

**SEICAA SENIOR SERVICES  
Meals On Wheels Program**

**2020 REQUEST FOR PROPOSAL**

**BIDDERS PACKAGE**

**COMPLETE BID PACKAGES MUST BE RETURNED TO:**

**SEICAA  
641 N. 8<sup>TH</sup> AVENUE (Mailing)  
825 E. BRIDGER STREET (Physical)  
POCATELLO, IDAHO 83201**

**Or**

**Electronic Submission: [information@seicaa.org](mailto:information@seicaa.org)**

**NO LATER THAN THE CLOSE OF BUSINESS (5:30 P.M)**

**TUESDAY, MAY 26, 2020.**

**LATE OR INCOMPLETE PACKAGES  
WILL NOT BE CONSIDERED.**

## INVITATION TO BIDDERS

Southeastern Idaho Community Action Agency, Inc. (SEICAA) is accepting bids for the provision of hot and frozen meals for its Meals On Wheels program. Each meal must provide at least 1/3 of the Required Dietary Allowance (RDA) established by USDA. The contract period will begin on July 1, 2020 and end June 30, 2023.

A bidder's conference will not be held. All questions are to be sent to **information@seicaa.org** no later than May 18, 2020 at 4:30pm. All questions will be responded to via email to all those that have requested a bid packet.

Completed bid packages are due to SEICAA no later than close of business (5:30pm) May 26, 2020 via one of the contact methods noted on the front page.

**SOUTHEASTERN IDAHO COMMUNITY ACTION AGENCY  
MEAL ON WHEELS**

**REQUEST FOR SEALED BID PACKAGE**

**General Information**

**Southeastern Idaho Community Action Agency Inc. (herein referred to as SEICAA) desires to subcontract with a food service provider for the preparation of hot and/or frozen meals to be delivered by SEICAA Meals On Wheels.**

**SEICAA Meals on Wheels has been providing nutritious meals to elderly and disabled homebound citizens since 1963. Meals On Wheels averages 200 meals daily to Bannock County residents.**

All potential food service providers must be aware of the following:

- The successful bidder will be designated the Food Service Provider beginning **July 1, 2020** and ending **June 30, 2023**. The contract must be designed to provide continuous service for the full term of the contract. The meal price for each renewed year of the contract will be negotiated separately. Negotiations will be based upon availability of funds and/or satisfactory performance levels in the preceding year(s).
- No exceptions will be made to the time frames established for submission of documents.
- The awarded Bid in its' entirety, will become part of the contract signed by SEICAA and the Food Service Provider selected through this bid process.
- If proposals are received that do not have any competition in the bidding process, the proposal will be evaluated by SEICAA staff members to determine the adequacy of the proposal.
- SEICAA reserves the right to award the bid based on past performance, unit cost or business references.
- SEICAA reserves the right to reject any and all bids.

## SUBMISSION INSTRUCTIONS

The Bid Package is to be submitted in its entirety, along with any supporting documents. All sections of the RFP will become an integral part of the contract. Any attachments must be on letter size (8 ½" x 11") paper. Incomplete bid packages will be rejected. All sealed bid packages must be mailed or delivered to the address below.

Completed bid packages must be received at the SEICAA office in Pocatello, no later than Tuesday, May 26th at 5:30 pm via one of the contact methods noted on the front page. **Late or incomplete proposals will not be accepted.**

## BIDDERS QUESTIONS

There will not be a bidder's conference. Questions must be submitted via email. All contact information is listed below. Deadline for questions is the close of business (4:30pm) May 18, 2020. All questions will be answered via email to all recipients of a bid package.

