

October 31, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Contract with TRIO Community Meals, LLC for congregate and senior home delivered meals. Total Agreement Value is \$3,547,500 for 5 years. Funding is through the Oregon Department of Human Services. No County General Funds are involved.

| | | | |
|-------------------------------------|---|---------------------------|----------------|
| Previous Board Action/Review | Agreement Briefed at Issues October 29, 2024 | | |
| Performance Clackamas | This funding aligns with the County’s strategic priority to ensure safe, healthy, and secure communities. | | |
| Counsel Review | Yes: Andrew Naylor | Procurement Review | No |
| Contact Person | Brenda Durbin | Contact Phone | (503) 655-8641 |

EXECUTIVE SUMMARY: The Social Services Division of the Health, Housing and Human Services requests approval of the Contract with TRIO Community Meals, LLC to provide Older American Act (OAA) funded meals for the older adult nutrition program for six meal sites located in Estacada, Gladstone, Molalla, Oregon City, Welches and Sandy. The congregate and home-delivered meal (HDM) service helps those unable to meet their nutritional needs otherwise while reducing isolation among older residents in Clackamas County.

In the last fiscal year, over 185,000 meals were served to older adults through ten senior centers providing nutrition services in the County. Approximately two-thirds of these meals are delivered to homebound seniors.

This agreement is the outcome of a structured procurement process involving a formal Request for Proposal (RFP). This contract is effective upon signature and expires on 6/30/2029. No County General Funds are involved.

RECOMMENDATION: The Staff respectfully requests that the Board of County Commissioners approve the agreement (#11886) and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
 Director of Health, Housing and Human Services

For Filing Use Only



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #1004**

This Goods and Services Contract (this “Contract”) is entered into between TRIO Community Meals, LLC (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”) on behalf of its Department of Health, Housing, and Human Services, Social Services Division, for the purposes of providing nutrition services to aging and disabled community members.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2025**, with the option to renew annually for up to four (4) additional years by agreement of all parties, or until completion of all obligations provided herein, whichever is later.
- 2. Scope of Work.** The Contractor shall provide the goods and services identified in Exhibit A (the “Work”), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the County. Work shall be in accordance with all additional terms and conditions set forth in Exhibit A including, but not limited to, Contractor’s obligation to establish a reporting system for monitoring and evaluation purposes.
- 3. Consideration.** The maximum annual amount County may pay Contractor, from available and authorized funds, for performing the Work required by this Contract shall not exceed **Seven Hundred Nine Thousand Five Hundred dollars (\$709,500.00)**. The maximum amount County may pay Contractor, from available and authorized funds, for performing the Work during the entire five (5) year term of the Contract shall not exceed **Three Million Five Hundred Forty-Seven Thousand Five Hundred dollars (\$3,547,500.00)**. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

For each County fiscal year (July 1st to June 30th), the fees shall be fixed. Between May 1st and May 15th of each year, the Contractor may request an increase in the fees in an amount not to exceed the increase in the Consumer Price Index for West Region (CPI-U) for a maximum of three percent (3%) and made effective until each fiscal year end. Any such increase shall only be approved through an amendment to the Contract. The prices in Exhibit B shall be fixed from the date of execution of this Contract through June 30, 2025.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the

Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to: ADS-ContractBilling@Clackamas.us

- 5. **Travel Expense Reimbursement.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 6. **Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

7. **Contractor and County Contacts.**

| | |
|---|--|
| Contractor Administrator: Donna Doran Phone: 601-594-0252 Email: donna.doran@triocommunitymeals.com | County Administrator: Tonia Hunt Phone: 503-655-8640 Email: thunt@clackamas.us |
|---|--|

ARTICLE II.

- 1. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. **Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the

County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

6. **Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.
7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

| |
|--|
| <p>Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.</p> |
|--|

| |
|---|
| <input checked="" type="checkbox"/> Required – Commercial General Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. |
| <input type="checkbox"/> Required – Professional Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts. |
| <input checked="" type="checkbox"/> Required – Automobile Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage. |

The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.

11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. Reserved.

13. Representations of Warranties. Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for County’s intended use, described in Exhibit A. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed

in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14. Delivery and Inspections.

A. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

B. Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

15. Survival All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.

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

17. Subcontractors and Assignments. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. Successors in Interest. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. Tax Compliance and Certifications. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

20. Termination. This Contract may be terminated for the following reasons: (A) by mutual agreement

of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 21. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 22. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 23. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 24. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 25. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 26. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 28. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.

- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

29. Reserved.

30. Reserved.

31. Merger. This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

32. Execution and Counterparts. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

33. Amendment. This Contract may only be modified in writing signed by the parties.

34. Criminal Background Check Requirements. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

35. Non-Hire. County acknowledges that Contractor has invested considerable amounts of time and money in training its supervisory employees. Therefore, County agrees that during the supervisory employee's employment with Contractor and for a period of twelve (12) months thereafter no supervisory employees of Contractor will be hired by County, to the extent permitted under applicable law. County agrees that if it violates this provision, County shall pay to Contractor and Contractor shall accept as liquidated damages and not as a penalty, an amount equal to one time the annual salary) of the supervisory employee(s) hired by County in violation of the terms of this Contractor. This provision shall survive the termination of this Contract for a period of one year.

