10 juveniles. Additionally, the proposer shall expect to serve approximately 6 tray meals per meal per day to juvenile staff and provide mid-shift meals for 10 Correctional Facility staff twice per day. Meals include an average of 20 daily sack meals to adults in custody or juveniles who are in court or part of work crews.
2. This section is not to be construed as providing an exact number of meals to be served daily. It is only provided as a guideline for possible meals to be served.
3. The price per meal charged shall be determined by taking the actual meals ordered or served each day times the contract price for that number of meals.
 - a) Food is received, stored, prepared, and served at the main facility at 535 E. 5th St., McMinnville, Oregon. Adult in custody workers shall not participate in the preparation of staff meals.
 - b) Adult in custody workers supervised by deputies deliver meals to each living area. Custody meals will be served on insulated trays.
 - c) Sufficient meals shall be prepared for breakfast, lunch, and dinner for juveniles in custody at Yamhill County Juvenile Detention. These meals will be picked up by others from the kitchen each meal.
 - d) The current meal service schedule is as follows:

Breakfast	5:00 a.m. to 6:30 a.m.
Lunch	11:00 a.m. to 12:00 p.m.
Dinner	5:00 p.m. to 6:00 p.m.

B. Commissary Service Requirements

1. Service Requirements
 - a) Provide, purchase, and maintain custody of inventory and deliver items mutually agreed upon between the Proposer and Yamhill County. Provide a complete commissary inventory management system, including all hardware and software. Proposer must have the proven capability to interface their commissary software systems with jail management and banking software.
 - b) Provide an invoice for the proceeds of each week's activity within three (3) days after the end of that week, using agreed upon calculations.
 - c) The Proposer will furnish all personnel and equipment required to operate the commissary at all current and future County correctional facilities as required by Yamhill County. Proposer shall assume full responsibility for the acts of its personnel, all of whom shall be subject to background checks and approval by Yamhill County.
 - d) The Proposer shall provide a written plan with designated personnel to oversee the commissary operation and will interact with designated County liaison to provide professional and technical support.
 - e) The Proposer shall provide for "returns" for orders delivered to adults in custody who are being released or are otherwise unavailable to receive merchandise.
 - f) The Proposer shall provide a commissary order system listing all approved items and prices.

- g) The delivery schedule must be mutually agreed upon between the Contractor and Yamhill County, and may be subject to change.
- h) The Contractor will assume all costs for telephone service, faxing, copying, and other office expenses associated with the Commissary operation.

C. Food Service Requirements

The successful proposer will be expected to provide the following services as part of the food service program, while meeting or exceeding the highest standards prevalent in the industry:

1. Food & Supplies
 - a) Purchase and safely manage all consumable supplies and food products that are required for food service operation. These supplies and food products shall remain the property of the successful proposer. The successful proposer shall provide kitchen cleaning supplies for the kitchen area.
 - b) Be responsible for routine cleaning and housekeeping of food service preparation, service, and storage area and will, on a continuing basis, maintain standards of sanitation required by state and local regulations. The Yamhill County staff will be responsible for removal of trash and garbage.
 - c) Inspections of kitchen facilities by County and State health agencies must achieve satisfactory ratings.
2. Licenses, Fees, Taxes
Secure and pay all federal, state, and local licenses, permits, and fees required for the operation of the food services provide hereunder. During the period of the agreement, if it is deemed by taxing authorities that all, or a portion of the services provided hereunder are to be subject to a sales or similar tax which has not been collected by the successful proposer, Yamhill County agrees to pay such tax.
3. Billing process / Record keeping
 - a) The successful proposer shall submit to the Yamhill County Sheriff's Office on the first day of each week, covering the preceding week, an invoice for meals ordered or served, whichever is greater. **The weekly invoice must include a breakdown of the cost of meals prepared for staff and juveniles in juvenile detention and the cost of meals served to staff and adults in custody at YCCF.**
 - b) The price per meal charged to the County shall be described in the proposal and shall be guaranteed for meals for (1) one year.
 - c) Access and Records - The successful proposer shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of said record shall be supplied to the Sheriff or designee on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any time during regular working hours.
4. Return facility in good working order
The successful proposer shall return to the County at the expiration of the contract the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than

employees of the successful proposer without negligence on the part of the successful proposer or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. The County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the successful proposer.

