South Coast Business Employment Corporation

Area Agency on Aging

**REQUEST FOR PROPOSALS FOR MEAL PREPARATION SERVICES**

**December 18, 2024**

**FOR MORE INFORMATION, CONTACT:**

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# INTRODUCTION

South Coast Business Employment Corporation (SCBEC), through an agreement with the State of Oregon, Department of Human Services (DHS), Aging and People with Disabilities (APD), administers the Older Americans Act Senior meal programs for seniors 60 and older and the Title XIX Medicaid (including home-delivered meals) and Oregon Project Independence in-home services programs for authorized seniors and persons with disabilities.

SCBEC is the designated Older Americans Act Area Agency on Aging (AAA) for Coos and Curry Counties and is responsible for negotiating and managing the meal programs for this area. SCBEC is issuing this Request for Proposals (RFP) to select one eligible and qualified CONTRACTOR to provide: 1) meal preparation services and 2) kitchen supervisor services the Senior Meals Program in Coos County (Coos Bay, North Bend, Lakeside, Bandon, Coquille, and Myrtle Point)

SCBEC through its senior nutrition program provides approximately 7500 meals per month to seniors 60 and older and adults with disabilities residing in Coos County. Meals are currently prepared by S&B Foods LLC at their 1611 Virginia Ave kitchen; S&B Foods Delivers congregate bulk meals to our Bay Area, Lakeside, Bandon, and Coquille sites for congregate serves at the meal sites. Many volunteers and paid drivers deliver home-delivered meals to consumers across Coos County. S&B Foods also provides congregate meals from their kitchen site located at 1611 Virginia Ave, North Bend OR 97420.

SCBEC is looking for a CONTRACTOR who will provide:

Approximately 375 per day and can fluctuate due to holidays community need. Approximately 90 percent of the meals will be hot, and 10 percent of the meals will be frozen.

Contractor to transport food; supplies; equipment and courier bagged meals, supervise and assist in dispersing food and supplies for Bay Area, Lakeside, Coquille and Bandon meal sites and Homebound drivers.

A Bay Area congregate meal site located in the Coos Bay/North Bend area and ran by the Contractor.

Proposals must be received by 5:00 p.m., January 31, 2025. The SCBEC Board of Directors will make the tentative award on February 24th, 2025. The transition to take over services will take place on July 1, 2025. Please see Section III, The RFP PROCESS for more detail.

Meal Services Evaluation Committee will meet from 1:30 – 4:30 p.m., on Friday, February 7, 2025, to review proposals and make a recommendation. Proposers keep this date open for interviews.

SCBEC is looking for the most responsible proposer to provide food production and supervisory services. Quality assurance and client satisfaction are two important factors that will be evaluated in determining the most responsible proposer.

These services will be provided in accordance with the requirements in this RFP. SCBEC is looking for the proposal that best meets the following criteria:

* provide appetizing and nutritious meals which are particularly suited to the tastes and special needs of seniors and people with disabilities.
* provide meals that meet at least 33 1/3 percent of the current Dietary Reference Intakes (DRI);
* train all staff and volunteers under the supervision of the CONTRACTOR on safe food handling;
* ensure that all employees under supervision of the CONTRACTOR (paid and volunteer) directly involved in handling food have food handler’s cards issued by the appropriate County Health Department; and
* provides Meals that meet specific medical dietary needs (heart health, diabetic, low sodium, etc)

Funding for the Senior Nutrition program is from the following financial resources: Older Americans Act, Title XIX Medicaid; Program Income; SCBEC fundraising; local governments; donations; Nutrition Services Incentives Program (NSIP); and when available, Oregon Project Independence.

SCBEC’s fiscal year is from July 1 – June 30. SCBEC reserves the right to extend the contract for up to an additional forty-eight (48) months without utilization of a formal proposal solicitation process based on SCBEC’s fiscal year. Contract extensions are contingent upon acceptable CONTRACTOR performance, the continuing availability of funding for the services being provided, and mutual agreement on contract terms between SCBEC and the CONTRACTOR. Contract extension periods would be July 1, 2026, through June 30, 2027; and July 1, 2027, through March 30, 2028.

# SERVICE INFORMATION

# OVERVIEW

The contract awarded through this RFP process will be to prepare and deliver hot and frozen meals, site supplies, equipment, and courier mail bags, to Bay Area, Lakeside, Coquille and Bandon meal sites.

The hot food will be freshly prepared, ready to eat and delivered in bulk to each location and packaged for home delivery and handed off to the drivers. These meals shall be for the senior participants (and adults with disabilities who meet the eligibility criteria) in the Bay Area, Lakeside, Coquille, Myrtle Point and Bandon.

The primary goal of the food preparation process is to provide appealing and nutritious meals which are particularly suited to the tastes and special needs of seniors and people with disabilities. Principal food preparation activities include recipe development, menu development, quality control, packaging for delivery, clean up, sanitation compliance, cost control, equipment maintenance, supervision and training, procedures development and other administrative duties.

CONTRACTOR must comply with all federal, state and local regulations, requirements, and other provisions relating to public health, safety, and welfare. Compliance is required in all stages of food operations.

# NUMBER OF MEALS

Current participation levels indicate that approximately 90,000 hot and frozen meals will be served during a one-year period. Increases in menu counts can be anticipated during holiday meals, on special occasions and for favorite food items.

The meal price should be based on serving 90,00 hot and frozen meals.

# ORDERING

Meals shall be prepared according to average daily meal counts at each site and according to specific menu options. Drivers will provide contractor with meal counts for next day’s deliver prior to 5 pm the day before delivery.

# PREPARATION TIMETABLE

Meals must be prepared by 9 a.m. in readiness for SCBEC delivery drivers to pick up at 9:45 a.m. In the event of a delay contractor is responsible for communicating the length of the delay to SCBEC administrative staff by 8 a.m.

# STANDARDIZATION OF RECIPES AND PORTION CONTROL

Recipes used by the CONTRACTOR must be adapted and standardized for use by carefully testing each recipe with the equipment and available ingredients in a batch of at least 25 servings taking into consideration the skills and abilities of personnel. The recipes must then be adjusted for yield (number of servings) based on the number of people to be served and the portion size required. Each recipe must include preparation procedures. A new recipe must be taste tested and approved by SCBEC prior to use. A file of standardized recipes that are used in the menus must be accessible in each kitchen. Key food service workers must be familiar with and understand the need and purpose for using standardized recipes. Workers must be given the necessary training and instruction to successfully achieve a consistent, high-quality product in standardized portions.

# MENU REQUIREMENTS

CONTRACTOR will submit hot meal menus planned for a three (3) month period for approval quarterly. Menus must be submitted as per the agreed upon menu development timeline.

CONTRACTOR will maintain files of all menus for inspection.

Menu must meet the following standards:

1. Each meal must meet the current USDA/HHS Dietary Guidelines and must contain at least 33⅓ percent of the current Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board of the National Academies Institute of Medicine and as recommended in the Department of Human Services, Office of Aging and People with Disabilities, State Unit of Aging, Congregate and Home-Delivered Nutrition Program Standards for Older Americans Act and OPI modified August 2018. A registered Dietician provided by the CONTRACTOR and approved by SCBEC must review and sign the menu plan including special diet substitutions, certifying that menus meet one- third DRI, averaged over a week.
2. Special needs of the elderly and people with disabilities must be considered in menu planning. CONTRACTOR will have a system in place for involving participants in menu development and for addressing participant concerns about menus. To help ensure that menus will address the nutritional needs of the elderly and people with disabilities, menu planning should be designed to:
	* + 1. Include a variety of foods, especially fruits, vegetables and whole grains.
			2. Avoid too much total fat, saturated fat, trans fat and cholesterol. Encourage mono and poly unsaturated fats.
			3. Include foods with adequate complex carbohydrates and fiber.
			4. Avoid too much refined carbohydrates and added sugars.
			5. Encourage nutrient dense foods.
			6. Avoid too much sodium by using salt free herbs and spices, cooking from scratch and utilizing less processed and manufactured foods.
			7. Provide an appropriate number of calories to help maintain ideal body weight.
			8. Use no bioengineered foods (genetically modified organisms)
3. The nutritional composition of each meal must meet the following Compliance Values.



1. CONTRACTOR must supply printed monthly menus including a Nutrition Education article on the back. Printed monthly menus and articles must be 14-point font or larger for distribution to clients.
2. CONTRACTOR must submit with each three-month Registered Dietitian approved menu plan:
3. a computerized nutritional calculation for each menu including all compliance values above plus carbohydrate, cholesterol, Vitamins A and K, folate, iron, thiamin, riboflavin, niacin, and potassium. This analysis must also show the weekly averages for the nutrients specified in the Compliance Values. The calculation will be in 14-point font or larger for distribution to clients.
4. A simplified nutrition calculation, including calcium, protein, fat, carbohydrates, sodium, Vitamin A, Vitamin C and cholesterol, will be supplied in 14-point font or larger for distribution to clients.
5. All foods must be specifically and precisely identified in the Menu Plan. Example: Listing “Fruit in Season” does not provide enough information to accurately determine the nutrient content of the meal. Nutrient analysis is based upon a specific food listing. New menu items should be tested and added regularly to the current year’s menus.
6. A food identified in one food group category cannot be repeated and counted as a food in another food group category. Example: A fruit identified as a dessert must not be counted toward the "vegetables/fruits" servings. However, fruit dessert may be included in the total nutrient analysis to meet the nutrition standards.
7. Menu Requirements for Emergency Meals and Special Meals
8. Meeting the Compliance Values is desirable but may not apply to emergency meals and special meals. “Special meals” include holiday meals and one meal each month which does not have to be a holiday. “Emergency Meals” are meals that are provided to participants for emergencies/disasters. CONTRACTOR may use shelf-stable meals in emergency situations subject to SCBEC approval. Should SCBEC procure emergency meals from an outside source, the Contractor will handle, store and deliver shelf stable meals.
9. Each day's menu must meet the following group and quantity requirements.
10. Entree - Solid meats must be sliced to produce a minimum serving weight at meal sites of 2 ½ ounces, except roast beef which will be served at a minimum weight of 3 ounces. Casseroles or alternatives must contribute 2 weight ounces of meat or protein equivalent. Rice and pasta products served as an accompaniment to the entree shall be one-third cup serving. Bread dressing served as an accompaniment to the entree may replace the bread or roll in that menu.
11. Vegetables/Fruits - Two 1/3 cup servings or one 2/3 cup serving when approved. The two one-third cup servings of vegetables, salads and fruits represent the drained measurement of the food, this includes such items as: green beans, stewed tomatoes, spinach, marinated salads. White potatoes, sweet potatoes, pumpkin, squash, dried beans, peas and lentils may be included in this food group category. All whipped potatoes must be made with a product that is Vitamin C enriched. Fruit served for dessert will be one-half cup serving.
12. All salads, including lettuce salads, fruit salads, gelatin salads, etc. must be a minimum of ½ cup serving.
13. Vegetable or fruit sauces (e.g., tomato sauce on spaghetti) may not be identified as a "vegetables/fruits" serving. Rice, spaghetti, macaroni and noodles are not vegetables.
14. Bread - One serving. A freshly prepared bread product will be generally expected on the menu. Identify the specific name and serving size of the bread used in this food category. All breads, crackers, cereals or baked goods used in this category must be whole grain, enriched or restored. Breads and their recommended serving sizes include: one slice of bread; one roll, muffin or biscuit; one sandwich bun; one piece of cornbread (2 1/2" by 2 1/2"); one tortilla or one dumpling.
15. Fortified Margarine - One teaspoon individually portioned Zero Trans Fat (ZTF) pats or tubs will be ordered in case lots as needed by sites and paid for separately from the meal rate.
16. Dessert - One serving (4 oz. or 1/2 cup) required. May include all fruits, puddings, custards, cake, pie, cobbler, cookies, bars, ice cream, sherbet, yogurt etc. For cookies, one large 4" diameter cookie should be served. Cake will uniformly cut at least 2" x 2" x 2". When diabetic substitutes are required, they should be as similar to the regular dessert as possible, for example, diet cake (not diet gelatin) substituted for cake. Dessert is not required in the frozen meal.
17. Milk - 1% pasteurized milk in 8-ounce containers will be provided with each fresh and frozen meal.
18. Condiments - Includes food items necessary to complement menu items, e.g., mustard, catsup, mayonnaise, salt, pepper, salad dressing, lemon, tartar sauce, dessert topping etc. Salad dressings, mayonnaise, catsup and mustard are to be delivered in bulk. Condiments are used to complete and enhance a meal. Serving size is to be 2 Tb (1 fluid ounce) except for cranberry sauce which will be 2 fluid ounces.
19. Special holiday menus will be provided at appropriate times of the year. At a minimum, the CONTRACTOR will provide special menus related to the following holidays and special occasions:
* Valentine's Day
* St. Patrick's Day
* Easter
* Halloween
* Thanksgiving
* Christmas
* New Year’s

Birthday cake and an appropriate special meal will be prepared once a month (i.e., roast beef vs. macaroni and cheese or a baked chicken vs. tuna casserole).