Signature page to follow.

Type text here

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

TRIO Community Meals, LLC
100 Valley Drive
Pearl, MS 39208

Clackamas County

DocuSigned by:
John Kirk 10/7/2024
DB78206A0E0A49A...
Authorized Signature Date
John Kirk President

Chair Date

Name / Title (Printed)

Recording Secretary

1610590-93
Oregon Business Registry #

Approved as to Form

FLLC/Mississippi
Entity Type / State of Formation

[Signature] 10/08/2024
County Counsel Date

EXHIBIT A
GOODS AND SERVICES CONTRACT
RFP 2024-73
AGING & DISABILITY SERVICES-NUTRITION SERVICES PROVIDER

EXHIBIT A



REQUEST FOR PROPOSALS # 2024-73

FOR

AGING & DISABILITY SERVICES-NUTRITION SERVICES PROVIDER

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner

Gary Schmidt
County Administrator

Stephanie Ebner
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: September 3, 2024

TIME: 2:00 PM, Pacific Time

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

EXHIBIT A

SCHEDULE

| | |
|--|--|
| Request for Proposals Issued..... | August 13, 2024 |
| Protest of Specifications Deadline..... | August 20, 2024, 5:00 PM, Pacific Time |
| Deadline to Submit Clarifying Questions..... | August 27, 2024, 5:00 PM, Pacific Time |
| Request for Proposals Closing Date and Time..... | September 3, 2024, 2:00 PM, Pacific Time |
| Deadline to Submit Protest of Award..... | Seven (7) days from the Intent to Award |

TABLE OF CONTENTS

Section 1 – Notice of Request for Proposals

Section 2 – Instructions to Proposers

Section 3 – Scope of Work

Section 4 – Evaluation and Selection Criteria

Section 5 – Proposal Content (Including Proposal Certification)

EXHIBIT A

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, September 3, 2024** (“Closing”), to provide Aging & Disability Services-Nutrition Services Provider. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsv/view/login/login.xhtml>, Document No. S-C01010-00011269.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects> .

Contact Information

Procurement Process and Technical Questions: Stephanie Ebner, sebner@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

EXHIBIT A
SECTION 2
INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

EXHIBIT A

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

EXHIBIT A

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

EXHIBIT A

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**EXHIBIT A
SECTION 3
SCOPE OF WORK**

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide meals for the senior nutrition program for six (6) meal sites located in Estacada, Gladstone, Hoodland, Molalla, Oregon City, and Sandy.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The Clackamas County Social Services Division, Aging and Disability Services (“SSD-ADS”) has the responsibility to plan, develop, and coordinate services for a comprehensive delivery system for senior citizens age 60 and older. The ADS receives federal Older American Act Title III funds and state funds to help support this system. The delivery of services is primarily by contracting with service providers.

3.3. SCOPE OF WORK

A. Overview and Facilities

This RFP process will result in: One contract for providing food services as prepared meals to six (6) senior centers in the Clackamas County service area (Estacada, Gladstone, Hoodland, Molalla, Pioneer Community Center (Oregon City), and Sandy).

Meals for the six meal sites may be delivered hot for same day service to participants or prepared by a cook-chill system and delivered chilled. If a cook-chill system is planned, the proposer must show that their kitchen is equipped with proper refrigeration equipment for this type of system. Transported meals shall be delivered by refrigerated truck or van or in properly insulated containers.

Holidays. Generally, centers are closed on these holidays (or designated days for those that fall on weekends): New Year's Day, Martin Luther King, Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, and Christmas. There is no congregate service on these holidays. Home delivered meal clients will receive two meals on the serving day before a holiday.

B. Detailed Scope of Work

Number of Meals: Current participation levels indicate that approximately 135,000 meals will be served during the term of the contract, July 1, 2024 through June 30, 2025. (See Exhibit 1, List of Sites, for average number of meals served.) The column titled maximum meals per day gives an estimate of meals needed for special days, such as: holiday meals, birthday meals and favorite food items. A slight decrease in overall participation is usually experienced in the summer, but not always.

Transport-Meals Ordering: Each meal site manager shall order meals in writing at a minimum of one week in advance. For example, the order for week three would be sent via email to the Contractor's central kitchen on Friday of week one. Verbal phone or email changes in the order can be made based on feasibility of Contractor to fill order. This schedule is negotiable if Contractor can deliver with less lead time.

EXHIBIT A

Transport-Meals Delivery: Contractor shall provide and maintain meal transport vehicles. Delivery schedule must be agreed to by SSD-ADS and the participating meal sites. Contractor is responsible for unloading meal containers from delivery vehicles and taking the containers into meal site kitchens. Drivers are to put containers in a place designated by site employees.

Chilled or frozen meals may be delivered the previous serving day. Chilled foods must arrive at sites with a temperature between 33° and 40° F. Hot foods must arrive at sites with a temperature at or above 140°F. Frozen meals must arrive frozen. Contractor must make alternative food transportation arrangements if food temperatures cannot be maintained in required temperature zones within a week of food sites identifying unsafe temperatures upon delivery. Contractor will be responsible for the cost of any meals that must be disposed of due to unsafe food temperatures during transport.