Direct questions to: **information@seicaa.org**

**SOUTHEASTERN IDAHO COMMUNITY ACTION AGENCY**

**MEALS ON WHEELS**

**BID COVER SHEET**

**Submitted by:**

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**Name of Organization**

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Contact Person Name/Title:** \_\_\_\_\_

**IRS Employer ID Number:** \_\_\_\_\_

**Legal Status of Bidder ~ Check all that apply:**

\_\_\_\_\_ **Corporation/Business**

\_\_\_\_\_ **Non-profit Corporation**

\_\_\_\_\_ **Other**

I certify to the best of my knowledge, the information contained in this proposal is accurate and that I have the legal authority to obligate this business organization to a contractual agreement. I realize that funding for food service is based upon available funds and the approval of the Southeastern Idaho Community Action Agency

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**Authorized Signature**

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**Date**

## Organizational Qualifications

**Please answer the following questions in a complete but concise manner. If the space provided is not adequate, additional pages may be added.**

Do the following documents exist in your organization and are they available for review upon request? **Note: Health Inspection, Health District & Business License must be provided with Bid Proposal**

<u>YES /</u>	<u>NO N/A</u>	
___	___	Personnel Policies & Procedures Manual
___	___	Operations Policies & Procedures Manual
___	___	Staff Job Descriptions
___	___	Insurance Coverage/Workers Compensation
___	___	Americans w/Disabilities Act Requirements
___	___	<b>Health District License</b>
___	___	<b>Health Department Inspection</b>
___	___	<b>Business License</b>

## Proposed Unit Cost

1. Proposed per meal cost \_\_\_\_\_

## **Experience, Organization and Staff Capacity**

2. Briefly describe the catering and/or food service experience of your organization. Include years of operation, qualifications of staff and volunteers and any additional strengths your proposal has to offer.
3. All staff (paid and otherwise) must receive orientation before providing nutrition services. Rules governing food safety and sanitation standards for food establishments (IDAPA 16.02.19) provide for mandatory food and sanitation training for supervisory personnel. At least one employee of the establishment who is in a supervisory position is to be trained and on duty during all hours of food preparation and food services operations and to have credentials to validate that such training has been successfully completed.

How many employees/volunteers are certified food managers? \_\_\_\_\_

How many employees/volunteers are certified food handlers? \_\_\_\_\_

4. Please indicate the areas covered in training new kitchen personnel and for on-going training of existing personnel.
5. Describe your current compliance with affirmative action and non-discrimination in employment and providing food service. Explain any other working conditions such as a Drug-Free Workplace, etc.
6. How will you handle and document client and contract complaints if received?
7. SEICAA Meals on Wheels requires meals through all types of weather conditions and emergency situations. Describe your organization's emergency procedures in the event your kitchen is not operational (i.e. power outage, inoperable equipment, unavailable staff etc.) or kitchen staff is decreased for unforeseen reasons.

8. Describe your organization's experience in the provision of food service with strict dietary requirements, multiple daily changes, time limits and large numbers of meals.
  
9. All meals must be packaged in individual trays (i.e. 3-part containers) with covers. Cold foods must be packaged separately in containers with covers. All foods must be maintained at proper temperatures. Describe how your organization can supply these items and maintain proper temperatures for various foods. (Note: SEICAA Meals on Wheels provides coolers and ovens for transportation)
  
10. Contractor will receive a list of all clients who receive Meals on Wheels meals. Describe how confidentiality on behalf of the client will be maintained. Does your organization utilize a confidentiality statement for employees? If so, enclose as an attachment.

## **ADDITIONAL FACTORS**

11. What other strengths uniquely qualify your organization/business to provide meals for the Meals on Wheels program.
  
12. Additional comments you wish to provide.



## **BUSINESS REFERENCES**

**Please list business references below. Please list a daytime phone number for each reference.**

1. Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Business Address: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

2. Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Business Address: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

For further references, additional pages may be added.

**Information—Need not be returned but will become part of contract.**

### **FOOD SERVICE DEFINITION AND SCOPE OF WORK**

Fresh, hot (or other as deemed appropriate) meals must be provided Monday through Friday. Frozen meals must be provided, as needed, throughout the week and on Fridays for weekend consumption. The Meals on Wheels Program provides meals (hot, frozen or otherwise) 365 days of the year (including holidays and inclement weather days) and the food service provider must be able to accommodate this requirement. Meals must stay moist, tasty and edible for up to 4 hours after they leave the kitchen for delivery.