The CONTRACTOR will work with SCBEC in developing a minimum of one special event menu each quarter. Example: Hawaiian, Mardi Gras, Western, etc.

\*Thanksgiving and Christmas holiday menus may exceed the group and quantity requirements as outlined above.

1. Meals must be prepared as written in the approved menu plan. Substitutions require prior written approval of the dietician and written notification to SCBEC.
2. Only the use of skim and/or non-fat dry milk is permitted in recipes where milk is used (e.g., puddings, cream soups, casseroles, etc.). Substitutions and/or use of a non-dairy creamer are prohibited.
3. No tropical oils or animal fat are permitted to be used in the menu preparation and/or condiments. All fats should be zero trans fats and low in saturated fat. All salad dressings and mayonnaise shall be low in fat.
4. The use of high-quality refrigerated beef, chicken and vegetable bases which are lower in sodium are required when recipes call for bases. If bases are to be used in flavoring meatless dishes, use of a lower sodium vegetable base is required.
5. All baked goods (loaf bread, bread rolls, quick breads, cookies, pastries, pies and puddings) must be fresh and will be made in the CONTRACTOR’s kitchen if feasible. If not feasible, they may be purchased or donated by an SCBEC-approved vendor.
6. Meals must be prepared using production and presentation methods that enhance the palatability/acceptability of the food. Acceptability of the food will depend upon appearance (color, consistency, shape or form, arrangement, size of portion), flavor (seasoning, texture, and aroma), temperature and degree of doneness. Special emphasis should be placed on salt free, herbal seasonings to enhance the flavor of foods. Steamed vegetables will be seasoned with approved herbs and spices and will be sent separately so the vegetable can be seasoned to meet the particular tastes of the site.
7. Foods must be selected, stored, prepared, packaged, and delivered in a manner to assure maximum nutrient content and freshness. SCBEC may request that some casserole cheese toppings be sent separately and added to the site to preserve the quality of the item.

# MONTHLY MENU REQUIREMENTS

The following menu items are to be used in preparing the monthly menu plan.

1. Meat/Meat Alternative Frequency Minimums
	1. At least five different kinds of solid meats per month (whole muscle meats such as chicken, roast beef, roast pork or pork chop, sliced pork, ham (low salt), sliced turkey, and fish).
	2. Meatloaf will be served at least once per month.
	3. An appropriate special meal will be served on the days designated for birthday celebrations.
	4. No bioengineered meat products
2. Vegetables/Salads
	1. Legumes will be served in some menu item a minimum of one time per month
	2. Two hot vegetables will not be served on the same menu unless one is a potato or an approved legume.
3. Breads
	1. Whole grain breads will be served a minimum of three times per week
4. Desserts

The minimum service frequency of items are as follows:

* 1. Milk pudding, custard or fruit flavored yogurt once per week.
	2. Fruit – canned or fresh, three times per month
	3. Fruit cobblers/crisps – three times per month
	4. Balance of desserts to be cakes, cookies, bars, fluffs, or whips

# MENU PLANNING

A minimum of two new menu items will be required each quarter with at least one of those being an entrée. All new recipes must be taste-tested by SCBEC personnel prior to being placed on the menu.

Menu descriptors will be prepared for each item on the menu so that participants will be able to determine the contents of each part of the menu. A current, revised menu descriptor will be issued twice a year.

The following list describes the characteristics of a good menu plan and needs to be used as a checklist during the menu planning process.

* + 1. Menu pattern. Each meal is consistent with the established menu pattern, including all food components specified as necessary to meet nutritional needs.
		2. Color and eye appeal. Color combinations are pleasant and blend well. A variety of colors are used in each meal. Colorless or one-color meals are avoided. Good eye appeal for the entire meal is a goal.
		3. Texture and consistency. A mix of soft, creamy, crisp, chewy, and firm textured foods are included in each meal.
		4. Flavor combinations. Food flavors are compatible yet varied. Two or more foods with strong or pronounced flavors, such as fish, broccoli, onions, turnips, cabbage and cauliflower, are avoided in the same meal. Other combinations with similar foods, such as stewed tomatoes and macaroni/tomato casserole or macaroni and cheese and pineapple/cheese salad are avoided.
		5. Sizes and shapes. Meals include a pleasing contrast of food sizes and shapes. Multiple chopped or mixed items in the same meal, such as cubed meat, diced potatoes, mixed vegetables, and fruit cocktails, are avoided.
		6. Food temperatures. As a rule, hot and cold items are offered in each meal. Climate or season of the year is considered in selecting types and temperatures of foods.
		7. Preparation methods. A variety of preparation methods are to be used.
		8. Day-to-day distribution. Types of foods offered on consecutive meals and days are varied in ingredients as well as in method of preparation. Variations in the foods offered the same day each week are planned. For example, avoid planning fish every Monday and chicken every Thursday or chicken on both Wednesday and Thursday. A varied menu is to be planned to take into consideration the various serving days at the sites. Good variety at each site must be planned.
		9. Availability and Cost of Food. Seasonal foods are used when available. Higher and lower-cost foods are balanced within each day's menu and throughout the menu cycle so that budget constraints are met.
		10. Facilities and Equipment. Equipment use is balanced throughout the day and cycle. Menu items are compatible with transport and service equipment at the meal sites.

# SPECIAL DIETS

The contractor will provide alternate meals options that meet diabetic diet, cardiac diet, renal diet, and low-sodium substitutions to meet the specifications listed above.

# FROZEN MEALS

Frozen meals are used primarily for delivery to homebound clients for use on days when hot meals are not delivered or for clients who live outside the meal delivery area.

Complete meals are to be packaged, labeled and frozen in a sturdy, three compartment microwave/oven tray with heat-sealed film that is easily released, and approved by SCBEC. All rolls/bread and appropriate desserts are to be packaged and sealed in a high density, sealed, freezer quality packaging that will ensure product quality and is approved by SCBEC.

All menu items will be labeled with date produced, expiration date, contents, and heating instructions in readable type approved by SCBEC. Health specific diet substitutions will be labeled as such.

Each frozen menu must meet 1/3 DRI, will meet the requirements of Section II. F. and will include two one- half cup portions of vegetables or fruit, one serving of bread (no margarine) and one serving of dessert meeting specifications stated in this RFP. Eight ounces of one percent (1%) pasteurized milk in SCBEC- approved containers will be served with each frozen meal.

A set menu of twelve complete meals, separate from the regular hot meal menu, will be used. Three-month cycles will be provided including six entree modifications for each cycle. Two meatless and one fish entrée will be provided in each cycle. These menus should provide a variety of items with high customer acceptance. An adequate and varied inventory of frozen meals will be maintained to fill last-minute requests from sites. Additional “potluck” meals may be produced from the hot menu if the menu items are appropriate as a frozen/re-heated menu. Potluck meals may be used to maintain par inventory levels and offer additional variety.

A nutritional analysis with all characteristics required in Section II. F. will be provided for the regular frozen menu and specific health diet frozen menu.

# PURCHASING STANDARDS

* + 1. Food must be procured from sources that comply with all laws relating to food and food labeling.
		2. Food must be safe for human consumption, sound and free of spoilage, filth or contamination.
		3. Food in hermetically sealed containers must be processed in an establishment operating under appropriate regulatory authority. No home-canned food may be used.
		4. All milk products used and served must be pasteurized. Fluid milk must meet Grade A quality standards as established by law.
		5. All unprocessed beef, pork and chicken purchased for use under this CONTRACT shall meet the following minimum standards (per category):
			1. Beef - Beef for stewing IMPS #135A, U.S. Good. Surface or seam fat not to exceed 1/4" in thickness at any one point. The fat content of the meat to be determined visually shall not exceed 20%.
			2. Roast Beef - Top (inside) Round #168, U.S. Choice. Maximum average thickness of surface fat of 1/4" and maximum at any one point of 1/2".
			3. Ground Beef - Regular, IMPS #136. Fat to lean ratio of 25:75. Ground beef patties, regular, IMPS #1136, 3.2-4 oz. patties. Fat to lean ratio of 25:75. Use of TVP (textured vegetable protein) is required (15%).
			4. Chicken - Broiler or fryer (9-12 weeks of age), U.S. Grade A, whole legs, joints to include thigh and drumstick. Back skin not included. 6.3 oz.; Quarter cut = 8.5 oz.; 3-4 oz. boneless, skinless breast; 4oz. skin on boneless thigh. Attempts will be made to source products without small bones that may pose a potential choking hazard.
			5. Pork - Boneless Pork Loin Center Cut. Skin and underlying fat more than 1/4" in thickness shall be removed.
			6. Chops, center cut, IMPS #1412, U.S. #2. Surface fat, where present, does not exceed 1/4" in thickness at any one point. Specified weight per chop of 4 oz., + or - 1/4 oz.
			7. Ham - Lower salt, flat buffet, water added, 94% fat free. (Use of turkey ham needs to be noted in the menu plan.)
			8. Turkey Roasts - Whole muscle, 2 or 3 lobes, all breast, oven roasted in broth.
			9. Ground Turkey - Prepared from ready-to-cook turkey, turkey parts, boneless parts, meat and skin (turkey products); no more than 11.0% fat.

# COST EFFICIENCY

CONTRACTOR is encouraged to utilize methods that result in cost efficiency. For example, utilizing a pre- packaged item when doing so costs less than when CONTRACTOR staff prepares the item.

# DRIVERS/KITCHEN SUPERVISOR

* + 1. CONTRACTOR will provide a Kitchen Supervisor to transport food and supplies, supervise and assist in dispersing food, equipment and supplies for meal sites from a central location, wash pans and trays, transport internal mail bags between Bay Area, Lakeside, Coquille and Bandon, and return clean pans and hot holding equipment to the contractors’ main kitchen.
		2. CONTRACTOR will provide one vehicle to transport food, supplies, internal mail bags, and equipment from the Bay Area, Lakeside, Coquille and Bandon.
		3. CONTRACTOR will provide SCBEC with a copy of a valid Oregon Driver’s License, insurance card, current food handling permits and proof of safe driving record for each individual driving transport vehicles.

# MANAGEMENT AND PERSONNEL

CONTRACTOR is responsible for providing:

* + 1. qualified and trained kitchen staff and management personnel in adequate number to accomplish the goals of the program.
		2. compliance with all applicable laws and regulations; and
		3. staff and volunteers trained in sanitation, safety and emergency situations. Delivery drivers represent the image of the agency.

# POLICIES AND PROCEDURES

CONTRACTOR agrees to operate by the policies and procedures established by SCBEC in this RFP and to develop additional policies and procedures which are reasonable to the sound operation of the program. CONTRACTOR shall obtain the approval of SCBEC management staff prior to implementing any change in the established policies and procedures.

Written procedures are required, as applicable, for:

* + 1. food temperatures recording and reporting.
		2. emergencies including kitchen or kitchen equipment failure, and weather- related emergencies.
		3. sanitation and safety; and
		4. collection of data and record keeping to provide required information on numbers of meals.

# TRAINING

The CONTRACTOR is required to employ an adequate number of qualified, trained personnel to assure satisfactory performance under the CONTRACT. At a minimum the following requirements must be satisfied.

* + 1. One or more persons at each production site must receive orientation on the basic concepts of food service sanitation and protection and within 60 days must earn a Certificate of Completion of a Sanitation Course approved by SCBEC. A training plan is to be submitted as part of the response to this RFP.
		2. All staff (paid or volunteer) that are involved in any phase of food service including receiving and storage, preparation, serving or delivery, and clean-up must be instructed at the beginning of their first day on the basic concepts of food sanitation and protection. Each food service worker must have a Food Handlers Card from the local county health department at the first available training after an employee is hired.
		3. In-Service training must be scheduled at least quarterly to reinforce and strengthen sanitation requirements, enhance staff job performance, and resolve problems identified by the CONTRACTOR or SCBEC.
		4. A detailed record of the training provided, and the signature of those participating is required to be retained by the CONTRACTOR.
		5. It is the CONTRACTOR’s responsibility to notify the appropriate agency of any observance of unsafe food handling or sanitation practices at the meal sites.