Pans will be returned rinsed, but must be washed and sanitized at the central kitchen before being used again. Transport containers should be sanitized, and the inside of transport vehicles should be cleaned after returning to the central kitchen.

Each meal site has a kitchen employee that can finish-off the meals and supervise portioning and service by volunteers.

Transport-Meals Records and Reports. Contractor shall have a reporting system to facilitate internal and external monitoring and evaluation.

Two forms must be used, with format agreed to by SSD-ADS and the participating meal sites:

1. "Meal Order" form -- Used by sites to place written orders for meals (regular and special diet) a week at a time.

2. "Meal Delivery Sheet" -- Form accompanies each shipment of food to meal sites with a copy returned to Central kitchen with empty pans from prior day. It should include at least the following:
 - ❖ Name of site
 - ❖ Day/Date
 - ❖ Arrival time
 - ❖ Serving Date
 - ❖ Number meals ordered (regular and special diet)
 - ❖ Number pans of food (or items) sent for each menu item
 - ❖ Number pans of food (or items) received
 - ❖ Overage or shortage
 - ❖ Portion size
 - ❖ Space for arrival temperatures
 - ❖ Final preparation and serving instructions, if needed
 - ❖ Space for site to write comments to kitchen

Emergency Procedures. Contractor shall develop emergency procedure for delivery of meals in case of vehicle breakdown.

In case of inclement weather, sites will generally close for congregate meals if schools are closed. Due to different elevations, some sites may close while others remain open. When closures occur, any prepared or partially prepared food may be substituted on the next serving day following closure as long as menu requirements are met. Regardless of weather, sites try to deliver home delivered meals to clients.

EXHIBIT A

C. Menu

Contractor will at a minimum submit each month's final menu to SSD-ADS six weeks prior to the start of the month. Contractor may submit menus for two or three months at a time if this is more convenient. Menu review meetings between CONTRACTOR and Meal Sites must be held on a minimum of a quarterly basis, to be organized and hosted by Contractor. Menus must meet the following standards:

1. Contract must make every effort to ensure that each meal contains at least 1/3 of the Reference Dietary Intakes (RDI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater, and adhere to the target nutrients as outline by the State of Oregon, Dept. of Human Services, State Unit on Aging. Contractor shall submit menu with appropriate nutritional analysis signed by a Registered Dietitian. To better achieve these targets while still providing meals that are appealing to participants the targets can be averaged over the course of a week's meals.

Note: Sites procure their own milk so do not include milk in the budget. You may include milk on the menu, especially if nutritional analysis is used. Most sites serve 1% milk.

Nutritional analysis must reflect the values for the following key nutrients: calories, protein (grams), total fat (% of calories), saturated fat (% of calories), trans fat (% of calories), fiber (mg-milligrams), calcium (mg-milligrams), magnesium (mg), zinc (mg per meal), vitamin B6 (mg), vitamin B12 (mcg), vitamin C (mg), and sodium (mg). Portion sizes must also be noted.

2. Menus shall be planned to be consistent with the Dietary Guidelines for Americans, HHS & USDA, 2020-2025. They should be moderate in total fat and low in saturated fat and cholesterol. Foods shall be chosen and prepared with less salt and moderate amounts of sugar. No tropical oils or products containing these oils shall be used. Foods naturally high in sodium should not appear in the same meal.
3. If a cycle menu is used, the cycle must be at least nine weeks long.
4. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the nutritional guidelines as outlined by SUA and SSD-ADS.
5. Menus should reflect the regional tastes and appetites of the current elderly population.
6. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Food items delivered before the week to be served should be capable of longer storage before serving to participants. Menus should reflect seasonal availability of fresh fruits and vegetables.
7. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
8. A birthday meal, with cake for dessert, will be planned each month. (The day will be negotiated with SSD-ADS, and probably be a Friday.) Those sites that obtain donated birthday cakes may order meals without dessert.
9. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal for lesser holidays, such as Valentine's Day, St. Patrick's Day, Mother's Day, and Father's Day should be planned and delivered before the holiday and/or in coordination with meal site staff.
10. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Meal sites need to be informed of changes as soon as possible as they are required to post the menu at the meal sites for participants to view.

EXHIBIT A

D. Special Diets

Menus shall be planned and meals available for the modified diets listed below. These meals shall be ordered on the Meal Order Form along with regular meals.

Site Managers are responsible for obtaining a written request for these meals from a participant's physician. Since meal site personnel cannot control what participants eat, all special diets have only moderate modifications. The responsibility to adhere to a special diet is the participant's alone.

- Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners, or fresh fruits and fruits canned in juice.
- Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 0.8 grams per meal).
- Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

E. Frozen Meals

The listed meal sites may purchase frozen meals for weekend or alternative day HDM's. Frozen meals are required to meet the same nutrition standards as for hot meals outlined above as well as meeting the safety standards for Frozen HDM's as outlined in the State of Oregon, Dept. of Human Services, Community Services and Supports Unit. Additionally, the other meal sites in SSD-ADS service area may also purchase frozen meals from CONTRACTOR to supplement their nutrition program.

F. Standardized Recipes and Portion Control

Recipes used by the Contractor should be adapted to the requirements of a Title III Senior Nutrition meal. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal. Food service employees must understand and be able to use standardized recipes and produce standard portions.