#### **PREPARATION SCHEDULE:**

Currently, approximately 1,000 meals are prepared each week (approx. 200 hot meals per/day on weekdays and a total of 250 frozen for weekend consumption). Meal loading and delivery begins at approximately 9:30 a.m. The number of meals may vary each day. Changes can/will be made to meals (i.e. addition or deletion of a client's meal) as late as 9:00 a.m. the day of delivery. The food service provider is expected to adjust the meals accordingly. The food service provider must maintain an accurate daily count of meals

#### **MENU:**

Federal regulations require each meal meet a minimum of 1/3 of the current RDA requirements. The Food Service Provider must prepare meals that have been certified to meet these requirements by a Registered Dietician. All foods used in meal preparation shall be obtained from sources that comply with the Idaho Food Code, IDAPA 16.02.19 and shall be of good quality.

Menus will be provided monthly to Food Service Provider. New meals (certified by a dietician) and/or ideas are encouraged and will be considered, however meals must be submitted in advance to SEICAA for approval and integration into cycle. Menus are to be reviewed by food service provider and communication is encouraged to ensure that meals received to the participant are tasty and carefully planned out (i.e. no repeat items from one day to the next, switching meal days for more appropriate meals for freezing, etc.).

Menus are to be followed precisely. Any deviations or substitutions are to be arranged immediately with SEICAA staff (i.e. change due to food delivery truck problem, etc.).

Food service provider will be responsible for insuring that items packaged for consumption are fresh (not stale, over-ripened, past expiration dates) and are prepared using USDA standards for that particular food item.

Each week's menus must include, at a minimum, three foods that are rich sources of Vitamin A, and one daily rich source of Vitamin C. A combination of foods may be used to meet these vitamin requirements.

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Each meal must conform to a meal pattern by including the following:

MEAT OR MEAT ALTERNATE GROUP: No less than three (3) ounces of a cooked, edible portion of meat, fish, fowl, eggs or cheese. Meat alternates such as cooked dried beans or peas, seeds, nuts or peanut butter may be used occasionally to supplement protein and to add variety to the menu.

VEGETABLES GROUP: No less than two (2) cup raw leafy greens and one (1) cups cooked servings. All vegetables may be used.

FRUIT GROUP: No less than two-thirds (2/3) cup servings. All fruits may be used. Water-packed fruit is to be used when canned fruit is on the menu. If water-packed is not possible, draining/rinsing of fruit to minimize the sugars will be necessary.

BREAD OR GRAIN ALTERNATE GROUP: No less than one (1) two (2) oz serving enriched or whole grain bread, biscuits, muffins, rolls, sandwich buns, cornbread and other hot breads. Bread alternates may also include enriched or whole grain cereals, or cereal products such as spaghetti, macaroni, dumplings, pancakes, etc. Must be at least ½ whole grains. A minimum of six (6) oz whole grain a week

FAT EXCHANGE GROUP: One (1) serving

DESSERT GROUP: One (1) half-cup serving. Substitute desserts (i.e. sugar-free) must be served to participants whose diets require this. Dessert must be provided at least twice per week. Special desserts for holidays are encouraged.

MILK GROUP: One-half pint. Vitamin A and D fortified 2% and skim milk must be made available.

**OTHER REQUIREMENTS:**

Salt and sugar shall be used only very sparingly in food preparation. A meal containing more than 1,500 mg of sodium may be served only once in a 30-day menu cycle. All meals are to be prepared low sodium or no-added sodium. When pre-mixed or canned items are purchased, low sodium items are to be utilized when possible (i.e. low sodium gravies and sauces).

A standard measuring system must be implemented to assure that portions served are uniform and comply with meal pattern requirements. Less than standard portions shall never be served in order to stretch available food to serve additional persons.

A meal must be prepared for each individual, allowing for individual dietary needs, and the client's name must be written on those meals made to accommodate a special diet.

Substitutions based on medical dietary needs and individual health preferences must be made. A modified diet is defined, at a minimum, as diabetic, no red meat, no poultry, texture-modified diet, etc. Food service providers are encouraged to prepare all meals as low fat, no added sugars or salts. Texture-modified usually indicates a need for soft

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or pureed foods. In some instances, meats or other items may need to be chopped, by food service provider, for easier consumption by client.

