

**Request for Proposals
Cowlitz County
Corrections Department**



RFP Documents & Specifications for

CCCD Food Services

May, 2014

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REQUEST FOR PROPOSALS
Cowlitz County Corrections Department
Inmate Food Services

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Cowlitz County, Washington, will receive sealed proposals for Inmate Food Services for the Cowlitz County Correctional Facility.

Please be advised that sealed Proposals for, Inmate Food Services will be accepted by the Cowlitz County Board of Commissioners, 207 4th Avenue, Room 305, Kelso, Washington 98626, on or before **Monday, July 07, 2014**. All proposals submitted must be sealed and received by Cowlitz County no later than 11:00 a.m. PDT on the aforementioned date.

Proposals will be opened July 8th, 2014, at the above address.

General instructions, proposal requirements and specifications for submitting proposals for Inmate Food Services can be obtained from:

Cowlitz County Corrections Department
Chris Moses, Jail Captain
1935 1st Ave.
Longview, Wa. 98632
Telephone: (360) 577-3094 Extension 2212
mosesc@co.cowlitz.wa.us

This RFP is being made available by electronic means and can be obtained online at www.co.cowlitz.wa.us/cccd/. If accepted by such means, the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the proponent's possession and the version maintained by CCCD, the version maintained by the CCCD shall govern.

You are required to email your business name, contact person, address, phone number, and fax number to Chris Moses, Jail Captain at MosesC@co.cowlitz.wa.us, to be placed on the proponent's list. Failure to do so will prevent you from receiving any addenda that are issued and deem you non-responsive.

A copy of the Request for Proposals is also on file with the Cowlitz County Clerk of the Board.

The Board reserves the right to reject any and all bids, to waive any informalities in the bids, and to accept other than the low bid if it appears to be in the best interests of the county.

DATED this _____ day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Michael A. Karnofski, Chairman

James R. Misner, Commissioner

Dennis P. Weber, Commissioner

Attest:

Tiffany Ostreim

Clerk of the Board

Date of Publication _____ Day of _____ 2014

REQUEST FOR PROPOSALS

Cowlitz County Corrections Department, Cowlitz County, Washington

Food Services

SECTION 1: PROJECT OBJECTIVE AND INSTRUCTIONS

1.1 Scope of Work

It is the purpose of this Request for Proposal (RFP) to obtain proposals from qualified food service management companies (FSMC) to provide Food Services for the Cowlitz County Corrections Department and/or Local Educational Agency (LEA) including those detained at the Cowlitz County Juvenile Detention Center, utilizing the following objectives:

- Operate the Food Service program in an ethical and humane manner with respect to the inmate's rights to be provided Food Services.
- Daily Food services to include breakfast, lunch, and dinner to both facilities.
- Development and implementation of a food service plan with clear objectives, policies and procedures.
- The operation of a kitchen, using only properly licensed, certified, and permitted food service professionals.
- Maintain an open and cooperative relationship with the administration and staff of the Cowlitz County Corrections Department and Cowlitz County Juvenile Detention Center.
- Provide food for employees as needed.
- Food services will utilize inmate workers, with the exception of employee meals.

1.2 Proposal Timeline

The following projected timetable should be used as a working guide for planning purposes. Cowlitz County reserves the right to adjust this timetable during the course of the RFP process.

Issue Request for Proposals (RFP)	May 2014
Notice of Request for Proposals Published in The Daily News	May 21, 2014
Proposals Due to Cowlitz County Corrections Department	July 7, 2014
Proposals Opened	July 8, 2014
Evaluation & Review Committee Evaluation of Proposals	July 9-21, 2014
Evaluation & Review Committee Recommendations	July 22, 2014
Award RFP	July 25, 2014

Approve Contract by:

August 12, 2014

Contract(s) in Place

August 25, 2014

1.3 General

The Cowlitz County Corrections Department is seeking proposals from qualified Food Service Companies (FSMC) to provide food services to the Cowlitz County Adult Facility and the Cowlitz County Juvenile Facility. Service delivery may also include limited food services to Cowlitz County Jail staff and the Cowlitz County Juvenile staff. No additions or corrections to the response to this RFP will be allowed after the awarding of a contract, without written consent from Cowlitz County.

All proposals must remain valid for a minimum of sixty (60) days from the proposal due date.

The successful vendor will be required to sign a one (1) year contract with Cowlitz County. Thereafter, the contract may be renewed, upon mutual, written agreement of the parties, for up to four (4) additional subsequent one (1) year terms. Each renewal will be based on a yearly review of the services provided by the vendor.

The vendor must be willing to sign a contract no later than August 11, 2014 and be ready to begin services on August 25th, 2014.

1.3.1 Definitions

The term "RFP" refers to this Request for Proposal document.

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

For the purpose of this RFP, the terms "contractor," "vendor," "proposer," "respondent", and "FSMC" are used interchangeably.

The term "LEA" (Local Education Agency) refers to Cowlitz County Corrections Department.

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

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

1.4 Proposal Preparation Costs

The vendor is responsible for any costs associated with the development, preparation, transmittal, and submission of any proposal or material submitted in response to the RFP. Cowlitz County assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a proposal by a respondent, the evaluation of the proposal, or the selection of any respondent for further negotiations.

1.5 Addenda to this Request for Proposals

Cowlitz County will not be responsible for oral interpretations given by any of its employees, representatives, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to the RFP, Cowlitz County will attempt to notify all prospective vendors who have secured the RFP; however, it will be the responsibility of each vendor, prior to submitting a proposal, to contact the Project Manager listed in Section 1.7 to determine if addenda were issued and to make such an addenda part of its proposal.

1.6 Proposal Submittal

One unbound original, one electronic copy (CD or Flash Drive), and three (3) copies of all responses/proposals are due before 3:00pm on June 27, 2014. These responses are to be delivered in a sealed envelope marked with the respondent's name, address, with a title "CCCD Food Services" addressed to:

Captain Chris Moses
Corrections Department
1935 1st Ave
Longview, WA 98632

Proposals received after this date and time will not be considered. Oral, telephonic, telegraphic, or facsimile transmitted proposals will not be accepted.