G. Purchasing

Food must be procured from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. No home-canned food or raw milk may be used. Donated food that meets the above standards may be used.

Meal sites may purchase supplies and consumables from CONTRACTOR if it is cost effective for sites to do so, and for the CONTRACTOR to supply them. These include such things as: salt and pepper, coffee and tea, individual sugars and cream substitutes, napkins, placemats, paper plates, hot cups and plastic utensils, and sealable, dual-oven home delivered meal containers. However, this service is not part of the contract. Additionally, the other meal sites in SSD-ADS service area may also purchase consumables from CONTRACTOR for their nutrition programs.

H. Sanitation

The CONTRACTOR is required to comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service. This includes adherence to Oregon Administrative Rules, Chapter 333, Food Sanitation Rules. A file of sanitation inspection reports by a Registered Sanitarian from the State Health

EXHIBIT A

Division or local health department is to be maintained by Contractor and will be available to SSD-ADS if requested.

Transport-Meals CONTRACTOR must establish and use sanitary procedures for packaging and transporting food from central kitchen to meal sites. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the CONTRACTOR's files.

I. Training

CONTRACTOR is required to employ qualified, trained personnel to assure satisfactory performance. At a minimum, CONTRACTOR must have a new employee orientation, at least one employee at each production kitchen that has completed a community college-level food service sanitation course, and a training plan that includes training for employees and supervisory staff.

J. Complaint Resolution

CONTRACTOR will participate in negotiated complaint resolution process with meal sites and Clackamas County. Meal sites will document menu fulfillment, quality, and/or safety concerns with Clackamas County and CONTRACTOR. CONTRACTOR will be expected to respond and resolve identified concerns.

3.3.3. Term of Contract:

The contract shall become effective upon execution and shall terminate June 30, 2025, with the option to renew annually for up to four (4) additional years by agreement of all parties. At time of contract renewal, any request for rate increase must be justified by submission of updated budget pages plus narrative. Contract extensions are contingent upon acceptable Contractor performance, the continuing availability of Title III-C and NSIP Older Americans Act funding, and mutual agreement on contract terms between SSD-ADS and the Contractor.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Goods & Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Goods & Services Contract (unless checked, item does not apply)

- Travel Expense Reimbursement is Authorized
- Article II, Paragraph 29 – Criminal Background Check Requirements

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.

EXHIBIT A

- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

EXHIBIT A

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

| Category | Points available: |
|--|--------------------------|
| Proposer’s General Background and Qualifications | 0-30 |
| Scope of Work | 0-45 |
| Fees | 0-25 |
| Available points | 0-100 |

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

EXHIBIT A

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Overview & Facilities
 - Kitchen - Give location and capacity of kitchen. Are meals for any other accounts prepared at this kitchen? If so, how many per day, average?
 - Meal Preparation - Will meals be prepared/delivered hot or cook-chill method? Are kitchen facilities equipped for cook-chill method?
- Detailed Scope of Work
 - Describe meal ordering system for meal sites to place regular orders.
 - Submit a tentative schedule for meal delivery. Include time vehicles loaded, leave kitchen, and arrive at each site. (Please note that our Sites cannot accept deliveries during meal service time. See Exhibit 1, page 17, for meal service times by Site.)
 - Describe vehicles to be used for delivery, how many vehicles/routes, type of transport equipment, how temperatures will be maintained.
 - Describe Emergency Procedures for inclement weather, delivery vehicle breakdown, or other disruption of service.
- Menu
 - Submit menus for July – September 2024 with menu nutritional analysis.
 - Menu Approval - Give name, position title, and credential of person providing nutritional analysis and approving adequacy of menus.
 - Will Contractor use a cycle menu? If so, how long is the cycle?
 - What will be the policy for making changes or substitutions in the approved menu?
 - Special Meals – Provide example(s) of holiday or other special meal menus.
- Special Diets
 - Describe capacity and plans to provide uncalculated diabetic meals, moderate sodium restricted meals, and low cholesterol meals.
- Frozen Meals

EXHIBIT A

- Describe capacity to provide frozen meals that meet the same standard as other meals provided to sites.
- Standardized Recipes and Portion Control
 - Describe method of ensuring standardized recipes and portion control.
- Purchasing
 - Affirm if food is procured from sources that comply with all federal, state, and local laws that relate to food production, manufacturing, packaging and labeling.
 - Indicate willingness to sell consumable supplies to all meal sites in SSD-ADS service area.
- Sanitation
 - Provide Contractor's most recent sanitation inspection report from the State Health Division or local health department.
 - Describe procedures for maintaining proper temperatures and cleaning and sanitizing transport equipment.
- Training
 - Affirm if contractor has a new employee orientation, at least one employee at each production kitchen that has completed a community college-level food service sanitation course, and a training plan for staff.
- Complaint Resolution
 - Describe how Contractor will receive participant input, evaluate participant satisfaction and resolve Meal Site complaints.

5.4. Fees

Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied.