# RECORDS AND REPORTS

CONTRACTOR will establish a monthly record and reporting system to compile program and fiscal information for SCBEC to facilitate internal and external monitoring and evaluation. Such reporting will be in a format agreed to by SCBEC and will include, but not necessarily be limited to, the following:

* + 1. Daily recording of the temperature of each food item, both hot and cold, as it leaves the kitchen.
		2. Daily recording of the number of all meals consumed at each site.
		3. Monthly record of frozen meals delivered.
		4. Documentation of all costs by invoices, time records or other official records.
		5. Documentation of cost efficiencies.
		6. Documentation of preparation of additional food items ordered by SCBEC.
		7. Maintenance records of all equipment in the Community kitchen.
		8. Consumables ordered by SCBEC.
		9. Documentation and attendance sheets from quarterly training.
		10. Upon request by SCBEC, documentation of new employee orientation.

# RECYCLING

The CONTRACTOR will recycle at the maximum amount as practical.

# SCBEC/CONTRACTOR DISPUTE RESOLUTION

All issues will be brought to the attention of the SCBEC Nutrition Program Manager. If the CONTRACTOR is unable to resolve an issue with the SCBEC Nutrition Manager, the SCBEC Senior Services Director will make the final decision on resolution of differences of opinion.

# COMMUNICATION

* + 1. District Management Meetings.

CONTRACTOR and SCBEC Senior Nutrition Program Manager and Senior Services Director will meet quarterly to discuss district- wide issues related to the CONTRACT. SCBEC will take responsibility for convening the quarterly district management meetings.

* + 1. Communication with Bay Area, Lakeside, Coquille and Bandon Kitchen.

THE CONTRACTOR will communicate directly with SCBEC Nutrition Program Management and/or Senior Services Director on day-to-day issues related to the kitchen and staffing issues.

# MONITORING

In addition to monitoring of monthly billings, the CONTRACTOR can expect to have regular program reviews conducted by SCBEC staff, Advisory Council members, and/or State Aging and People with Disabilities staff. Such reviews may occur once per year (unless circumstances warrant otherwise). The CONTRACTOR will be notified in advance of the review date(s) and the topics to be covered by the review, which will include CONTRACT compliance and quality of service. The CONTRACTOR will be given a written copy of the review and an opportunity to respond. Deficiencies are expected to be corrected within 30 days of notification. The CONTRACTOR is also expected to cooperate in any participant satisfaction surveys which SCBEC may choose to undertake.

# EMERGENCIES

It is the CONTRACTOR’s responsibility to notify SCBEC of their inability to open the kitchen and/or deliver scheduled routes due to hazardous weather by no later than 8 a.m. on the day of the closure.

It is SCBEC’s responsibility to maintain communication with the Contractor and notify the Contractor, when feasible, prior to the departure of the scheduled delivery vehicles of a site closure due to hazardous weather or another emergency. All parties will work cooperatively in these situations to minimize loss of food. Any food already prepared will be promptly refrigerated. If appropriate, the meal will be made into a potluck frozen meal. If the food cannot be frozen, in consultation with SCBEC, appropriate modified menu items will be substituted for the following day's menu provided the correct number of meals can be supplied on the following day. If menu items cannot be used later or incorporated into frozen meals, SCBEC may reimburse the Contractor for the cost of the food product only.

It is the responsibility of SCBEC and the Contractor to provide each other with personal phone numbers for emergency use only and to coordinate emergency services when deemed advisable.

The Contractor may be expected to plan and print a menu, produce or procure, handle, store and deliver shelf stable meal boxes, in each contract year according to specifications provided by SCBEC. Emergency meals will be billed to SCBEC and paid for separately from, and in addition to, the unit cost for hot meals.

Should SCBEC procure emergency meals from an outside source, the Contractor will handle, store and deliver shelf stable meals.

The CONTRACTOR will have a current disaster plan and provide said plan to SCBECs management staff.

# W. BILLINGS

For meal preparation services, CONTRACTOR is responsible for submitting a monthly billing by the 15th of the month following the month which is being billed. The billing will fully document the numbers of meals prepared. In addition, the billing will document numbers of meals consumed by each site and delivered by the home- delivered meals program. If billings under this contract result in payments to Contractor for which Contractor is not entitled under the terms of the contract SCBEC, after written notification to Contractor, may withhold from payments due to Contractor such amounts, over such periods of time, as are necessary to recover the amount of overpayment.

# X. FACILITY/OFFICE REQUIREMENTS

The CONTRACTOR is expected to provide a local contact for SCBEC staff Monday through Friday from 8 a.m. to 5 p.m. In addition, CONTRACTOR will provide adequate means for face-to-face meetings between CONTRACTOR and SCBEC staff when needed.

# Y. SANITATION AND SAFETY REQUIREMENTS

1. Compliance with federal, state and local fire, health, sanitation, safety and building codes, regulations, licensure, requirements, and other provisions relating to the public health, safety, and welfare is required in all stages of food service operations. CONTRACTOR is responsible for obtaining an annual operating license from the Coos County Health Department.
2. The CONTRACTOR is required to have a sanitation inspection of the kitchen according to local health division requirements. A copy of the inspection report is to be mailed to SCBEC within five working days of receipt, along with a plan for any corrective action required.
3. The transport equipment, packaging materials, and procedure used by CONTRACTOR to deliver bulk meals must be able to maintain hot food temperatures at or above 140 degrees Fahrenheit and cold food temperatures at or below 41 degrees Fahrenheit from the time of packaging to the time of delivery. This equipment is to be kept clean and free from undesirable odors.
4. The transport equipment, packaging materials, and procedure used by CONTRACTOR to deliver meals must be able to maintain frozen meals firmly frozen.
5. Temperatures will be taken and recorded on each pan of food at the time the food leaves the production area in each kitchen. Records of these temperatures must be maintained in CONTRACTOR's official files as well as sent to the appropriate agency office on the first day of the new month. Depending upon the procedure involved in food preparation, food holding and delivery, additional temperature checks may be required.
6. CONTRACTOR shall retain at each kitchen a ½ cup sample of each food item (excluding beverages) served daily for a minimum period of 72 hours. The samples shall be dated and refrigerated, but not frozen.
7. Foods must be prepared, displayed, served and transported with the least possible manual contact, with suitable utensils, and on surfaces that, prior to use, have been cleaned, rinsed, and sanitized to prevent cross contamination. HACCP standards are to be followed consistently by all food service personnel at all sites. The Contractor shall clean food storage containers and coolers daily.
8. Effective procedures for dish sanitizing, cleaning equipment, and work areas must be written, posted, and followed consistently by all food service personnel at all sites.
9. Floors and walls must be routinely and properly maintained. Cleaning should be done during periods when the least amount of food is exposed and should utilize dustless methods at all sites.
10. Garbage cans or containers must be easily washable, non-absorbent, and watertight with tight-fitting lids kept in place, and located in hard-surfaced areas. No garbage or rubbish is to be disposed of or stored in cardboard boxes. The container and immediate area are to be kept neat and clean with frequent removal of solid waste at all sites.
11. Miscellaneous equipment, chemicals, poisons or insecticide not pertaining to food service operation must not be stored under counters or near food products.
12. All liquid waste disposal shall be following ORS Chapter 454 and the administrative rules written pursuant thereto.
13. Toilet rooms shall be kept clean, in good repair, well-lit, free from odors, and well-ventilated with ample supply of anti-bacterial soap, paper products and a waste disposal container. The use of dish washing sinks for hand washing is not permitted.
14. No person suspected of being infected with any communicable disease or of being a carrier of such disease or while afflicted with a boil, infected wound or an acute respiratory infection should work in a food service facility in any capacity where there is a likelihood of such person contaminating food or food contact surfaces or transmitting disease to other persons. (Note: That means they should stay home.) No person with nausea, diarrhea, fever, or infected burns should prepare or serve food.
15. CONTRACTOR is required to meet all existing State and local licensing, health and safety requirements for the provisions of services provided under Title III of the Older Americans Act.
16. CONTRACTOR is to comply with Oregon Occupational Safety and Health Code, Hazard Communication.
17. CONTRACTOR will provide SCBEC copies of Material Safety Data Sheets (MSDS) for all hazardous chemical to which CONTRACTOR’s employees and volunteers and employees of SCBEC may be exposed.

The above requirements do not represent all the requirements which may be applicable to safe and sanitary processing of food. They are meant to highlight some of the types of requirements and expectations of the CONTRACTOR. For additional details and requirements see the Oregon Administrative Rules, Health Division Chapter 333 “Food Sanitation Rules” and the Oregon Revised Statutes, Chapter 624 governing food services.

# Z. TRANSITION PLAN

It is expected that the transition from the current to the new meal preparation CONTRACTOR will appear seamless to Senior Nutrition clients, staff, and volunteers. A transition plan will be submitted with the proposal. The plan will at minimum address: 1) communication with SCBEC, ACCESS and CONTRACTOR; 2) staffing; 3) inventory; and 4) steps that will be taken to assure a seamless transition.

# THE RFP PROCESS

# PROPOSAL PROCESS

* + 1. Meal Preparation RFP available by 4:00 p.m., December 18. 2024 To request a copy, write to or email: Melissa Dovenspike, SCBEC Senior Services Director, PO Box 1118, 800 N Bayshore Dr Coos Bay, OR 97420, mdovenspike@SCBEC.org.
		2. Questions on the RFP are due January 10, please contact Melissa Dovenspike at 541-269-2013 Ext 200 or via email at mdovenspike@scbec.org
		3. Responses to all questions addressed to SCBEC, up through 5:00 p.m. on January 17, 2025, will be sent to all Proposers who have requested an RFP by January 13, 2025. SCBEC’s written responses will become a part of the RFP and are binding.
		4. A signed original and three (3) copies of the completed proposal must be received by 5:00 p.m., January,31 2025 at:

South Coast Business Employment Corp.

Melissa Dovenspike

P. O. Box 1118

800 N Bayshore Dr

Coos Bay OR 97420

Attention: SCBEC Senior Services Director

Phone: (541) 269-2013

Postmarks and faxes will not be considered.

* + 1. Proposals must conform to all matters contained in this RFP, including attached Appendix items. They must be signed by an official authorized to bind the Proposer.
		2. All proposals are final after the filing deadline. No adjustment or modifications will be permitted after that time.
		3. SCBEC reserves the right to reject any or all proposals. Incomplete proposals or proposals which, in the estimation of SCBEC, significantly vary from the requirements specified in this RFP may be disqualified.
		4. Price is a consideration, but it is not the only consideration, (see Introduction for list of criteria). All criteria will be evaluated and SCBEC may reject all proposals. A proposal may be rejected even if the proposal is the lowest cost if it is judged by SCBEC to be in the best interest of the overall program.
		5. SCBEC reserves the right to waive minor deviations in the RFP which, in the sole judgment of SCBEC, are immaterial to performance. Only written communication regarding the RFP made by SCBEC shall be considered binding.
		6. The Proposer is strongly encouraged to carefully read all portions of this RFP prior to completing the RFP application.
		7. The proposer is presumed to be familiar with all federal, state and local laws, ordinances, regulations, and policies which might affect the proposed project.
		8. The misrepresentation of information will be grounds for disqualification of the proposal.
		9. Failure to submit all information and materials in the required and prescribed format may be grounds for disqualification of the proposal.
		10. Any costs incurred in the preparation and submission of the Meal Preparation proposal are the sole responsibility of the Proposer.
		11. Any influence or attempt to influence members of the Meal Services Evaluation Committee, staff, SCBEC Advisory Councils, or SCBEC Board of Directors or otherwise affect the outcome of the CONTRACT award, outside of the process provided in the RFP, may be grounds for disqualification.
		12. SCBEC reserves the right to make an award without further discussion of the

proposals submitted. Therefore, the proposal should be submitted on the most favorable terms the Proposer can offer.

* + 1. SCBEC reserves the right to consider proposals or modifications received after the date and time designated for receipt, but before a CONTRACT award is made, should such action be in the best interest of SCBEC.
		2. SCBEC reserves the right to negotiate the provisions of any CONTRACT resulting from this RFP.
		3. The conditions and provisions of the successful proposal and of the RFP shall be made a part of the contract. SCBEC reserves the right to stipulate modifications that are of benefit to the agency.

# PROPOSAL FORMAT

* + 1. Proposals must be clearly typewritten in 14-point font, single spaced, single-sided on 8½ x 11-inch white paper. Pages must be numbered. Proposals must be completed per instructions provided and responses limited to the specified length.
		2. The format to be utilized for responding to this Request for Proposals is included as “V. Proposal Documents.” It is divided into five parts: Application Summary, Statement of Assurances, Management Proposal, Technical Proposal, and Pricing Proposal. The attachments should be labeled in that order.
		3. The Management Proposal describes the qualifications of the Proposer, its organization structure and details on the administration of the program. The Technical Proposal defines and describes the methodology to be followed in the delivery of the services described in the RFP. The Pricing Proposal sets forth the Proposer’s costs associated with delivery of the services.
		4. All confidential information must be clearly marked and submitted separately.

