

PROPOSAL TITLE: FOOD AND INMATE COMMISSARY SERVICE

PROPOSAL DUE DATE: DECEMBER 9, 2011, 2:00 P.M.(PST)

1.0 GENERAL AND BACKGROUND INFORMATION

Deschutes County is a rural county located in Central Oregon. The current population is approximately 158,000. There are approximately 3,055 square miles in Deschutes County.

The County seat of government is in Bend, Oregon. The County has experienced substantial growth over the last decade. It was the fastest growing county in Oregon for the same period.

The County is governed by three elected commissioners who appoint a County Administrator.

The Deschutes County Adult Jail (DCAJ) is requesting proposals from vendors interested and willing to provide food services for the inmates and authorized staff. This proposal also includes preparing meals for a work center and a juvenile detention facility, as well as cashless commissary for adult offenders. Proposals may be for all or part of the services requested above. It is also recognized that multiple vendors may wish to combine their resources in responding to this Request for Proposal. Proposals by such combinations are acceptable, provided that each is a complete proposal containing all required information, and clearly stating which firm shall be the prime contractor and which shall be the subcontractor. The designated prime contractor shall assume full responsibility to ensure the subcontractor's compliance. The Contractor will be responsible for all procurement, preparation, serving, clearing and cleaning associated with food services in the adult jail. The Contractor will also supervise inmate workers assigned to the kitchen in the adult jail. The jail and detention center currently have a contract for food service with Aramark Correctional Services, Inc.

DCAJ opened in October, 1994. The facility is an indirect supervision jail located at 63333 West Highway 20, Bend, Oregon 97701. Maximum capacity is 228 inmates, including pretrial and sentenced offenders. Eighty-four employees are assigned to the DCAJ. Employees work eight, ten, or twelve hour shifts, depending on their assignments.

The work center is a separate building located approximately 200 feet from the adult jail. The maximum capacity for the work center is 90 sentenced offenders. Many inmates lodged in the work center work outside of the facility during the day. Nine employees will be assigned to the work center, working eight, ten, or twelve hour shifts, depending on their assignments. Inmates and staff will receive meals made from the adult jail.

The juvenile detention facility is a separate building located approximately 300 feet from the adult jail. The maximum capacity for this facility is 24 juveniles. Six employees will be assigned to the juvenile detention facility, working eight hour shifts. Juveniles and staff will receive meals made from the adult jail.

All meals are prepared in the DCAJ's fully equipped kitchen, which encompasses approximately 3,000 square feet (see Attachment A). In the adult jail, inmates are served meals in their dayrooms on thermal trays, delivered by corrections deputies assisted by inmate workers. Corrections staff eat their meals in the staff dining area away from the kitchen.

The work center and juvenile detention facility staff will be responsible for serving meals to the inmates and juveniles. The Contractor will be responsible for all procurement, preparation, and serving of the meals onto thermal trays, ready for delivery. Transporting the meals to each facility will be the responsibility of the County.

The initial contract term will be three years and will be negotiated and entered into by the County, through its Board of Commissioners and the Sheriff. The Sheriff will reserve the option of extending the contract through one 2 year extension.

2.0 PROPOSAL PROCESS SCHEDULE

November 4, 2011 Issue Request for Proposals Documents

November 18, 2011 2:00 p.m. (PST)
Informational Pre-proposal Conference and
Tour of Facility
63333 West Highway 20
Bend, Oregon 97701

Only companies attending the informational conference will be eligible to respond to this RFP.

November 25, 2011 Last Day to Submit Questions

December 9, 2011 Proposal Responses Due by 2:00 pm (PST)

December 12 to January 6, 2012 Technical Review and Evaluation of Responses

January 18 to January 20, 2012 Proposer Demonstration Dates (if requested by Selection Committee)

January 26 to January 27, 2012 Optional On Site Visit(s)

February 6, 2012 Notification of Intent to Award

Upon Notification of Intent to Award, it is anticipated that a contract will be entered into within 90 days.

3.0 PROPOSAL INSTRUCTIONS

3.1 ISSUING OFFICE

This RFP is issued by the Deschutes County Sheriff's Office.

3.2 CLARIFICATION

Any clarification required for understanding of the RFP objectives, complaints about RFP specifications or County procedures, including comments on any specifications claimed by a vendor to limit competition, or questions about requirements must be submitted in writing to Lieutenant Brook Van der Zwiop, 63333 West Highway 20, Bend, OR 97701.

All questions, complaints, protests or comments must be submitted in writing and received by November 25, 2011, 5:00 p.m. (PST) If in the County's opinion, additional information or interpretation is necessary, such information will be supplied in the form of a written Addendum that will be delivered to all individuals, firms and corporations. Such Addenda shall have the same binding effect as contained in the main body of the specifications. Oral instructions or information concerning the specifications of the project from County employees or agents to prospective bidders shall not bind Deschutes County unless confirmed by written Addendum. The Sheriff shall issue all Addenda not later than five days prior to proposal deadline.

Appeal of any decisions by the Sheriff relating to questions, complaints or comments which are adverse to the Contractor shall be made by delivering a written appeal within five days of the decision to the Deschutes County Administrator. Written appeals must include a concise statement of the complaint, setting forth all pertinent facts, citation to applicable law and the relief requested.

The County may also issue addenda to modify the proposal documents as deemed advisable.

3.3 MANDATORY CONTRACTOR PRE-BID CONFERENCE

A pre-proposal contractor conference will be held at 2:00 p.m. (PST) on November 18, 2011, 63333 West Highway 20, Bend, Oregon 97701, and will afford prospective contractors the opportunity to tour the facility and ask additional questions about the RFP and Deschutes County requirements.

3.4 RESPONSE DATE

To be considered, proposals must arrive at the Deschutes County Adult Jail on or before 2:00 p.m. (PST), December 9, 2011, 63333 W. Highway 20, Bend, Oregon 97701. Contractors mailing proposals should allow appropriate mail delivery time to insure timely receipt of their proposals. Submittal closing and proposal opening times are synonymous.

3.5 TERMS OF CONTRACT

It is anticipated that the contract will begin by June, 2012 and be in effect for three years with County retaining the right to exercise one two-year option. The Sheriff will advise the Contractor no later than January 1, 2015, of his intent to extend the contract or request new proposals to operate food services.

3.5.1 Delegation, Subcontracts and Assignment of Contract. Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County that shall be attached to the original contract.

- a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
- b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
- c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
- d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
- e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.

3.6 FORMAT

Each proposer shall submit a minimum of five bound copies of the proposal document, including one copy clearly marked as the original, to Lieutenant Brook Van der Zwiep, Deschutes County Adult Jail, 63333 W. Highway 20, Bend, OR 97701. Proposals must be received no later than 2:00 p.m. (PST), Friday, December 9, 2011. Within the sealed proposal, the Contractor must submit, under separate, sealed cover one (1) copy of information regarding costs and expenses, including proposed commissary commission rate, clearly marked to identify the Contractor and that it is the cost and expense information.

3.6.1 The data submitted must be in the same order as this RFP. A table of contents should be included indicating page numbers, attachments and appendices.

3.6.2 All proposals must be typed or written in indelible ink.

3.6.3 All supporting documentation must be pertinent and clearly identified as to the section of the RFP to which it specifically refers.

3.6.4 Each proposal must be signed in longhand by the Contractor's authorized representative with his/her usual signature. Proposals by partnerships must sign with the partnership name by one of the partners, followed by the longhand signature of the signing partner. If a corporation, the name of the corporation, the registered agent, name of the state of incorporation, date of incorporation, and the signature of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature. An e-mail address and fax number for distribution of any addenda, notice of intent to award and other information by the County must be included under the signature(s). The proposal must remain valid for at least ninety days from the date of submittal.

3.6.5 Proposals shall be enclosed in a secure envelope or container marked as follows and delivered as required.

NAME OF CONTRACTOR

PROPOSAL FOR: Food Service Operation for Deschutes County Adult Jail

PRIMARY PROPOSALS TO BE OPENED:

December 9, 2011, 2:00 p.m. (PST)

Five copies to: Lieutenant Brook Van der Zwiep
Deschutes County Adult Jail
63333 W. Highway 20
Bend, Oregon 97701

It shall be the responsibility of the Contractor to see that its proposal is received by the Deschutes County Adult Jail prior to the time of the opening.

3.6.6 PROPOSALS RECEIVED AFTER THE DESIGNATED TIME AND DATE WILL BE RETURNED UNOPENED.

3.6.7 No oral, telephonic or telegraphic proposals or modifications shall be considered.

3.7 ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal submitted may become contractual obligations, if an award and contract ensues. Failure of successful contractor to accept such obligation may result in cancellation of award.

3.8 REJECTION OF PROPOSALS

The County may reject any proposal not in compliance with all procedures and requirements, and may reject, for good cause, any or all proposals if it is in the public interest to do so. Any proposals that are not complete, i.e., do not address all of the categories in the RFP in order requested, will not be given further consideration and will be rejected summarily.

3.9 CLARIFICATION OF PROPOSAL

The County may require the contractor(s) to clarify the proposal submitted when to do so will insure a thorough and mutual understanding of the proposal. The County will schedule such meetings if they become necessary.

3.10 BASIS OF AWARD

Each Contractor shall submit, as a part of its proposal, complete specifications and detailed descriptions of the services and items it proposes to supply under the Contract. The County's decision to award the contract shall be based upon qualifications of the Contractor and the service operations plan(s) most advantageous to the County (operational methods, management services, cost and other pertinent information). The County reserves the right to award portions of the requested services to separate Contractors.

3.11 PROPOSAL BOND

Any Contractor may withdraw its proposal either personally, or by written request, at any time prior to the time set for opening. The Contractor will submit a proposal bond that is good for ninety days from the date the proposal is due. This bond shall be in the amount of ten thousand dollars (\$10,000.00). Bonds of contractors eliminated will be returned when the successful contractor(s) executes the contract(s).

3.12 PAST PRACTICES

The Contractor will not base its proposal on any past practices that are not clearly defined/described within the RFP.

3.13 RIGHT TO CHANGE RFP

The County reserves the right to change the terms and conditions of the RFP prior to award of a contract. The County will notify potential Contractors of all changes.

3.14 NOTICE OF AWARD

Within ninety (90) days after the Notice of Award, the successful Contractor shall enter into a formal contract(s) which shall be substantially the same form included with this request for proposal (see Attachment B). This request for proposal shall become a part of the contract(s), and contains references such as "this agreement" throughout.

3.15 MANDATORY COMPLIANCE

The Contractor shall agree to comply with all statutes, ordinances and regulations and requirements of federal, state and local governing bodies applicable to the management/operations of this food services

contract. This includes obtaining and paying for all applicable licenses.

3.16 EXCEPTIONS

Exceptions or variations to the RFP shall be noted by the Contractor and shall be clearly specified in the response.

3.17 PUBLICITY

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage or verbal announcement, shall be only with the specific approval of the Sheriff.

3.18 AUTHORITY OF CONTRACTOR REPRESENTATIVES

Contractor must designate one or more Contractor representatives who will be the person(s) with whom the County will deal in finalizing any agreement. This person(s) must have the full authority to bind Contractor with respect to all issues. This person, or persons, must attend all meetings with the County regarding the preparation and finalization of any agreement.

3.19 PRE-CONTRACT COSTS

Deschutes County is not liable for any costs incurred by the prospective contractors prior to issuance of any agreement or contract.

3.20 MANDATORY RESPONSES

Whenever there is an asterisk (*) throughout the RFP the Contractor will be required to respond specifically within its proposal response. If there is no asterisk, then it is assumed that the Contractor unconditionally accepts the County's requirements in its response unless the Contractor clearly addresses the specific issue within its response.

3.21 PERIOD PROPOSAL SHALL REMAIN VALID

All proposals shall remain firm for a period of one year after the date specified for receipt of proposals.

3.21.1 The County reserves the right to modify this schedule at the County's discretion. Proper notification of changes in the response due date will be made to all interested parties.

*4.0 CONTRACTOR INFORMATION REQUIREMENTS

*4.1 HEADQUARTERS' OFFICE

*4.1.1 Location: Give complete Address, Phone Number and Fax. State whether Contractor is a "resident bidder" as defined in ORS 279A.120.

*4.1.2 Services Available: Describe Service.

*4.1.3 Financial Considerations

- a. Form of Ownership
- b. Credit Rating
- c. Accounting Procedures
- d. Audit Control
- e. Federal Employer ID Number

*4.1.4 Management

- a. Background of top management: Education and experience.
- b. Degree of participation with local operations: Describe 0% to 100%.
- c. Reputation: List accounts and contracts, include contact person, and telephone numbers.

*4.1.5 Organizational Structure

- a. Area of activity: Geographic locations.
- b. Total number of operations: Number of units and annual gross.
- c. Structure of national supervision.
- d. Span of control: Levels of management.

*4.1.6 Operating Procedures

- a. Provide a sample.
- b. Purchasing: How is purchasing handled?
- c. Accounting: Is the accounting system computerized? Describe. Is staff available for cost analysis, research?
- d. Invoicing/Payment: Describe.
- e. Communications: How often are local operations visited?
- f. What is the nature of support and supervision of local operator/manager?

*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: Explain, to include cost of program.

*4.2 REGIONAL OFFICE

*4.2.1 Location: Complete Address, Phone Number and Fax.

*4.2.2 Services Available.

*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 locations.
- b. Total number of operations: Number of units and annual gross.
- c. Structure of regional supervision.
- d. Span of control: Ratio of regional supervisors to operations.

4.2.5 Recycled Goods

The amount and type of goods manufactured from certified recycled material. County shall give

preference to goods that are certified to be made from recycled material if such goods are available, the goods meet applicable standards, they can be substituted for a comparable, non-recycled product and the costs of using such goods do not exceed the costs of non-recycled goods by more than 5%.