5.6. Completed Proposal Certification (see the below form)

EXHIBIT A

PROPOSAL CERTIFICATION
RFP #2024-73

Submitted by: _____
(Must be entity’s full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

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

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

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

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

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

Name: _____ Date: _____

Signature: _____ Title: _____

Email: _____ Telephone: _____

Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

EXHIBIT A

EXHIBIT 1

Clackamas County Food Service - Senior Nutrition Sites

| Site | Location | Congregate Meal Days & Times |
|------------------------------------|---|---|
| Estacada Senior & Community Center | 220 SW Club House Dr. Estacada 97023 | M T W F 12pm-1pm |
| Gladstone Senior Center | 1050 Portland Ave. Gladstone 97027 | -- T W Th -- 11:30 am-1pm |
| Hoodland Senior Center | 65000 E Hwy 26 Welches, OR 97067 | NA – no current Congregate Meal served |
| Molalla Adult Community Center | 122 Grange Ave. Molalla 97038 | M T -- Th F 12pm-1pm |
| Pioneer Community Center | 615 Fifth Street Oregon City 97045 | M T W Th F 11am - 12pm |
| Sandy Senior & Community Center | 38348 Pioneer Blvd. Sandy 97005 | NA – no current Congregate Meal served |

EXHIBIT B
VENDOR PROPOSAL



SEPTEMBER 3, 2024

CLACKAMAS COUNTY AGING & DISABILITY SERVICES

PRESENTED BY



PRIMARY CONTACT

Donna Doran
donna.doran@triocommunitymeals.com
(601)594-0252

EXHIBIT B



September 3, 2024

Stephanie Ebner
Contract Analyst
Clackamas County
2051 Kaen Rd
Oregon City, OR 97045

Dear Stephanie and members of the Clackamas County Aging & Disability Services Nutrition Services Provider RFP evaluation committee,

TRIO Community Meals is genuinely honored to provide meals for Clackamas County Aging & Disability Services Nutrition Program. Thank you for trusting us to provide a vital link to individuals within your communities.

With over 60 years of experience in nutrition programs for aging and disabled individuals, TRIO offers Clackamas County a comprehensive solution that meets the needs of your program. TRIO's proposal includes freshly prepared meals from our Salem, OR Central Kitchen, and delivered by courteous TRIO drivers to your centers. Meals will be prepared using a cook-chill methodology to retain nutrition and quality. TRIO will continue to provide frozen meals for homebound participants. Our frozen meals will be prepared using the same production protocols and meet the same nutrition standards as the fresh meals.

With a focus on nourishing older adults in your communities, TRIO will continue to support your mission with collaboration and communication. TRIO recently added Willie Ruffin as Regional Director of Operations for the West Coast. Willie brings a focus on customer service, meal quality, and communication.

As President of TRIO Community Meals, I look forward to leveraging our experience to grow and strengthen our partnership. TRIO is committed to Clackamas County Aging & Disability Services Nutrition Services Program's success.

For questions regarding our proposal, please contact our Client Partnership Director, Donna Doran, at 601.594.0252 or donna.doran@triocommunitymeals.com.

We appreciate your consideration.

With kind regards,

A handwritten signature in black ink, appearing to read "John Kirk".

John Kirk
President, Community Meals
john.kirk@triocommunitymeals.com

A handwritten signature in black ink, appearing to read "Donna Doran".

Donna Doran
Client Partnership Director
donna.doran@triocommunitymeals.com

5.2 Proposer's General Background and Qualifications

DESCRIPTION OF THE FIRM

For over 60 years, TRIO Community Meals has partnered with elderly nutrition agencies across our nation. We have implemented hundreds of new programs and maintained services even in disasters and a pandemic. TRIO, through the years, has perfected our operational processes to provide a quality meal and exemplary service.

Today, TRIO produces 125 million meals annually operating out of 90 Central Kitchens in 26 states and 2 USDA-inspected frozen meal plants to serve over 450 client agencies. Ensuring that we meet nutritional requirements, TRIO has a team of 13 Registered Dietitians who curate regionally inspired menus.

CREDENTIALS & EXPERIENCE OF KEY INDIVIDUALS

Christopher Gayer, Food Service Director

With over a decade of food service experience, Chris leads the daily operations at Salem Central Kitchen, where meals are expertly prepared for your program. He ensures the procurement of high-quality ingredients and collaborates with our Registered Dietitian to create menus that delight and nourish older adults. Chris is also a ServSafe-certified Manager, ensuring the highest standards of food safety are maintained.

Steve Lainez, Assistant Food Service Director

With 12 years of experience in elderly nutrition meal programs, Steve ensures that production protocols are meticulously followed, including the use of standardized recipes and processes that preserve the nutritional value of foods. He also oversees reliable meal delivery and maintains a strong focus on food safety throughout the operation. He is a ServSafe-certified Manager.

Amanda Ochoa, Registered Dietitian

Amanda is responsible for menu development for your program. Amanda brings to your programs over nine (9) years of experience writing menus for elderly nutrition meal programs. She is a Registered and Licensed Dietitian and holds her ServSafe Certification. Amanda receives continuous education on current research in nutrition, bringing your program updated nutrition practices to positively impact older adults in your region.

Casey Haslebacher, District Manager

As a prior Food Service Director of the Salem operation, Casey brings knowledge and history to your program. As District Manager, Casey will audit the local kitchen team, ensuring TRIO meets all contract obligations and follows TRIO protocols for all food service activities including safety, sanitation, meal production, procurement, menu standards, delivery commitments, and training.