1.7 Questions Regarding this Request for Proposals

Any written questions and written responses regarding this procurement will be submitted to the named party, below. This party is the only representative of the County who has the authority to respond to questions relative to this RFP. Any questions about this RFP must be in writing, Email is preferred, and shall be referred to:

Captain Chris Moses
1935 1st Ave
Longview, WA 98632
360/577-3088
MosesC@co.cowlitz.wa.us

There will be NO mandatory pre-proposal meeting held for this RFP. Proposers wishing to tour the facility prior to the proposal due date may make arrangements by calling Captain Chris Moses, at (360) 577-3088. A site tour is not mandatory. Any statements made at any site tour are not binding on the County unless confirmed by written addendum.

1.8 Format for Proposals

All vendors are advised to read this RFP in its entirety. This RFP is intended to result in a full responsive and comprehensive contract between Cowlitz County and a highly qualified food services vendor (Please reference Appendix H (Cowlitz County Standard Contract Terms and Conditions)). Failure to read and/or understand any portion of this RFP shall not be cause for waiver of any provision of this RFP.

Proposals must include, but are not limited to, the following information:

- State, in a clear and concise manner, the vendor’s understanding of the required services and propose a plan for the required services, which includes all of the minimum qualifications listed throughout this RFP.
- The vendor shall provide with the RFP response proof of financial stability in the form of financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the vendor to be capable of meeting the requirements of this RFP.
- A resume that includes a list of all jails the vendor has contracted, for food services, with in the last five years, including the jail size and contact information. Submission of a proposal gives the County the right to contact any or all of the jails the vendor has contracted with. The contact information must include:
 - The agency name work was performed for.
 - The name of a contact person familiar with the vendor.
 - The telephone number of the contact person.
 - The address of the jail.
 - The date the vendor started.
 - Whether or not the contract is still in effect.
 - If the contract is no longer in place, the circumstance that led to the expiration or termination of the contract and the date on which the contract ended.
- A full and complete staffing plan with the number of actual hours per week to be worked on-site.
- Resumes of the vendor’s proposed key personnel (found below). If these are not known at the time the proposal is submitted, they must be submitted within two weeks after notification of favorable consideration and start of contract negotiations.
 - On-site food service manager
 - Regional manager (or the person to whom the on-site Food Service manager reports) if there will be one

- Regional director (or the person to whom the Regional manager reports) if there will be one
- A specific monthly price for the first year of the contract and a proposal for price increase for subsequent years, keeping in mind Section 1.16 Price and Section 2.2 Expenses that outline the responsibility of costs. The Vendor will also provide an alternate proposal based on per meal price for Juvenile Meals.
- Any special billing and payments terms by the County to the vendor.

1.9 Proposal Evaluation and Contract Award Process

Proposals will be evaluated by a committee made up of, but not limited to:

1. Director, Cowlitz County Corrections Department
2. Captain, Cowlitz County Corrections Department
3. Director of Financial Management, Cowlitz County
4. Civil Attorney, Cowlitz County

Final selection will be based on the evaluation of proposals, unless it is deemed necessary by the committee to conduct interviews of closely scored respondents. The respondent determined best qualified to perform the services requested will be awarded a contract(s).

Each response shall be evaluated to determine if the respondent meets the qualification criteria of the solicitation and if the technical specifications in the response meet the minimum requirements. Cowlitz County reserves the right to contact respondents to clarify any technical specification in the response.

The responses to the RFP will be evaluated for content based on the vendor's qualifications (i.e. organization's history and background), the vendor's financial capability to perform the requirements outlined in the RFP, the merits of its proposed program of services and proposed personnel related to the delivery of food services and the cost considerations associated with their response.

The evaluation Committee will evaluate proposals based on the following criteria. A maximum score of 100 points will be used to evaluate proposers. Each of the following elements shall have the stated maximum point value.

Factor Number	Maximum Rating Points	Factor Description
1.	30	Cost of Proposed contract and financial structure.
2.	25	References of present and prior food service contracts
3.	20	The experience, ability, management skills, work record and other attributes of the proposed on-site manager.
4.	20	The experience, financial stability, responsibility and work record of the FSMC (Contractor) in management of food service programs.
5.	5	Any other relevant factors listed in the RFP
	100	Total Possible Points

The ultimate award, when made, will be awarded to the vendor determined by Cowlitz County, in its sole discretion, to have submitted the best proposal, taking into consideration the vendor's qualifications, proposed program of services and the cost thereof. The County reserves the unqualified right to award this contract to other than the vendor with the lowest priced proposal, namely: County reserves the right to make award by items, groups, classes, or items as a whole (or not at all) in whichever is deemed to be in the best interest of the County.

In addition, the County may elect to negotiate specifications, terms, and conditions, including final contract price, with one or more of the vendors receiving favorable consideration, all at the sole discretion of the County.

1.10 Vendor Qualifications

All vendor qualifications will be evaluated to determine the company which, in the sole judgment of the County, will best fit the needs of the County. The vendors' qualifications will be evaluated on:

- The level of experience and past performance.
- The number of years in correctional food services.
- The vendors' documented financial stability.
- References, either submitted with the proposal, or known to the County.
- Responsiveness to this solicitation.

All vendors must carry insurance as outlined in Appendix B. The vendor should submit with their proposal a letter of intent from an insurance company authorized to do business in the state of Washington stating its willingness to insure the vendor to the terms of the contract.

1.11 Other Important Information

The NOTICE OF REQUEST FOR PROPOSALS, INSTRUCTION TO FSMC's (CONTRACTORS), GENERAL REQUIREMENTS, SPECIFICATIONS, AND PROPOSAL SUBMITTALS are part of all contracts and purchase

orders that are issued as a result of this proposal. It is understood by each FSMC (Contractor) that tender of this proposal carries with it the implied agreement to all the terms and conditions contained herein, and no inconsistent terms shall be incorporated in the contract between the successful proposer and the County.