*4.3 PROPOSED DESCHUTES COUNTY OPERATION

*4.3.1 Management

- a. Staff background of general and unit managers, experience, etc. Include resumes.

4.4 CERTIFICATE OF NONDISCRIMINATION

Contractor will provide a certificate of nondiscrimination in obtaining required subcontractors as required in accordance with ORS 279A.110(4).

5.0 RESPONSIBILITIES OF THE COUNTY

5.1 The Sheriff will provide, install and permit the Contractor to use the capital equipment that the Sheriff deems necessary for food service and related activities. The Sheriff will not guarantee an uninterrupted supply of water, electricity, gas, heat, air conditioning or phone service. The Sheriff will, however, be diligent in restoring service following an interruption. Given proof of adequate maintenance (see RFP Section 6.9), the Sheriff will replace equipment he has provided, as he deems necessary, considering the average life of the equipment as determined by the manufacturer, as well as any extraordinary circumstances.

5.2 The County will provide, install, maintain, repair and permit the Contractor to use the capital equipment and serving supplies (Attachment C) that the County deems necessary. The County 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.

5.3 The County shall make available up to eight inmate workers per kitchen shift to assist in the preparation, service, processing, cleaning, etc., of the food service operation. Inmate workers may not participate in any preparation service, processing or serving for staff meals. Corrections deputies shall be available to provide security but not supervision of daily tasks. The Contractor shall have the right of refusal of individual inmate workers upon statement of reasonable cause. Proposals must specify the number of inmate workers required by the proposal and specify the tasks to be performed by the inmate workers.

5.4 The County cannot guarantee the continuity of such service (i.e., inmate strikes, etc.) and the Contractor may have to call upon outside services for short periods to assist in processing in the event of emergencies or extraordinary circumstances.

5.5 The County shall provide, at its own expense, all utilities necessary for the performance of food service operations. The County shall provide one master phone for local calls only, without charge to the Contractor. Long distance calls shall be at the expense of the Contractor. The Contractor will be responsible for any additional phone service that may be required. As a safety and security measure, this telephone will be subject to monitoring by corrections staff.

5.6 The County will provide adequate office space and the following furniture for the Contractor in the

kitchen area.

5.6.1 Desk, chair for desk, visitor's chair, filing cabinet, bookshelf, wastebasket, desk calculator with tape/display, bulletin board.

5.6.2 Any other equipment and/or equipment for the office must be provided by the Contractor. Such equipment must be inventoried and a copy of that inventory provided to the Lieutenant.

5.6.3 The Contractor will be responsible for providing its own office equipment such as computers, printers, copiers and FAX machines.

5.7 Staff lockers will be provided by the County in the kitchen area. The County reserves the right of inspection of locker and contents any time of day or night.

5.8 The Sheriff will provide accurate meal orders, by location and type, to be served to inmates and staff. Meal orders shall be available to the Contractor each day at 5:00 a.m. for breakfast, 10:00 a.m. for lunch and 4:00 p.m. for dinner from the jail, work center and juvenile detention facility.

5.9 Estimated Delivery Requirements

	<u>DCAJ</u>	<u>WORK CENTER</u>	<u>JUVENILE</u>
Breakfast	6:00 A.M.	6:15 A.M.	6:30 A.M.
Lunch	12:00 (NOON)	12:15 P.M.	11:45 P.M.
Dinner	5:00 P.M.	5:15 P.M.	4:45 P.M.

5.10 Janitorial service will be provided by assigned inmate workers under the supervision of Contractor personnel. Corrections deputies will only be present for security, not supervision of inmates' daily tasks.

5.11 The administration and management of this contract for Deschutes County is the direct responsibility of the Sheriff. The Sheriff has delegated day-to-day responsibility for contract administration/communication purposes to the Corrections Captain. 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 CONTRACTOR

6.1 DAILY MEAL PRODUCTION REQUIREMENT

The Contractor will be responsible for providing up to 684 meals per day for inmates confined to the DCAJ, 270 meals per day to inmates confined to the Work Center, and 81 meals per day at the juvenile detention facility. In addition, an approximate total number of 84 staff meals at the adult jail, 9 staff meals at the work center, and six staff meals at the juvenile detention facility. The above-mentioned totals are theoretical maximum numbers based on available inmate bed space and working staff. At the adult jail, the total staff per day during the week (M-F) is approximately 35.

6.2. PURCHASING

6.2.1 Specifications. The Contractor must provide, within its proposal, the minimum purchasing specifications to be used in the purchase of all food products, flatware and serviceware. The

specifications provided should address the level of quality, grade, size, pack, count and all other relevant information. The Sheriff must approve the purchase of flatware and serviceware. The Sheriff must approve, in writing, any changes from the stated specifications.

6.2.2 Surplus Food Usage. The Contractor shall provide for the utilization of federally supplied commodities that shall be strictly accounted for and used only for the benefit of the Sheriff food services operation to the maximum extent possible. The liability for the proper use and accountability for those commodities shall be the responsibility of the Contractor. The County shall be reimbursed for 95% of the fair market value of each commodity received as stated on the state invoice of government-donated commodities.

6.2.2.1 Juvenile Information: The National School Lunch, Breakfast and After School Snack and Commodity Foods Programs will be used in the preparation of the Juvenile meals for breakfast, lunch, dinner and snacks. The Contractor shall place commodity orders as prescribed by the Commodities program and provide reimbursement to the juvenile detention facility for the value of commodities received. Program entitlement is based on the number of national school lunch meals served in the prior school year (July 1 to June 30) multiplied by the current yearly Commodity Foods Program Rate.

6.2.3 Receiving. The Contractor shall be responsible for receiving all goods at the kitchen receiving area. The Contractor shall be responsible for supplying personnel for the receiving, unloading, searching all goods for contraband, and storage of food and related supplies. At the DCAJ, there is a secured holding area where supplies can be deposited. The correctional staff will train the contractor's staff on proper search procedures. Delivering persons are not permitted inside the security areas of the adult facility. The Contractor must schedule qualified personnel to be available for deliveries within the time frame of 6:30 a.m. to 10:00 a.m. on each weekday. The Contractor should notify its vendors that 6:30 a.m. to 10:00 a.m. Monday through Friday is the primary time when the Contractor's suppliers will have access to the delivery area. It will be to the Contractor's benefit to schedule vendor deliveries as close to each other as possible.

6.2.4. Security. Due to security concerns, the Corrections Captain requests that the Contractor attempt to schedule the same individual(s) to receive supplier deliveries. No other Contractor personnel should be in this area other than for supervision or trash disposal purposes. No Contractor personnel and/or visitors are to use the loading area as an ingress/egress point to the buildings except to make deliveries at the DCAJ.

6.2.4.1 Vendors will not be permitted to use the loading area, or any point other than the main entrance, to access the kitchen.

6.2.4.2 The Contractor will be liable for any damage caused to the facilities or equipment through careless handling.

6.2.5 Salesperson. The contractor should encourage all salespersons to call at its district/area offices. No salesperson will be permitted inside the kitchen area or security area of the facility. If a salesperson must call on the Contractor's Unit Manager, the appointment must be set up for the manager to meet the salesperson in the public reception area. Exceptions may be made/authorized for equipment repairs, deliveries or installations.

6.2.6 Storage. The Contractor must provide for the correct handling, prompt storage and rotation/issue of food items purchased for use. Products that have been frozen in excess of one year and/or are past the manufacturer's/processor's established or implied pull/freshness expiration date may not be served. All food products must be stamped as to when they were received and stored on a first-in-first-out (FIFO) rotation basis.

6.2.7 Inventory. The Contractor shall conduct physical inventories of all food and supply items for the purpose of maintaining a regular supply of fresh foods and for cost control and accurate reporting purposes.

6.2.8 Leftovers not distributed to serving areas may be held at the preparation site for a maximum of two days. Leftovers that are frozen and held at 0 degrees Fahrenheit may be retained for one month. Potentially hazardous leftovers suspected of contamination shall be discarded immediately.

6.3 MENUS

6.3.1 Meals. The Contractor will supply a minimum of two hot meals at the DCAJ, work center and juvenile detention facility each day. The Contractor may choose to serve the cold meal at breakfast or at lunch, but dinner will always be a hot meal. The Contractor may choose to serve a cold meal at breakfast no more than five days per week. On the days a hot breakfast is served, a cold lunch may be served as long as it remains within the nutritional/caloric guidelines spelled out in this agreement.

6.3.2 Cycle. A 28-day cycle menu for the DCAJ, work center and juvenile detention facility must be used. Accompanying each menu must be a variety of nutritionally equivalent substitutions in the event one or more of the menu items is not available. No less than two-week menus for disciplinary, transport and work crew sack meals (breakfast, lunch and dinner) must be presented as well. Such menus shall be planned to provide a variety of foods thus preventing repetitive meals. These menus must be submitted to the Lieutenant or designee in advance. The Captain or Lieutenant may request changes on the menus based on the facility needs. Four, 28-day cycle menus will be alternated, without consecutive use.

Juvenile Information: The National School Lunch (NSLP), School Breakfast (SBP) and After School Snack Program menus must meet or exceed the United States Department of Agriculture (USDA) Traditional Menu Planning Option as defined under 6.3.2. and the most current US Dietary Guidelines found at <http://www.cnpp.usda.gov/publications/dietaryguidelines/2010/policydoc/policydoc.pdf>.

Breakfast and Lunch menus, using the Traditional Menu Planning Option, are required to meet or exceed the USDA nutrient standards (averaged over the course of a 7-day menu respectively) for grades 7-12 for: Calories, Calcium, Iron, Protein, Vitamin A and Vitamin C. Total Fat must be equal to or less than 30 percent of calories from fat. Saturated fat must be less than 10 percent of calories from fat.

Refer to USDA *A Menu Planner for Healthy School Meals* pages 4-18. <http://teamnutrition.usda.gov/Resources/menuplanner.html>.

Oregon Department of Education School Nutrition Program has established Lunch recommendations for sodium at 1200 mg, cholesterol at 100mg, and dietary fiber as 1 gram per 100 required calories as averaged over the course of a 7-day school week.

Contractor shall provide four, 28-day cycle menu plans annually to be reviewed and certified by a Registered Dietician for approval by the juvenile detention facility manager.

6.3.3 Sack Lunches. The Contractor shall provide sack lunches for special groups of inmate workers and juveniles. These sack lunches shall contain at least two sandwiches plus other foods necessary to meet nutritional requirements, unless otherwise requested by the Corrections Captain.

6.3.4 Late Meals. It may be necessary for the Contractor to prepare late plates for inmate workers. The number of late plates necessary will be called in with the evening meal count. Late plates will be prepared in microwavable containers so that the heating process will not spoil foods.

6.3.5 Ethnic Variety. Menus must include an ethnic variety, reflective of the inmate population.

6.3.6 Menu Changes. Any menu changes required by Contractor must meet equal quality, quantity and nutritional value as the original meal. A log detailing all full or partial menu substitutions and the reason(s) for having to make them must be maintained for each facility. Temporary or permanent changes in the planned menu shall be noted in writing on the master menu and the substitution log and/or corrected menu, along with the reasons for making the changes, shall be filed with the Lieutenant no less than weekly. A registered dietitian must certify all substitutions and changes as being nutritionally comparable within one month of service. An excessive number of full or partial temporary substitutions will be considered as a negative in the Contractor's annual performance review.

6.3.7 Menu Documentation. Documentation of menus as they are actually served must be maintained as verification of providing nutritionally adequate diet. The Contractor must submit such documentation weekly to the Lieutenant and juvenile analyst. Appropriate menus for inmates shall be posted in the DCAJ, work center, and in the kitchen one week in advance of their use. Staff menus shall be posted in DCAJ and work center staff dining rooms and in administration on a monthly basis. Juvenile detention will receive a menu for juveniles on a monthly basis.

6.3.8 Therapeutic Diets. Therapeutic or restricted diets must be available upon medical authorization. Specific diets shall be prepared and served to inmates according to the orders of the attending physician, nurse practitioner, dentist, or as directed by the responsible health authority. Medical diet requirements, verified by a registered dietician, must be specific and complete and will be furnished in writing to the Contractor. Restricted diets shall conform as closely as possible to the food served other inmates. The source book to be used is the Nutrition Care Manual with subscription update service published by the America Dietetic Association or comparable source that will be subject to the approval of the Sheriff. Medically prescribed food snacks must be served upon request at no additional cost. Medically prescribed dietary supplements (such as Sustacal) must be provided as requested and at a not-to-exceed cost plus percentage basis.

6.3.9 Disciplinary Diets. Upon the written order of the Lieutenant, a disciplinary diet consisting of an eight-ounce portion of "nutra-loaf" and eight-ounces of water shall be served three times a day for the time specified.

6.3.9.1 For Juveniles: Food cannot be withheld for disciplinary reasons under the National School Lunch and Breakfast Programs as well as the After School Snack provision. The type of required food components may be changed to meet the mental and/or physical state of the juvenile.

6.3.10 Religious and vegan/vegetarian diets must be approved by the Lieutenant and will be submitted in writing to the Contractor. The Contractor will provide samples of all such diets. The diets must be certified by a qualified religious representative and should be simple and conform as closely as possible to the food served other inmates.

6.3.11 Special diets (therapeutic, disciplinary, religious and vegan/vegetarian) will be clearly defined in Contractor provided special diet notebooks. At a minimum, notebooks will include complete menu descriptions for each special diet type, special diet order forms, and diet recipes to be used. Notebooks will be made available for DCAJ medical, corrections staff and juvenile detention use and review.