Individual meal trays must have at a minimum of three (3) separate compartments. If bread and butter are to be packaged separately, it is to be in an airtight wrapper.

Cold foods must be packaged separately in containers with covers. All foods must be maintained at proper temperatures. Hot foods cannot be delivered if their temperature is not maintained at 135°F or above. Refrigerated foods cannot be delivered if not maintained at between 32°F and 45°F. SEICAA Meals on Wheels will provide transporting ovens and/or insulated carriers to the food service provider.

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## **SUBCONTRACT AND STANDARD TERMS AND CONDITIONS**

The parties to this Subcontract are Southeastern Idaho Community Action Agency hereinafter referred to as SEICAA and **(Name of Service Provider)**, hereinafter referred to as the Service Provider. The Service Provider will be providing services under this Subcontract for SEICAA's Meals on Wheels program.

### **RECITALS**

**WHEREAS**, SEICAA is responsible for providing hot and nutritious meals to homebound persons;

**WHEREAS**, SEICAA desires to purchase food services for eligible persons (eligibility determined by SEICAA) using Federal/State and local funds subject to the continuing availability of said funds;

**WHEREAS**, the Subcontract has been awarded through a competitive bidding process and,

**WHEREAS**, the Service Provider agrees to perform certain services for SEICAA under the terms and conditions set forth in the bid submitted to SEICAA on May 26, 2020 and the terms and conditions set forth in this Subcontract and for the fees established in this Subcontract;

**NOW THEREFORE**, it is agreed between the parties in consideration of the promises set forth herein:

### **I. PURPOSE**

#### **1.1 Purpose**

This Subcontract shall be for the purpose of providing food services specified herein to eligible individuals as determined by SEICAA's Meals on Wheels program. This service is provided pursuant to applicable plans and program goals of SEICAA.

### **II. DESCRIPTION OF SERVICES**

#### **2.1 Statement of Work**

The Service Provider shall provide food services pursuant to the description provided in the RFP bid documents heretofore submitted and in the Statements of Work and Special Terms and Conditions attached or as identified below.

Under this subcontract the Service Provider agrees to provide food services for the Meals on Wheels Program subject to the quality criteria by applicable Federal, State and Local standards; and under compliance with all applicable State and local licensing requirements.

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Under this subcontract packaged meals will be made available for each day of the week (including Saturday & Sunday). The number of meals will vary daily, with morning phone calls to complete any changes. Written schedules will be provided to the Service Provider. Special meals will have individual's name written on his or her entrée. Meals will be packaged in approved containers.

Delivery area, including kitchen, ramp, parking areas and all other locations directly connected with SEICAA's pick-up/delivery service area will be safe and free of tripping or falling hazards that could cause harm or injury to employees and/or volunteer staff of SEICAA. SEICAA employees and volunteers will be assisted, when necessary, in lifting and moving meals from the Service Provider kitchen into delivery vehicles provided by SEICAA. SEICAA staff and volunteers will deliver meals to their designated locations.

Information given to the Service Provider pertaining to meal recipients will remain confidential between SEICAA and the Service Provider.

**III.  
CONTRACT PERIOD AND FUNDING**

3.1 Subcontract Terms

The term of this Subcontract shall begin July 1, 2020, and continue through June 30, 2023, unless terminated by either party as hereinafter provided. SEICAA reserves the right to re-bid the meal preparation service at the conclusion of any year without exercising the renewal option. The food service provided herein shall be designed to provide continuous service for the full term of this Subcontract.

3.2 Renewable subsequent years Negotiations

The bid price per meal will be negotiated separately for each subsequent and succeeding year of this Subcontract. Negotiations will be based upon availability of funds and/or satisfactory performance in the preceding year(s).

3.3 Subcontract contingent upon Funding

This Subcontract and the services to be provided hereunder are contingent upon SEICAA continuing to receive Federal, State and/or local funding.

3.4 Effect of Termination of Federal, State and/or Local Funding

In the event Federal, State and/or Local funds are reduced from current levels or terminated, the financial participation of SEICAA shall be reduced accordingly or terminated.