By submitting this information, the vendor represents that it has examined and understands this RFP and has become fully informed of all the requirements of the RFP. All terms and conditions set forth in this RFP are accepted and incorporated in the submission, unless explicit exception is made to individual items and accepted by the County.

By submitting a response, the vendor represents that it possesses the technical capabilities, financial resources, and personnel necessary to provide the services requested in the RFP.

Complete Responses: Responses submitted by Respondents that do not comply with all of the requirements of this Request for Proposals may be considered non-responsive. The County reserves the right, however, at its sole discretion, to waive minor administrative irregularities.

Ambiguous Statements: All responses to Proposal Requirements should be stated as concisely as possible. Ambiguous statements, such as "All reasonable effort to provide," and the like, may be grounds to declare the proposal non-responsive.

Proprietary Information: If a proposal contains information the Respondent does not wish disclosed to the public, or used for any purpose other than the evaluation of this proposal, all such information must be submitted with indications on each page that the material is "Proprietary", "Confidential" and/or a "Trade Secret." The County will take reasonable steps within the limitations of Public Disclosure laws to assure that information contained in the proposal remains confidential throughout the proposal evaluation process. Throughout the duration of the procurement process and contract term, any vendor must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by the procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of a vendor's proposal or termination of contract.

Note: Cowlitz County is subject to Public Disclosure laws. Requests to keep proprietary information provided to the County in response to this RFP will be evaluated according to exemptions for disclosure under the law.

Preparation and Delivery Costs: The County will not be liable for any cost incurred in the preparation and delivery of the proposal. Respondent is encouraged to use the most economical means to prepare and deliver the proposal.

Applicants shall assume full responsibility for timely delivery of proposals at the specified location and time.

Once submitted, all proposals become the property of Cowlitz County.

Proposals may not be modified, withdrawn, or cancelled after the time set for opening, or before award of a contract, unless award is delayed for a period exceeding sixty (60) days from opening the proposals. Prior to the time and date designated for receipt of proposals, the proposal may be modified or withdrawn by written notice to the County at the place designated for receipt of proposals. Proposals that are withdrawn may be resubmitted up to the date and time designated for the receipt of proposals, provided the revised proposal is in full conformance with this Request for Proposals.

Limitations: This request for proposal does not commit the County to award a contract or pay any costs incurred in the preparation of a proposal in response to this request.

The County reserves the right to reject any or parts of any and all proposals, to re-advertise this request, to postpone or cancel at any time this Request for Proposals process, or to waive any irregularities in this request or immaterial irregularities in the proposal(s) received as a result of this request. Also, the determination or criteria and process whereby proposals are evaluated, the decision as to which organization(s) shall receive a contract, or whether or not a contract shall ever be made as a result of this request, shall be at the sole discretion of the County. All decisions of the County are final.

Background Investigations: By submitting a proposal in response to this Request for Proposals, you are giving permission to the County to investigate you and your company and background with regard to any matter bearing on the desirability of the County doing business with you. The results of the investigation may be taken into consideration by the County in making its decision.

No Oral Agreements: No oral agreement or conversation with the County or any official, employee, or agent of Cowlitz County, either before or after execution of a contract, shall affect, modify, or add to any of the terms or obligations contained in the contract documents. Any such oral agreement or conversation shall be considered as unofficial information and in no way binding upon Cowlitz County, unless subsequently put in writing.

Clarifications and Oral Presentations: The County reserves the right to contact Respondent to clarify responses. Subsequent to the initial evaluation, a request for an oral presentation may be made. The County will not be liable for any cost incurred in the preparation and delivery of any oral presentations.

Request for Proposal Preparation: Due care and diligence has been exercised in the preparation of this Request for Proposals and all information contained herein is believed to be substantially correct; however, the responsibility for determining what is necessary for a complete response to this Request for Proposal rests solely with those making proposals. Neither the County, nor its representatives or agents, shall be responsible for any error or omission in this request, nor for the failure on the part of the Respondents to determine the full extent of the requirements.

Independent Contractor: It is specifically understood and agreed by and between the parties, hereto that Respondent is to be an Independent Contractor and not an agent or employee of Cowlitz County. The Respondent shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees and subcontractors.

The Respondent shall have no authority whatsoever to obligate the County to neither make any payments to another party nor make any promises or representation of any nature on behalf of the County, without specific written approval of the County. In the event the Count incurs any liability with regard to the matters set forth in this section, the Respondent shall indemnify the County and hold it harmless.

The laws of the State of Washington shall govern the interpretation, administration, and enforcement of the contract entered into by and between the vendor and Cowlitz County. Any and all legal action brought to enforce or interpret any contract shall be brought and maintained exclusively in the appropriate state court in Cowlitz County, Washington.

1.12 Optional Cost Incentives

If a vendor would like to propose a deviation from the specifications in this RFP for the purpose of lowering cost and/or improving performance, it is encouraged to do so. In that case, the vendor should (a) provide a complete written description of the deviation, (b) an explanation of how the deviation still achieves the underlying goal of the specifications, and (c) a statement that it is prepared to satisfy the specifications as originally stated in this RFP in the event that the County declines the proposed deviation.

1.13 Non Collusion Affidavit

All vendors must sign a Non-Collusion affidavit as provided in Appendix A of this RFP. This must be signed by an authorized representative of the vendor's company having the authority to legally bind the vendor.

1.14 OSHA and WISHA Requirements

The FSMC (Contractor) agrees to comply with conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), Section 103 of the Contract Work Hours and Safety Standards Act that addresses overtime and compensation, and the standards and regulations issued thereunder and certifies all items furnished and purchased under this order will conform to and comply with said standards and regulations. The FSMC (Contractor) further agrees to indemnify and hold harmless the County from all damages assessed the County as a result of FSMCs (Contractors) failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.

1.14.1 Prison Rape Elimination Act (PREA)

The Vendor acknowledges that Cowlitz County has a zero-tolerance policy regarding sexual assault and harassment in accordance with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42. U.S.C.