6.3.12 Holiday Menus. The dinner meal menu should be adjusted to reflect the following national and ethnic holidays:

Christmas	Memorial Day
New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Cinco de Mayo	Thanksgiving

6.3.13 Staff Meals. The Contractor will be required to provide one meal per shift to staff at each of the facilities (adult jail, work center, and juvenile detention facility). Food quality for the staff will be of higher quality than the inmate foods. Meals will be prepared in a manner that is tasteful, low in calories (limited amount of fried foods), with a variety of choices. Care will be made to assure the freshness of the meals. Inmate workers will not be involved in the preparation or serving of staff meals.

- a. Adult jail staff assigned to day shift will have a choice of two meals prepared cafeteria style. A salad bar will include items such as: a variety of lettuce, soups, fresh fruit, low-fat cottage cheese, vegetables and desserts. All staff meals are served in the Staff Dining Room. Staff assigned to night shift will have a meal prepared from a short-order menu or prepared packaged meals. The menu will consist of such items as salads, sandwiches, soups, casseroles and breakfast meals. Additional items will be provided in the staff dining room such as bread, fresh fruit, hot/cold cereal, desserts or ice cream. Staff meals will be served in the staff dining room. Day shift meals served cafeteria style will be ready for staff by 11:45 a.m. and replenished at 12:30 p.m. and 1:00 p.m. Staff plates, cups and utensils will also be replenished at the same time.
- b. Work center staff will be provided a meal during their assigned shift. Staff assigned to the work center will have a meal prepared from a short-order menu or prepared packaged meals. The menu will consist of such items as salads, sandwiches, soups, casseroles and breakfast meals. Corrections staff will transport staff meals to the work center facility.
- c. Juvenile staff will be provided a meal during their assigned shift. Staff assigned to the juvenile detention facility will have a meal prepared from a short-order menu or prepared packaged meals. The short-order menu will consist of such items as salads, sandwiches, soups, casseroles and breakfast meals. Juvenile detention will transport staff meals to the detention facility.

6.3.14 Staff Beverages. Bulk soda dispensers are to be provided at DCAJ in the dining room and shall be available to staff on a 24 hours-a-day, seven days-a-week basis. A minimum of five soda flavors, one

of which must be diet, and one tea or Gatorade type beverage are to be provided. Cartons of non-fat and 1% milk are to be provided to DCAJ and work center upon request at each meal period. In addition, coffee brewers capable of dispensing hot water as well as making regular and decaffeinated coffee must be available in the property area of booking and control center of the jail. Thermal containers shall be provided instead of glass coffee containers.

6.3.15 Sheriff's Office staff will make the coffee on an as-needed basis. It will be the Contractor's responsibility to provide and maintain the equipment as well as bulk soda syrup, CO2, milk, coffee grounds (regular and decaffeinated), tea (regular, decaffeinated and green tea), condiments (such as sugar, artificial sweeteners and nondairy cream), stir sticks, napkins and any other related items. The Contractor will have full responsibility for keeping all equipment and cabinetry/shelves in clean, sanitary working condition, as well as maintaining sufficient supplies to accommodate each shift. Locations must be checked no less than daily.

6.3.16 Coffee and soda machines are owned or leased by Contractor or provided by the beverage distribution company. Cost for machines is the responsibility of the Contractor. Coffee machines are 110v with a dedicated water supply.

The Contractor is to charge its actual product cost plus the not-to-exceed proposed specified percentage mark-up via separate monthly invoices. Documentation as to the type, amount and supplier invoice costs must be provided with each billing.

6.3.17 Auxiliary Food Service. 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 Sheriff or Corrections Captain. The cost for such meals, if different from those served the inmates/juvenile/custody staff, will be subject to individual requirements; however, such terms must be written and agreed to by both parties. Such arrangements shall be priced based on a cost plus the specified not-to-exceed percentage mark-up.

6.3.18 Contingency Meals. The Contractor will be required to provide food service at no additional cost to the County in the event of lockdowns, riots, severe weather conditions, fire, power failure, labor strikes, ice storms, acts of God or other events that would cripple the normal operations of its detention facilities. At a minimum, the Contractor must maintain an on-premise inventory sufficient to prepare and serve three days of scheduled meals. The Contractor will be required to submit a County approved contingency plan that will address this requirement within thirty days of contract execution.

6.4 NUTRITION REQUIREMENTS

6.4.1 Menu Certification. Menus must be reviewed and certified by a Registered Dietitian as adjusted for age, sex and activity according to the Recommended Dietary Allowances (RDA) stated by the National Academy of Sciences and applicable laws and regulations. The Contractor must provide the Corrections Captain with written certification of this review for each cycle menu prior to implementation.

For juveniles, the National School Lunch, School Breakfast and After School menus must meet or exceed the United States Department of Agriculture (USDA) Traditional Menu Planning system as defined under 6.3.2 and the most current US Dietary Guidelines found at www.usda.gov/dietaryguidelines/dga2005. The Juvenile National School Lunch and Breakfast menus

are required to meet or exceed the nutrient standards for grades 7-12 for calories, calcium, iron, protein, Vitamin A and Vitamin C averaged over the course of a 7-day menu, respectively. The total fat must be equal to or less than 30 percent of calories from fat. The saturated fat must be less than 10 percent of calories from fat. Refer to "A Menu Planner for Healthy School Meals," pages 4-18. The Oregon Department of Education has established School Lunch recommendations for sodium 2000mg, cholesterol 100mg, and dietary fiber as 1 gram per 100 required calories as averaged over the course of a 7-day school week.

6.4.2 Calories. Minimum daily caloric requirements for inmates housed in the facilities shall be 2,650.

6.4.2.1 For Juveniles: Menus for breakfast, lunch, dinner, and snacks must meet the minimum RDAs for male and female youth and adjusted for their physical activity. Refer to specific National School Lunch and Breakfast requirements as specified in 6.4.1 of this RFP. The detention facility manager may request additional quantities and types of food during the 28-day cycle. These requests will be submitted in written form to the Contractor at least 10 days prior to implementation. These additional items shall be billed separately in that month's invoice.

6.4.3. Documentation. At a minimum, Contractor must provide weekly summaries and list all RDA vitamins and nutrients as well as cholesterol, sodium and fiber contents. Any County contract award will be subject to the winning Proposer submitting the specified nutritional documentation and number of food group servings with the Registered Dietitian's certification for the menus submitted for Sheriff and juvenile detention facility manager approval.

6.4.4 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 dietitian.

6.5 MEAL PLAN REQUIREMENTS

6.5.1 Meat or Meat Alternate Group: This group includes fish, fowl, luncheon meat, eggs or cheese. Meat alternates, individually or in combination, are encouraged and limited to three times per week. Meat alternates include cooked dried beans, peas, lentils, nuts or nut butter (peanut butter and others).

- a. Ground beef may be used in entrees no more than four times in one week. If served four times in one week, the ground beef must be served at least once in "solid" form such as meat loaf or Salisbury steak.
- b. Textured Meat Alternate (formerly referred to as Texturized Vegetable Protein) may be used in a maximum ration of 3% reconstituted TMA to 97% ground meat.
- c. Chicken or turkey must be served at least three times per week. Staff will receive upgraded fresh turkey or Grade A or Choice beef products. Ground turkey may be used in casserole entrees.
- d. Fish will be served at least once per week.

Juvenile Information: For all food groups refer to the USDA Manual, Food Buying Guide for Child Nutrition Programs.

6.5.2 Vegetable and Fruit Group: All vegetables and fruits will be fresh, frozen or canned.

- a. Vitamin A-Rich Food: One-half cup serving of a Vitamin A-rich food must be served a minimum of three days per week and preferably not on consecutive days. Vitamin A-rich foods include dark, leafy greens and deep yellow vegetables and fruits such as carrots, sweet potatoes, apricots, etc.
- b. Vitamin C-Rich Food: One-half cup serving of a Vitamin C-rich food must be served daily. Vitamin C-rich foods include raw or cooked citrus fruits or juices, tomatoes, melons, berries, dark, leafy vegetables, etc.

Fruit drinks and aides which mainly consist of sugar and water and may or may not have Vitamin C added are not full-strength, 100% natural juice and cannot be used to fulfill the Vitamin C requirement.

Note: If not included in the vegetable and fruit group, the Vitamin C-rich food may be used to fulfill the dessert requirement.

- c. The following should be noted:
 1. Rice, spaghetti, macaroni and noodles are not vegetables but "bread alternates." Potatoes, sweet potatoes and yams are considered vegetables.
 2. Vegetable soup may be used to fulfill one portion of the vegetable requirement if the soup includes one-half cup of vegetables per serving of soup.

6.5.3 Bread or Bread Alternate Group: This group includes enriched or whole grain bread, biscuits, muffins, rolls, sandwich buns, corn bread and other breads. Bread alternate may include enriched or whole grain cereals or cereal products such as spaghetti, macaroni, dumplings, rice, pancakes and waffles. Whole grain breads shall be offered as a choice when bread is served. The use of whole grains is encouraged.

6.5.4 Butter or margarine must be fortified.

6.5.5 Milk Group, or its equivalent, shall be served.

- a. Milk must be low-fat 1%.
- b. Certified raw milk and raw milk cannot be used in any form.
- c. All milk should be fortified with Vitamin D whether fresh, canned or dried. All skim milk, including buttermilk, should be fortified with both Vitamin A and D whether fresh, canned or dried.

Juvenile Information: The fluid flavored and/or unflavored milk must have a variety of fat contents.

6.5.6 Condiments: All condiments and garnishes are to accompany the meal, including but not restricted to, iodized salt, pepper, mustard, ketchup, etc. Other condiments may be added to the meal to provide personal satisfaction and additional nutrition.

6.5.7 Sulfites: No sulfite additives are to be added to any foods served under this contract.

6.5.8 Inmate Meals:

- a. For breakfast, the following restrictions shall apply:

1. Fresh eggs shall be offered no more than three times per week.
2. Pancakes, waffles, French toast shall be served no more than three times per week.
3. Breakfast meats should be limited to twice per week.

6.5.9 The following items must be considered in all menu planning, food selection and meal preparation:

- a. Ethnic, cultural and/or regional dietary requirements or preferences of staff and inmates.
- b. The food items within the meat, vegetable/fruit and dessert groups must be varied within the week and not repeated on the same days of consecutive weeks.
- c. Aesthetic values, i.e., the variety of foods and food preparation methods, color combinations, textures, sizes and shapes, taste and appearance.
- d. Seasonal availability of foods.
- e. Food preparation methods shall include baking, broiling and boiling in preference to those methods that add extra fats and oils such as frying. Spices, herbs and garnishes shall be used to enhance the taste and improve eye appeal of the meal.
- f. Contractor must be willing to make any changes in the menus requested by the Captain or Lieutenant or its designee to conform to the meal requirements, as long as the changes made are within the cost restraints of the contract.

6.5.10 Portioning:

- a. All food portion sizes shall be the cooked weight or shall be specifically identified as raw weight. Meat portions in casserole or combination dishes must be listed. The contents for all sack meals must be clearly indicated by item and weight. All portions must be listed on the menus that are submitted in the proposal. They must include the number and portion size of condiment packages.
- b. The Contractor will provide eight ounces of fresh 1% milk a minimum of nine times per week, or equivalent Vitamin D fortified drink substitute.
- c. All portioning is to take place in the kitchen under the direct supervision of the Contractor's staff. At no time shall inmate workers be given the responsibility for portioning.
- d. In all facilities, condiments such as salt, pepper, ketchup, mustard, relish, salad dressing and others should be in individual disposable containers and served on each inmate's tray. Condiments may not be handled or distributed by inmates. In addition, condiment packages may not come into direct contact with unpackaged food items. For security reasons, DCAJ reserves the right to limit, restrict or ban the use of condiments, including pepper. Margarine or, if available, bulk commodity butter may be used for inmate meals as long as it is portioned directly onto the tray.
- e. Bulk servings containers (cambros) for inmate beverages are not permitted at DCAJ, the work

center or juvenile detention. Instead, individual drink packets or disposable eight ounce cartons are required for service.

6.6 DISPOSABLE/EXPENDABLE

The Contractor will furnish all paper, plastic, sacks, styrofoam clamshell containers, paper towels and hand soap for the kitchens and serveries and other expendable items used in the operation. Hairnets, beard nets and plastic gloves for use by inmate workers in the kitchens will also be supplied by the Contractor. The Sheriff reserves the right to request that samples of all or certain specified disposables be submitted prior to contract execution.

6.6.1 All flatware, cups, and dishware used for inmates receiving a sack lunch meal must be disposable and approved by the Sheriff.

6.6.2 The Contractor will furnish eating utensils for staff, to include forks, spoons, knives, plates (large and small), bowls, and cups at the adult jail and work center.

6.7 QUALITY ASSURANCE

The Contractor must implement and maintain a comprehensive quality assurance program addressing, but not limited to, the purchase, delivery, storage, and preparation of food at the adult jail as well as facility/equipment sanitation and staff food handling practices. All such records must be filed in an orderly, chronological fashion to permit easy access and audit by the Sheriff or staff designee.

Juvenile Information: The Contractor must submit the required HACCP plan for review by the Oregon Department of Education, Child Nutrition Programs.

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 ounces before breading.
- b. Poultry - U.S.D.A. Grade B. Chicken quarters can be no less than eight ounces raw weight. Legs or thighs must be a six ounce minimum raw weight. All breaded products must have a product weight of three ounces before breading. All poultry will be served boneless.
- c. Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine when it is a commodity item.) 1% low fat milk fortified with Vitamins A and D shall be served as a beverage. Dry/powdered milk may be used in cooking/baking. Low-fat dairy products for staff.
- d. Eggs - Shall be at least U.S.D.A. Grade B - Medium.
- e. Fish and Seafood - Fresh or frozen, must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of three ounces before breading.