5. Additional food service requirements
The successful proposer agrees to provide any additional food services as mutually agreed upon at prices mutually agreed to.
6. Participation in County required security training
 - a) Successful proposer staff shall complete 24 hours of Yamhill County Correctional Facility orientation training within the first 30 days of hire. Salary and wages for completion of training shall be borne by the successful proposer.
 - b) Successful proposer staff shall complete 16 hours of on-going Yamhill County Correctional Facility training annually. Salary and wages for completion of training shall be borne by the successful proposer.
7. Uniforms for successful proposer staff
Successful proposer shall provide professional, neat uniforms that distinguish the successful proposer's paid staff from the adults in custody and deputies.
8. Daily Processing of Complaints
Food service complaints from adults in custody / juveniles in custody / staff must be processed at least daily as follows:
 - a) Trained food service personnel shall act upon all complaints.
 - b) The Food Service Director shall be responsible for resolving adults in custody / juveniles in custody or staff grievances.

D. Food Service Menu Specifications

1. All proposals must clearly define:
 - a) Proposed menu(s)
 - b) Item-by-item nutritional analysis
 - c) Registered dietitian certification of both the menu and nutritional analysis
 - d) Summary of specifications that will be adhered to for all food products.
 - e) All proposals must meet or exceed existing quality of food service being provided in the correctional facility as detailed in Scope of Work.
2. In Custody Cycle Menu
 - a) Menu Cycle
 - (1) Each proposer shall submit two 4-week cycle menus - one for adults and a separate menu for juvenile meals
 - (2) Each week will include 21 meals and comply with ACA and National School Lunch Program (NLSP) and School Breakfast Program (SBP) standards.
 - (3) No proposal will be considered that doesn't provide the menu upon which the cost of service is calculated together with the "as served" portion sizes of each menu item. Sample menus that may not be served after the contract is awarded will not be allowed.
 - b) Menu Description Requirements
 - (1) Menus submitted in the proposal must include clearly defined descriptions of food items.

- (2) All menu items must be listed in “as served” portions which clearly indicated weight or volume measurements (e.g., ½ c, 1/48 cut portion, 3 oz, wt., etc.).
 - (3) Entrée items including casseroles must include cooked weight measurements of meat or meat equivalent per portion.
 - (4) Appropriate condiments and their number to be served must be included.
- c) Balanced Menu Planning Requirements
- (1) The menu shall be planned with products and recipes with proven adult in custody acceptability. The proposer shall include in the proposal a method to monitor adult in custody preferences and to make acceptability adjustments. A sample meal quality-assurance assessment form shall be submitted.
 - (2) A variety of food flavors, textures, temperatures, and appearances shall be used.
 - (3) Fruit and vegetable requirements:
 - (a) To assure a minimum level of menu quality, at least five 1/2-cup fruit and vegetable equivalents are required each day on the menu. USDA School Lunch Buying Guide may be used to determine qualifying equivalents. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. As specified by the guide, items such as fruit drink, rice, and noodles do not qualify.
 - (4) Avoid excessive fat calories :
 - (a) To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of 1/2 oz shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate mustard and ketchup condiments, not unnecessary margarine.
- d) Nutritional requirements
- (1) Menus for adults in custody will provide an average of 2800-3000 calories per day in addition to all required nutrients.
 - (2) Nutritional Analysis – tied to actual recipes & products proposed
 - (a) An item-by-item computer nutritional analysis of the menu with a weekly summary indicating the percentage of compliance to the highest Recommended Dietary Allowances (RDA) values for the population shall be submitted with the proposal.
 - (b) Each item on the menu shall have specific nutritional values based on recipes that will be used in the facility. For example, the specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe that will be used for Beef, Macaroni, and Tomatoes and all other meal items shall be separately identified on the computer analysis.
 - (3) Menu & analysis certified by Registered Dietitian
 - (a) A registered dietitian shall certify the adult in custody and juvenile in custody menus in the proposal with a signed nutritional compliance statement. A copy of the dietitian’s ADA registration card shall be submitted with the proposal.
 - (b) A registered dietitian will approve all menus prior to service and annually thereafter. All meals served will be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference Intakes as established by the National Academy of Sciences.