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**IV.  
REPRESENTATIVES OF THE PARTIES  
AND CHANGE IN SERVICE DELIVERY**

4.1 Authorized Representative

The representatives of the respective parties who are authorized to administer this Subcontract and to whom formal notices, demands and communications shall be given are as follows:

A. The representative of SEICAA shall be:

Debra Hemmert, Chief Executive Officer  
Southeastern Idaho Community Action Agency  
641 N. 8<sup>th</sup> Avenue  
Pocatello, ID 83201  
(208) 232-1114

B. The representative of the Service Provider shall be:

**Organization:**  
**Name:**  
**City, State, Zip**  
**Telephone:**

4.2 Change in Designation

If the name or address of the person designated to receive notices, demands or communications is changed, written notice shall be given to SEICAA, in accord with this section, within five (5) working days of said change.

4.3 Change in Food Delivery Service

The Service Provider will notify SEICAA within 24 hours by email or by phone if, for any reason, there is a change in the service delivery schedule as stated in the terms of this contract.

**V.  
BILLING AND PAYMENT**

5.1 Consideration

In consideration for the services provided:

- A. Subject to the continuing availability of funds, SEICAA will pay the Service Provider a sum not to exceed **\$X.XX** per meal.
- B. The Service Provider shall submit an invoice for food service to SEICAA Meals on Wheels, 641 N 8<sup>th</sup> Avenue, Pocatello, ID 83201 or via email to [mow@seicaa.org](mailto:mow@seicaa.org) by the 10<sup>th</sup> day of each month. It will be acceptable to submit an invoice more often than the above, the above being a minimum

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standard requirement. This invoice must list an account of the number of regular meals and frozen meals provided each day.

- C. The invoice shall be approved by SEICAA and shall be paid by SEICAA within thirty (30) days of receipt. The only exception is "D" below.
- D. All such invoice payments are subject to the terms and conditions herein and can be withheld until resolution is complete.

**VI.  
PERMITS AND LICENSES**

**6.1 Permits Required**

The Service Provider shall obtain and maintain all permits, licenses, certificates and other documents as required by the State of Idaho and any county, city or other government or regulatory body, necessary to legally engage in and perform the services provided under this Subcontract.

**6.2 Availability for Inspection**

These permits and licenses shall be made available for inspection as requested by SEICAA. SEICAA reserves the right to request health inspections without prior approval of or notification to Service Provider if concerns arise about the practices being used.

**6.3 License Suspension**

The Service Provider shall notify SEICAA within three (3) calendar days, if any permit, license, certificate or other document required herein is suspended, terminated, lapsed, not renewed or otherwise restricted.

**6.4 Breach**

The Service Provider shall have up to thirty (30) days as determined by SEICAA to renew or otherwise acquire any permit, license, certificate or other document required herein. In the event the Service Provider fails to renew or otherwise acquire said permit, license, certificate or other document within the time designated, SEICAA shall have the right to declare the Service Provider in default and terminate this Subcontract as provided herein.

**VII.  
CONFIDENTIALITY**

**7.1 Confidential Records**

All records and other information provided to the Service Provider regarding persons receiving food services under this Subcontract are confidential and shall be maintained by and protected by the Service Provider to assure confidentiality. The Service Provider shall not disclose such information unless authorized by SEICAA.



**Information—Need not be returned but will become part of contract.**

**VIII.  
AFFIRMATIVE ACTION AND NON-DISCRIMINATION**

8.1 Compliance with Affirmative Action and Non-Discrimination

The Service Provider agrees to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Equal Employment Act of 1972 and the Older Americans Act of 1965 as amended, and all other laws, regulations or orders, State or Federal, which prohibit discrimination on the grounds of race, sex, color, religion, age or national origin, or discriminate on the basis of a handicap.

Non-discrimination in Client Services: The Service Provider will not on grounds of race, color, sex, religion, national origin, creed, marital status, age (60 years or older) or presence of any sensory, mental or physical handicap; deny a qualified individual any food service.