15601 ET. Seq.). The Vendor further acknowledges compliance with all applicable PREA Standards, Cowlitz County Policies related to PREA and Cowlitz County Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Cowlitz County Facilities. The Vendor acknowledges that, in addition to "self-monitoring requirements" Cowlitz County may conduct announced or unannounced compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and Cowlitz Policies may result in immediate termination of the contract.

1.15 Agreement of Terms

All vendors must provide a statement written on the vendor's official letterhead stating that the vendor fully understands and agrees to follow all of the parameters contained within this RFP and that all costs to satisfy this RFP have been included in the response. This statement must acknowledge that any additional costs that the successful vendor did not include in their response to this RFP, and discovered after the project has been awarded, will be the responsibility of the vendor. This must be signed by an authorized representative of the vendor's company having the authority to legally bind the vendor.

1.16 Price

In an effort to assist with the determination of proposed contract price, assume an Adult inmate population of 277 (which is based off of the 2013 ADP) and a Juvenile inmate population of 23.

The price is to include the furnishing of all services, labor, materials, equipment, insurances, licenses and applicable taxes necessary or proper for the completion of the work.

The successful Vendor is requested to provide, in its proposal, the following:

- (a) The Vendor will provide a per meal price for Juvenile Meals and Adult Meals on separate proposal sheets.
- (b) The per meal price shall be subject to review no more often than once each year at the anniversary date of entry of the contract and shall not exceed an increase of 5% for any given year. (Please detail how you will arrive at a proposed increase for each year)
- (c) Meal Equivalent Defined. For fixed price per meal purposes, the number of meal equivalents shall be determined by dividing the total of all food sales except reimbursable meal and snack sales (including sales of adult meals, a la carte meals, snack bar, catering, conference, and any other function sales) by the current USDA free lunch meal reimbursement rate plus USDA commodity foods value to determine the meal equivalency rate. The basis for computing meal equivalency shall comply with OSPI Memorandum No. 018-14 Report 1800 and be fully described by the FSMC. SFSP program meals cannot be

included in the meal equivalent calculations. These programs require separate accountability.

- (d) The prices per meals shall be guaranteed for a period of one year unless there is a change in the scope of services, at which time the parties shall negotiate mutually agreeable financial terms. This shall include FSMC estimates of the number of school days, number of students, number of NSLP, SBP, and SFSP meals and meal equivalents anticipated for the term of the contract.

SECTION 2: SCOPE OF SERVICES

2.1 Background

The Cowlitz County Corrections Department is required to provide food services to the inmate population. The Corrections Department is made up of one facility. The vendor will be required to staff an on-site manager at the Jail facility. The vendor will also be required to provide food services to the Cowlitz County Juvenile Detention Center, located within a 1/4 mile of the Jail annex. The vendor's proposal and contract shall comply with the RFP and will all of the NSLP and SBP.

The following is a list and description of each of the County's facilities:

- Main Jail – The main jail is actually known as the annex. This facility houses general population male/female inmates, as well as the medical unit. The average daily population for 2013 was 277 inmates.
- Juvenile Detention Center – This facility is located ¼ mile down the street from the annex. This facility houses all the juvenile detainees. The average daily population for 2013 was approximately 23.

2.2 Scope

Currently, food is prepared at the Jail Annex for all jail inmates and juvenile detainees. The Juvenile Detention participates in the National Lunch Program (NSLP), and School Breakfast Program (SBP). It is the intent of the Cowlitz County Corrections Department to seek proposals from qualified food service management companies (FSMC) for the intent of selecting a FSMC (Contractor) to manage both the Cowlitz County Corrections Department and the Juvenile detention center food services. The County wishes to enter into a contract with the successful FSMC (Contractor), to provide a food service program for the Facility for a period of one year with up to four one-year renewals, beginning August, 2014. The purpose of this document is to obtain proposals from prospective FSMCs (Contractors), to establish the terms of any subsequent agreement, and to obtain as complete data as possible from which the FSMC (Contractor) will be selected. FSMC (Contractor) will be selected from the prospective FSMCs

(Contractors) that are judged by the County to be best able to meet the criteria considered in the selection process and are judged most advantageous to the County.

A. NLSP & SBP (Juvenile Meal Requirements)

The contractor shall meet new meal patterns and nutrition standards as defined in the final rule for [Nutrition Standards in the National School Lunch and School Breakfast Programs](#) (7 CFR Parts 210 and 220). The rule requires LEAs to increase the availability of fruits, vegetables, whole grains, and fat-free and low-fat fluid milk in school meals; reduce the levels of sodium, saturated fat and trans fat in meals; and meet the nutrition needs of school children within their calorie requirements. The new meal patterns took effect July 1, 2012 for NSLP and July 1, 2013 for SBP.

- (1) National School Lunch and School Breakfast Programs. Food-based menu planning is used for the Juvenile site for lunch and breakfast. The successful Contractor will meet the guidelines established by the Federal Government for the National Lunch Program and the School Breakfast Program for breakfast and lunch for the juvenile detainees.
- (2) The proposal and contract offered must comply with all Federal and State requirements pertaining to the National School Lunch Program (NSLP), School Breakfast Program (SBP), the Special Milk Program, Summer Food Service Program (SFSP) (7 CFR Parts 210, 215, 220, 225, 226, 250, 3015, 3017, 3018 and OMB Circular No. A-102, Attachment O) for those meals prepared for juvenile detainees. In addition, FSMC's (Contractor's) proposal and contract shall comply with the "Final Rule," requirements of 7 CFR Part 250 for "Management of Donated Foods in Child Nutrition Programs, the Nutrition Services.

Double click on the below table and enter the LEA # only from the drop down list.

Enter LEA #	08-458-6808				
Base Year 2012-13	Lunch	Breakfast	Snacks	Ala Carte	Total Meal Equivalents
Serving Days	365	365		\$ -	
Meals	7,870	8,180	0		
Conversion Factor				\$ 3.1075	
Meal Equivalents	7,870	5,453	0	0	13,323

- (3) The FSMC (Contractor) agrees to the “Buy American” provision in compliance with Section 12 of the National School Lunch Act 42 USC 1760.
- (4) The County shall maintain approval and signatory responsibility for free meals and free milk in accordance with 7 CFR Part 245. Such responsibilities include the approval of applications for such meals and/or milk, conduct of any hearings related to such determinations and verification of applications for free and reduced-price meals.