(c) **All juvenile meals served will meet the standards of the National School Lunch Program (NLSP) and School Breakfast Program (SBP).**

3. Work Crew Sack Meals
 - a) For approximately 10 adults in custody on average, seven days per week, sack meals for court and or work crews are to be provided. These meals are in place of regular adult in custody meals.
 - b) Work Crew Sack meals are to consist of:
 - Two sandwiches made with: 4 slices bread and 3-oz. meat and/or cheese
 - 2 p.c. condiments
 - Fresh fruit
 - Chips
 - c) Sack meals are to be billed at regular adult in custody rates.
4. Medical Diets
 - a) The average daily number of adults in custody / juveniles in custody receiving medical diets has been approximately 10 daily including an average of 5-night snack meals to adults in custody for medically approved diets.
 - b) The most common medical diet orders are: Diabetic and/or low diets.
 - c) All required medical diet meals shall be billed at the regular relevant in custody meal price.
 - d) All required diet snack meals shall be included in the regular adult in custody meal price. There shall not be a charge for required medical diet snacks.
5. Religious Accommodation Diets
 - a) The average daily number of adults in custody receiving Religious Accommodation diets (e.g., Kosher, Halal, Sikh, Buddhist, etc.) has been approximately 5 adults in custody daily.
 - b) Religious Accommodation diet meals shall be proposed as a separate price per meal from the regular adult in custody / juveniles in custody meal and included in the proposer's price proposal in Exhibit B included in this RFP .
 - c) All required Religious Accommodation diet snack meals shall be included in the regular adult in custody meal price. There shall not be a charge for required Religious Accommodation diet snacks.
6. Policies and Documentation Requirements

The proposer will submit with their proposal a sample of their corrections diet handbook.
7. Holiday Meals
 - a) The proposer shall include in the proposal their policies for serving special meals (spirit lifters) on holidays.
 - b) Proposed menus and holidays shall be identified. A minimum of two (2) spirit lifter meals shall be provided annually, including Thanksgiving and Christmas.
 - c) All such meals will be provided at regular in custody contract meal rates.
8. Plan for Product Wholesomeness
 - a) Proposer will warranty that:
 - (1) All meat products will be purchased from suppliers using HACCP (Hazard Analysis Critical Control Point) programs.
 - (2) All food items will be purchased from facilities and manufacturers that meet all applicable federal and state regulations for food safety, use only industry

- “best practices” to assure wholesomeness, and maintain appropriate liability insurance on their products.
- b) Proposer will provide a written procedure for verification of food safety and quality of “spot buys” (these are items purchased at a discount usually from a broker or distributor).
 - c) Proposer will include in the proposal its specific plan for maintaining safe and wholesome food in the facilities operated by this jurisdiction.
9. Documentation of meals served
- a) Served Menu records - Substitution policy
 - (1) Documentation of all meals served including substitutions shall be maintained. A plan for assuring nutritional compliance with substitutions shall be provided in the proposal.
 - (2) The proposer shall outline procedures used to assure all meals will be served at appropriate temperatures and in a manner that makes them palatable, neat, and visibly pleasing.
 - b) Standardized recipes
 - (1) Standardized recipes with portion yield data for all items shall be available and utilized.