**IX.  
INCONSISTENCY**

9.1 Order of Precedence

In the event that any portion of this Subcontract is found to be inconsistent, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence to the provision in the following order:

- A. Applicable Federal statutes, regulations or policies;
- B. State statutes, regulations or policies;
- C. Special terms and conditions;
- D. Any other provisions of the Subcontract where incorporated by reference.

**X.  
HOLD HARMLESS INDEMNIFICATION**

10.1 Hold Harmless

The Service Provider agrees to indemnify and hold harmless SEICAA, its agents and employees from and against all liability or expense (including costs and attorney's fees) arising by reason of any liability imposed by law by reason of the Subcontract and services, contemplated herein including, but not limited to, bodily injury, death or property damage sustained by any person or persons included but not limited to, employees and agents of the Service Provider and SEICAA, whether said injuries to person or damage to property is due to or claimed to be due to the negligence of the

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Service Provider, SEICAA or other agents or employees except of any such injury or damages that have been occasioned by the sole negligence of SEICAA or its agents.

**10.2 Claims or Lawsuits**

The Service Provider shall promptly, within five working days, notify SEICAA, in writing, of any claims or lawsuits filed against the Service Provider and/or SEICAA and shall promptly forward to SEICAA copies of all relevant documents.

**XI.  
INSURANCE**

**11.1 Comprehensive General Liability**

The Service Provider agrees to purchase and maintain comprehensive general liability insurance coverage.

**11.2 Worker's Compensation Insurance**

For the duration of this Subcontract, and until all work specified herein is completed, there shall be an effective worker's compensation insurance policy in force covering work performed by the Service Provider and the Service Provider's employees.

**11.3 Proof of Insurance**

The Service Provider must have and be able to provide proof of the above insurance(s) in the form of a signed Certificate of Insurance showing statutory coverage.

**11.4 Breach**

Said coverage required by this Subcontract shall be a condition for this Contract and any breach hereof shall release SEICAA from all duties herein but shall not release the Service Provider of the duty to indemnify.

**XII.  
ANTI-ASSIGNMENT**

**12.1 Permission Required**

This agreement may not be assigned by either party without the written consent of the other party.

**XIII.  
SUBCONTRACT MODIFICATION**

**13.1 Mutual Consent Required**

This Subcontract may be amended by the mutual consent of both parties at any time. Amendments to this Subcontract shall be in writing, signed by the authorized representatives of both parties as identified herein.

**XIV.  
GENERAL**

**Information—Need not be returned but will become part of contract.**

14.1 Subcontract Supersedes

This Subcontract supersedes all prior negotiations between the parties and it is expressly understood and agreed that this Subcontract is based upon no other representation, save and except for those expressly set forth herein.

14.2 Acknowledgement

Each party acknowledges that the party has read this Subcontract, or a copy thereof, in its entirety and accepts the same in full.

14.3 Successors and Assigns

All rights and obligations hereunder shall extend to the successors and/or assigns of the respective parties.

14.4 Incorporation of Terms

This Subcontract contains all terms and conditions agreed upon by the parties, including all items incorporated by reference.

14.5 Non-Waiver

The failure of SEICAA to insist upon strict performance of any of the covenants and conditions of this Subcontract shall not be constructed as a waiver or relinquishment of any such covenant or condition and the same shall remain in full force and effect unless prior written consent of SEICAA evidences such waiver.

14.6 Independent Contractor

The Service Provider and any agents and employees of the Service Provider shall act in an independent capacity and not as officers, employees, or agents of SEICAA or the State of Idaho in performance of this Subcontract.

14.7 Media Communications

The Service Provider is not permitted to speak on behalf of SEICAA without expressed permission from SEICAA. All media, newspaper interviews, and public speaking involving SEICAA and the Meals on Wheels program must be cleared with SEICAA prior to the interview and/or meeting.

**XV.  
TREATMENT OF ASSETS**

15.1 Use of Non-expendable Property

Any non-expendable property furnished to the Service Provider by SEICAA shall be used only for the performance of this Subcontract and shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association, or organization without prior express written approval of SEICAA.