# PROPOSAL COMPLETION INSTRUCTIONS

* + 1. Printed copies of the proposal must begin each response by repeating the question/request for information as a heading before answering.
		2. The following formats must be used in preparing the proposal and are found in “V. Proposal Documents”:
* Application Summary - Proposal Attachment A
* Statement of Assurances - Proposal Attachment B
* Management Proposal - Proposal Attachment C
* Technical Proposal - Proposal Attachment D
* Pricing Proposal - Proposal Attachment E
	+ 1. Proposal Attachments A through E should each be stapled separately in the upper left-hand corner (when the attachment consists of multiple pages). Proposer may submit the proposal in a binder with tabulated sections.
		2. The proposer should respond assuming the Meal Services Evaluation Committee has no prior knowledge of the applicant’s current or proposed operations.

# EVALUATION

* + 1. SCBEC staff will review the proposals to determine if they meet the required qualifications, check references on all Proposers, and develop Staff Recommendations. All conforming proposals will be submitted to the Meal Services Evaluation Committee.
		2. The Meal Services Evaluation Committee consists of a SCBEC Senior Services Advisory Council Member Chair, the Senior Services Director, and Nutrition Program Manager

**The Meal Services Evaluation Committee will meet from 1:30 – 4:30 p.m., on Friday, Feb 7, 2025, to review proposals and make a recommendation. Proposers keep this date open for interviews.**

* + 1. The Meal Services Evaluation Committee will use a numerically weighted evaluation system for the scoring of each proposal (see Appendix B Management and Appendix C Technical Evaluation Tools). The proposals and supporting information will be reviewed and the Meal Services Evaluation Committee will assign points based on the following criteria:
* Management Proposal – 20% (40 points maximum)
* Technical Proposal – 50% (100 points maximum)
* Pricing Proposal – 20% (40 points maximum), including cost, accuracy and reasonableness
* Reference Checks – 5% (10 points maximum)
* Initial Staff Recommendation – 5 % (10 points maximum)
	+ 1. Staff will conduct reference checks (see Appendix D for Meal Program Proposal Reference Check) from the contacts identified by Proposers in the Management Proposals. Scores on a scale of 1 – 10 will be assigned by staff for references based on user satisfaction, overall management satisfaction, quality and consistency of service, price experience over length of the contract, and similarity in scope of operation.
		2. Scores for this section will include the Proposers overall response to the RFP, Management, Technical and Pricing proposals. The Meal Services Evaluation Committee is looking for the most responsible proposer. Quality assurance is one of the main factors that will be evaluated in determining the most responsible proposer. A documented history of responsiveness to client concerns is also one of the primary criteria in the evaluation process.
		3. The recommendations of the Meal Services Evaluation Committee will be forwarded to the SCBEC Board of Directors for review and tentative approval. The Board of Directors will act on the recommendations and make tentative selection of the CONTRACTOR. The numerical evaluation and the recommendations of the Meal Services Evaluation Committee will be a major factor in their decision processes but may not be the exclusive criteria or information considered by the Board.
		4. A tentative award of the proposed CONTRACT will be made by the SCBEC Board of Directors following submission of findings and recommendations by the Meal Services Selection Committee. The CONTRACT will not be considered permanent until it is signed by all parties involved. All Proposers will be officially notified of the tentative award decision in writing.
		5. Release of Information: If the proposer submits a public information request SCBEC would supply requester with the full proposal with proprietary information redacted. No press releases related to CONTRACT or services resulting there from will be made without prior written approval of SCBEC.
		6. The conditions and provision of the successful proposal, of the RFP, and the questions and answers from the Proposer’s conference will be made a part of the contract. SCBEC reserves the right to stipulate modifications that are of benefit to the agency. See Appendix A for an example of the contract that will be used.
		7. Subsequent discovery of misrepresentation of information will be grounds for contract nullification.

# APPEALS PROCESS

* + 1. Appeals on tentative contract award must be delivered to SCBEC by 5:00 p.m., on March 3, 2025.
		2. Appeals must be submitted in writing to:

Melissa Dovenspike

Senior Services Director

South Coast Business

P.O. Box 1118

800 N Bayshore Dr Coos Bay, OR 97420

* + 1. The reason for the appeal must include citation of the law, ordinance, rule, regulation or practice upon which the appeal is based.

# NUTRITION RFP 2025/2026 TIMETABLE

Dec 18

Letter mailed to potential Proposers regarding availability of RFP from SCBEC; notices placed in papers; RFP completed and available by 5:00 p.m.

Jan 10

Questions/clarification from potential Proposers due by 5:00 p.m.

Feb 7

SCBEC responds in writing to questions by 5:00 p.m.

 April

One signed original and 3 copies of the response must be delivered to SCBEC by 5:00 p.m.

Feb 3

SCBEC staff complete review and comparisons of proposals and send to Meal Services Evaluation Committee members.

Meal Services Evaluation Committee will meet from 1:30 – 4:30 p.m. Proposers keep this date open for interviews.

SCBEC Board of Directors makes tentative award; Tentative Contractor award announced.

March 3

Appeals deadline on tentative award due by 5:00 p.m.

Contract signed.

May - June

Transition plan implemented.

July 1

Services commence.

Jan 31

Jan 17

Feb 24

# PROPOSAL DOCUMENTS

Proposal Attachment A – APPLICATION SUMMARY

Proposal Attachment B – STATEMENT OF ASSURANCES

Proposal Attachment C – MANAGEMENT PROPOSAL

Proposal Attachment D – TECHNICAL PROPOSAL

Proposal Attachment E – PRICING PROPOSAL

# Proposal Attachment A – APPLICATION SUMMARY

Project Title: Meal Preparation Services

CONTRACT Period: July 1, 2025 – June 30, 2026

Applicant Type: □ Public □ Private/Non-Profit □ Other

Indicate if business/agency is DBE-certified (2 CFR Part 200.321): Yes No

If yes, which apply:

small business\_\_; minority\_\_; women-owned\_\_\_; Veteran-owned\_\_; Labor Surplus area\_\_\_

Business/Agency Name:

Address:

Phone/Fax: Date of Incorporation:

Name of Person(s) Preparing Proposal:

Primary Contact Person:

Official Authorized to Bind Applicant Name:

Title:

Address/Phone:

Signature:

Project Director Name:

Title:

Address/Phone:

Signature:

Financial Officer Name:

Title:

Address/Phone:

Signature:

# Proposal Attachment B – STATEMENT OF ASSURANCES

The undersigned attests that:

1. He/she has the authority and/or responsibility to submit a proposal and to represent his/her organization in all phases of the Request for Proposal (RFP) and CONTRACT process.
2. He/she, or the delegated representative, has read the contents of this RFP packet, understands it fully, and agrees to comply with all provisions stated in the General Provisions of the CONTRACT and requirements of the RFP.
3. The information provided is true and accurate to the best of his/her knowledge.
4. He/she understands any false or substantially incorrect statements may disqualify this proposal from further consideration or be cause for termination of any future CONTRACT; and
5. He/she understands that the proposal submitted is firm for the initial CONTRACT period.

In addition, to verifying the legal authority to CONTRACT, the following proofs will be submitted to SCBEC prior to signing any CONTRACT resulting from this RFP:

1. Evidence of all required insurance coverage as detailed in the sample CONTRACT, effective at the time the CONTRACT begins.
2. Copy of license to do business in Oregon.
3. State of Oregon and IRS tax number and status.
4. Certification as an EEO/Affirmative Action Employer.
5. Copy of Agency/Corporate policy for a Drug Free workplace; and
6. Copy of Corporate Certificate.
7. Certificate of Completion of a Sanitation Course within 60 days of contract
8. Food Handler Cards of all Employees within 60 days of contract

Signature: Date:

Typed Name and Title:

# Proposal Attachment C – MANAGEMENT PROPOSAL (20% = 40 points)

The Management Proposal seeks to determine your organization’s administrative, financial, and experiential capabilities. Organizations which do not receive a passing score on the Management Proposal may be determined ineligible, regardless of their Technical or Pricing scores.

DETERMINATION OF EXPERIENCE

1. Using the format below, describe all contracts for meal preparation service(s) held by your organization and any subcontractors within the past five years in Oregon. Also, if applicable, provide this information for up to five contracts within the past five years outside of Oregon which are like the size of Coos County.

Contracting Agency:

Geographic area served:

Type of services:

Number of participants:

Number of meals served:

Length of contract:

Total dollar amount:

Contact person:

Phone number:

Other relevant information:

Indicate with an asterisk three contracts you wish to use as references (5% = 10 points)

1. Describe in detail any instances where your organization has failed or refused to complete a contract. Also indicate any pending litigation involving your agency or its principal officers in connection with any contracts.
2. Describe the experience, education, training, and qualifications of the members of your organization’s management staff who are involved in providing meal program services, or similar services. Provide copies of resumes.
3. Which of the management staff described above will be assigned to this contract, if any, and at what FTE. If none, describe how you plan to fill the supervisory positions needed for this CONTRACT and the minimum qualifications you will require.

MANAGEMENT CAPABILITIES

1. Describe existing and/or proposed local organizational structure within Coos County. Show the relationship between the existing or proposed local organization and the main office, if the headquarters of the Proposer’s organization is located outside of Coos County. Explain how guidance and support for the local program will be provided and how delivery of service will be monitored. Indicate time schedule for implementation of all proposed changes or additions to the structure that would result from award of this CONTRACT.
2. Describe how you will provide qualified and appropriate personnel and management personnel in adequate number to accomplish the goals of the program.
3. Provide an explanation of your fiscal system and procedures to comply with federal, state and local governmental fiscal regulations.
4. As part of the Management Proposal, the following items must accompany this application:
	1. current and proposed organizational chart of your entire organization
	2. if different than 4.a., a current and proposed organizational chart specific to the meal program.
	3. a brief description, by job category, of the duties, minimum qualifications, and salary range for each position under this proposed CONTRACT, as shown on the organizational chart.
	4. a copy of your organization’s most recent quarterly financial statement (or the three most recent monthly statements) for operations within Oregon. If not a resident bidder, provide this information for operations within a state like Oregon:
	5. one copy of your organization’s most recent audit (additional copies are not necessary, on this item only); or a statement from a CPA specifying that your accounting system is sufficient to meet all federal, state, and local requirements; and
	6. a statement as to fiscal solvency, including a statement of having sufficient cash flow to operate the program. The Proposer must be able to ensure working capital which will cover program expenses for at least sixty (60) days.

# Proposal Attachment D – TECHNICAL PROPOSAL (50% 100 points)

Proposer must answer all questions unless specified otherwise.

1. Describe your capability of providing approximately 90,000 hot meals and frozen meals for a one-year period beginning July 1, 2025, through June 30, 2026. How you will deal with increases in menu counts due to holiday meals, special occasions and for favorite food items?
2. What situations would cause you to be unable to respond to subsequent verbal orders on the day prior to meal site delivery?
3. Describe how you will ensure meals are prepared by 9 a.m. for the delivery driver pick up at 9:45 a.m.
4. Provide three examples of standardized recipes. How will you assure key food service workers are familiar with and understand the need and purpose for using standardized recipes?
5. Submit a three-month menu starting July 2025 using the standards listed under Menu Requirements, Monthly Menu Requirements, and Menu Planning. This will be the menu implemented for the first three months of the Contract.
6. Provide the following:
	1. Menu development process and timeline
	2. Person within organization responsible for menu development including a summary of the individual’s background and experience in menu writing
	3. System for evaluating menus in relation to required specifications
	4. How will the menu vary for each season?
7. Suggest modifications to the required specifications listed in the RFP which would retain 33 1/3 percent DRI and menu quality and result in a lower unit cost per meal.
8. Describe how you will ensure food palatability and acceptability.
9. What menu modifications will you make to provide for special diets?
10. How will you provide frozen meals? Describe any shelf-stable meals you may use.
11. Describe how you will meet the Purchasing Standards listed in the RFP.
12. What methods will you utilize to create cost efficiencies? How will you document savings?
13. How will you meet the requirement to provide a Kitchen Supervisor?
14. How will you meet the following responsibilities with respect to the operation of the Bay Area, Lakeside, Coquille and Bandon sites?
	1. Secure and maintain licenses to meet requirements of the local health department.
	2. Maintain a clean, safe and sanitary environment.
	3. Provide any repairs necessitated by the negligence of CONTRACTOR, their agents, employees or invitees.
15. What processes will SCBEC need to use for purchasing consumables and special food service(s)?
16. How will you assure that you:
	1. have qualified and appropriate personnel and management personnel in adequate numbers to accomplish the goals of the program.
	2. are following all applicable laws and regulations; and
	3. that you have staff and volunteers trained in sanitation, safety and emergency situations.
17. Provide Policies and Procedures for the following:
	1. food temperatures recording and reporting.
	2. emergencies including kitchen or kitchen equipment failure, and weather-related emergencies.
	3. sanitation and safety; and
	4. collection of data and record keeping providing required information on numbers of meals.
18. Provide a copy of your plan and procedures for meeting the training requirements of the RFP.
19. Describe your monthly record and reporting system for compiling the following program and fiscal information:
	1. Daily recording of the temperature of each food item, both hot and cold, as it leaves the Bay Area, Lakeside, Coquille and Bandon sites.
	2. Daily recording of the number of all meals consumed by each site.
	3. Monthly record of frozen meals delivered.
	4. Documentation of all costs by invoices, time records, vouchers, or other official records.
	5. Documentation of cost efficiencies.
	6. Documentation of preparation of additional food items ordered by SCBEC.
	7. Maintenance records of all equipment in all sites.
	8. Consumables ordered by SCBEC.
	9. Documentation and attendance sheets from quarterly training.
	10. Documentation of new employee orientation.
	11. Documentation of cost efficiencies resulting in credit to SCBEC.
20. Describe your recycling process.
21. How will you track and invoice SCBEC special orders?
22. Describe your business office(s), operating hours, days and staffing.
23. Describe your process for communicating with SCBEC Management on the day-to-day operations.
24. Who will be your emergency contact in the event of emergencies?
25. How will you ensure local contact for SCBEC staff Monday through Friday from 8 a.m. to 5 p.m. and for face-to-face meetings between CONTRACTOR and SCBEC staff when needed?
26. Describe any problems you foresee in meeting the sanitation and safety requirements of the RFP.
27. Provide a detailed transition plan.