B. Personnel

The FSMC (Contractor) shall employ a resident food service manager to operate the Facility food service program and work in close liaison with the Facility. FSMC’s (Contractor’s) proposed manager must have experience in fully secure jail and /or juvenile detention facility food service operations. The FSMC’s (Contractor’s) manager must be available within the facility or attending to facility business to ensure normal operating responsibilities are taken care of.

The County reserves the right to accept or reject the FSMC’s (Contractor’s) selection of the food services manager.

The Manager’s responsibilities will include, but shall not be limited to, providing the following:

- Normal operating responsibilities.
- Short-range budget and financial planning.
- Long-range budget and financial planning.
- Weekly and/or monthly reports and financial data.
- Collaborating routinely with Facility management on food service operations.

It shall be the FSMC’s (Contractor’s) policy to maintain the highest ethical relationships with its customers, employees, suppliers, and competitors.

C. Food Preparation and Transportation

Meals shall be prepared and/or delivered in accordance with all applicable health and sanitary regulations and prepared at the locations presently used. The FSMC (Contractor) shall ensure health certification requirements are met.

The cost of transporting prepared meals from agreed upon preparation locations to other facilities (Juvenile detention) will be borne by the County.

The Facility will not pay for meals that are spoiled at the time of delivery, do not meet the detailed specifications for each food and menu item specified for the National School Lunch and Breakfast Programs (for Juvenile meals), or do not otherwise fulfill the requirements of this contract.

D. Purchase and Inventories

The FSMC (Contractor) and the County shall jointly conduct an inventory count of all foods and supplies owned by the County and presently located at various kitchens and warehouses prior to initiation of the program. Inventories will continue to be the property of the County. Disposition and/or acquisition of capital equipment must be approved in advance by the County.

Procurement of supplies and equipment will comply with all state and federal laws applicable to bidding and purchasing. The FSMC (Contractor) will be responsible for purchasing and paying for all food supplies for County necessary for complying with this agreement on a reimbursable basis. The purchases and prices charged the County must be reasonable and necessary.

FSMC (Contractor) shall fully disclose all discounts, rebates, allowances, and incentives received by the FSMC (Contractor) from its suppliers. If the FSMC (Contractor) receives a discount, rebate, allowance, or incentive from any supplier, the FSMC (Contractor) must disclose and return to the County the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the County. All discounts, rebates, allowances, and incentives must be returned to the Cowlitz County Corrections department during a mutually agreed upon timeframe that is beneficial to the County.

FSMC (Contractor) shall assume full control, protection, replenishment, storage, and issue of all foods and supplies contained in County's inventory. FSMC (Contractor) shall have use of current storage areas for inventory storage as deemed appropriate by the County.

All USDA commodities shall accrue to the benefit of the County and ownership shall remain with the County as required by USDA regulations.

Any silence, absence, or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the County are to be used.

E. Facilities and Equipment

The County is responsible for providing existing facilities and equipment for the food service operation. Existing refrigerator/freezer storage at the facility shall be provided by the County for use by the FSMC (Contractor).

The County shall be responsible for the repair and maintenance of all facilities and equipment in the food preparation, storage, and delivery.

The County will provide inventory storage space currently assigned to food service at the kitchen and warehouse. Additional needs may be accommodated if County facilities allow.

In the event the FSMC's (Contractor's) proposal calls for additional equipment or building modifications, this should be indicated in a plan included in the proposal along with costs, detailed descriptions, and locations. The County would be responsible for the purchase, delivery, and installation of said equipment.

The FSMC (Contractor) shall not use County facilities for other than County-approved business.

The County will provide a suitable office area, within the Facility, for the FSMC (Contractor) and required staff. Suitable office furnishings and equipment shall be provided, as agreed upon by the FSMC (Contractor) and the County, as well as adequate maintenance of equipment and custodianship of premises. Sufficient telephone service will be provided by the Facility as established by contract.

F. Finance and Accounting

The FSMC's (Contractor's) records, both costs and revenues, shall be made available for internal audit by County at any time, and annual audit upon reasonable notification.

Books and records of the FSMC (Contractor) pertaining to the facility food service operation must be maintained on Facility premises and shall be available as required by state and federal regulations for inspection and audit by either the County, state, or federal auditors. The facility food service operation books and records shall be retained for three years plus the current year or until any unresolved audits are closed per 7 CFR 210.23(c).

Release of any financial information pertaining to the facility food service program will not be allowed except as arranged through and approved by the County.

The FSMC (Contractor) shall provide information for the preparation of state, federal, and County fiscal and management reports and other special reports as required by government regulations or County requirements. Preparation of breakfast and lunch claims for reimbursement shall be the responsibility of the County.

As required by NSLP and SBP regulation, the County must retain signature authority for all aspects of the food service program.

The County shall retain control of the quality, extent, and general nature of its food service.

State sales taxes and federal excise tax are not to be included in any item of this proposal, for purposes of comparison.

G. Contract Compliance

The contract shall comply with the federal and state regulations regarding school lunch, breakfast, and summer food programs.

H. Program Information (Juvenile Meals)

Interested FSMCs (Contractors) are required to utilize the participation levels, meal prices, and federal reimbursements as detailed in Program Information that enables the County to compare proposals from the various FSMCs (Contractors).