Willie Ruffin, Regional Director of Operations

As Regional Director of Operations, Willie provides support to Casey Haslebacher and the local team leaders. Willie has an extensive background in food service, leading teams to provide exceptional meal quality with a focus on exemplary service. Willie is always available to collaborate with Clackamas County and address reoccurring issues.

Anna Roberts, Senior Vice-President

As the Senior Vice-President of TRIO Community Meals, Anna leads the operations teams. She focuses on building transparent client partnerships, developing local directors who consistently provide quality meals and excellent service, and implementing technology that integrates process and data points. Anna maintains a close relationship with the operations leaders.

SIMILAR CONTRACTS

From over 450 client agency partnerships for which TRIO aligns our operational plan to match the agency's goal, below are examples current clients that have a similar program to Clackamas County.

Lane Council of Governments (Eugene, OR): Client since 1989. An average of 800 daily meals. Freshly prepared hot, bulk meals for congregate dining and fresh, frozen meals for homebound older adults.

Oregon Cascades West Council of Governments (Albany, OR): Client since 1985. An average of 900 daily meals. Freshly prepared hot, bulk meals for congregate dining and fresh, frozen meals for homebound older adults.

Mecklenburg County (Mecklenburg, NC): Client since 2019. An average of 900 daily meals. Freshly prepared hot, bulk meals that TRIO delivers to congregate sites.

Council on Aging West Florida (Pensacola, FL): Client since 1998. An average of 500 daily meals. Freshly prepared hot, bulk meals that TRIO delivers to congregate sites.

Mid-Cumberland HRA (Nashville, TN): Client since 2016. An average of 700 daily meals. Freshly prepared hot, bulk meals that TRIO delivers to congregate sites.

WHAT SETS TRIO APART

TRIO stands out from other companies through our tailored approach to meal production and delivery, which aligns seamlessly with your agency's mission. With over 60 years of experience in elderly nutrition, our strong leadership at both the local and corporate levels drives our commitment to excellence.

Currently, TRIO Community Meals partners with over 450 senior nutrition client agencies across the country. Our extensive range of contracts, coupled with a 98% client retention rate, underscores our expertise and reliability in preparing and delivering senior nutrition meals. The longevity of our contracts further reflects our consistent ability to meet and sustain all required services, and our financial stability.

We distinguish ourselves by preparing meals from scratch, adhering to standardized recipes that ensure consistent quality. Our proprietary recipe database offers a diverse selection of menu items, guaranteeing a variety of meals that your participants will enjoy.

Our reliable and consistent delivery model ensures that meals arrive safely and on-time, supported by a proven contingency plan that guarantees your seniors always receive the necessary meals to age in place at home.

TRIO leverages extensive experience, deep expertise, and vast resources to maximize every dollar spent, ensuring cost savings while maintaining top performance and superior quality.

We also prioritize safety through our comprehensive food safety and sanitation program, which touches every point of production and delivery. Our rigorous training program complements this by reinforcing food safety, workplace safety, and driver protocols, ensuring that every meal meets the highest standards.

TRIO's Quality Assurance Program ensures that every aspect of our service is continuously monitored and improved, providing you with the confidence that TRIO will consistently deliver exceptional service.

TRIO supports your program and the local team with key support departments. At the helm of each department is a leader with cutting-edge knowledge in their area of expertise. Each leader provides programs, training, and tools for TRIO food service directors to effectively manage the wide breadth of a food service operation. These departments include Procurement, Culinary Development, Safety, Training, Human Resources, Finance, Information Services, Legal/Risk Management, and a Client Partnership Director.

In closing, with a mission to impact the lives of our most vulnerable population, TRIO's focus remains on elderly nutrition programs. We provide comprehensive solutions that meet your current needs and the ability to adapt to your future program growth.

5.3 Scope of Work

OVERVIEW & FACILITIES

Kitchen: The kitchen is located at 2655 Hyacinth NE, Salem, OR 97303. The kitchen has the capacity to produce 4,000 fresh meals a day. Capacity breakdown includes the capacity to prepare at one time 3,200 1-cup portions, cook 48 full-size steamtable pans, steam 12 full-size steamtable pans, and mix 270 pounds of bread dough.

At the Salem facility, TRIO prepares about 1,750 meals for Northwest Senior & Disability Consortium and Siletz Tribal Headstart in addition to the 560 daily meals for Clackamas County. The Salem kitchen layout provides an efficient production and packaging operational flow that delivers quality meals.

Meal Preparation: A Cook-Chill methodology is used to prepare meals. TRIO's kitchen is equipped for cook-chill production with a Blast Chiller, and three (3) large walk-in coolers for storage.

EXHIBIT B

TRIO’s stringent cook-chill methodology ensures that our made-from-scratch menu items are prepared, rapidly chilled in the blaster, and packaged ensuring your seniors receive meals they will savor. Foods prepared using the cook-chill technology retain the taste, texture, and aroma of freshly prepared foods. Additionally, the method preserves the nutritional properties of menu items and produces a high-quality product.