# Proposal Attachment E – PRICING PROPOSAL (20% = 40 points)

SCBEC retains the right to determine the level of funding based on availability of funds. The level of funding for any extension of a CONTRACT resulting from the RFP will be determined annually. Each CONTRACT extension is subject to the appropriation of adequate state and federal funding to support the program and allocation decisions of the SCBEC Board.

Any CONTRACT awarded because of this RFP will include: 1) a fee-for-service for meal preparation schedule; 2) a maximum annual amount of 1 for Kitchen Supervisor. The level of compensation to be received by the CONTRACTOR for meal preparation will be based solely on the number of meals served multiplied by the fixed rates of compensation per unit stipulated in the contract and the Meal Preparation Rate Chart and may be limited not to exceed a total amount stipulated in the contract.

1. Meal Preparation

There are five pieces to be completed in the Meal Preparation pricing proposal:

* + Meal Preparation Rate Chart (see first page of Sample CONTRACT for format)
	+ Meal Preparation Budget (scroll across the spreadsheet to fill in each Fiscal Year’s information)
	+ Personnel Justification Form – Food Preparation (Scroll down the page to fill in each Fiscal Year’s information)
	+ Personnel Justification Form – Management (Scroll down the page to fill in each Fiscal Year’s information)
	+ Budget Narrative
1. Personnel Justification Forms – One each for Food Preparation and Management for each of the following time periods: July 1, 2025 – June 30, 2026; July 1, 2026 – June 30, 2027; and July 1, 2027 – June 30, 2028. The sum of the two Total Personnel Expenses must equal the Personnel Expense Subtotal on the Meal Preparation Budget form for each of the time periods.
2. Budget Narrative – Provide adequate detail to enable the Meal Services Evaluation Committee to readily understand how you calculated your rates. Pay particular attention to addressing the following costs, as appropriate:
	* Personnel Costs
	* Raw Food
	* Other Expense
	* Anticipated cost efficiencies.
	* Indirect Charges. The Proposer has the option of itemizing all administration-related expenses (Director, Finance staff, Personnel staff, support staff, office rent, insurance, legal, and other costs) as separate line items or including them in the Indirect Charges line item. If the Proposer has utilized an indirect rate, it must be applied across the board to all programs of the Proposer’s agency. Furnish basis for allocation of and costs covered by the indirect rate. Not to exceed 10% of the overall budget.
	* Profit
3. Kitchen Supervisor

Provide a written annual Budget Justification for Kitchen Supervisor for periods: July 1, 2025 – June 30, 2026; July 1, 2026 – June 30, 2027; and July 1, 2027 – June 30, 2028, which includes, at minimum, the following: Wages, Benefits (Medical, Dental, FICA, WC, etc.) and travel between sites.

# APPENDICES

APPENDIX A – SAMPLE CONTRACT

APPENDIX B – MANAGEMENT EVALUATION TOOL

APPENDIX C – TECHNICAL EVALUATION TOOL

APPENDIX D – MEAL PROGRAM PROPOSAL REFERENCE CHECK APPENDIX E – STAFF RECOMMENDATONS AND REFERENCES TOOL

# APPENDIX A – SAMPLE CONTRACT

**SOUTH COAST BUSINESS EMPLOYMENT CONTRACT**

This CONTRACT is between **South Coast Business Employment Corp**, a non-profit organization, hereinafter referred to as “SCBEC” and CONTRACTOR XXX hereinafter referred to as "**CONTRACTOR**."

1. **EFFECTIVE DATE and DURATION.** This CONTRACT shall become effective on July 1, 2025, unless terminated or extended as otherwise provided herein in Exhibit C. This CONTRACT shall expire when SCBEC accepts CONTRACTOR’s completed performance or on June 30, 2026, whichever date occurs first. Expiration shall not extinguish or prejudice SCBEC’s right to enforce this CONTRACT with respect to any breach of a CONTRACTOR warranty or any default or defect in CONTRACTOR performance that has not been cured.
2. **PURPOSE.** CONTRACTOR agrees to provide:
	1. Meal Preparation services
	2. Kitchen Supervisor services

for the SCBEC Senior Nutrition program staff.

* 1. Provide qualified Kitchen Staff to prepare meals
	2. Provide Bay Area Meal Site
1. **STATEMENT of WORK.** CONTRACTOR agrees to perform the work in accordance with the terms and conditions of this CONTRACT.
2. **CONSIDERATION.**

SCBEC will reimburse the CONTRACTOR for

* 1. Meal preparation services for the period July 1, 2025 through June 30, 2026, at a cost per meal as identified in the RFP
	2. Kitchen Supervisor Services monthly based on actual hours worked and actual costs to CONTRACTOR related to the position including travel with mileage, timesheet and payroll documentation. Total reimbursement will not exceed $XXXXXX for the period July 1, 2025, through June 30, 2026.

SCBEC reserves the right to renegotiate rates due to changes in program requirements.

1. **ORDER of PRECEDENCE.** All rights and obligations of the parties to this CONTRACT shall be subject to and governed by the terms and conditions contained in the text of this CONTRACT instrument. In the event of an inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence as follows:
	* + 1. Federal statutes and regulations.
			2. Oregon Statues and administrative rules.
			3. This CONTRACT document.
			4. Answers to Questions Received Regarding RFP.
			5. RFP dated December 16, 2025
			6. Proposal dated Jan 10th, 2025
2. **CONTRACT in its ENTIRETY.** This CONTRACT consists of this document and includes the following listed exhibits which are incorporated into this CONTRACT by reference:
	1. Exhibit A Statement of Work
	2. Exhibit B Special Provisions
	3. Exhibit C Standard Terms and Conditions
	4. Exhibit D Insurance Requirements
	5. Exhibit E Independent CONTRACTOR Certification Statement
	6. Exhibit F Required Federal Terms and Conditions

There are no other CONTRACT documents unless specifically referenced and incorporated in CONTRACT.

**MERGER CLAUSE; WAIVER.** This CONTRACT and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this CONTRACT. No waiver, consent, modification or change of terms of this CONTRACT shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of SCBEC to enforce any provision of this CONTRACT shall not constitute a waiver by SCBEC of the right to any subsequent enforcement of that or any other provision.

THE PARTIES, BY SIGNATURE OF AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. CONTRACTOR DATA and CERTIFICATION; SIGNATURES

Name (exactly as filed with the IRS):

Address:

Telephone/Fax/Email:

Business Designation (check one):

[ ] Corporation [ ] Nonprofit

[ ] Professional Corporation [ ] Partnership [ ] Sole Proprietorship

[ ] Limited Liability Company [ ] Limited Partnership [ ] Limited Liability Partnership

Federal Tax ID#:

The above payment information must be provided prior to CONTRACT approval. This information will be reported to the Internal Revenue Services (IRS) under the name and taxpayer identification submitted. (See IRS W-9 for additional instructions regarding taxpayer I.D. numbers.) Information not matching IRS records could subject CONTRACTOR to 28 percent backup withholding. Failure to return the W-9 will require SCBEC to withhold taxes from the payment amount per IRS requirements.

**Certification:** The individual signing on behalf of CONTRACTOR hereby certifies and swears under penalty of perjury: (a) the number shown on this form is CONTRACTOR’s correct taxpayer identification; (b) CONTRACTOR is not subject to backup withholding because (i) CONTRACTOR is exempt from backup withholding, (ii) CONTRACTOR has not been notified by the IRS that CONTRACTOR is subject to backup withholding as a result of

a failure to report all interest or dividends, or (iii) the IRS has notified CONTRACTOR that CONTRACTOR is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of CONTRACTOR, s/he has authority and knowledge regarding CONTRACTOR’s payment of taxes, and to the best of her/his knowledge, CONTRACTOR is not in violation of any Oregon tax laws as defined in OAR 150-305.385; (d) CONTRACTOR is an independent CONTRACTOR as defined in ORS 670.600; and (e) the above CONTRACTOR data is true and accurate.

CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY SCBEC APPROVALS.

1. **SIGNATURES CONTRACTOR**

By: Title: Date:

 **SOUTH COAST BUSINESS EMPLOYMENT CORP.**

By: Title:

Date:

**EXHIBIT A STATEMENT of WORK**

The Statement of Work, including the delivery schedule for such Work, is contained herein. CONTRACTOR agrees to, and shall perform the Work in accordance with the terms and conditions in this CONTRACT and the following:

* 1. Answers to Questions Received Regarding RFP
	2. RFP dated December 16, 2025
	3. Proposal dated Jan 10th 2025

**EXHIBIT B SPECIAL PROVISIONS**

1. **Confidentiality of Client Information**
	1. All information as to personal facts and circumstances obtained by the CONTRACTOR on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent of a minor child, or as required by other terms of this CONTRACT. Nothing prohibits the disclosure of information in summaries, statistical, or other forms, which does not identify particular individuals.
	2. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this CONTRACT. Confidentiality policies shall be applied to all requests from outside sources.
	3. SCBEC, CONTRACTOR and any SUBCONTRACTOR will share information as necessary to effectively serve SCBEC clients.
2. **Amendments.**
	1. SCBEC reserves the right to amend or extend the CONTRACT for additional periods of time up to a total CONTRACT period not to exceed 3years. The determination for an extension of time may be based on SCBEC’s satisfaction with the performance of the work or services provided by CONTRACTOR under this CONTRACT.
	2. SCBEC further reserves the right to amend the Statement of Work based on the original SOW for the following:
		1. Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original CONTRACT or previous amendments to the CONTRACT.
		2. Implement additional phases of the Work; or
		3. As necessitated by a change in Oregon Revised Statutes or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this CONTRACT.
	3. Upon identification, by any party to this CONTRACT, of any circumstance which may require an amendment to this CONTRACT, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the CONTRACT before the modified or additional provisions are binding on either party.
3. **Criminal History Checks CONTRACTOR** agrees to meet Provider requirements of OAR 407-007-0210 through 407-007-0370 and ORS 181.534 through 181.537. Subject individuals are employees of the CONTRACTOR; volunteers of the CONTRACTOR; SUBCONTRACTOR employees and volunteers and direct care providers of clients for which the CONTRACTOR provides service authorization.
4. **Identification** The CONTRACTOR agrees to include SCBEC as a source of funding in any list of contributors that the CONTRACTOR posts, publishes or advertises.
5. **Volunteers** The CONTRACTOR shall provide evidence on request that volunteers are properly supervised and have received training appropriate to the service they are providing and specific to the needs of the client. The CONTRACTOR will submit to SCBEC any volunteer hours with the monthly billing invoice.
6. **CONTRACTOR Requirements to Report Abuse of Certain Classes of Persons.**
	1. CONTRACTOR shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
		1. Children (ORS 419B.005 through 419B.045);
		2. Elderly Persons (ORS 124.055 through 124.065);
		3. Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
	2. CONTRACTOR shall make reports of suspected abuse of persons who are members of classes established in section VI.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this CONTRACT.
	3. CONTRACTOR shall immediately report suspected child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the CONTRACTOR shall notify the referring SCBEC Service Coordinator, if applicable, within 24 hours. CONTRACTOR shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
	4. If known, the abuse reports should contain the following:
		1. The name and address of the abused person and any person responsible for their care.
		2. The abused person’s age.
		3. The nature and the extent of the abuse, including any evidence of previous abuse.
		4. The explanation given for the abuse.
		5. The date of the incident; and
		6. Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser
7. **Equal Access to Services** CONTRACTOR shall provide equal access to covered services for both males and females less than 18 years of age, as appropriate, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
8. **Media Disclosure** CONTRACTOR will not provide information to the media regarding a recipient of services purchased under this CONTRACT without first consulting SCBEC Senior Services Director. THE CONTRACTOR will make immediate contact with SCBEC Senior Services Director when media contact occurs. SCBEC Senior Services Director will assist CONTRACTOR with an appropriate follow-up response for the media.
9. **Nondiscrimination** CONTRACTOR must provide services to SCBEC clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). CONTRACTOR services must reasonably accommodate the cultural, language and other special needs of clients.
10. **HIPAA Compliance.** As a Business Associate of a Covered Entity, SCBEC must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), as SCBEC must also comply with OAR 943-014-0400 through AOR 943-014-0465, and the Business Associate requirements set forth in 45 CFR 164.502 through 164.504. THE CONTRACTOR’s failure to comply with these requirements shall constitute a default under this CONTRACT and such default shall not be subject to Exhibit B, Limitations of Liabilities.