(a) Participation/Prices:

Participation Categories	Lunch Price/Meal	Daily Lunch Count	Breakfast Price/Meal	Daily Breakfast Count
Youth	Free		Free	

Participation Categories	Daily Lunch Serving Days	Daily Breakfast Serving Days
Serving Days	365	365

(b) NSLP and SBP Reimbursement Rates:

Category	Federal Lunch	Federal Breakfast	Federal Snack
Free	\$2.95	\$1.89	
Reduced			
Paid			

(c) Serving Time/Program

NSLP/SBP Location	FTE Enroll.	Lunch Srv Time	Brkfst. Time	Config	NSLP	SBP	Method
Cowlitz County Juv					X	X	Satellite

Notes:

NSLP = Indicates participation in the National School Lunch Program

SBP = Indicates participation in the Nationals School Breakfast Program

* Indicates method of service:

Base base kitchen – preparing food for self and other facilities

Satellite receiving food prepared from a base kitchen

(d) Allocation of Costs

Utility costs (heat, electricity, etc.	Provided by Facility Operator
----------------------------------------	-------------------------------

Delivery Costs of prepared foods from base kitchen to schools, including fuel and vehicle costs	Provided by Facility Operator
-------------------------------------------------------------------------------------------------	-------------------------------

The County does have thermal tray containers for hot food transport

I. Food Service Program and Offerings

1. The FSMC (Contractor) shall provide an Adult and Juvenile 21-day cycle menu which complies with state and federal regulations. This menu shall be a part of the proposal. Changes thereafter to the menu require County approval. The FSMC (Contractor) agrees to implement menu changes proposed by the facility.

This menu will be used as a basis for projecting costs. The FSMC must adhere to the FSMC developed menu for the first 21-days of meal service. The menu shall meet the requirements stated in Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Changes thereafter may be made with the approval of the LEA. Any changes must equal or exceed the choice selection, quality, grades, and specifications contained in the original menu cycle.

The FSMC shall provide a reimbursable lunch and breakfast meal pattern which meets the nutrition standards stated in section 201 of the Healthy, Hunger-Free Kids Act of 2010 (Pub. L. 111-296, HHFKA) amended Section 4(b) of the NSLA, 42 USC 1753(b). Refer to Exhibit D titled “Nutrition Standards in the National School Lunch and School Breakfast Programs” for meal pattern requirements.

FSMC may not change or vary the menus after the first cycle menu for the NSLP, SBP, SFSP or the a la carte items without written approval of LEA. LEA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR §210.16) Any changes or variances requested by FSMC for substitutions to LEA menu of lower quality food items shall be justified and documented in writing. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to LEA, OSPI and USDA for review upon request. (7 CFR 210.16(b)(1))

J. U.S. Department of Agriculture – Certification (Contracts exceeding \$25,000)

It shall be the FSMC's (Contractor's) policy to maintain the highest ethical relationships with its customers, employees, suppliers, and competitors. In order for the County to evaluate past performance in this area, please complete and submit with your proposal the USDA "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Appendix E).

K. Certification of Independent Price Determination

The FSMC (Contractor) certifies that the prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other FSMC (contractor) or with any competitor. Please complete the attached certification regarding certification of independent price determination and submit it with your proposal (Appendix D)

L. Certification Regarding Lobbying (contracts exceeding \$100,000)

The FSMC (Contractor) may not influence or attempt 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 any of the following covered federal actions: 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. Please complete the attached certification regarding lobbying and submit it with your proposal (Appendix F)

M. Clean Water Act

The contractor must comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Energy Policy and Conservation Act, Executive Order 11738 and EPA regulations. Violations will be reported by Federal Nutrition Services (FNS). FSMC will not utilize a facility listed on the EPA List of Violating Facilities. (Appendix C)

N. Use of Donated Food

- (a) The FSMC shall credit the County for the value of all donated food, entitlement and bonus, received for use in meal service in the school year, including the value of donated foods in processed end products.
- (b) The FSMC shall list on the invoice for the period, the value of commodities received, and deduct the amount of value from the total owed by County for the meals/meal equivalents served.
- (c) The value of commodities for entitlement and bonus is the average USDA purchase price as listed by OSPI. For processed commodities it is the processing agreement value.
- (d) The FSMC shall be responsible for ordering and selecting USDA donated foods in coordination with the County; the storage and management of the donated foods; procuring processed end products on behalf of the County; and payment of processing fees or submittal of refund requests on behalf of the County or remittance of funds for the value of donated foods in processed end products to the County in accordance with 7 CFR 250.

- (e) The FSMC will use all available USDA donated ground beef, ground pork, and processed end products in the County food service consistent with agreed upon menu cycles.
- (f) The FSMC will use all other USDA donated foods in the County's food service.
- (g) The FSMC will procure processed end products on behalf of the County in compliance with the requirements of subpart C of 7 CFR 250 and credit the County for the value of donated food in the processing end product at the processing agreement value.
- (h) The FSMC will not enter into the processing agreement with the processor as required in subpart C of 7 CFR part 250.
- (i) The FSMC will comply with the storage and inventory requirements for donated foods.
- (j) The County, OSPI, Comptroller General, USDA or their duly authorized representatives, may perform onsite review of the food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- (k) The FSMC must maintain the following records relating to the use of the donated foods in accordance with 7 CFR Sec. 250.54(b):
 - i. The donated food and processed end product received from or on the behalf of the LEA for use in meal service.
 - ii. Documentation that it has credited the County for the value of all donated food received for use in the County's food service in the school year, including the value of donated foods contained in processed products.
 - iii. Documentation of the FSMC's procurement of processed end products on behalf of the County.
- (l) Extensions or renewals of the contract are contingent upon fulfillment of all contract provisions relating to USDA donated foods.

O. Coordination with the Administration and Staff

The vendor shall provide a plan to assure that appropriate coordination with correctional administration and staff is maintained. The on-site supervisor shall meet with the Captain responsible for the medical program and/or other members of the jail staff at least once a week. The regional administrator, or equivalent, shall meet with the Director or his/her designee monthly. The vendor shall regularly confer with the facility administration at these meetings regarding any existing health related procedures at the jail and any proposed changes in health related procedures, as well as any other matter which either party deems appropriate.

P. Indemnification

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

This paragraph shall survive the completion, expiration, and/or termination of the agreement awarded pursuant to this RFP.

The vendor shall also indemnify the County against all liability and loss in connection with, and shall assume full responsibility for, the payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to activities of the Consultant, and the agents or employees of the Consultant.