- f. Canned Fruits and Vegetables - U.S.D.A. Grade B or better. For tomatoes used as a cooking ingredient, Grade B.
- g. Fresh - Produce shall be at least USDA No. 2. Minimum produce counts are as follows:

Apples	113
Oranges	113
Bananas	3-4 (petite)
Pears	90-100

The contractor may serve comparable portions of other popular fresh fruits.
- h. Frozen Fruits and Vegetables – Shall be at least U.S.D.A. Grade B.
- i. Bakery products - A minimum of 60 percent whole-grain bakery products must be used. As long as they are within their “sell-by” dates, day-old breads may be purchased, but must be used within 48 hours or frozen until the time of use (seven day maximum hold).
- j. Coffee grounds will be decaffeinated for use in serving inmates. Both decaffeinated and caffeinated for staff. Instant coffee is acceptable as long as the Sheriff approves the manner in which it is served.
- k. The Contractor may not purchase "second market" and/or distressed food items without the prior written approval of the Sheriff.

6.8 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.

6.8.1 Delivery Preparation - Meals are to be served on thermal service trays provided by the County. The Contractor, with the assistance of inmate workers, will load the trays onto carts provided for that purpose. Meals will not be portioned onto the trays until immediately prior to the delivery to insure the food will maintain a proper serving temperature until the time it is delivered to the inmates. It will be the responsibility of the Contractor to insure the correct number of trays, cups and flatware are sent with the delivery carts.

6.8.2 Foods will arrive to the staff and inmates at safe temperatures at the adult jail, work center and juvenile detention facility: hot food at 140 degrees Fahrenheit or above (no higher than 180 degrees Fahrenheit) and cold food at 40 degrees Fahrenheit or below. The County will provide the transport equipment. Preparation of staff meals shall not be made in excess of two hours prior to serving.

6.8.3 Cart Return: All flatware, inmate trays, service trays and refuse shall be returned to the kitchen on the carts used to deliver same. The Contractor must be aware that there is no facility in the housing units to allow for the rinsing of dirty trays. Extra unconsumed food on trays (i.e., not served to inmates) is to be returned to the kitchen for accounting and disposal. No unused food may be used for a future meal. The corrections deputies will be responsible for physically counting all trays, cups and flatware returned by the inmates.

6.8.4 The Contractor will assume full fiscal responsibility for any damage incurred in the adult jail due to

its employees' negligent handling of carts and related equipment. The Contractor is also responsible for cleaning up all spills in kitchen areas created as a result of tray cart delivery and return.

6.8.5 Thermal trays used by the work center and juvenile detention facility for transporting food will be returned to the Contractor and cleaned at the DCAJ.

6.9 EQUIPMENT AND FACILITIES

The Contractor shall take all reasonable and prudent measures necessary to assure the Sheriff that its equipment is being properly used and maintained. The Contractor will have direct responsibility for the care of all equipment in the kitchen. The Contractor will assume full fiscal responsibility for any damage incurred due to its employees' negligent handling of County owned fixtures, furniture and equipment.

6.9.1 Preventative Maintenance & Equipment Repairs: The Contractor shall implement and regularly provide, at its expense, preventative maintenance and repair contracts on all equipment under its direct control (fire extinguishers/systems excepted). Such contracts can be provided by the Contractor itself or by reputable companies generally known to have such expertise.

6.9.2 It is permissible for the Contractor's plan to have the Sheriff acquire the appropriate preventative maintenance and repairs contracts for all equipment with outside companies that have proven performance records. The costs of these maintenance and repair programs will be borne by the Contractor.

6.9.3 County Maintenance Assistance: The Contractor may, upon request, utilize Sheriff maintenance personnel for minor electrical and equipment repairs. The decision to repair rests solely with the Sheriff.

6.9.4 The Contractor is to keep a separate record on maintenance and repairs for each piece of equipment and to provide a written report and relevant documentation at least quarterly as to what preventative maintenance/repairs have been performed on each piece of equipment. No less than an annual report of all preventative maintenance and repair work performed must be sent to the Corrections Captain within 120 days of the end of each fiscal year.

6.9.5 Cooking Related Ventilation Systems: The Contractor will assume responsibility for the proper maintenance and steam cleaning of the DCAJ hood ventilation and stack systems a minimum of twice annually at the Contractor's expense.

6.9.6 The Contractor will be expected to inform the Corrections Captain, immediately in writing, of any equipment problems or deliberate mistreatment of the same by an inmate worker, Contractor employee, or corrections staff member.

6.10 INVENTORY PROCEDURES

The Contractor and County shall jointly inventory at least semi-annually all capital equipment and County owned service ware 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 items. All replacement supplies shall be the property of the County.

6.10.1 A separate list of all Contractor and/or vendor supplied equipment must be maintained and

submitted to the Corrections Captain annually.

6.10.2 The Contactor has sole responsibility for properly securing and maintaining this equipment in accordance with all health codes, food service industry best practices and specified security procedures.

6.10.3 Prior to the actual start-up of the food service, the Contractor and the County shall conduct a complete inventory of non-food supplies as well as a statement as to the condition of said equipment. The documents showing the results of this inventory shall be kept on file with the Sheriff's Office with copies retained by the Contractor.

6.11 SMALL WARES

Small wares: The Contractor shall, at its expense, maintain at 125% of the Average Daily Population (ADP) and replace all small wares such as knives, spatulas, ladles, spoons, whips and related cooking utensils, as well as stainless steel coffee pots in accordance with Sheriff approved par stock levels. Service ware such as insulated trays, cups, permanent flatware, delivery carts, insulated bulk food carriers, straps, and related items are considered small wares. Additionally, the Contractor will provide and replace all sanitation and janitorial equipment. A list of the small wares is attached as Attachment D of this RFP. Once purchased, all small wares become the property of Deschutes County.

6.11.1 The Contractor is also required to supply an adequate number of small wares for use in the staff dining room to include plates (small and large), bowls, cups, knives, forks, and spoons. The County will provide small wares for the work center and juvenile detention staff. All cleaning of DCAJ small wares will be the responsibility of the Contractor. Work center and juvenile detention facility small wares will be cleaned by facility staff.

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

6.12 COMMISSARY SERVICES

6.12.1 Product Orders: Contractor shall process Commissary orders for products from inmates in accordance with Contractor's standard procedures. No tobacco products shall be offered by Contractor. County shall be responsible to collect disbursements from inmate commissary accounts for purchases of such products, provided that Contractor shall have access to each inmate account for the purpose to record and make disbursements, and of verifying that there are sufficient funds in such account to cover a product order placed by such inmate, including but not limited to, any sales, use or other taxes related thereto.

6.12.2 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, 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 working days after written notice to the County of Contractor's need to do so. Contractor shall submit to County 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. For purposes of this Agreement, a sale shall be deemed made when a product ordered by an inmate is delivered to the County for subsequent delivery to the inmate and the product is not returned.

6.12.3 Manner of Payment: Contractor shall bill the County 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 Contractor within thirty days after the invoice date. Such payment shall be sent to Contractor address. Contractor shall provide the County with a comprehensive monthly summary of gross sales, services and credits. This summary shall be forwarded to the Sheriff or his designee each month.

6.12.4 Commissions: Contractor shall pay to the county a commission on gross sales in an amount equal or greater to fifteen percent (15%) of net sales of all products, other than stamps and pre-stamped envelopes and indigent products provided by Contractor. The fifteen percent (15%) minimum covering commissions on net sales made during each such week shall be deducted from the invoice submitted to the County each week.

6.12.5 Operational Responsibilities: Contractor personnel, with the escort of corrections deputies, shall transport such products ordered by inmates to inmates, and shall deliver products returned by inmates to Contractor at its commissary facility in a timely manner.

6.13 JANITORIAL

6.13.1 Garbage: The Contractor shall make a due diligent effort to properly process/breakdown all recyclable materials and remove them to the designated bins. Where a complimentary pick-up service and appropriate containers are available, the Contractor is to make a due diligent effort to separate food garbage for the purpose of being used for compost. The Contractor shall remove all other trash to the assigned compactors/dumpster locations a minimum of twice a day. The Contractor will ensure that recyclables and garbage are removed whenever any trash containers are full, at the end of the meal period or at the end of the workday.

6.13.2 Cleaning: The Contractor will be responsible for all day-to-day, as well as periodic, major cleaning of the entire kitchen area assigned to the Contractor including refrigerators, freezers, storerooms, wash areas, kitchen restrooms, office and receiving areas. Sheriff's personnel or Sheriff contracted personnel will not be assigned any work in kitchens/food service areas assigned to the Contractor.

6.13.3 Sanitation: The Contractor will be responsible for on-going sanitation and cleanliness in the staff dining room in the DCAJ. The cleaning process will include wiping down the tables and counters, removal and washing of dirty dishes, re-supply of condiments, cleaning of the soda machines, refrigerator and microwave and other similar tasks.

6.13.4 General Janitorial and Personal Sanitation Supplies: The Contractor is to supply all cleaning

equipment and approved chemicals as well as hand soap, paper towels and toilet tissue for all staff and inmate restrooms and hand washing sinks in the kitchen.

6.13.5 Extermination: 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 kitchen area only. All reports will be forward to the Corrections Captain.

6.13.6 Energy Conservation: When the Sheriff kitchen facilities are 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.

*6.14 PERSONNEL AND SUPERVISION

*6.14.1 Selection and Hiring. All personnel being considered for hire by the Contractor must complete the Deschutes County Sheriff's Office Confidential Personal History Questionnaire (Attachment E). This requirement includes all equipment repair and maintenance personnel retained by the Contractor. The processing shall take no more than five to eight business days. The guidelines now in force for non-county personnel having access to the DCAJ are that non-essential persons such as contractors, inspectors and contracted maintenance, will be required to have a criminal history and driver's license check before entry is allowed into the facility. All non-essential persons will be accompanied by corrections staff. The Sheriff's Office reserves the right to refuse admittance to any current employee without cause. If a contract employee is refused clearance for assignment to the facility, the Contractor shall be informed of the reason for such refusal. All employees shall submit to a pre-employment drug test administered pursuant to Contractor's drug testing policy.

6.14.2 Security Clearances: The Sheriff reserves the right to pull Contractor management, third-party repair and staff security clearances without notice for any reason at any time. The Contractor must notify the Sheriff immediately in the event a Contractor employee is arrested or the Contractor learns an employee is under criminal investigation. The Contractor shall also require any employee to notify it immediately when the employee is taking prescription medication that may adversely affect job performance or safety.

6.14.3 Notification of Transfer/Removal: The Sheriff or designee of his choice requires that he be notified prior to the transfer/removal of any general and site manager and to interview/approve any replacement. The Sheriff reserves the right to reject any manager candidates without cause.

6.14.4. Employee Retention. Exiting Contractors, if a new contractor is selected, shall provide the Sheriff with a list of employees' names, classifications, work location and phone numbers, for all current employees who will be laid off as part of this Contract termination/expiration. The incoming Contractor shall interview and consider these employees for employment prior to recruiting from the general public to fill any vacancies related to meeting the service requirements of this Contract.

*6.14.5 Benefits: The Bidding Contractor 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.

*6.14.6 Manager: The Bidding Contractor shall provide job descriptions and resumes for the individual(s) who will be considered for the Contractor's position of Food Service Manager. It is requested that this individual have previous experience with corrections food services. An interview with any proposed manager will be required prior to the award of the contract. The County shall have the right of refusal of any proposed food service manager.

*6.14.7 Maintain Food Service Manager: The Contractor shall include with its proposal a statement showing its commitment to maintain the same food service manager proposed and approved during the RFP process and remain throughout the life of the contract.

*6.14.8 Food Service Manager Approval: If there is a change in the food service manager during the life of the contract, a resume and interview will be required of the new manager. The County shall be notified prior to the transfer/removal of any manager and to approve the replacement. The Sheriff reserves the right to reject any managerial candidates without cause.

*6.14.9 Job Descriptions: The Contractor should be aware that some of the anticipated classifications may require lifting items of up to 100 pounds. The Contractor shall submit a copy of the job descriptions for all staff positions at the facility.

*6.14.10 Training: Management and staff personnel will not be trained at DCAJ for work at non-Deschutes County sites without the express written permission of the Sheriff.

6.14.11 Compliance with Rules and Regulations: The Contractor and its employees assigned to DCAJ will be expected to comply with all Sheriff's rules of conduct and dress concerning normal day-to-day operations. The Contractor is required to brief each of its managers and staff employees no less than annually on general and site specific security regulations and recommended best practices. Furthermore, the Contractor is to notify each of its employees no less than annually in writing that failure to follow the specified procedures will result in their security clearance being immediately revoked.

6.14.12 Staffing: The Contractor must staff its operations with the optimum number (no fewer than proposed) of employees at all times for the efficient operation of the facility. The Corrections Captain must approve any subsequent reductions in the total number of hours proposed for each location in writing.

*6.14.13 Performance Evaluation: The Contractor shall submit within its proposal the frequency and process used for management and staff job evaluations.

6.14.14 Employee Wage Posting. Upon the start of the Contract, the successful Proposer shall post a copy of classifications, hourly wage and benefit package descriptions. In addition, the successful Proposer shall post information regarding employees who earn less than \$12.00 per hour of their possible right to the Federal Earned Income Credit (EIC). The successful Proposer shall make the forms available. The employee must complete the forms to secure advance EIC payments from employer pursuant to Section No. 5 of the Federal Earned Income Credit (EIC).