**EXHIBIT C STANDARD TERMS & CONDITIONS**

1. **Governing Law, Consent to Jurisdiction** 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. Any claim, action, suit or proceeding (collectively, Claim) between the parties that arise from or relates to this CONTRACT shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this CONTRACT.
2. **Compliance with Law** CONTRACTOR shall comply with laws, regulations, and executive orders to which they are subject, and which are applicable to the CONTRACT or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the CONTRACT: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; and (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the CONTRACT and required by law to be so incorporated. All employers, including CONTRACTOR and SCBEC, that employ subject workers who provide services in the State of Oregon shall comply with ORS

656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126.

1. Independent CONTRACTORs The parties agree and acknowledge that their relationship is that of independent contracting parties and that the CONTRACTOR is not an officer, employee, or agent of SCBEC.
2. Representations and Warranties
	1. CONTRACTOR represents and warrants to SCBEC that:
		1. Authority. 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, always 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, independent from all other proposers, and without collusion, fraud, or other dishonesty.
	2. Warranties Cumulative. The warranties set forth in this section are in addition to and not in lieu of, any other warranties provided
3. **Funds Available and Authorized; Payments** CONTRACTOR shall not be compensated for Work performed under this CONTRACT by any other department of SCBEC, the State of Oregon or the federal government. SCBEC certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this CONTRACT within SCBEC’s current biennial appropriation or limitation. CONTRACTOR understands and agrees that SCBEC’s payment for Work performed is contingent on SCBEC receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow SCBEC, in the exercise of its reasonable administrative discretion, to continue to make payments under this CONTRACT. Should funds not become available to SCBEC in amounts anticipated, SCBEC may, by amendment, reduce funding, or terminate the agreement as appropriate. Reduction or termination will be effective upon written notice delivered to the CONTRACTOR in person or by mail, or at such later date as established by SCBEC. A reduction or termination will not affect payment for allowable expenses incurred prior to the effective date of such action. Consultation with the CONTRACTOR will take place within time constraints consistent with the need for such action. Should a reduction in funding occur, the CONTRACTOR and SCBEC will renegotiate the service requirements of the CONTRACT.
4. **Recovery of Overpayments** If billings under this CONTRACT, or under any other CONTRACT between CONTRACTOR and SCBEC, result in payments to CONTRACTOR to which CONTRACTOR is not entitled, SCBEC, after giving written notification to CONTRACTOR and an opportunity to object may withhold from payments due to CONTRACTOR such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if CONTRACTOR objects to the withholding or the amount proposed to be withheld, CONTRACTOR shall notify SCBEC that it wishes to engage in dispute resolution in accordance with Section XXIII. of this CONTRACT.
5. **Violation of State or Federal Law** Nothing in this CONTRACT shall require CONTRACTOR or SCBEC to act in violation of state or federal law or the Constitution of the State of Oregon.
6. **Ownership of Work Product**
	1. Definitions.
		1. “CONTRACTOR Intellectual Property” means any intellectual property owned by CONTRACTOR and developed independently from the Work.
		2. “Third Party Intellectual Property” means any intellectual property owned by parties other than SCBEC or CONTRACTOR.
		3. “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that CONTRACTOR is required to deliver to SCBEC pursuant to the Work.
	2. Original Works All Work Product created by CONTRACTOR pursuant to the Work, including derivative works and compilations, and whether such Work Product is considered a “work made for hire,” shall be the exclusive property of SCBEC. SCBEC and CONTRACTOR agree that all Work Product is “work made for hire” of which SCBEC is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not “work made for hire,” CONTRACTOR hereby irrevocably assigns to SCBEC any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright,

patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon SCBEC’s reasonable request, CONTRACTOR shall execute such further documents and instruments necessary to fully vest such right in SCBEC. CONTRACTOR forever waivers all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C 106A or any other rights of identification or authorship or rights of approval, restriction or limitation on use or subsequent modifications.

* 1. In the event that Work Product is CONTRACTOR Intellectual Property, a derivative work based on CONTRACTOR Intellectual Property or a compilation that includes CONTRACTOR Intellectual Property, CONTRACTOR hereby grants to SCBEC an irrevocable, non-exclusive, perpetual, royalty- free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display CONTRACTOR Intellectual Property and pre-existing elements of the CONTRACTOR Intellectual Property employed in the Work Product, and to authorize others to do the same on SCBEC’s behalf.
	2. In the event that Work product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual property or a compilation that includes Third Party Intellectual Property, CONTRACTOR shall secure on SCBEC;s behalf and in the name of SCBEC 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 the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on SCBEC’s behalf.
1. **Indemnity** SCBEC and CONTRACTOR shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and PERS or other retirement contributions. CONTRACTOR shall perform the services under this CONTRACT as an independent CONTRACTOR. CONTRACTOR and SCBEC each shall be responsible to the other, to the extent permitted by the Oregon Constitution, subject to the limitations of Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents as relates to this CONTRACT. CONTRACTOR shall defend, save, hold harmless, and indemnify the State of Oregon, Department of Human Services, SCBEC, and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of CONTRACTOR or its officers, employees, subcontractors, or agents under this contract.
2. **CONTRACTOR Default** CONTRACTOR shall be in default under this CONTRACT upon the occurrence of any of the following events:
	1. CONTRACTOR fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
	2. Any representation, warranty or statement made by CONTRACTOR herein or in any documents or reports relied upon by SCBEC to measure the delivery of services, the expenditure of payments or the performance by CONTRACTOR is untrue in any material respect when made.
	3. CONTRACTOR (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated as bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition

or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Federal Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

* 1. A proceeding or case is commenced, without the application or consent of CONTRACTOR, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of CONTRACTOR, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of CONTRACTOR of all or any substantial part of its assets, or (3) similar relief in respect to CONTRACTOR under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such preceding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against CONTRACTOR is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
1. **SCBEC Default** SCBEC shall be in default under this CONTRACT upon the occurrence of any of the following events:
	1. SCBEC fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
	2. Any representation, warranty or statement made by SCBEC herein is untrue in any material respect when made.
2. **CONTRACTOR Termination** CONTRACTOR may terminate this CONTRACT in whole or in part:
	1. For its convenience, upon at least ninety (90) days advance written notice to SCBEC, with the termination effective as of the first day of the month following the notice period.
	2. Upon forty-five (45) days advance written notice to SCBEC, if CONTRACTOR does not obtain funding, appropriations and other expenditure authorizations from CONTRACTOR’s governing body, federal, state or other sources sufficient to permit CONTRACTOR to satisfy its performance obligations under this CONTRACT, as determined by CONTRACTOR in the reasonable exercise of its administrative discretion.
	3. Upon thirty (30) days advance written notice to SCBEC, if SCBEC is in default under this CONTRACT and such default remains uncured at the end of said 30-day period or such longer period, if any, as CONTRACTOR may specify in the notice; or
3. **SCBEC Termination** SCBEC may terminate this CONTRACT in whole or in party:
	1. For its convenience upon thirty (30) days prior written notice by SCBEC to CONTRACTOR with the termination effective as of the first day of the month following the notice period.
	2. Upon forty-five (45) days advance written notice to CONTRACTOR, if SCBEC does not obtain funding, appropriations, or other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of SCBEC under this CONTRACT, as determined by SCBEC in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, SCBEC may terminate this CONTRACT in its entirety or may terminate its obligation to provide financial assistance under this CONTRACT for one or more services, immediately

upon written notice to CONTRACTOR or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces the Department of Human Services’ (DHS) legislative authorization for expenditure of funds to such a degree that SCBEC will no long have sufficient expenditure authority to meet its payment obligations under this CONTRACT, as determined by SCBEC is the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken.

* 1. Immediately upon written notice to CONTRACTOR if Oregon statutes or federal laws, regulations, or guidelines are modified or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that SCBEC no longer has the authority to meet its obligations under this CONTRACT or no longer has the authority to provide the financial assistance from the funding sources it had planned to use.
	2. Upon thirty (30) days advance written notice to CONTRACTOR, if CONTRACTOR is in default under this CONTRACT and such default remains uncured at the end of said 30-day period or such longer period, if any, as SCBEC may specify in the notice.
	3. Immediately upon written notice to CONTRACTOR if any license or certificate required by law or regulation to be held by CONTRACTOR is for any reason denied, revoked, suspended, not renewed or changed in such a way that CONTRACTOR no longer meets requirements to deliver the Work. This termination right may only be exercised with respect to the Work impacted by loss of necessary licensure or certification.
	4. Immediately upon written notice to CONTRACTOR, if SCBEC determines that CONTRACTOR or any of its SUBCONTRACTORs have endangered or are endangering the health or safety of a client or others.
1. **Mutual Termination** This CONTRACT may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
2. **Effect of Termination**
	1. Entire CONTRACT.
		1. Upon termination of this CONTRACT in its entirety, SCBEC shall have no further obligation to pay THE CONTRACTOR under this CONTRACT.
		2. Upon termination of this CONTRACT in its entirety, CONTRACTOR shall have no further obligation to perform work under this CONTRACT.
	2. Termination in Part.
		1. Upon termination by SCBEC of part of the work, SCBEC shall have no further obligation to pay CONTRACTOR under this CONTRACT for that work.
		2. Upon termination by SCBEC of part of the work, CONTRACTOR shall have no further obligation to perform that work.
		3. Upon termination by the CONTRACTOR of a part of the work, SCBEC shall have no further obligation to pay THE CONTRACTOR under this CONTRACT for that work.
	3. Obligations and Liabilities. Notwithstanding Section XV. A. and B. above, any termination of the CONTRACT shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
3. **Limitation of Liabilities** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
4. **Return of Property** Upon termination of this CONTRACT for any reason whatsoever, CONTRACTOR shall immediately deliver to SCBEC all of the SCBEC property (including without limitation any Work Products for which SCBEC has made payment in whole or in part) that are in the possession or under the control of CONTRACTOR in whatever stage of development and form of recordation such SCBEC property is expressed or embodied at that time. Upon receiving a notice of termination of this CONTRACT, CONTRACTOR shall immediately cease all activities under this CONTRACT, unless SCBEC expressly directs otherwise in such notice of termination. Upon SCBEC’s request, CONTRACTOR shall surrender to anyone SCBEC designates, all documents, client records, research or objects or other tangible things needed to complete the Work Products.
5. **Insurance** CONTRACTOR shall maintain insurance as set forth in Exhibit D, which is attached hereto.
6. **Records Maintenance and Access** CONTRACTOR shall maintain all financial records relating to this CONTRACT in accordance with generally accepted accounting principles. In addition, CONTRACTOR shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of CONTRACTOR, whether in paper, electronic or other form, that are pertinent to this CONTRACT, in such a manner as to clearly document CONTRACTOR’s performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of CONTRACTOR whether in paper, electronic or other form, that are pertinent to this CONTRACT, are collectively referred to as “Records.” CONTRACTOR acknowledges and agrees that SCBEC, Oregon Department of Human Services (DHS) and the Secretary of State’s Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. CONTRACTOR shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this CONTRACT or until the conclusion of any audit, controversy or litigation arising out of or related to this CONTRACT, whichever date is later. CONTRACTOR shall maintain records in accordance with the records retention schedules set forth in OAR Chapter 166.
7. **Information Privacy / Security / Access** If the Work performed under this CONTRACT requires CONTRACTOR or its SUBCONTRACTOR(s) to have access to or use of any Department of Human Services (DHS) computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants CONTRACTOR or its SUBCONTRACTOR(s) access to such DHS Information Assets or Network and Information Systems, CONTRACTOR shall comply and require all SUBCONTRACTOR(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset: and “Network and Information System” have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
8. **Force Majeure.** Neither SCBEC nor CONTRACTOR shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, act of nature, or war, which is beyond the reasonable control of SCBEC or

CONTRACTOR, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this CONTRACT. SCBEC may terminate this CONTRACT upon written notice to the other party after reasonably determining that the delay or default will likely prevent the successful performance of this CONTRACT.