E. Staff Requirements

1. Staffing plan to provide adequate resources to meet objectives
 - a) Assign a minimum of one (1) Food Service Director, who may also act as the Commissary Service Director, and sufficient supervisors to oversee and supervise all aspects of the food service operation.
 - b) Adult in custody workers will be provided, as the proposer requires, subject to the approval of the Correctional Facility staff.
 - c) The proposer will provide an organizational chart and job descriptions for all professional staff and adult in custody workers with their proposal including number of adults in custody workers required per shift. Adult in custody workers shall be used for the preparation of food for adults in custody / juveniles in custody, delivery of meals, and general sanitation and cleaning. Adult in custody workers shall not prepare or deliver staff meals.
 - d) The proposer agrees to train and supervise adult in custody workers, subject to the overall control of the Correctional Facility staff.
 - e) The proposer is responsible for all wages, salary benefits, and overtime payments to its staff.
2. Credentials of proposer staff
 - a) The proposer shall submit the resume of the District Manager as a part of its proposal.
 - b) The proposer will include a description of the qualifications of the Food Service Director, and Commissary Service Director if different, they plan to place in the facility. The successful proposer's Director candidate(s) must have a minimum 3 years' experience as a Director working in the corrections industry.
3. Employee related processes
 - a) Health exams

Proposer will agree that its employees assigned to duty at the correctional facility shall submit to periodic health examination at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all health regulations to the County, upon request.
 - b) Clearance requirements

All employees of the successful proposer who will work in the correctional facility must be cleared by the Sheriff's Office. All employees of the successful proposer who will work in the correctional facility must comply with the Sheriff Office's written policy and procedures relating to facility security.

4. Supervision & training of adults in custody
 - a) The proposer shall provide training in food service delivery and management. The proposal shall outline what this training will entail as part of the proposer's overall vocational training program.
 - b) Adults in custody are not permitted to supervise other adults in custody.
5. Supervision & training of paid staff
The proposer shall provide training in food service delivery and management and in supervisory skills required in supervising adult in custody labor. The proposal shall outline what this training will entail as part of the proposer's overall training program.

VII. SELECTION CRITERIA - CRITERIA FOR EVALUATION

Mandatory requirements include:

- 1. Compliance with Proposal instructions**
- 2. Compliance with general requirements for all contracts by governing bodies overseeing the facility.**

The proposer will be selected based on the proposer's written proposal and any requested presentations. The Selection Committee will review all responsive proposals and make their recommendations for selection. The primary criteria to be used in making a selection will be the following points system for both food and commissary services combined. The total points available for evaluation of each bidder will be 200 split 100 for food service and 100 for commissary service, and as follows:

Food Service Evaluation

- A. Demonstrated Experience. The proposer's demonstrated experience and expertise in correctional facilities. Experience shall include current service in correctional facilities of similar size and volume, as well as experience of staff, district manager, dietitian, transition team, and local and regional support network. **(25 points)**
- B. References. Proposers shall include a listing of references with their proposals, indicating facility locations, name, and telephone number of facility contact person. This list should contain at least five (5) current references, preferably of a size and service complexity comparable to the County's needs, with one (1) located in the State of Oregon. **(5 points)**
- C. Standards. The proposer's demonstrated ability to comply with American Correctional Association standards for local detention facilities and attain ACA certification for food services. Proposers will indicate those facilities currently under contract which have attained accreditation as a result of their efforts, with an emphasis on Oregon facilities. **(5 points)**
- D. Financials. The proposer's financial stability and condition. **(10 points)**
- E. Operations Plan. Proposer's development of an operating plan for food service that best meets the stated objectives and needs of Yamhill County and includes an emergency preparedness plan for alternative preparation site. Includes Quality Assurance plan and proposed staffing and personnel plan. **(30 points)**

- F. Price Per Meal. The price per meal proposed and the menu quality offered for price proposed. Includes nutritional quality, menu acceptability, and stated menu standards. **(25 points)**