6.14.15 Employee Uniform. Uniforms and employee appearance of contractor employees, including management, shall be properly attired in a standard, easy-to-recognize uniform. The Contractor's employees must be clean and neat at all times and easily discernible from the inmates and inmate

workers. The use of perfume and wearing of jewelry (wedding rings excepted) should be actively discouraged. The Contractor must supply hair restraints (hats or nets) and plastic gloves (when handling food) which must be worn by all food service employees and inmate workers in the kitchen.

6.14.16 Employee Removal. The Sheriff may revoke a security clearance or require the Contractor to immediately transfer any of the Contractor's employees from the facility for any reason sufficient to the Sheriff. Any and all such transfers will be made in the name of the Contractor and therefore the Contractor will assume the responsibility for such action.

6.14.17 Notification: The Contractor must notify the Corrections Captain in writing whenever any management and staff employee has been terminated, permanently transferred or newly hired. The Contractor has sole responsibility for returning to the Sheriff any employee's security identification badge, keys and/or electronic entry device within 24 hours of the employee's final shift.

6.14.18 Employee and Inmate Relationships: The Contractor must ascertain and immediately notify the Corrections Captain or Lieutenant verbally and in writing if any employee is related to or has or initiates a personal relationship with any person confined or previously confined as an inmate in any Sheriff's Office operated corrections facilities. It is the Contractor's responsibility to require its employees to immediately alert the Contractor whenever a person who is a relative or personal acquaintance of that employee is admitted to any of the above noted facilities.

*6.14.19 Culinary Education: The Contractor will, upon written request, implement and maintain a vocational education program for inmates. The vocational education program should address basic food preparation/cooking skills, food handling and sanitation standards and general food service management issues during the specified class schedule. The Sheriff reserves the right to affiliate the Contractor's program with a local community college.

6.15 FACILITY SECURITY

6.15.1 Successful bidder will, upon awarding of contract, furnish to the Corrections Captain a list of names of employees who are to work in the facility. The list will be forwarded to the Captain one month prior to commencing work.

6.15.2 The list of names will include:

- a. First name, middle name, last name
- b. Date of birth
- c. Current residential address
- d. Oregon driver's license number
- e. Social security number

6.15.3 Prior security checks will be mandatory before any employee will be allowed to enter the jail facility to work.

6.15.4 When a new employee is assigned to DCAJ, the name and pertinent information will be forwarded to the Lieutenant as soon as possible for addition to the list.

6.15.5 Admittance to the facility will be denied to any contract employee whose previous criminal activities would compromise the security of the facility.

6.15.6 Decisions of DCAJ security staff are final and not subject to arbitration.

6.15.7 Metal Detector: All Contractor employees may be subject to pass through a metal detector upon entering and leaving the building. In addition, all persons and their belongings will be subject to search upon entry and exit. No cigarettes or prescription medicines will be permitted beyond the metal detector. Contractor's employees are subject to search at any time they are within the secured areas of the building.

6.15.8 Identification Badges: All Contractor employees will wear/carry Contractor supplied identification badges (with picture). In addition, the Sheriff reserves the right to deny access to employees who fail to wear/bring their identification badge.

6.15.9 Locked Doors: The Contractor and its employees will be responsible for keeping closed and locked all internal doors in assigned work areas. The Contractor and its employees must adhere to all security restrictions imposed by the DCAJ security staff.

6.15.10 Ingress/Egress: All contractor employees must report for work by entering the building via the employee's entrance.

6.15.11 Search: All contractor employees will be subject to a search of their person and their belongings. Contractor's employees are subject to search at any time they are within the security perimeter of the facility.

6.15.12 Maintenance Contractors: Maintenance contractors will be required to enter the building through the proper security channels. There will be no exceptions.

6.15.13 Emergency Authority: In an emergency situation, the corrections security staff will take supervisory precedent over the Contractor's management and staff.

6.15.14 Inmate Worker: Inmate workers will not be allowed outside of the security perimeter of the building unless they are under the direct supervision of the corrections deputy. Inmate workers will not be allowed to supervise the activities of other inmate workers.

6.15.15 Employee Conduct Inside Facility: Contractor employees shall adhere to the policy and procedures of the facility.

6.15.16 Contractor employees shall be advised of the possibility that a hostage taking incident could occur at any time.

6.15.17 No alcoholic beverages, drugs or food items will be brought into the facility, nor will anyone under the influence of alcoholic beverages or drugs be allowed inside.

6.15.18 In the event of any disturbance inside the jail, the contractor employees will immediately follow the orders of the corrections officers on duty.

6.15.19 In the event of a dispute involving the facility staff and the contractor employees regarding work location, security measures, etc., the shift sergeant will have the final decision.

6.15.20 Sharp Equipment Inventory: The Contractor will implement a check-out/check-in log procedure for sharp utensils. Such logs must clearly show the item signed out, by whom, its intended location (i.e., work space), time returned and logged in by whom. The Contractor will provide and utilize locked shadow boards for the secure storage and quick inventory of knives, meat forks, and other sharp or pointed utensils. Items such as knives shall be tethered and secured onto a table leg, etc., in areas where inmates are working at the DCAJ. All sharp instruments must be accounted for prior to an inmate kitchen work crew shift change. Corrections security staff reserves the right to enter the kitchen and inventory all such items at their discretion. Any missing items must be reported to the shift supervisor or person in charge immediately, then to the Corrections Lieutenant.

6.15.21 The County shall train the Contractor's employees regarding inmate disciplinary procedures. The Contractor's employees shall supervise all inmate workers assigned to the kitchen and shall follow the DCAJ discipline procedures when it is necessary to take disciplinary action with inmate workers.

6.15.22 Compliance with Rules and Regulations: The Contractor and its employees assigned to DCAJ will be expected to comply with DCAJ policy and procedures concerning normal day-to-day operations. DCAJ security staff will train Contractor and Contractor's employees as to DCAJ policy and procedure and general security practices.

6.15.23 Whenever inmate 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, or receiving area) engaged in the supervision of inmate workers.

6.16 CONTRACT MONITORING

6.16.1 The contract will be monitored through a number of means, including Site Reviews. County or Sheriff staff or its authorized representatives may conduct on-site visits to review Contractor compliance with the contract. Site reviews are not usually scheduled with the Contractor.

6.16.2 Contract Services Meetings: Sheriff staff will schedule regular meetings no less than quarterly to discuss services and to resolve any operational problems with appropriate Contractor site, district and corporate level management and staff.

6.16.3 Performance Measures and Reports: Sheriff staff will review and, in some instances, produce reports detailing the performance of contract programs. The majority of the data to be collected and reviewed has been specified within this RFP. Additional data, if required, will be determined during contract negotiations. At a minimum, such reports and subsequent performance evaluations shall be based on, but not limited to, the following:

Outside expert evaluations to include fire, safety, etc., and the following:

- a. Deschutes County Human Services Inspection reports.
- b. DCAJ inspection/quality audit reports.

- c. Inmate and staff comments, complaints and compliments.
- d. Quality (to include completeness and accuracy) of Contractor required reports.
- e. Timeliness of Contractor required reports.
- f. Ability of Contractor to respond to and fix complaints related to food quality, service timeliness, etc.
- g. Reports submitted by the Sheriff's Office Maintenance Division on the condition of Contractor controlled facilities and equipment.
- h. Fiscal Compliance: Sheriff's Office fiscal compliance reviews conducted to ensure that financial records, systems, and procedures conform to generally accepted accounting principles and are in compliance with all County and State audit and accounting requirements.
- i. The National School Lunch Program periodic administrative and nutrition reviews.

6.16.4 Mandatory Legal and Voluntary Compliance: The Contractor shall agree to comply with all statutes, ordinances, and regulations and requirements of federal, state and local governing bodies applicable to the management/operations of the food service contract. This includes obtaining and paying for all applicable licenses and food handler's cards.

6.16.5 Penalties for Non and Partial Performance: If after two or more written complaints have been submitted to the Contractor by the Sheriff's Office as specified herein, the Sheriff determines that one or more substantial contract violations continue to occur, the Sheriff shall have the right to require the Contractor to issue monthly billing credits commensurate with the value lost plus fifty percent or \$2,500, whichever is greater. These credits will continue to be issued until such time that all of the aforementioned violations have been corrected to the Sheriff's satisfaction. Those violations considered substantial to the Sheriff include, but are not limited to the following:

- a. The Contractor has failed to prepare all or portions of the meal using the specified recipe, product/ingredient amounts proportionate to the number of persons to be served, improper preparation and/or improper storage techniques and other points directly related to adherence to serving the menu specified.
- b. The Contractor, through improper or inconsistent supervision, has failed to provide the specified portions to the inmates.
- c. The Contractor has failed to adhere to the contractually agreed upon minimum purchase specifications.
- d. The Contractor has willfully refused to utilize Federal Government Surplus Commodities.
- e. The Contractor has, through circumstances within its control, caused all or portions of a meal to become contaminated.
- f. The Contractor has, through circumstances within its control, failed to serve meals within 10 minutes of their scheduled time.
- g. The Contractor has, through circumstances within its control, failed to maintain the kitchen, staff dining rooms, storage equipment and space and all preparation and service utensils in a clean, sanitary manner.
- h. The Contractor has, through circumstances within its control, failed to prevent damage to Sheriff property, buildings or equipment.
- i. The Contractor has, through circumstances within its control, failed to provide no less than one qualified staff person in the DCAJ kitchen, storage and service areas to adequately supervise inmate workers.

- j. The Contractor willfully conceals knowledge of an employee's arrest or criminal investigation, or fails to notify jail command of known kitchen staff/inmate relations.

6.17 ESCALATION

6.17.1 The Contractor shall submit any price adjustments no less than sixty days prior to the Contract anniversary date. The Sheriff reserves the right to reject any modifications of the Contract unacceptable to the Sheriff. Prices shall be held firm for the first twelve months of the Contract.

NOTE: Price adjustments should not exceed Portland's Consumer Price Index (CPI) for the preceding year for the labor cost portion of Contract.

6.17.2 The Contractor, at its option, may submit a price-per-meal cost adjustment for the next full fiscal year by January 31st each year. The Contractor must be prepared to document and explain the process used to justify the proposed cost increase based upon the following:

- a. The U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast will be used to justify the increase in food cost.
- b. 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 cost will be applied and/or, if applicable, mandated Living Wage consumer price index (CPI) adjustments.
- c. Change in Sheriff-specified menus, points-of-service, and additions or levels of service provided.
- d. Verification or substantiation of cost factors through submissions of supplier invoices over a six-month span.

*6.18 FINANCIAL

6.18.1 Contractor Compensation: Each Contractor must submit an expenses and administrative/management fee bid 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 inmate diets, staff meals and official or group function meals.

The total per meal cost bid proposed by the Contractor must include the following:

- a. Food cost (factoring in the anticipated use of U.S. Government commodities).
- b. Disposable (all non-returnable service ware and packaging directly related to the service of meals).
- c. Labor cost (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 County. This includes the purchase of 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.

6.18.2 Compensation - Payment: The Contractor is to submit to the DCAJ Administrative Supervisor 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. Adult jail inmates;
- b. Inmates assigned outside the facility (sack lunches);
- c. Corrections deputies and authorized support staff;
- d. Juvenile detention facility meals;
- e. Meals prepared on this site for other agencies; and
- f. Any extra food items ordered, e.g., extra milk for juveniles.

6.18.3 The Sheriff will not pay for unconsumed meals prepared in excess of the meal ordered by the Sheriff or designee.

6.18.4 The Sheriff shall be paid \$.25, price-per-meal, for meals made for any other agency or company besides the DCAJ.

6.18.5 As part of corrections staff benefits, the Sheriff pays for one meal during each shift. On occasion, other Sheriff's staff and visitors eat at the facility. These meals must be paid for by the individual to Contractor at the time the meal is taken. The Contractor must be prepared to handle these transactions.

6.18.6 Meal Count Reconciliation: The Contractor and the DCAJ Administrative Supervisor will reconcile meal counts weekly. In the event of a dispute regarding meal counts and subsequent charges, the Sheriff 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 Sheriff shall prevail.

6.18.7 Meals: The Corrections Captain, Lieutenant or designee shall have the right and authority to inspect the meals prepared by Contractor to determine compliance with the specifications, reject food not meeting the specifications, and withhold payment for meals or portions of meals not meeting the prescribed requirements.

6.18.8 Accounting Cycle: For accounting cycle purposes, the Contractor must comply with the County's fiscal year of July 1st to June 30th and calendar month periods.

6.18.9 Right to Audit: The Sheriff reserves the right to audit any aspect of the food services system, as performed by the Contractor. The Contractor will keep accurate and complete records thereof for at least three years from the termination of the contract or until the County audits are complete and exceptions resolved for the funding period covered by the contract. Upon request, contractor shall make these records available to the Sheriff's Office or County Auditor's office.

6.19 SANITATION AND SAFETY

6.19.1 **Laws and Food Service Industry Best Practices:** The Contractor will obey all federal, state and local laws and ordinances regarding health, sanitation, safety and environmental disposal regulations.

For Juvenile: The Juvenile Menus will adhere to the Food Safety Requirements stated in 6.7 of the RFP. The preparation kitchen and juvenile dining facilities will be inspected two times per school year in accordance with the contractor's HACCP plan by a registered local county sanitarian.

6.19.2 **Inspections:** The Contractor will be subject to sanitation inspections conducted by County inspectors. The Contractor shall regularly access and adopt, as appropriate, all food service industry best practices that will enhance and/or improve the Sheriff's Office food service program. The Contractor will be subject to inspections in the kitchen by authorized personnel from the Sheriff's Office.

6.19.3 **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 Lieutenant. This includes a current food handler's card on file for all of the Contractor's staff and management. All Contractor management and supervisory staff must successfully complete the National Restaurant Association sponsored "ServSafe" program within six months of contract initiation and within three months of employment thereafter.