Q. Insurance

Throughout the duration of this Agreement, vendor shall maintain insurance in the coverage and amounts and meeting the other requirements specified in Appendix B, which is attached hereto and by this reference incorporated herein. Before beginning work, vendor shall furnish the County with a certificate of insurance evidencing compliance with the requirements of this paragraph. The vendor shall not allow any subcontractor to begin work until the subcontractor has obtained similar insurance, which shall be subject to the County's prior written approval. Such approval shall not unreasonably be withheld. All companies providing insurance to vendor and any subcontractor must do so pursuant to a certificate of authority issued by the State of Washington, and must be otherwise reasonably satisfactory to the County.

R. Expenses

The following is a list of expenses and the party responsible for covering those costs:

Vendor

- All vendor employee wages and benefits
- Policies and procedures development
- Travel expenses
- Publications and subscriptions
- All required insurance as specified in this RFP

County

- Existing Kitchen equipment
- Repairs or replacement on existing equipment
- Office supplies
- Long-distance phone calls

Negotiable

- Additional Kitchen Equipment – to be negotiated based on equipment needed. .

Any contract(s), whether single or multiple, that may result from this RFP shall hold that the vendor is solely responsible for fulfillment of the contract with Cowlitz County. Cowlitz County will make payment to only this vendor. Subcontracting is the sole responsibility of the vendor and all sub-vendors selected by the vendor must be pre-approved by County for legal, technical, performance and historical considerations, which may influence the approval or disapproval of any proposed sub-vendor.

S. Specifications and Program requirements (Adult population)

- (a) All menus and special diets must meet the standards for adult holding and detention facilities as established by the ACA. A registered dietician will approve all menus prior to service. All meals served will be in compliance with USDA caloric intake recommendations and will provide an average of 2600 calories per day in addition to all required nutrients.
- (b) The Vendor is to provide high quality food service in accordance with industry standards. Food and food service will meet all applicable federal, state, and local guidelines, laws, and regulations and will meet other guidelines as prescribed by the American Correctional Association (ACA).
- (c) Three (3) meals per day, Dinner must be a hot meal, seven (7) days per week served to the inmate population. Meals will be available to staff as desired.
- (d) A 21 day cycle menu is to be submitted in the proposal. Proposers are asked to use the same menu types.

- (e) The Vendor shall warrant that all meals will be served at appropriate temperatures and in accordance with all health code rules and regulations. The food will be prepared in a manner that is palatable, and visibly pleasing complete with condiments if indicated.
- (f) Religious and medical diets conforming to special religious or physician-ordered specifications shall be provided at no additional cost to Cowlitz County.
- (g) The Vendor shall provide all consumable supplies and food products that are required for the food service operation. Upon termination of the contract, for any reasons, Cowlitz County shall purchase or cause the successor food service provider to purchase, all usable supplies and food products at the food service provider's invoice cost.
- (h) Should Cowlitz County implement a garden, the Vendor shall make full use of the available produce when they are wholesome, and appropriate to the menu.
- (i) The Vendor shall provide an on-site manager. The remainder of the Kitchen staff will be employees of the Cowlitz County Corrections Department. Currently the County has three (3) full time cooks.
- (j) Inmate labor will be provided. The inmates shall be selected using the classification process of CCCD.
- (k) Inmates shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning of the kitchen.
- (l) Well-defined operational policies and procedures to include, at a minimum, those required by ACA standards, and in concert with Cowlitz County and procedures for service delivery. CCCD shall develop the policies and procedures necessary to specify the role of food services in a jail setting and to provide liaison between the food service and security staff.
- (m) Prior to Cowlitz County approval for employment; an applicant screening shall be conducted. The successful Vendor shall provide a completed background packet on each employee applicant prior to employment and admission into the Jail.
- (n) Cowlitz County may prohibit entry to the Cowlitz County Facility, or remove therefrom, a contract employee who does not perform his/her duties in a professional manner, or who violates CCCD's security rules and procedures.

Appendix A

Non-Collusion Affidavit

**Cowlitz County Corrections Department
Inmate Food Services
Request for Proposal
May 2014**

By submission of the Proposal, the Vendor certifies that:

- This proposal has been submitted, independently, without collusion with other Vendors or with any competitor or potential competitor.
- This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor.
- No attempt has been made to induce any other person, partnership or corporation to submit or not to submit a proposal.
- The person signing this affidavit certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and, under penalties of perjury, affirms the truth thereof, such penalties being applicable to the vendor as well as to the person signing on its behalf.

Signed: _____

Printed: _____

Title: _____

Company Name: _____

Appendix B
INSURANCE REQUIREMENTS

COMPREHENSIVE GENERAL LIABILITY:

Bodily injury, including death. \$1,000,000 per occurrence, \$2,000,000 aggregate

Property damage \$1,000,000 per occurrence, \$2,000,000 aggregate

ERRORS AND OMISSIONS or PROFESSIONAL

LIABILITY \$1,000,000 per occurrence, \$2,000,000 aggregate

WORKERS COMPENSATION: Statutory amount

AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death \$1,000,000 per occurrence, \$2,000,000 aggregate

Property damage liability \$1,000,000 per occurrence, \$2,000,000 aggregate

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such insurance carried by the Contractor shall be primary over any insurance carried by Cowlitz County and the Contractor shall ensure that such insurance is primary and non-contributory. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the Cowlitz County Corrections Director within twenty (20) days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify and hold harmless shall apply to any liability beyond the scope of insurance coverage.

CANCELLATION

The Cancellation Notice on the bottom of the Certificate of Insurance shall read as shown below:

CERTIFICATE HOLDER	CANCELLATION
<p>COWLITZ COUNTY 207 FOURTH AVENUE NORTH KELSO, WA 98626-4124</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.</p>

	AUTHORIZED REPRESENTATIVE
--	----------------------------------

ENDORSEMENT

THE CONTRACTOR'S INSURANCE COMPANY MUST PROVIDE A STANDARD CERTIFICATE OF INSURANCE SHOWING THE ABOVE REQUIRED COVERAGE AND THE FORMS WILL BE MODIFIED TO CONFORM TO THE FOLLOWING ENDORSEMENT. THE FOLLOWING ENDORSEMENT MUST ALSO BE SIGNED BY THE INSURER.