Commissary Services Evaluation

- A. Demonstrated Experience. The proposer's demonstrated experience and expertise in implementing and operating retail sales programs in correctional facilities. The proposer must demonstrate proven experience in this area, including an ecommerce solution and a point-of-sale cart system. **(20 points)**.
- B. References. Proposers shall include a listing of three (3) current references, preferably of a size and service complexity comparable to County's needs, with one (1) located in the State of Oregon. **(5 points)**.
- C. Emergency Preparedness Plan. The proposer's emergency preparedness plan that ensures 24/7/365 local support of the technology programs that are implemented to support the Yamhill County commissary and facility. **(10 points)**.
- D. Technology Capabilities. Proposer's management information system and commissary software system, programs, training and support. Proposer must have the proven capability to interface their commissary software systems with jail management and banking software. **(20 points)**.
- E. Operations Plan. Proposer's operational plan, technological solutions, and transition schedule to include point of sale system and approach to deployment. Proposer's ability to provide value added programs in addition to the scope of work required. **(25 points)**.
- F. Financial Return. The financial return that is deemed most beneficial or in the best interest of Yamhill County **(20 points)**.

Procedure

Yamhill County will assemble a Selection Committee for the purpose of proposal evaluations. Submitted proposals will be reviewed by the committee. Proposers who are deemed, based on the selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in interviews regarding their proposals. Any such discussions or interviews will cover cost, methods of operation, and all other relevant factors and will be weighted as an additional 25 points.

Proposers will then be ranked and final negotiations will be conducted with the proposer that is ranked first. If a satisfactory agreement can be reached, the contract shall be awarded to that proposer; otherwise, negotiations will be conducted with each subsequent proposer until a satisfactory contract can be established or until the Selection Committee determines that rejection of all proposals is in the best interest of Yamhill County.

VIII. METHOD OF AWARD

The award will be made to the proposer whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal; the price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal, unless Yamhill County requests an additional financial proposal via a best and final offer. This does not imply a best and final offer opportunity will be available to the proposers.

Yamhill County reserves the right to award the contract not necessarily to the proposer with the lowest price, but to the proposer that demonstrates the best ability to fulfill the requirements of the RFP. The

successful proposer will be chosen based on the qualifications and selection criteria discussed in Sections IV and V of this request for proposals.

Yamhill County reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. Yamhill County will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.

Proposers whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful proposer, all proposers will be notified in writing of the selected firm.

IX. PROTESTS

Prospective proposers may file protests with County regarding this RFP in accordance with OAR 137-047-0730. County shall not be obligated to postpone a contract award in order to allow a proposer to correct a deficient protest, unless otherwise required by law. Upon receipt of a properly submitted protest, the Board shall review the protest and provide a written decision to the protesting party.

X. RESPONSIBILITIES OF COUNTY

A. Yamhill County shall be responsible for and provide:

- 1) Accurate and timely orders for the number of meals to be served to adults in custody, juveniles in custody, correctional deputies, and staff within two (2) hours of the time for meals to be served.
- 2) Provide adequate ingress and egress to all production areas.
- 3) Adequate heat, lights, ventilation, and all other utilities. Yamhill County shall provide local intercom and business telephone service to the successful proposer at no charge. This telephone shall be used only for local service, business-related calls. Should the successful proposer desire local service for personal use and other non-business related calls or long distance calls, whether business or personal, a separate telephone not connected to the county system shall be installed at the successful proposer's expense.
- 4) Extermination services and removal of trash and garbage from loading dock areas.
- 5) General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The County's maintenance does not include day-to-day cleaning operations in the kitchen area.
- 6) Adequate preparation, storage, and holding equipment, and maintenance for same.
- 7) Adequate number of adults in custody workers for kitchen duties.
- 8) Security, control, and limitation of adult in custody worker movement in, to, and from the food service area, including physical security of employees, suppliers, and other authorized visitors.
- 9) Maintain kitchen appliances and equipment in proper working order on an on-going basis.

XI. PERFORMANCE REVIEW

Yamhill County and the Provider shall, within 30 days of execution of an agreement, set dates through the scheduled contract termination date for annual review meetings between Yamhill County and the Provider personnel for the evaluation of the Food Service Provider's performance based on the scope of work.

XII. COST SUMMARY

The cost per meal prepared shall be indicated on the proposal summary sheet (Exhibit B).