15.2 Maintenance, loss or damage

The Service Provider shall be responsible for the cleaning of SEICAA property. SEICAA property/assets housed with **Name of Service Provider** are listed in Exhibit B. The Service Provider shall be responsible for any loss or damage to SEICAA equipment located on the premises (including expenses entered thereunto) that results from

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negligence, willful misconduct, or lack of good faith on the part of the Service Provider to maintain and/or administer in accordance with sound management practices.

Upon the loss, destruction, or damage to SEICAA property, the Service Provider shall notify SEICAA thereof and shall take reasonable steps to protect that property from further damage.

**15.3 Return of Property**

The Service Provider ensures that the property will be returned to SEICAA in like condition to that in which it was furnished to the Service Provider, excluding reasonable wear and tear.

**15.4 Surrender**

The Service Provider shall surrender to SEICAA all property of SEICAA within ten (10) days after settlement upon rescission, termination, or completion of this Subcontract unless otherwise mutually agreed upon between the Service Provider and SEICAA.

**XVI.  
TERMINATION**

**16.1 Termination without notice**

This Subcontract may be terminated in whole or in part by either party hereto upon sixty (60) days' advance written notice to the other party. The Notice of Termination shall state the reasons for the termination.

- A. SEICAA reserves the right to terminate this Subcontract in whole or in part without sixty (60) days written notice in the event expected or actual funding from the State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion thereof, subject to re-negotiation under those new funding limitations and/or conditions.
- B. In the event of termination under this clause, SEICAA shall be liable only for payment of services rendered prior to the effective date of termination.

**16.2 Termination by Default**

SEICAA may, by written notice, terminate this Subcontract in whole or in part for failure of the Service Provider to perform any of the provisions hereof. In such an event, the Service Provider shall be liable for damages, including excess cost of procuring of similar services from another source, provided that (a) it is determined for any reason that the Service Provider was in default, or (b) the Service Provider's failure to perform is within the control, fault, or negligence of the Service Provider and/or any subcontractor.

- A. The Service Provider is obligated to protect and preserve any property in which SEICAA has an interest in relation to the program.

**Information—Need not be returned but will become part of contract.**

- B. SEICAA may thereafter purchase from someone else the same or similar service and hold the Service Provider liable for excess cost of the replacement procurement for a length of time not to exceed 90 days.

**16.3 Termination Procedures**

After receipt of Notice of Termination via registered mail, return receipt requested, and regardless of the reason(s) resulting in such notice and except as otherwise directed by SEICAA, the Service Provider shall:

- A. Stop work under the Subcontract on the date and to the extent specified in the Notice.
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under Subcontract as is not terminated.
- C. Assign SEICAA, in the manner, at the times, and to the extent directed by SEICAA, all of the rights, title, and interest of the Service Provider under the orders and subcontracts.
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification shall be final for all purposes of this clause.
- E. Transfer title to SEICAA; deliver in the manner, at the times, and to the extent directed by SEICAA, any property to which SEICAA has right, title or interest.

**XVII.  
ACCEPTANCE OF CONTRACT  
SIGNATURE PAGE**

**17.1 MUTUAL AGREEMENT**

By signature set forth below, the parties hereto do mutually agree to perform the services described in the bid documents heretofore submitted and the services described in this Subcontract pursuant to the terms set forth herein.

**17.2 CAPACITY**

The Service Provider assures by its signature set forth below that it has the authority and capacity to develop and carry out the services pursuant to this Subcontract.

**17.3 LEGAL AUTHORITY**

The Service Provider assures and certifies by its signature set forth below that it possesses a legal authority to enter into this Subcontract, including all understandings and assurances contained herein and directly; and authorizing the person(s) identified as the official representative of the Service Provider to sign this Subcontract on behalf of the Service Provider.

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**SIGNATURES**

Southeastern Idaho Community Action Agency

\_\_\_\_\_  
Debra R. Hemmert, Chief Executive Officer

\_\_\_\_\_  
Date

Service Provider

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

**Information—Need not be returned but will become part of contract.**

**EXHIBIT A  
PROPOSER'S BID  
REQUEST FOR PROPOSAL PACKET**

**(Enclosed behind this cover page)**