1. **Assignment of CONTRACT, Successors in Interest**
	1. CONTRACTOR shall not assign or transfer its interest in this CONTRACT without prior written consent of SCBEC. Any such assignment or transfer, if approved, is subject to such conditions and provisions as SCBEC may deem necessary. No approval by SCBEC of any assignment or transfer of interest shall be deemed to create any obligation of SCBEC in addition to those set forth in the CONTRACT.
	2. The provisions of this CONTRACT shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.
2. **Alternative Dispute Resolution** The parties should attempt in good faith to resolve any dispute arising out of this CONTRACT. This may be done at any management level, including at a level higher than persons directly responsible for administration of the CONTRACT. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
3. **SUBCONTRACTs** CONTRACTOR shall not enter into any SUBCONTRACTs for any of the Work required by this CONTRACT without SCBEC’s prior written consent. In addition to any other provisions SCBEC may require, CONTRACTOR shall include in any permitted SUBCONTRACT under this CONTRACT provisions to ensure that SCBEC will receive the benefit of CONTRACTOR performance as if the CONTRACTOR were the CONTRACTOR with respect to Sections I, II, III, IV, VIII, XIX, XX, XXII, XXV, and XXVII of this Exhibit C. SCBEC’s consent to any SUBCONTRACT shall not relieve CONTRACTOR of any of its duties or obligations under this CONTRACT.
4. **No Third-Party Beneficiaries,** SCBEC and CONTRACTOR are the only parties to this CONTRACT and are the only parties entitled to enforce its terms. The parties agree that CONTRACTOR’s performance under this CONTRACT is solely for the benefit of SCBEC to accomplish its mission. Nothing in this CONTRACT gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this CONTRACT.
5. **Amendment** SCBEC may amend this CONTRACT to the extent provided in the solicitation document, if any, from which this CONTRACT arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, consent, modification or change of the terms of this CONTRACT shall bind either party unless it is in writing or signed by both parties. Such amendment, waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. No amendment, modification or change of terms of this CONTRACT shall bind either party unless in writing or signed by both parties. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
6. **Severability** The parties agree that 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 the CONTRACT did not contain the particular term or provision held to be invalid.
7. **Survival** Sections I, IV, V, VI, VII, VIII, XV, XVI, XVIII, XIX, XX, XXIII, XXV, XXVI, XXVII, XXVIII, XXIX, XIX, XXI, and XXII of this Exhibit C shall survive CONTRACT expiration or termination, as well as those provisions of this CONTRACT that by their context are meant to survive. CONTRACT expiration or termination shall not extinguish or prejudice SCBEC’s right to enforce this CONTRACT with respect to any default by CONTRACTOR that has not been cured.
8. **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, by personal delivery, facsimile, or mailing the same, postage prepaid, to CONTRACTOR or SCBEC at the address or number set forth in this CONTRACT, or to such other addresses or numbers as either party may indicate pursuant to this Section
9. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five (5) days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when delivered. Notwithstanding the foregoing, to be effective against SCBEC, any notice transmitted by facsimile must be confirmed by telephone notice to SCBEC Senior Director at the number listed below or any such telephone number SCBEC may provide by written notice to CONTRACTOR. Any communication or notice given by personal delivery shall be effective when delivered to the addressee.

South Coast Business Employment Corp.

Melissa Dovenspike; Senior Services Director 800 N Bayshore Dr

P. O. Box 1118

Coos Bay, OR 97420 Phone: 541-269-2013

Fax: 541-267-0194

Email: mdovenspike@SCBEC.org

XXX CONTRACTOR INFORMATION XXX

1. **Construction** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this CONTRACT.
2. **Headings** The headings and captions to sections of this CONTRACT have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this CONTRACT.
3. **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 signatories to the same counterpart. Each copy of the CONTRACT so executed shall constitute an original.
4. **Waiver** The failure of either party to enforce any provision of this CONTRACT shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
5. **Construction** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this CONTRACT.
6. **Contribution** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now hereafter defined in ORS 30.260 (Third Party Claim) against a party (the Notified Party) with respect to which the other party (Other Party) may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third-Party Claim.

With respect to a Third Party Claim for which SCBEC is jointly liable with the CONTRACTOR (or would be if joined in the Third Party Claim), SCBEC shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the CONTRACTOR in such proportion as is appropriate to reflect the relative fault of SCBEC on the one hand and of the CONTRACTOR on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of SCBEC on the one hand and of the CONTRACTOR on the other hand shall be determined by reference to, among other things, the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. SCBEC’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if SCBEC had sole liability in the proceeding.

With respect to a Third Party Claim for which the CONTRACTOR is jointly liable with SCBEC (or would be if joined in the Third Party Claim), the CONTRACTOR shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by SCBEC in such proportion as is appropriate to reflect the relative fault of the CONTRACTOR on the one hand and other RVCPG on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the CONTRACTOR on the one hand and of SCBEC on the other hand shall be determined by reference to, among other things, the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent he circumstances resulting in such expense, judgments, fines or settlement amounts. The CONTRACTOR’s contribution amount in any instance is capped to the same expense it would have been capped under Oregon law if it had sole liability in the proceeding.

1. **Indemnification by SUBCONTRACTORS** Agency shall take all reasonable steps to cause its CONTRACTOR(s), that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless SCBEC and its officers, employees and agents (Indemnitee) from and against any all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONTRACTOR’s CONTRACTOR or any of the officers, agents, employees or SUBCONTRACTORs of the CONTRACTOR (Claims). It is the specific intention of the parties that the Indemnity shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the CONTRACTOR from and against any all Claims.
2. **Stop-Work Order** SCBEC may, at any time, by written notice to the CONTRACTOR, require the CONTRACTOR to stop all, or any part of the work required by this CONTRACT for a period of up to 90 days after the date of notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, CONTRACTOR shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the

stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, SCBEC shall either:

* 1. Cancel or modify the stop worker order by a supplementary written notice; or
	2. Terminate the work as permitted by either Default or the Convenience provision of Section X, Termination.

**EXHIBIT D**

**SUBCONTRACTOR INSURANCE REQUIREMENTS**

The State of Oregon contracts with SCBEC to provide its programs for seniors and people with disabilities in Coos and Curry Counties. Under the state contract, SCBEC shall require contractors with whom it directly contracts (CONTRACTOR) to maintain insurance as set forth below.

General Requirements. SCBEC shall require its first-tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: 1) obtain insurance as specified below and meeting all the requirements under this agreement before the contactors perform under contracts between SCBEC and the contractor (the Subcontracts), and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to SCBEC. SCBEC shall not authorize contracts to begin work under the subcontracts until the insurance is in full force, Thereafter, SCBEC shall monitor continued compliance with the insurance requirement on an annual or more frequent basis. SCBEC shall incorporate appropriate provisions in the subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples or reasonable steps include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the subcontracts as permitted by the subcontracts or pursuing legal action on enforce the insurance requirements. In no event shall SCBEC permit a contractor to work under a subcontract when SCBEC is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a first-tier contractor is a contractor with whom SCBEC directly enters a contract. It does not include a subcontractor with whom the contractor enters a contract.

1. **Workers Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers’ liability insurance coverage limits of not less than $1,000,000.
2. **Comprehensive General Liability.** CONTRACTOR shall provide and maintain for the duration of this Agreement, comprehensive general liability insurance and/or equivalent self-insured retentions, including the foregoing contractual liability, with a combined single limit of at least $1,000,000 per occurrence and $3,000,000 in aggregate. Such insurance will fully protect CONTRACTOR against any and all liability and claims for damages sustained by any person or entity, caused by, arising from, or resulting from the performance of CONTRACTOR under this Agreement.
3. **Motor Vehicle Liability Insurance.** CONTRACTOR must carry Automobile Liability insurance with a combined single limit of not less than $1,000,000 combined single limit per accident for Bodily Injury and Property Damage for CONTRACTOR’S vehicles, whether owned, hired, or non-owned.
4. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the SCBEC, its officers, employees and agents as Additional Insured’s but only with respect to the CONTRACTOR’s activities to be performed under the CONTRACT. Coverage must be primary and non-contributory with any other insurance and self-insurance.
5. **Tail Coverage.** If any of the required insurance policies is on a claims made basis, such as professional liability insurance, the CONTACTOR shall maintain either tail coverage or continuous claims made cover, provided the effective date of the continuous claims made coverage is on or before the effective date of the CONTRACT, for a minimum of 24 months following the later of: (i) the CONTRACTOR’s completion and SCBEC’s acceptance of all services required under the CONTRACT or, (ii) the expiration of all warranty periods provided under the CONTACT. Notwithstanding the foregoing 24-month requirement, if the CONTRACTOR elects to maintain tail coverage and if the maximum period tail coverage reasonably available in the marketplace is less than the 24-month period described above, the CONTRACT may require and SCBEC may grant approval of the maximum tail coverage period reasonable available in the marketplace. If SCBEC approval is granted, the CONTRACTOR shall maintain tail coverage for the maximum period that tail coverage is reasonable available in the marketplace.
	* 1. **Notice of Cancellation or Change.** The CONTRACTOR or its insurer must provide 30 days’ written notice of SCBEC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
		2. **Certificate(s) of Insurance.** CONTRACTOR shall obtain a certificate(s) of insurance for all required insurance before the CONTRACTOR performs under the CONTRACT. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a claim made basis, the extended reporting period applicable to tailor continuous claims made coverage.

**EXHIBIT E**

**INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT**

**This form is to be reviewed by CONTRACTOR; Corporations other than professional corporations are not required to review this form.**

ORS 670.600 Independent CONTRACTOR; standards. As used in various provisions of ORS chapters 316, 656, 657 and 701, an individual or business entity that performs labor or services for remuneration’s shall be considered to perform the labor or services as an Independent CONTRACTOR if the standards of this section are met:

CONTRACTOR understands that:

* 1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of SCBEC for whom the labor or services are provided to specify the desired results.
	2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business.
	3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services.
	4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services.
	5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made based on an annual periodic retainer. The contractor shall not be paid for unauthorized services rendered or for claimed services which have inadequate proof of actual delivery. SCBEC shall not be obligated to pay for any complete meal or portion of a meal which has not been ordered, arrives a half hour later than the scheduled delivery time without prior notice from the CONTRACTOR, or which does not meet the prescribed pattern. Contractor shall credit SCBEC for such meals, complete meals or portions, according to the actual cost of each item. If fewer meals are delivered than ordered, if adequate portions are not delivered as ordered (shortages), if meals are delivered unsafe for consumption, or if meals/portions are considered unacceptable as determined by the Agency affected, with the exception of those conditions outlined in Excuse for Nonperformance, the Agency may: a) procure food from another source and charge Contractor any reasonable additional cost, above the unit rate provided in this contract, which was spent of necessity by the Agency to provide regularly scheduled meals, or b) if time does not permit the procurement of replacement food, a credit for these items will be issued to the Agency at actual cost, or c) if time does not allow for procurement of additional food, frozen meals may be used to fill the shortage and the Contractor will supply replacement frozen meals. The cost of replacement food procured by the Agency will be shown as a credit on the monthly food service bill.
	6. The individual or business entity providing labor or service is registered under ORS chapter 701, if the individual or business entity provides labor or services for which such registration is required.
	7. Federal and state income tax returns in the name of the business or a business Schedule C or farm Schedule F as part of the personal income tax return were filed for the previous year if the individual or

business entity performed labor or services as an independent CONTRACTOR in the previous year; and

* 1. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is engaged in an independently established business when four or more of the following circumstances exist. CONTRACTOR **must** meet four (4) or more of the following:
		1. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business.
		2. Company advertising or business cards, as is customary in operation of similar businesses, are purchased for the business, or the individual or business entity has a trade association membership.
		3. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services.
		4. Labor or services are performed only pursuant to written CONTRACTs.
		5. Labor or services are performed for two or more different persons within a period of one year; or
		6. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be performed.
	2. Pursuant to OAR 125-246-0330(2), the CONTRACT shall provide that the CONTRACTOR is responsible for federal Social Security, except those categories excluded by law, and for any federal or state taxes applicable to the CONTRACT payment.

Independent CONTRACTOR certifies by signing this CONTRACT that he/she meets the above standards and agrees to perform the labor, or services required by this CONTRACT as an Independent CONTRACTOR.