XIII. WRITTEN ADDENDA

The County expressly reserves the following rights:

- A. To make such changes or corrections to the Scope of Work and RFP as it may deem necessary or desirable prior to the proposal opening. Prospective proposers will be notified of such changes in writing by addenda. Copies of any addenda shall be furnished to all proposers who have requested or received a copy of the RFP.
- B. If addenda are required, the date set for receiving the RFP may be postponed by County to enable proposers to revise their proposals. In any case, opening of proposals shall be at least three (3) days after the issuance of the last addendum. If the receipt of proposals is postponed, County will announce the new date for submitting proposals in an addendum.

EXHIBIT A: SAMPLE CONTRACT

The resulting agreement prepared by County legal counsel will be in substantially the following form. County reserves the right to negotiate a final agreement that is in the best interest of the County.

**AGREEMENT FOR YAMHILL COUNTY FOOD SERVICES
(Yamhill County and _____)**

THIS AGREEMENT ("Agreement") is made effective the last date set forth adjacent to the signatures of the parties below ("Effective Date"), between **Yamhill County**, a political subdivision of the State of Oregon, acting by and through its Sheriff's Office (referred to as County in this Agreement) and _____, an _____, located at _____ (referred to as Contractor in this Agreement) to provide food services at the Yamhill County Correctional Facility and Juvenile Detention Center (referred to as the "Services" in this Agreement).

RECITALS.

A. County has budgeted funds to contract for the Services and Contractor submitted the most responsive and responsible proposal. This Agreement is made to specify the mutual obligations of County and Contractor for delivery of the Services.

B. This Agreement includes by reference the following Contract Documents that are part of the Project:

- (A) Request for Proposals
- (B) Addenda (if any)
- (C) Responsive Proposal
- (D) This Agreement
- (E) Agreement Amendments (if any)
- (F) Insurance Certificates
- (G) Notice to Proceed
- (H) Change Orders (if any)
- (I) Project Acceptance

AGREEMENT: In consideration of the mutual covenants contained below, County and Contractor hereby agree as follows:

1. **Scope of Services.** The Contractor will commence the Services in accordance with the Contractor's proposal dated _____ and the Statement of Work, attached hereto and incorporated herein by this reference. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the Services, subject to the plans and specifications under this Agreement and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents. For goods and Services to be provided under this Agreement, Contractor agrees to (a) perform the Services to the highest standards prevalent in the industry in a timely manner using the schedule, materials, plans, and specifications approved by County, (b) comply with all applicable legal requirements, (c) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials, and (d) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County, and any other contractors or subcontractors and to protect the work and all other property against damage. Contractor is responsible for purchasing and receiving all food in

sufficient quantities to meet the needs of individuals in custody (juvenile, adult, medical, and religious) and staff as necessary for the delivery of Services under this Agreement.

2. **Agreement Performed at Contractor's Expense as Independent Contractor.** The Contractor will furnish all of the materials, supplies, tools, equipment, labor, permits and other items necessary for performance of the Services as described in the Agreement documents. The Contractor is an independent contractor under this Agreement. Although County reserves the right to determine the delivery schedule for the Services and to evaluate the quality of the completed Services, the County cannot and will not control the means or manner of the Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services. Contractor represents and warrants that Contractor is not an employee of County, is not currently employed by the Federal Government, meets the specific independent contractor standards of ORS 670.600 and is not an "office", "employee" or "agent" of County as those terms are used in ORS 30.260 et. seq. Contractor agrees to immediately provide County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without County's written consent, any obligation of Contractor to indemnify County for any actions under this Agreement.

3. **Effective date; Expiration date.** This Agreement is effective as of the Effective Date and Contractor will continue to provide Services in accordance with the terms of this Agreement until expiration of this Agreement, unless previously terminated as provided herein. The expiration date is _____, unless otherwise amended. Agreement expiration does not extinguish or prejudice County's right to enforce this Agreement with respect to any default by Contractor that has not been cured.