6.19.4 **Medical Clearance:** The Contractor will require medical clearance for any employee to return to work after a three day absence for illness.

6.19.5 **Food Samples:** The contractor will save samples of all prepared foods/complete meals (to include sack meals) in a freezer for a period of not less than 72 hours for testing in the event of an outbreak of food poisoning. Samples must be clearly marked as to the dates and times of preparation, service and storage.

6.19.6 **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 inmate workers assigned to food service duties.

6.19.7 **Employee Physical Health:** The Contractor will not permit employees or assigned inmate workers with communicable health problems (including open sores) to work. As a precaution, the Contractor must visually inspect the hands and face of each inmate worker prior to the start of each inmate worker shift. Any inmates with suspicious symptoms must be directed to report to the Medical Division and receive written clearance before being permitted to work again.

6.19.8 The Contractor is responsible for processing all Workers Compensation reports relating to its employees.

6.20 ENERGY CONSERVATION

6.20.1 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 down lights, fans, water, ovens, steam equipment and other energy consuming items.

6.20.2 The Contractor will be responsible for turning off all non-essential equipment in the kitchen when the area is not in use.

6.21 ASSIGNMENT

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

6.22 RIGHTS OF INSPECTION/COMPLAINTS

6.22.1 The facilities operated under contract with the County may be inspected by the Sheriff or his designated representatives 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 business days the solution to each problem, when it was corrected and what has been done to prevent recurrence of the problem.

6.22.2 All complaints by inmates and staff will be submitted in writing to the Contractor by the County. Complaints, which are valid within the terms of the County's agreement with the Contractor, will be forwarded in writing to the Contractor management. The Contractor will have five business days in which to present a written response detailing the solution to the problem.

6.22.3 All fees associated with the inspection of the County facility shall be paid by the County.

6.23 INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

Note: The following is the County's preferred coverage. Please respond in your proposal with what coverage your firm has in effect or can obtain.

To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities or failure to perform by Contractor or its officers, employees, contractors, or agents of the obligations of any contract resulting from this Request for Proposal, including but not limited to reasonable attorney's fees.

All insurance policies shall be written on an occurrence basis and be in effect for the term of this contract. Authorization from Deschutes County is required for any policy written on a "claims made" basis.

An insurance company rated B+ or better by Best's Insurance Rating must provide coverage. Contractor shall pay all deductibles and self-insured retentions. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contracts. The Certificate shall provide that there shall be no cancellation,

termination, material change, or reduction of limits of the insurance coverage without at least 30 days written notice from the Contractor's insurer to the County and shall be provided by endorsement. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. For commercial general liability the Certificate shall also provide, by policy endorsement, that *Deschutes County*, its agents, officers, employees and volunteers are additional insureds with respect to Contractor's services provided under this Contract.

Commercial general liability insurance covering personal injury and property damage. This insurance shall include contractual liability coverage for the indemnity provided under a contract, up to the Oregon Tort Claims limit.

The Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. The Contractor shall provide Deschutes County with certification of workers' compensation insurance, with employer's liability in the minimum amount of \$500,000.00.

6.24 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 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 persons assisting it in the work; that it will be solely responsible for wages (including withholding of income taxes and social security), taxes, workers' 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 this Agreement. Contractor shall retain the exclusive right to hire and fire and set the terms and conditions of employment for its employees including wages, hours, fringe benefits, duties, grievance procedures and labor relations matters. County shall not be considered a joint employer, joint venturer or partner with Contractor.

6.25 TERMINATION OF CONTRACTOR

6.25.1 Failure by the Contractor to correct any contract violation within five calendar days after receipt of notice will be cause for immediate termination of the contract.

6.25.2 The Sheriff reserves the right to terminate the Contractor upon thirty days written notice for just cause.

*6.26. EMERGENCIES

The Contractor shall include in the proposal contingency plans to provide service in the face of unexpected events, e.g., power failure, fire, riot, lockdown, labor strike, or act of God that would preclude normal expectations.

6.27 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 Sheriff, Designated Food Services Representative, or Jail Commanders. The costs for such meals, if different from those served the inmates and staff, can be subject to negotiation.

*6.28 TRANSITION PLAN

The Contractor will submit, in writing within its proposal, a plan for transition into the DCAJ including hiring and training of staff, purchasing, inventory and other factors to assure that there are no operations or security breaks in the system during said transition.

7.0 CONTRACT REVISION/RENEWAL

7.1 The Sheriff 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.

7.3 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.

7.4 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.

7.5 Changes in Sheriff-specified menus, points-of-service, additions or levels of service provided.

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

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

7.8 Notification of Renewal: The Sheriff will notify the Contractor no later than January 1, 2015, whether or not he will exercise the option to renew the contract for the next fiscal year.

7.9 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 days of the end of the quarter, a report of food service activity to include but not be limited to the following.

8.1 A complete accounting of the actual meals served including hot meals, sack lunches, religious and medical diets.

8.2 Details of all preventative maintenance performed on each piece of equipment including type of

service, date and name of the firm that performed the service.

8.3 Details of all repairs performed on each piece of equipment, including who performed the work and whether or not it was under warranty.

8.4 Copies of all reports and records required to qualify for Federal Surplus Commodities.

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

9.0 FORM OF CONTRACT

9.1 A sample county contract is attached as Attachment B

10.0 EVALUATION AND SELECTION PROCESS

10.1.1 Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, track record, availability or capability, may be overriding factors, and monetary evaluation may be a minor determinative factor in the issuance of a contract or award. The evaluation criteria should be viewed as standards which measure how well a proposer's approach meets the desired requirements and needs of the County. Deschutes County Sheriff's Office and Juvenile Detention representatives will review all proposals received. Each evaluation criteria has been assigned points based on its relative value to the scope of work as a whole.

10.1.2 The Selection Committee may arrange for discussions with proposers submitting proposals, if required, for the purpose of additional clarification.

10.1.3 The County reserves the right to conduct appropriate investigations into the background of any proposer under consideration for this contract.

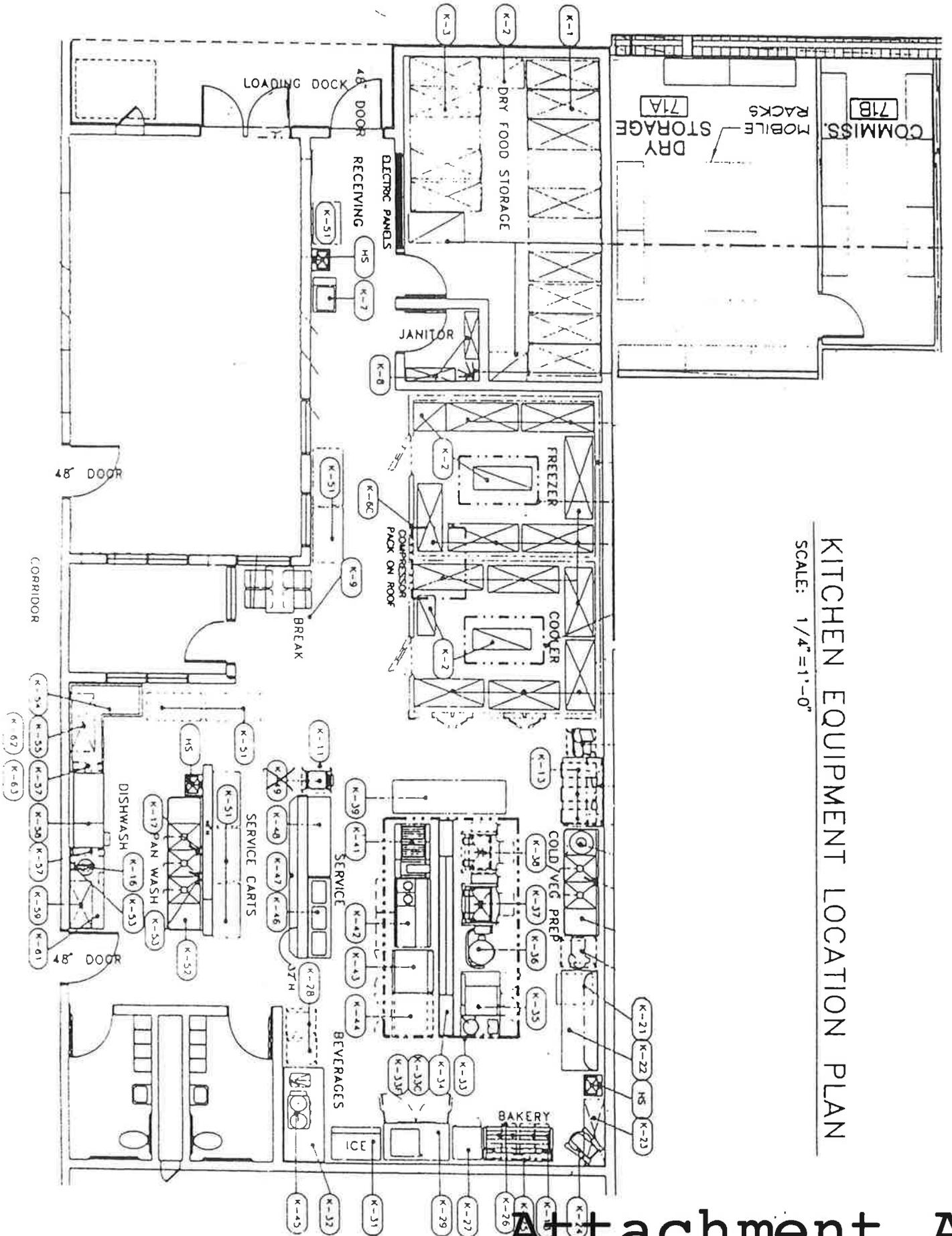
10.1.4 The Selection Committee intends to make a final selection and recommendation to the Deschutes County Board of Commissioners. After the Board's approval, the proposer and the County will complete negotiations of a contract incorporating the terms and conditions of the Request for Proposals document and the response of the successful proposer.

10.1.5 Within 90 days after Notice of Award, the successful Contractor shall enter into a formal contract(s) which shall be in substantially the form included in this RFP.

11.0 EVALUATION CRITERIA

11.1	Criteria	Points
	<u>Information Requirements</u> Overall credibility, experience, client references. Management, reputation of the headquarters and regional/local office of the Contractor. (RFP Sections 4.0, 4.1, 4.2 and 4.3)	10
	<u>Food</u> Specification, storage and inventory, sample menus, special diets, quality assurance and preparation procedures. (RFP Sections 6.2, 6.3, 6.4, 6.5, 6.7 and 6.8)	15
	<u>Equipment and Facility</u> Maintenance, repairs, smallwares, pest control and janitorial. (RFP Section 6.9)	5
	<u>Personnel and Supervision</u> Training, scheduling, staffing, hours. (RFP Section 6.14)	10
	<u>Security/Sanitation and Safety</u> (RFP Sections 6.15 and 6.19)	10
	<u>Transition Plan</u> (RFP Section 6.25)	5
	<u>Commissary</u> Products, billing, prices and commissions (RFP Section 6.12)	5
	<u>Other</u> Energy conservation, assignment, inspections, insurance, indemnity, use of recycled goods, Oregon manufactured or produced goods or services, resident bidder status (% increase will be added to the bid of any nonresident bidder equal to the %, if any, of the preference given to the bidder in the state in which the bidder resides, ORS 279A.120), independent status of Contractor, termination of Contractor, contract revision and renewal, emergencies and auxiliary service.	5
	<u>Financial Proposal</u>	15
	<u>Possible Points</u>	80

11.2 Based upon review of the above factors, the highest rated proposals may be further evaluated through proposer demonstrations and/or site visits at the discretion of the Selection Committee, with an additional 20 points applied to the evaluation total.



KITCHEN EQUIPMENT LOCATION PLAN
 SCALE: 1/4" = 1'-0"

LEGAL COUNSEL

For Recording Stamp Only

DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 20 -

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the _____ Department (County) and _____ (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be _____ or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on _____, _____, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

CONTRACTOR DATA AND SIGNATURE

Contractor Address:

Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.

Signature

Title

Name (please print)

Date

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 20__

Dated this _____ of _____, 20__

LARRY BLANTON, Deschutes County Sheriff

TAMMY BANEY, County Commissioner

ANTHONY DeBONE, County Commissioner

ALAN LINGER, County Commissioner

Attachment B

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. ~~Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.~~
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
 - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
 - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
 - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract 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 Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
 - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

Attachment B

- b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
- c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
 - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
 - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
 - 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

- 7. Payment on Early Termination.** Upon termination pursuant to paragraph 6, payment shall be made as follows:
- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
 - b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
 - c. If terminated under subparagraph 6 e. of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.

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3) Subject to the limitations under paragraph 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

10. Work Standard.

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) 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.

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11. **Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.
12. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.
13. **Expense Reimbursement.** If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.
 - a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
 - b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
 - c. The cost of any subcontracted work approved in this Contract shall not be marked up.
 - d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
 - e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.
14. **Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are 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 Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.
15. **Confidentiality.** Contractor shall maintain confidentiality of information obtained pursuant to this Contract 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 Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
 - b. 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.
 - c. 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 Contract.
 - d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
 - e. 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").
 - f. 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.
 - g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
 - h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.
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 Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

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

- 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.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract 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 Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
 - 1) 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.
 - 2) 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 Contract.
 - 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

18. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

19. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be

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found at the following URL address:

<http://web.deschutes.org/dccode/Title2/html/Chapter2.37.htm>.

20. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

21. Indemnity and Hold Harmless.

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

22. Waiver.

- a. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

24. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

25. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not

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signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

- 26. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.
- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
 - b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
 - c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

*

Fax No.