DETAILED SCOPE OF WORK

Meal Ordering: Site Managers can continue to submit meal orders one-week in advance of service. TRIO will remain flexible to adjust orders up to 2 days prior delivery. Currently orders are submitted via email to Marlene Hensen at marlene.hansen@triocommunitymeals.com. To streamline ordering and invoicing, TRIO will introduce an Online Ordering Portal, TOPS, in the next 12 months. Our team will support the implementation process to ensure a smooth implementation.

Delivery Schedule: TRIO maintains one (1) dedicated vehicle and route for Clackamas County. We remain flexible in adjusting our delivery schedule to meet your program needs.

| MONDAY | | | | | |
|------------------|----------------|------------------|---------------------------------|---------------------------------|---------------------------------|
| Sites | Pioneer | Gladstone | Sandy | Estacada | Molalla |
| Arrival | 8:15 am | 8:50 am | | 9:45 am | 10:50 |
| Departure | 8:40 am | 9:15 am | | 10:10 am | 11:10 |
| TUESDAY | | | | | |
| Sites | Pioneer | Gladstone | Sandy | Estacada | Molalla |
| Arrival | 8:15 am | 8:50 am | 9:50 am | 10:30 am | |
| Departure | 8:40 am | 9:15 am | 10:05 am | 10:50 am | |
| WEDNESDAY | | | | | |
| Sites | Pioneer | Gladstone | Sandy | Estacada | Molalla |
| Arrival | 8:15 am | 8:50 am | | | 10:00 am |
| Departure | 8:40 am | 9:15 am | | | 10:30 am |
| THURSDAY | | | | | |
| Sites | Pioneer | Gladstone | Sandy | Estacada | Molalla |
| Arrival | 8:15 am | 8:50 am | 9:50 am | 10:30 | 11:30 am |
| Departure | 8:40 am | 9:15 am | 10:05 am | 10:50 | 11:50 am |
| FRIDAY | | | | | |
| Sites | Pioneer | Gladstone | Sandy | Estacada | Molalla |
| Arrival | 8:15 am | 8:50 am | | 9:45 am | 10:40 am |
| Departure | 8:40 am | 9:15 am | | 10:05 am | 11:00 am |

Upon delivery at each site, the TRIO driver will notify the site manager, unload all items from the vehicle, and place all items in their proper location.

Vehicles, Transportation Equipment

& Temperatures: Meals are delivered in a 2021 Ford E-450 Box Truck w a 3,500-pound Payload, retro-equipped with shelving units, and a milk cooler.

Chilled foods are panned and transported in Cambro transport equipment. TRIO selected the Cambro equipment because of its capability to maintain safe food temperatures, ease of stacking, and can be thoroughly cleaned and sanitized. TRIO uses pre-frozen eutectic lids to help maintain proper temperatures.

Ensuring that meals are delivered a proper temperatures, TRIO records and monitors temperatures throughout production, and chilling process. Prior to foods being loaded into the transport for delivery, food temperatures are recorded to ensure safe temperature.

Upon delivery at each site, temperatures are again recorded.

Through multiple temperature recordings, TRIO ensures that chilled meals arrive between 33°F-40°F; frozen meals arrive at 0°F or below; and hot foods arrive a 140°F.

Emergency Plan: TRIO maintains a back-up vehicle to support a vehicle breakdown. If the vehicle breakdown occurs during the route, immediately TRIO will dispatch the back-up vehicle and driver so that meals will be delivered in time for service.

During inclement weather, TRIO and Clackamas County will coordinate when closures are necessary recognizing that some sites will close, and some sites will remain open. TRIO will coordinate with sites to use foods on hand that will meet requirements.

MENU

As stated in the RFP, menus will meet the Oregon State Target Nutrients. Menus will change four (4) times per year to reflect each season.

TRIO is providing 3 months of menus and 2 weeks of nutritional analysis to demonstrate our capability. The proposal’s page limitation did not allow us to include all the analyses.

Menu Approval: TRIO Registered Dietitian, Amanda Ochoa, RD, LDN, is responsible for providing nutritional analysis and approving the adequacy of the menu. Using TRIO’s proprietary Computrition menu management system which integrates ingredients, recipes, and menus, we provide truthful nutritional data ensuring seniors receive the critical nutrition they require to age in place at home.

Menu Cycle: TRIO will continue to use a cycle menu that changes four (4) times a year and built around menu variety.

Menu Changes & Substitutions: TRIO secures ingredients in advance of preparation to avoid menu changes and substitutions. We ensure that Sysco, our broadline distributor, has the large quantity for every product on-hand, by providing Sysco with ingredients projections at least six weeks prior to ordering.

Should a menu change be necessary, TRIO will notify Clackamas County at least two days in advance of service. Amanda Ochoa will ensure that the change meets nutritional standards and provide an updated nutritional analysis.

EXHIBIT B

Special Meals: TRIO's menus will include at least one special meal per month. Examples of special meals include:

Oktoberfest

Sausages with Sauerkraut, German Potato Salad, Carrots or Green Beans, and Apple Strudel

Hawaiian Luau

Chicken Hawaiian with Pineapple & Peppers served with Island Style Fried Rice, Warm Pineapple Rhubarb, and Tropical Slaw

Food Truck Thursday

Ancho Chicken Fajitas served on corn tortillas with cabbage slaw and taco sauce.