4. **Compensation.** The Contractor agrees to perform the Services called for under this Agreement for the sum of [*price per meal as agreed per proposal*] ("Agreement Price") unless the Contract Price is modified by executed Change Order. The Agreement Price will be paid [*as agreed between the parties per proposal*]. Unless otherwise stated in this Agreement, payment terms are thirty days after receipt and approval of invoice by County

5. **Incorporation of statutory provisions required for public contracts.** The Contractor certifies it shall comply with all applicable public contract laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 are incorporated into this Agreement by reference. The Contractor agrees to (a) make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of Services under this Agreement, (b) pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement, (c) not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this Agreement; and (d) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

6. **Workers' Compensation.** The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

7. **Certification of Compliance with Laws; Recycled Materials.** The Contractor certifies, under penalty of perjury, that Contractor is not in violation of any federal, state or local tax laws or any federal, state or local laws, codes or regulations applicable to the Project and that Contractor shall remain in compliance with all such laws, codes and regulations during the entire term of this Agreement. At all times, Contractor shall make reasonable efforts to use recycled materials in the performance of Services under this Agreement.

8. **Certification of Reading and Understanding of Documents.** The Contractor certifies it has read and fully understands all Agreement documents including this Agreement, the solicitation documents and all terms and conditions. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same.

9. **Representations and Warranties.**

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade, or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade, or profession, (4) Contractor shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services, and (5) Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. **Supervisor.** Captain David Lux, Yamhill County Sheriff's Office, shall supervise the Services (the "Supervisor"). Supervisor or his designee shall perform inspections of Services and shall have authority to stop Services whenever such stoppage shall be necessary to insure proper execution of the Agreement. The Supervisor or his designee may reject Services that do not conform to the Agreement and shall decide questions that arise in the execution of Services.

11. **Prohibition of Discrimination.** In hiring employees for performance of Services under this Agreement, no contractor, subcontractor, or any person acting on their behalf (including Contractor) shall by reason of race, religion, age, color, creed, physical handicap, or sex discriminate against a person who is qualified and available to perform Services to which employment relates.

12. **Risk of Loss.** The risk of loss or damage to the subject matter of this Agreement arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the County has accepted Services as provided in this Agreement.

13. **Indemnification.** The Contractor shall indemnify and hold harmless County from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses, or costs, including reasonable attorney fees, in any way connected with any injury to any person or damage to any property to the extent caused by Contractor's or Contractor's subcontractors' prosecution of work under this agreement.

14. **Criminal Background Investigations; Drugs and Alcohol.** Contractor understands that Contractor is subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Agreement and County may terminate this Agreement effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of drugs while performing work under this Agreement.

15. **Confidentiality.** Contractor shall maintain confidentiality of information obtained pursuant to this Agreement as follows:

- a. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant, or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Agreement, except upon written consent of the County, and if applicable, the employee, client, applicant, or person. The Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- b. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- c. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA"). Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements. This Agreement may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County.

16. **Reports.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the Services provided by Contractor shall be in accordance with the Agreement. Such assurances provided by Contractor shall be supported by documentation from third parties.

17. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Agreement.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All records shall be retained and kept accessible for at least three years following the final payment made under this Agreement or all pending matters are closed, whichever is later. If an audit, litigation, or other action involving this Agreement is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers, and records related to this Agreement for the purpose of conducting audits and examinations and making copies, excerpts, and transcripts. These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups, and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies. At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files, and any other records of the Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies, and transcriptions.

18. **Insurance.** Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement:

- a. Workers' Compensation Insurance in compliance with statutory requirements;
- b. Commercial General Liability Insurance (including contractual liability and completed operations coverage), on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;
- c. Professional Liability Insurance, including Errors and Omissions coverage, with a per occurrence and aggregate limit of not less than \$2,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the Services provided under the Agreement; and
- d. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$2,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services provided under the Agreement.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Contractor shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

The Commercial General Liability and Commercial Automobile Liability shall (i) name County, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of County and that any insurance maintained by County is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

19. **Nonwaiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of County to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this Agreement, or the right of County to thereafter enforce each and every provision.