To County:

Captain Mike Espinoza
Deschutes County Sheriff's Office
63333 W Hwy 20
Bend, Oregon 97701
Fax No. 541-389-4454

- 27. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties.
- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
 - b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
 - c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 28. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).
- 29. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.
- 30. 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 Contract;
 - 2) this Contract, 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 Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
 - b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided

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EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ -
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE

1. **Contractor shall perform the following work:**
 - a.
 - b.

2. **County Services.** County shall provide Contractor, at county's expense, with material and services described as follows:
 - a.
 - b.

3. **Consideration.**
 - a. County shall pay Contractor on a fee-for-service basis at the rate of _____.
 - b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5
 YES **NO** [Check one]

4. **The maximum compensation.**
 - a. The maximum compensation under this contract, including allowable expenses, is \$_____.
 - b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
 - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
 - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

5. **Schedule of Performance or Delivery.**
 - a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule:
 - b. County will only pay for completed work that conforms to this schedule.

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**EXHIBIT 2
 DESCHUTES COUNTY SERVICES CONTRACT
 Contract No. 20__ -
INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Contractor Name _____

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$500,000	<input type="checkbox"/> \$500,000
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$1,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$2,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input type="checkbox"/> Oregon Tort Claims Act limits	<input type="checkbox"/> Oregon Tort Claims Act limits
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The Oregon Legislature has adopted legislation which establishes tort claims limits for actions against local public bodies, including their officers, agents and employees. The tort claims act limits are automatically adjusted on July 1 every year.

The policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured.*** The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis.

Required by County Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

- Required by County
- Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date

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**EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__-
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**
3. All of the statements checked below are true.

NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.

- ___ A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- ___ B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
- ___ C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
- ___ D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
- ___ E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

Contractor Signature

Date

Attachment B

C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

Contractor Signature

Date

Attachment B

EXHIBIT 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ -
Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ - ____
Expense Reimbursement

1. Travel and Other Expenses. (When travel and other expenses are reimbursed.)

- a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 11/8/06.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
- b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
- c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
- d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
- e. Except where noted, detailed receipts for all expenses shall be provided.
- f. Charge slips for gross amounts are not acceptable.
- g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.

2. Approved reimbursements:

- a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
- b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
 - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
 - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).

Attachment B

- 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA, and are subject to change accordingly.
- c. Lodging.
 - 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
 - 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
 - d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.
3. **Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

Attachment B

Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ -
Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.

Conflicts of Interest

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Contractor Signature

Date

Attachment B

Capital Asset Report- Appliances
Adult Jail
September 12, 2011

Item Description	Manufacturer Code	Serial Number
1 REFRIGERATOR/FREEZER, 22 CF*WR22WRA	WESTINGHOUSE	
1 TABLE, HOT FOOD, 4 OPENING*AEROHOT	DUKE	
1 SALAD BAR, PORTABLE , 5FT X 2FT		
1 SINK, SS, 3 BAY, 15FT	DUKE	
1 TABLE, FOOD PREP, SS, 5FT X 2FT		
1 TABLE, FOOD PREP, SS, W/SINK, 10FT X 3FT	DELFIELD	940321J99
1 ICE MACHINE, COMERCIAL *SERIES 1300	MANITOWOC	321002642
1 REFRIGERATOR, COMMERCIAL, 44 CF*Q2	HOBART	111016704
1 MIXER, 40 QT.*D-340	HOBART	33510
1 OVEN, STEAM, DOUBLE DECK*NGB13	GROEN	AP1001753-11N-4864
1 KETTLE, STEAM, 40 GALLON*VELT-40	VULCAN	
1 BRAISING PAN, STEAM SKILLET*HFD2E3	GROEN	
1 FOOD GRINGER*84186	HOBART	561016094
1 DISPOSER, W/SINK, SS, 3 BAY*AESS-2	SALVAJOR	
1 TABLE, WORK, SS, PORTABLE, 10FT X 30IN*7202AM	AEROHOT	
1 TABLE, WORK, SS, PORTABLE, 6FT X 4FT		
1 REFRIGERATOR, WALK IN, 12FT X 10FT X 8FT	KOLPAK	
1 RANGE, DOUBLE OVEN 60IN X 24IN*60XTL	VULCAN	481035988AR
1 OVEN, CONVECTION, DOUBLE STACK*SGH227	VULCAN	4810315094R
1 PROOFING CABINET	METRO	
1 HOT FOOD SERVER, SS, 3 BAY*NC3720	CARTER HOFFMA	NSTK0700732601
1 CART, SS, W/SHELVES, 6FT X 18IN	CARTER HOFFMA	187793370041
1 FREEZER, 12FT X 10FT X 8FT	KOLPAK	940050590RFR-1
1 COFFEE SERVER, 3 POT*7446E-NSF	AMERICAN	64510
1 DISHWASHER*HOB-LX30H10	HOBART	23-101-4333
1 MIXER, 20 QT.		1202910214
1 SLICER, 12IN		561017271

Attachment C

DESCHUTES COUNTY ADULT JAIL SMALL WARES INVENTORY

DESCHUTES COUNTY ADULT JAIL	SMALL WARES INVENTORY
TRAYS	0
SHEET PANS FULL	54
METAL INMATE TRAY	0
3 WAY SHARPENING STONE	0
2" FULL PANS	12
2" HALF PANS	1
4" FULL PANS	13
6" 1/3 PANS	11
4" HALF PANS	9
4" 1/3 PAN	21
6" FULL PANS	7
6" HALF PANS	5
CHINA CAP	1
LRG. CLEAR PLASTIC CAMBRO	1
MED. CLEAR PLASTIC CAMBRO	0
SM. CLEAR PLASTIC CAMBRO	0
LRG. WHITE PLASTIC CAMBRO	7
MED. WHITE PLASTIC CAMBRO	1
SM. WHITE PLASTICE CAMBRO	5
PANCAKE DISPENSER	2
22 QT. CLEAR BARRELS	1
1 QT. SALAD BAR CROCK	13
1.5 QT. SALAD BAR CROCK	0
2 QT. SALAD BAR CROCK	0
SALAD BAR LADLES	4
SALAD BAR SPOONS	36
TONGS	3
SIFTER (FLOUR)	1
#20 SCOOP	0
#24 SCOOP	1
#40 SCOOP	2
#50 SCOOP	0
#60 SCOOP	0
LRG. PLASTIC SPATULA	3
SM. PLASTIC SPATULA	1
8 OZ SPOODLE	4
6 OZ SPOODLE	0
4 OZ SPOODLE	3
3 OZ SPOODLE	0
2 OZ SPOODLE	0
6" MEDAL TONGS	5
METAL SPATULA	4
PLASTIC SPATULAS	0
SMALL	0
MEDIUM	0
LARGE	0
1 GAL. METAL MEASURERS	0
GALLON PLASTIC MEASURERS	1
1 QT. DIPPER	0
4 QT. DIPPER	0

Attachment D

**DESCHUTES COUNTY ADULT JAIL
SMALL WARES INVENTORY**

2 QT. SAUCE PAN	1
3 QT. SAUCE PAN	1
20 QT. SOUP POT	2
60 QT. SOUP POT	0
8 QT. STAINLESS BOWL	2
4 QT. STAINLESS BOWL	3
MEASURING CUPS	0
MEASURING SPOONS	0
1 OZ LADLE	2
2 OZ LADLE	2
3 OZ LADLE	2
4 OZ LADLE	0
8 OZ LADLE	0
12 OZ LADLE	0
32 OZ LADLE	0
# 6 SCOOP	4
# 8 SCOOP	4
# 10 SCOOP	0
# 12 SCOOP	0
# 16 SCOOP	0
CARTS	2 LARGE
CARTS	3 SMALL (TRAYS)
20 GAL PADLE	1
20 GAL WHIP	1
EXTRA HEAVY DUTY PATTLE	1
EXTRA HEAVY DUTY WHIP	0
CUPS	250 INMATE
DOUGH HOOKS	1
MIXING BOWL EXTENDER	0
20 GAL MIXING BOWLS	0
60 GAL MIXING BOWLS	0
MIXING BEATERS	0
# 1 CAN OPENER AND BLADE	1
OZ SCALE	1
POUND SCALE	1
250 # SCALE	0
BREAD KNIFE	0
FRENCH KNIFE- 8"	2
FRENCH KNIFE- 12"	0
DOUGH SCRAPER	1
KNIFE SHARPENER	1
CAKE CUTTER	1
BUCKET OPENERS	0
FOOD BINS	6
CUTTING BOARDS	5
5 GALLON CAMBRO CONTAINERS	WAREHOUSE
2.5 GALLON CAMBRO CONTAINERS	0
SAFE-T-TOTE	6
STRAINER	1
METAL SPOON	4
METAL SPOON -STRAIN	3
METAL BUCKETS	0

Attachment D

**DESCHUTES COUNTY ADULT JAIL
SMALL WARES INVENTORY**

ALLADIN TRAYS	39
ALLADIN LIDS	0
LRG PLATES 9"	25
LRG BOWLS	0
SM PLATES 6"	6
12 OZ SM BOWLS	53
SPOONS	260 INMATE
BUTTER KNIVES	23
FORKS	71
COFFEE CUPS	0
GRATERS	1
MUFFIN TINS	0
POTATOE MASHER	0
ICE BUCKET	2
BAKERS CARTS (METRO) LG.	3
BAKERS CARTS (METRO) SM.	1

CAPITAL EQUIPMENT

CHAMPION DISHWASHER
 CARTER HOFFMAN THREE-WELL STEAM TABLE
 SALVAJOR IN-SINK DISPOSER
 FRYMASTER TWO-WELL FRYER
 VULCAN TWO OVEN/GRIDDLE
 VULCAN TWO STACKED OVEN
 METRO ENCLOSED BAKER'S RACK
 METRO OPEN AIR BAKER'S RACK
 GAYLORD HOOD
 GROEN STEAMER WITH TWO STACKED OVEN
 VULCAN STEAM KETTLE
 GROEN BRAISING PAN
 SAVAJOR IN-SINK DISPOSER
 HOBART FOOD CUTTER
 HOBART MEAT SLICER
 UNIVEX MIXER
 HOBART MIXER
 HOBART REFRIGERATOR
 MANITOWOC ICE MACHINE
 SUPERIOR (CURTIS) COFFEE MAKER
 KOLPAK WALK-IN REFRIGERATOR
 KOLPAK WALK-IN FREEZER
 DUKE FOOD WARMER

Attachment D

DESCHUTES COUNTY SHERIFF'S OFFICE



INSTRUCTIONS FOR COMPLETION OF STATEMENT OF PERSONAL HISTORY

- **Statement of Personal History must be filled out completely according to the instructions.**
- **Statement of Personal History must be notarized.**
- **Statement of Personal History must be signed in three (3) places.**

Attachment E

Deschutes County Sheriff's Office

Applicant Letter of Understanding

The information furnished in your Statement of Personal History Packet and all the information supplied by you for the application process will be treated as confidential to the extent permitted by Oregon Law and is to be utilized for the purpose of enabling the Deschutes County Sheriff's Office to determine your qualifications and to assist in the hiring decision. The Statement of Personal History is the property of the Deschutes County Sheriff's Office and will not be returned to you.

Information voluntarily submitted by background sources in response to a request for information will be treated as confidential if so requested by the provider, pursuant to ORS 192.502(4). Deschutes County obliges itself not to disclose background information submitted in confidence if the provider requests confidentiality, as there is a strong public interest in obtaining complete and accurate background information. Disclosure of confidential background information harms the public interest in making providers of background information reluctant to share this information, and thus encourages the hiring of employees who may have significant background issues that would have precluded employment had the information been known to Deschutes County.

All questions must be answered completely and accurately. All statements in your Statement of Personal History Packet and statements made during interviews are subject to verification. When in doubt as to the necessity of listing information, it is recommended that the information be listed to preclude future questions regarding omissions from this form. The fact that you have been fired, have a criminal record, or have other negative background information may not automatically result in you being denied employment, if you truthfully disclose the information. Be aware that if any such information is discovered during the course of your background investigation that appears to have been withheld, and it should have been divulged up front, the background investigator will consider that this information was concealed by you with the expectation that the investigator would not find it. Any such omissions or any willful misrepresentations or falsifications of information may result in your application being rejected and you may be disqualified from this process; or if after your acceptance for employment, subsequent investigation should disclose misrepresentation, omission or falsification, it may be just cause of immediate dismissal.

ACKNOWLEDGEMENT:

I have read and understand the above information.

Print name

Date

Signature

Attachment E

INSTRUCTIONS

READ THESE INSTRUCTIONS CAREFULLY BEFORE PROCEEDING

These instructions are provided as a guide to assist you in properly completing your Personal History Statement. It is essential that the information be accurate in all respects. It will be used as the basis for a background investigation that will determine your eligibility for employment.