**EXHIBIT F**

**REQUIRED FEDERAL TERMS AND CONDITIONS**

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, CONTRACTOR shall comply and as indicated, cause all SUBCONTRACTS to comply with the following federal requirements to the extent that they are applicable to this CONTRACT, to CONTRACTOR, or to the Work, or to any combination of the foregoing. For the purposes of this CONTRACT, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions** CONTRACTOR shall comply and require all SUBCONTRACTORs to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply and require all SUBCONTRACTORs to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.
2. **Equal Employment Opportunity** If this Agreement, including amendments, is for more than $10,000, then CONTRACTOR shall comply and require all SUBCONTRACTORs to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations** If this Agreement, including amendments, exceeds $100,000 then CONTRACTOR shall comply and require all SUBCONTRACTORs to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 32), which prohibit the use under non-exempt Federal CONTRACTs, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, HHS and the appropriate Regional Office of the Environmental Protection Agency. CONTRACTOR shall include and require all SUBCONTRACTORs to include in all CONTRACTs with SUBCONTRACTORs receiving more than $100,000, language requiring the SUBCONTRACTOR to comply with the federal laws identified in this section.
4. **Energy Efficiency** CONTRACTOR shall comply and require all SUBCONTRACTORs to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
5. **Truth in Lobbying** the CONTRACTOR certifies, to the best of the CONTRACTOR’s knowledge and belief that:
	1. No federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an 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.
	2. If any funds other than federal appropriated funds have been paid or will 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, the CONTRACTOR shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
	3. The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
	4. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31, U.S. Code. 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.

* 1. No part of any federal funds paid to CONTACTOR under this CONTRACT shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United State Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action or order issued by the executive branch of any State or local government itself.
	2. No part of any federal funds paid to CONTRACT under this CONTRACT shall be used to pay the salary or expenses of any grant or CONTACT recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the United State Congress or and State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of government.
	3. The prohibitions in subsections E and F of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
	4. No part of any federal funds paid to CONTRACTOR under this CONTRACT may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act

except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trial are being conducted to determine therapeutic advantage.

1. **HIPAA Compliance** if the Work provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), CONTRACTOR agrees to deliver the Work in compliance with HIPAA. Without limiting the generality of the foregoing, Work funded in whole or in part with payment provided under this Agreement is covered by HIPAA. CONTRACTOR shall comply and require all SUBCONTRACTORs to comply with the following:
	1. **Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between CONTRACTOR and DHS for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. However, CONTRACTOR shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate DHS Privacy Rules, OAR 410- 014-0000 *et. seq.*, or DHS Notice of Privacy Practices, if done by DHS. A copy of the most recent DHS Notice of Privacy Practices is posted on the DHS web site at<http://www.dhs.state.or.us/policy/admin/infosecuritylist.htm>, or may be obtained from DHS.
	2. **Data Transactions Systems.** If CONTRACTOR intends to exchange electronic data transactions with DHS in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, CONTRACTOR shall execute an EDI Trading Partner Agreement with DHS and shall comply with DHS EDI Rules.
	3. **Consultation and Testing.** If CONTRACTOR reasonably believes that the CONTRACTOR’s or DHS’ data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, CONTRACTOR shall promptly consult the DHS Information Security Office. CONTRACTOR or DHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the DHS testing schedule.
	4. All information regarding a consumer obtained while providing services shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the consumer, his/her attorney or guardian, or unless a legal order is issued under ORS 192.377-192.464. This requirement is not intended to prohibit the disbursement of aggregate data which does not identify individual consumers nor to limit the communication between SCBEC and the CONTRACTOR in the provision of service to the consumer or in the administrative, monitoring, or evaluation activities of SCBEC or other delegated parties.
		1. The use or disclosure of information concerning participants shall be restricted to the administration of the contract. Confidentiality policies apply to all requests from outside sources. SCBEC and Contractor will share all pertinent information affecting services.
		2. Any permanent and temporary staff delivering mail through the meal site courier system and other Contractor personnel having access to participant and/or provider information shall complete and sign a Confidentiality Statement upon hire.
2. **Resource Conservation and Recovery** CONTRACTOR shall comply and require all SUBCONTRACTORs to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
3. **Audits**
	1. CONTRACTOR shall comply and, if applicable, require a SUBCONTRACTOR to comply, with the applicable audit requirements and responsibilities set forth in this CONTREACT and applicable state or federal law.
	2. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds including but not limited to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
4. **Debarment and Suspension** CONTRACTOR shall not permit any person or entity to be a SUBCONTRACTOR if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or No procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and CONTRACTORs declared ineligible under statutory authority other than Executive Order No. 12549. SUBCONTRACTORs with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
5. **Drug-Free Workplace** CONTRACTOR shall comply and require all SUBCONTRACTORs to comply with the following provisions to maintain a drug-free workplace: (a) CONTRACTOR certifies that it will provide a drug- free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in CONTRACTOR's workplace or while providing services to the DHS Clients. CONTRACTOR's notice shall specify the actions that will be taken by CONTRACTOR against its employees for violation of such prohibitions; (b) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, CONTRACTOR's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (c) Provide each employee to be engaged in the performance of Work under this Agreement a copy of the statement mentioned in paragraph (a) above; (4) Notify each employee in the statement required by paragraph (a) that, as a condition of employment to perform Work under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (5) Notify DHS within ten (10) days after receiving notice under subparagraph (4) from an employee or otherwise receiving actual notice of such conviction; (6) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (7) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (a) through (6); (8) Require any SUBCONTRACTOR to comply with subparagraphs (a) through (7); (9) Neither CONTRACTOR, or any of CONTRACTOR's employees, officers, agents or SUBCONTRACTORs may perform any Work required under this Agreement while under the

influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the CONTRACTOR or CONTRACTOR's employee, officer, agent or SUBCONTRACTOR has used a controlled substance, prescription or non-prescription medication that impairs the CONTRACTOR or CONTRACTOR's employee, officer, agent or SUBCONTRACTOR's performance of essential job function or creates a direct threat to the DHS Clients or others. Examples of abnormal behavior include, but are not limited to hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to slurred speech, difficulty walking or performing job activities; (10) Violation of any provision of this subsection may result in termination of the Agreement.

1. **Pro-Children Act** CONTRACTOR shall comply and require all SUBCONTRACTORs to comply with the Pro- Children Act of 1994 (codified at 20 USC section 6081 et. seq.).
2. **Medicaid Services** CONTRACTOR shall comply with all applicable federal and state laws and regulations pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 USC Section 1396 et. seq., including without limitation:
	1. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time-to-time request. 42 USC Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
	2. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
	3. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
	4. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. CONTRACTOR shall acknowledge CONTRACTOR’s understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
	5. Entities receiving $5 million or more annually (under this CONTRACT and any other Medicaid CONTRACT) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, CONTRACTORs and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).
3. **Disclosure**
	1. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities:
		1. the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or manage care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, partner, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
	2. 42 CFR Part 455.4343 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
	3. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider who has been convicted of a criminal offense related to that person’s involvement with the Medicare, Medicaid or Title XXI program in the last 10 years.
	4. THE CONTRACTOR shall make disclosures required by this Section X to SCBEC. SCBEC reserves the right to take such action required by law, or where SCBEC has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.
4. **Agency-based Voter Registration If applicable, CONTRACTOR** shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
5. **Record Retention** the HIPAA Privacy Rule states that covered entities must maintain its privacy policies and procedures, and any other documentation of an activity and action as a result of those policies, in written or electronic form for six or more years.
6. Federal Intellectual property Rights Notice The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this CONTRACT, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms grant and award refer to funding issued by the federal funding agency to the State of Oregon. The CONTRACTOR agrees that is has been provided the following notice:
	1. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or other wise use the Work, and to authorize others to do so, for Federal Governments purposes with respect to:
		1. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
		2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
	2. The parties are subject to applicable federal regulations, governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.
	3. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights indicate first produced under a grant, subgrant or agreement under a grant or subgrant.

# APPENDIX B – MANAGEMENT EVALUATION TOOL

|  |  |  |  |
| --- | --- | --- | --- |
| Management | Maximum Allowable Points |  | Evaluation Committee Scoring |
| Failure or Refusal to Complete a Contact | 4 |  |  |
| Management Experience, Education, Training, and Qualifications | 4 |  |  |
| Organizational Structure | 4 |  |  |
| Qualified, Appropriate and Adequate Personnel | 4 |  |  |
| Fiscal System and Procedures | 4 |  |  |
| Organization Charts (Entire Organization, Specific to Meal Program) | 4 |  |  |
| Duties, Minimum Qualifications and Salary Ranges | 4 |  |  |
| Financial Statement | 4 |  |  |
| Most Recent Audit | 4 |  |  |
| Fiscal Solvency/Cash Flow | 4 |  |  |
| **Totals** | 40 |  |  |

# APPENDIX C – TECHNICAL EVALUATION TOOL

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical** | **Maximum Points Allowed** |  | **Committee Scoring** |
| Meal Capability | 4 |  |  |
| Verbal Orders | 3 |  |  |
| Assure meals are ready by 7 a.m. | 3 |  |  |
| Standardized Recipes | 4 |  |  |
| Three-Month Menu | 4 |  |  |
| Menu Development Process and Timeline | 3 |  |  |
| Person Responsible for Menu Development | 3 |  |  |
| System For Evaluating Menus | 3 |  |  |
| Menu Seasonal Variety | 4 |  |  |
| Menu Modifications/Lower Cost Unit | 3 |  |  |
| Food Palatability and Acceptability | 4 |  |  |
| Special Diets | 3 |  |  |
| Frozen and Shelf-Stable Meals | 3 |  |  |
| Purchasing Standards | 3 |  |  |
| Methods to Create Cost Efficiencies | 2 |  |  |
| Driver / Kitchen Supervisor | 4 |  |  |
| Licenses, Safe and Sanitary Environment, Repairs | 4 |  |  |
| Process for SCBEC Purchases | 2 |  |  |
| Qualified and Appropriate Personnel | 4 |  |  |
| Policies and Procedures | 3 |  |  |
| Training Requirements | 4 |  |  |
| Monthly Record and Reporting System | 4 |  |  |
| Recycling | 2 |  |  |
| SCBEC Special Orders | 2 |  |  |
| Business Office(s) | 3 |  |  |
| Communication with all meal sites | 3 |  |  |
| Additional non-F&F Business | 2 |  |  |
| Emergency Contact(s) | 3 |  |  |
| Local Contact for SCBEC staff | 3 |  |  |
| Sanitation and Safety | 4 |  |  |
| Transition Plan | 4 |  |  |
| **Totals** | 100 |  |  |

# APPENDIX D – MEAL PROGRAM PROPOSAL REFERENCE CHECK

Proposer’s Name:

Reference provided by:

Organization:

Phone:

1. What services did you receive from the Proposer?
2. Did you have a CONTRACT? Yes No
	1. How long?
	2. Where?
	3. Total CONTRACT amount?
	4. Reimbursement rates?
	5. Approximate number of participants per month served?
	6. Approximate number of meals served per month?
	7. Approximate size of area?
	8. Type of participant population?
3. Did Proposer complete the term of the CONTRACT? Yes No If not, why not?
4. What were your impressions of staff and volunteer training?
5. How would you describe the quality of meals served?
6. Did they adhere to safe food handling regulations? Please provide records of scores.
7. How was Proposer’s communication and cooperation with your organization’s staff? (Give examples.)
8. Was participant confidentiality maintained? Yes No
9. If you did any participant satisfaction surveys, what were the results?
10. Were bills submitted timely and accurately? Yes No
11. How would you describe their reporting capabilities?
12. Were requests for information responded to appropriately and timely?

 Yes No

1. Did Proposer initiate any new procedures or service delivery methods to improve quality or efficiency of services?

 Yes No If yes, describe:

1. What do you think Proposer’s strong points are?
2. What do you think the Proposer’s weak points are?
3. Would you CONTRACT with Proposer again? Yes No
4. Is there anything else you would like to say about Proposer?
5. How would you rate services?

 Excellent Good Acceptable Unacceptable Reference check completed by:

Date:

# APPENDIX E – STAFF RECOMMENDATIONS AND REFERENCES TOOL

Staff Rating

Maximum Allowable Points

|  |  |  |
| --- | --- | --- |
|  2  | Proposal Format Completed as Specified |  |
|  2  | Completed and signed Application Summary |  |
|  2  | Signed and dated Statement of Assurances |  |
|  2  | Fully completed Management, Technical and Pricing Proposals |   |
|  2  | All Attachments requested in RFP provided |   |
|  10  | Total maximum allowable points |   |
| References |  |  |
|  10  | References – see attached form |  |