1. Cowlitz County; Cowlitz County Board of Commissioners; the individual members of the Cowlitz County Board of Commissioners; and all other elected or appointed officials and all agents and employees of Cowlitz County while acting in their capacity as such will be recognized as additional insured but only as respect to the Agreement (contract) between the above insured and Cowlitz County.

2. This policy(ies) will be considered as primary insurance and exclusive of any insurance carried by Cowlitz County, and the insurance evidenced by this certificate will be exhausted first, notwithstanding the fact that Cowlitz County may have other valid and collectable insurance covering the same risk.

3. This policy(ies) will not be canceled nor reduced in coverage until after 30 days' written notice of such cancellation or reduction in coverage shall have been mailed to this certificate holder.

Certified _____, 2014.

By _____

Insurance Authorized Representative

Appendix C

Clean Air and Water Certificate

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate.

_____	<u>Cowlitz County Corrections</u>
NAME OF FOOD SERVICE MANAGEMENT COMPANY	NAME OF LOCAL EDUCATION AGENCY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE

DATE

SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE

DATE

Appendix D

Certificate of Independent Price Determination

Both the Local Education Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Cowlitz County Corrections

NAME OF FOOD SERVICE MANAGEMENT COMPANY NAME OF LOCAL EDUCATION AGENCY

A. By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the Food Service Management Company certifies that:

1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
2. He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any

governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE

DATE

In accepting this offer, the LEA certifies that no representative of the LEA has taken any action that may have jeopardized the independence of the offer referred to above.

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE

DATE

Note: Accepting a bidder's offer does not constitute award of the contract.

Appendix E

Suspension and Debarment Certification

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$25,000.

U. S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Appendix F

Certification Regarding Lobbying Disclosure of Lobbying Activities

(Complete the form that is applicable.)

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional LEA, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional LEA, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact

with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Appendix G

AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT

FSMCs (Contractors) who desire to provide Cowlitz County Corrections with supplies and/or professional services must comply with the following affirmative action contract requirements. During performance of this contract, the Vendor agrees as follows:

1. Vendor agrees to comply with all Local, State, and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
2. The FSMC (Contractor) will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or mental or physical handicap. The FSMC (Contractor) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The FSMC (Contractor) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. The FSMC (Contractor) will, in all solicitations or advertisements for employees placed by or on behalf of the FSMC (Contractor), state that all qualified applicants will receive consideration or employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
4. The FSMC (Contractor) will send to each labor union or representative or workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the FSMCs (Contractors) affirmative action commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Any Vendor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from Cowlitz County, or shall be subject to other legal action or action or contract cancellation unless a satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Section 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

ACKNOWLEDGMENT: The Undersigned acknowledges that he/she has read and understands the foregoing.

SIGNATURE

DATE

FSMC NAME

Appendix H

Cowlitz County Standard Contract Terms and Conditions

STANDARD CONTRACTUAL TERMS AND CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment ____ during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment _____. Unless specifically stated in Attachment _____, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment _____.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the Cowlitz County Corrections Director.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment ____ and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Cowlitz County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Cowlitz County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Cowlitz County for any payments made or required to be made by Cowlitz County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Cowlitz County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Cowlitz County Corrections Director . Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Cowlitz County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may

terminate this contract upon thirty (30) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

(a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

(b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

The County agrees to defend, indemnify and save harmless the Contractor, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the Contractor, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the County, its subcontractors, its successor or assigns, or its or their agent, servants, or employees, the Contractor, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the Contractor, its appointed or elected officials or employees.

It is further provided that no liability shall attach to the Contractor by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Cowlitz. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the Cowlitz County Corrections Director determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Cowlitz County Corrections Director determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the Cowlitz County Corrections Director set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Cowlitz County Corrections Director which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

COMPREHENSIVE GENERAL LIABILITY:

Bodily injury, including death. \$1,000,000 per occurrence, \$2,000,000 aggregate

Property damage \$1,000,000 per occurrence, \$2,000,000 aggregate

ERRORS AND OMISSIONS or PROFESSIONAL

LIABILITY. \$1,000,000 per occurrence, \$2,000,000 aggregate

WORKERS COMPENSATION: Statutory amount

AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death \$1,000,000 per occurrence, \$2,000,000 aggregate

Property damage liability \$1,000,000 per occurrence, \$2,000,000 aggregate

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such insurance carried by the Contractor shall be primary over any insurance carried by Cowlitz County and the Contractor shall ensure that such insurance is primary and non-contributory. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the Cowlitz County Corrections Director within twenty (20) days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify and hold harmless shall apply to any liability beyond the scope of insurance coverage.

18. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars (\$500) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

19. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

20. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

21. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

22. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the Cowlitz County Corrections Director shall be final

and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the Cowlitz County Corrections Director are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Cowlitz County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the Cowlitz County Corrections Director or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

23. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

24. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment ____). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the Cowlitz County Corrections Director's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the Cowlitz County Corrections Director by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the Cowlitz County Corrections Director demands repayment of funds.

25. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the Cowlitz County Corrections Director.

For purposes of this Agreement, the Cowlitz County Corrections Director is:

Marin Fox Hight

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Corrections Director as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

26. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

27. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Cowlitz County is named as an express third-party beneficiary of such contracts with full rights as such.

28. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.

29. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

30. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

31. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the Cowlitz County Corrections Director. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

32. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

33. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Applicable federal, state and local statutes, ordinances and regulations;
- (b) Scope of Work and Compensation;
- (c) Special Terms and Conditions; and
- (d) Standard Terms and Conditions.

34. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by written instrument and signed by the parties.

35. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

36. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

37. Survival. Without being exclusive, Paragraphs 4,7,13,14,15,16,19,20,21,23,24,32,33,34,35,36,37 of these Standard Terms shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

38. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.