- Your Personal History Statement should be printed legibly in **black** ink. Answer all questions to the best of your ability. Sign and date the “Affirmation,” “Authorization for Release of Information Agreement” and “Permission to Obtain Consumer Report” forms. Your signature on the “Authorization for Release of Information Agreement” must be notarized.
- If a question is not applicable to you, enter N/A in the space provided.
- Avoid errors by reading the directions carefully before making any entries on the form. Be sure your information is correct and in proper sequence before you begin.
- You are responsible for obtaining correct addresses including zip codes. If you are not sure of an address, check it by personal verification. Your local library may have a directory service or copies of local phone directories.
- If there is insufficient space on the form for you to include all information required, attach extra sheets to the Personal History Statement. Be sure to reference the relevant section and questions number before continuing your answer.
- An accurate and complete form will help expedite your investigation. On the other hand, deliberate omissions or falsifications may result in disqualification. No matter how qualified you are in other respects, you cannot become a Deschutes County Sheriff's Office employee if your truthfulness is in doubt.
- The Americans with Disabilities Act prohibits employers from making medically-related inquiries **prior** to a Conditional Offer of Employment. Therefore, if you are completing this personal history statement before you have received a Conditional Offer of Employment, **do not** divulge information concerning physical or medical conditions, either past or current.
- You **must** include the following with your application:
 - ✓ A copy of your high school diploma or transcripts, or GED, even if you are a college graduate.
 - ✓ An uncensored copy of your DD214 military release form if you served in the military.
 - ✓ Copy of your Social Security Card and Drivers License.
- Submit sealed certified college transcripts of any college level work you have completed. Mail your transcripts to Deschutes County Sheriff's Office, Attn: Jennifer Mannix. Indicate, “Transcripts requested” if they are not available to submit with the completed document.
- Questions may be directed to Jennifer Mannix at 541-337-3131

Attachment E

Position Applied For: _____

PERSONAL HISTORY STATEMENT

A. APPLICANT IDENTIFICATION – Information provided in this section is used for identification purposes only.

Name: _____
Last First Middle

Home Address: _____
Street City State Zip Code

Mailing Address: _____
Street City State Zip Code

Home Phone: _____ Work Phone: _____ Ext. _____

E-mail Address: _____ Cell or Pager #: _____

Social Security Number: _____

Nicknames(s), maiden name, or other names by which you have been known: _____

Place of Birth: _____
City County State

Are you a U.S. citizen? Yes No Naturalized? Yes No

If NO please provide documents as proof of immigration.

Driver's License #: _____ Expiration date: _____ State: _____

List other States in which you've had a driver's license: _____

Height: _____ Weight: _____ Color of Eyes: _____ Color of Hair: _____

Scars, tattoos, or other distinguishing marks: _____

Do you maintain a Facebook, Twitter, MySpace, Xanga, Blogger, LiveJournal or any similar type of personal account on the Internet where you maintain a profile and share it with friends and associates?

Yes No If yes, list all websites and passwords: _____

B. RESIDENCES – List all addresses where you have lived during the past 10 years, beginning with present address. List date by month and year, attach extra page if necessary.

Dates	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attachment E

ROOMMATES – List all roommates with whom you have resided for the past 10 years. Attach extra pages if necessary. Do not include roommates that were assigned to your living space such as college and military housing.

NAME

TIME PERIOD

C. EXPERIENCE AND EMPLOYMENT – Beginning with your present or most recent job, list all employment held for the past 10 years including part-time, temporary or seasonal employment. Include all periods of unemployment. Attach extra pages if necessary. Please indicate if you are fearful that your present job would be in jeopardy if inquiries were made. Please indicate month and year.

Current Employer: _____ From _____

Address: _____
Street City State Zip Code

E-mail: _____ **Name of Coworker:** _____

Duties: _____

Supervisor: _____ **Phone Number:** _____

Reason for Leaving: _____

May we contact your current employer? Yes No

Employer: _____ From _____ To _____

Address: _____
Street City State Zip Code

E-mail: _____ **Name of Coworker:** _____

Duties: _____

Supervisor: _____ **Phone Number:** _____

Reason for Leaving: _____

Employer: _____ From _____ To _____

Address: _____
Street City State Zip Code

E-mail: _____ **Name of Coworker:** _____

Duties: _____

Supervisor: _____ **Phone Number:** _____

Reason for Leaving: _____

Employer: _____ From _____ To _____

Address: _____
Street City State Zip Code

Attachment E

E-mail: _____ Name of Coworker: _____

Duties: _____

Supervisor: _____ Phone Number: _____

Reason for Leaving: _____

Employer: _____ From _____ To _____

Address: _____

Street City State Zip Code

E-mail: _____ Name of Coworker: _____

Duties: _____

Supervisor: _____ Phone Number: _____

Reason for Leaving: _____

Have you ever been discharged for failing to pass a probationary period? Yes No

Have you ever been discharged from any position? Yes No

Have you ever resigned to avoid discharge or resigned while under suspension or while dismissal proceedings were pending? Yes No

If yes to any of the above questions, explain circumstances _____

Have you applied for employment with any other criminal justice system agencies?

Yes No If YES, where and when? _____

D. MILITARY HISTORY

Have you registered with Selective Service? Yes No

Have you served in the U.S. Armed Forces? Yes No

Date of Service: From: _____ To: _____ Branch of Service: _____

Unit Designation: _____ Military Service Numbers: _____

Highest Rank Held: _____ Type of Discharge: _____

Were you ever disciplined while in the military service (include court-martial, captain's masts, company punishment, etc.)? Yes No

Charge	Agency	Date	Age At	Disposition
--------	--------	------	--------	-------------

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

Attachment E

E. EDUCATION HISTORY

High School Attended	City/State	Dates Attended From/To	Graduated	
			Yes	No
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

College or University attended: _____

City & State: _____ Units completed: _____ Major/Minor: _____

Degree received, if any, and date: _____

College or University attended: _____

City & State: _____ Units completed: _____ Major/Minor: _____

Degree received, if any, and date: _____

College or University attended: _____

City & State: _____ Units completed: _____ Major/Minor: _____

Degree received, if any, and date: _____

List other schools attended (trade, vocational, business, etc.). Give name and address of school, dates attended, course of study, certificate, and any other pertinent information:

SPECIAL QUALIFICATIONS AND SKILLS

List any special licenses you hold (such) as pilot, radio operator, scuba, etc.). Show licensing authority, original date of issue, and date of expiration: _____

List any specialized machinery or equipment, which you can operate: _____

If you are fluent in a foreign language, indicate in each area your degree of fluency (excellent, good, fair):

Language	Reading	Speaking	Understanding	Writing
----------	---------	----------	---------------	---------

Attachment E

Have you ever applied for a permit to carry a concealed weapon? Yes No

If yes, please provide the following:

Permit granted: Yes No Date: _____

Name of Law enforcement agency: _____

Purpose: _____

List any other special skills or qualifications you may possess: _____

F. LEGAL

Have you ever been convicted of a crime?

Yes No

Have you ever been arrested for a crime, even though you were not convicted?

Yes No

Have you ever been detained (stopped, contacted, or questioned) by the police?

Yes No **(Other than for Traffic Infractions)**

If yes, complete the following (list juvenile as well as adult occurrences):

Police Agency Crime Charged	City & State	Date	Disposition of Case
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Have you ever been involved as a party in civil litigation? Yes No

If yes, give details: _____

Have you ever used an illegal drug, including marijuana? Yes No

If yes, please list the drugs used, when last used, and the frequency of use: _____

G. MOTOR VEHICLE OPERATION

Has your driver's license ever been suspended or revoked? Yes No

If yes, give date, location and reasons: _____

Attachment E

List all driving citations you have received as an adult or juvenile, excluding parking tickets:

Month & Year	Charge	City & State	Disposition
_____	_____	_____	_____
_____	_____	_____	_____

Describe in a brief narrative any traffic accidents in which you have been involved, giving approximate dates and location: _____

H. RELATIVES, REFERENCES, ACQUAINTANCES

Are you? single married separated divorced widowed domestic partner

If married: Date of marriage: _____ City & State: _____

Spouse/Partner's name and Date of Birth (maiden name): _____

If ever separated, divorced or widowed or former domestic partner:

Previous spouse's full name: _____ Date of birth: _____

Current address: _____

Date of marriage: _____ Date of divorce decree: _____

Previous spouse's full name: _____ Date of birth: _____

Current address: _____

Date of marriage: _____ Date of divorce decree: _____

List all children related to you or your spouse/partner (natural, stepchildren, adopted & foster children).

*Attach additional pages if necessary

Name	Relation	Date of Birth	Address	Supported By Whom
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

List other relatives in the following order: father, mother, stepparents (include maiden names), brothers & sisters, stepsiblings. If deceased, so indicate.

Name: _____ **DOB:** _____

Address: _____

Phone: _____ **Relationship:** _____

Name: _____ **DOB:** _____

Address: _____

Phone: _____ **Relationship:** _____

Name: _____ **DOB:** _____

Address: _____

Phone: _____ **Relationship:** _____

Name: _____ **DOB:** _____

Address: _____

Phone: _____ **Relationship:** _____

To your knowledge, has any member of your or your spouse/partner's immediate family ever been arrested for anything other than a minor traffic violation: Yes No
If yes, list other person's name, date of birth, relationship, and the charges(s). Please use attachment sheet if space provided is not adequate.

I. REFERENCE OR ACQUAINTANCES – List seven persons who know you well enough to provide current information about you. Do not list relatives or former employers.

Name: _____ **Years Known:** _____

Address: _____

E-mail: _____

Residence phone: _____ **Business phone:** _____

Business address: _____

Name: _____ **Years Known:** _____

Address: _____

E-mail: _____

Residence phone: _____ **Business phone:** _____

Business address: _____

Name: _____ **Years Known:** _____

Address: _____

E-mail: _____

Attachment E

Residence phone: _____ Business phone: _____

Business address: _____

Name: _____ Years Known: _____

Address: _____

E-mail: _____

Residence phone: _____ Business phone: _____

Business address: _____

Name: _____ Years Known: _____

Address: _____

E-mail: _____

Residence phone: _____ Business phone: _____

Business address: _____

Name: _____ Years Known: _____

Address: _____

E-mail: _____

Residence phone: _____ Business phone: _____

Business address: _____

Name: _____ Years Known: _____

Address: _____

E-mail: _____

Residence phone: _____ Business phone: _____

Business address: _____

J. FINANCIAL HISTORY – Sources of income

What is your present salary or wage? _____

Do you have income from any source other than your principal occupation? Yes No

If yes, how much? _____ How often? _____

The source? _____

Do you have a bank account? Yes No

Savings account average balance: _____

Name & address of bank: _____

Attachment E

AFFIRMATION

I HEREBY CERTIFY THAT THERE ARE NO WILLFUL MISREPRESENTATIONS, OMISSIONS, OR FALSIFICATIONS IN THE FOREGOING STATEMENTS AND ANSWERS TO QUESTIONS, AND THAT ALL STATEMENTS AND ANSWERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNATURE OF APPLICANT (sign in ink)

DATE SIGNED

Attachment E

**AUTHORIZATION FOR RELEASE OF INFORMATION
AGREEMENT**

APPLICANT'S NAME: _____

CURRENT ADDRESS: _____

TELEPHONE NUMBER: _____

DATE: _____ **SIGNATURE:** _____

TO WHOM IT MAY CONCERN: I am an applicant for a position with Deschutes County, Oregon. The County needs to thoroughly investigate my employment background and personal history to evaluate my qualifications for this position. It is in the public interest that all relevant information concerning my personal and employment history be disclosed to Deschutes County.

I hereby authorize any representative of the Deschutes County Sheriff's Office bearing this release to obtain any information in your files pertaining to my employment records, or any part thereof, regardless of whether those records are considered public, private or confidential. The intent of this authorization is to provide full and free access to my background and history, for the specific purpose of conducting a background investigation that may provide relevant information for the Sheriff's Office to consider in determining my suitability for employment with Deschutes County. It is my specific intent to provide access to personnel information, however personal or confidential it may appear to be. This release does not authorize the release of any medical records.

I consent to your release of any and all public and private information that you may have concerning me, my work record, my background and reputation, my military service records, educational records, my financial status, my criminal history including any arrest records, any information in investigatory files, efficiency ratings, complaints or grievances against me, the records or recollections of attorneys at law, or other counsel, whether representing me or another in any case in which I was involved, attendance records, polygraph examinations, any internal affairs investigations and discipline, including any files which are deemed to be confidential or sealed. I hereby release you, your organization, and all others from liability or damages that may result from furnishing the requested information, regardless of any prior agreement I have made with you or your organization to the contrary.

For and in consideration of the Deschutes County's acceptance and processing of my application for employment and background check, I agree to hold harmless and indemnify Deschutes County, its officers, agents, and employees from any claim or liability associated to my background check and any decision to employ, not employ, or cease employing me with Deschutes County. I understand that if information of a serious criminal nature is discovered in this investigation, that information will be turned over to the proper authorities.

I understand that the Privacy Act, 5 USC § 552a, prohibits disclosure of certain federal records without my signed authorization or other statutory exemption. My signature above indicates my express permission to release these records pursuant to 5 USC § 552a (b), to the Deschutes County Sheriff's Office for their use in conducting this background check.

A photocopy or telephonic facsimile (fax) of this release shall be valid as an original, even though such photocopy or fax does not contain my original signature. This release is valid for twelve months from the date of my signature above.

Subscribed and sworn to before me this _____ day of _____, 200__.

Notary Public for Oregon
In the County of Deschutes

My commission expires the _____ day of _____, 200__.

Attachment E

DISCLOSURE TO APPLICANTS

THIS IS TO INFORM YOU THAT A "CONSUMER REPORT" MAY BE OBTAINED FOR EMPLOYMENT PURPOSES BY DESCHUTES COUNTY. DESCHUTES COUNTY REQUESTS THAT YOU SIGN THE ATTACHED AUTHORIZATION INDICATING WRITTEN PERMISSION FOR THE COUNTY TO OBTAIN THE REPORT.

A "Consumer Report" includes communications from a consumer reporting agency regarding an individual's credit history, credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living.

The Deschutes County Sheriff's Office is not a consumer-reporting agency.

Since we are using your consumer report to assist us in making the hiring decision, the Fair Credit Reporting Act (FCRA) gives you the right to request disclosure of the nature and substance of all information in your consumer file.

PERMISSION TO OBTAIN CONSUMER REPORT

I have read and understand the attached disclosure. I hereby knowingly and voluntarily give my permission for Deschutes County to obtain a copy of a Consumer Report on me within 12 months of my signature.

Dated this _____ day of _____ 20 ____.

APPLICANT'S SIGNATURE

PRINTED NAME

Attachment E