20. **Severability.** Should any clause or section of this Agreement be declared by court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

21. **Termination for Convenience.** County may terminate this Agreement in whole or in part whenever County determines that such termination is in County's best interest by providing at least 60 days' written notice of termination. If such termination for convenience takes place after the beginning of Services, County shall pay Contractor, in full settlement of all claims by it hereunder, such sum for Services actually performed and accepted, less any payments previously made to Contractor. If payments previously made to Contractor exceed the amount Contractor is entitled to receive pursuant to this Section, Contractor shall immediately repay County the difference.

22. **Termination for Cause.** County shall have the right to terminate this Agreement in its entirety by giving written notice to Contractor if: (i) Contractor is adjudged bankrupt; (ii) Contractor makes a general assignment for the benefit of its creditors; (iii) a receiver should be appointed because of Contractor's insolvency; or (iv) Contractor should otherwise be in material violation of any provisions of this Agreement. If, after sixty (60) days written notice, Contractor fails to remedy the conditions contained in the notice, County shall have the right to immediately terminate this Agreement. If County terminates for cause pursuant to this Section, County shall retain any other right or remedy which County has against Contractor. If County terminates this Agreement for cause pursuant to this Section, Contractor shall not be entitled to any further payment from County until Services are completed and County determines the extent of any damage caused by Contractor's default. If Services are completed and such expense exceeds the unpaid balance of the Agreement Price, Contractor shall pay the difference to County, however County shall have no obligation to complete the Services as specified above.

23. **Attorney fees and costs.** In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

24. **Governing Law; Jurisdiction; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit, or proceeding, (collectively "Claim") between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

25. **Written changes required.** The rights and duties under this Agreement shall not be modified, delegated, transferred, subcontracted or assigned, except upon written signed consent of both parties.

26. **Successors bound.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

27. **Risk of Loss.** The risk of loss or damage to the subject matter of this contract arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the County has accepted the work as provided in this Agreement.

28. **Counterparts.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

29. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Agreement.

30. **No Third Party Beneficiaries.** County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

31. **Subcontractors.** The Contractor may not engage any subcontractor(s) to perform work under this Agreement without the express written consent of the County. If the County does grant consent, the Contractor covenants and agrees to bind any and all Subcontractor(s) for performance of work under this Agreement. Any reference to Contractor shall include any and all Subcontractor(s) ad infinitum.

32. **Use of County Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of County that are necessary to perform the Services under this Agreement and shall have no right of access to any facility of County without the prior written approval of County management. County shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies and other personal property of Contractor or its employees, subcontractors or agents which may be stored on County premises.

33. **Incorporation.** The introductory paragraph and recitals appearing at the beginning of this Agreement are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

THIS AGREEMENT AND THE AGREEMENT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE IN TERMS 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 FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN NOTICE SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

[Signature page follows]

CONTRACTOR

YAMHILL COUNTY, OREGON

Name

Lindsay Berschauer, Chair

Signature

Signature

Date: _____

Date: _____

Title: _____

TIM SVENSON, Sheriff
Yamhill County Sheriff's Office

Fed. Tax I.D. No: _____

JESSICA BEACH, Director
Yamhill County Department of Community Justice

APPROVED AS TO FORM

By: _____
CHRISTIAN BOENISCH.
Yamhill County Counsel

EXHIBIT B

**YAMHILL COUNTY
FEEDING COST SUMMARY**

ADULT IN CUSTODY/STAFF MEALS

COST PER MEAL _____

RELIGIOUS ACCOMODATION MEALS

COST PER MEAL _____

JUVENILE MEALS

COST PER MEAL _____

EXHIBIT C: 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 No.: _____

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

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned’s knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is 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 that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent, or employee of Yamhill County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand, and agree to be bound by and comply with all requirements, instructions, specifications, terms, and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Authorized Signature

Date

(Print Name and Title)