Sample October Menu



| Monday | Tuesday 10/1 | Wednesday 10/2 | Thursday 10/3 | Friday 10/4 |
|---|--|--|--|---|
| | Beef Sukiyaki over Brown Rice Peas & Carrots Beet & Mandarin Orange Salad French Roll Fresh Pear Milk | Beef Taco with Lettuce, Tomatoes, and Cheese Mixed Beans Pineapple Coleslaw Flour Tortilla Fresh Orange Milk | Turkey Apple Meatballs w/Glaze Whipped Potatoes Brussels Sprouts Wheatberry Sprouted Bread Fresh Banana Milk | Brunch for Lunch Pork Sausage Gravy Oven Roasted Potatoes Tropical Fruit Biscuit Fresh Apple Milk |
| 10/7 | 10/8 | 10/9 | 10/10 | 10/11 |
| Around the World <i>New!</i> Carne Asada (Beef) Whole Kernel Corn Cilantro Coleslaw Flour Tortilla <i>New!</i> Cinnamon Cake Milk | <i>New!</i> Chicken Greek Pasta Salad over Spinach Romaine Lentil Soup/Crackers (1 pkt) Rye Bran Roll Pineapple Tidbits Milk | Chicken Lo Mein Peas & Carrots Spinach Fresh Banana Milk | Brunch for Lunch ✔ Cheese Omelet w/Cheese Sauce Parslied Diced Potatoes Mixed Vegetables Biscuit Frosted Yellow Cake - Birthday Special Milk | Turkey Salad Half Sandwich Shredded Lettuce Minestrone Soup Kidney Bean Salad Sprouted Wheatberry Bread Tropical Fruit Milk |
| 10/14 | 10/15 | 10/16 | 10/17 | 10/18 |
| Spaghetti & Meat Sauce Spinach Garden Vegetable Salad Garlic Roll Fresh Pear Milk FF Italian Dressing | Around the World <i>New!</i> Beef Shawarma <i>New!</i> Lemon Rice Tomato & Corn Medley <i>New!</i> Tomato, Cucumber, and Feta Salad Fresh Orange Milk | ✔ Pasta Romanoff Broccoli & Carrots Romaine Iceberg Salad Cracked Wheat Roll Fresh Pear Milk Raspberry Vinaigrette Dressing | Beef Taco Salad w/Salsa Spinach Romaine Corn Chowder Tortilla Chips Fresh Banana Milk | Meatloaf w/Brown Gravy Garlic Whipped Potatoes Mixed Vegetables Rye Bran Roll Fresh Apple Milk |
| 10/21 | 10/22 | 10/23 | 10/24 | 10/25 |
| Around the World <i>New!</i> Chicken Thigh (Boneless) Cuban Citrus Mojo <i>New!</i> Rice with Black Beans Whole Kernel Corn Cilantro Coleslaw Fresh Banana Oat Bran Wheat Roll | Roast Pork w/Dijon Mustard Sauce Whipped Potatoes Spinach Wheat Bread Fresh Apple Milk | Breaded Pollock Fish w/Tartar Sauce (PC) Confetti Brown Rice Green Peas w/Onions Country Cottage Vegetable Blend Fresh Banana Milk | Beef Lasagna Casserole Spinach Carrot Raisin Salad Garlic Roll Fresh Apple Milk | Turkey Tetrazzini Chuckwagon Corn Garden Vegetable Salad Wheat Roll Spiced Peaches Milk French Dressing |
| 10/28 | 10/29 | 10/30 | 10/31 | |
| Ground Beef Stew Mixed Vegetables Confetti Coleslaw Oat Bran Wheat Roll Fresh Banana Milk | White Bean Chicken Chili Green Beans w/Red Peppers Marinated Vegetable Salad Multigrain Roll Fresh Orange Milk | Chicken Pastina Whole Kernel Corn Cabbage Vinaigrette Cornbread Fresh Apple Milk | Shoyu Chicken Thigh Brown Rice Peas & Carrots Carrot Mandarin Salad Oat Bran Wheat Roll Pumpkin Bar Milk | |

✔ denotes vegetarian option
New! denotes new item

Sample November Menu



| Monday | Tuesday | Wednesday | Thursday | Friday |
|---|--|--|--|---|
| | | | | 11/1 |
| | | | | Halloween Special Roasted Turkey w/Poultry Gravy Whipped Potatoes Broccoli & Carrots Squash Bread Red Devil Beet Cake Milk |
| 11/4 | 11/5 | 11/6 | 11/7 | 11/8 |
| Halloween Special Beef Mushroom Patty Garlic Whipped Potatoes Stewed Tomatoes Cracked Wheat Bread Pumpkin Bar Milk | ✓ Spicy Southwest Pasta Sliced Carrots Romaine Iceberg Salad Rye Bran Roll Fresh Banana Milk Ranch Dressing | Chicken Brunswick Stew Spinach Creamy Coleslaw Multigrain Roll Fresh Apple Milk | Beef Rigatoni Bake Mixed Vegetables Green Pea Salad Oat Bran Roll Fresh Banana Milk | Homestyle Pork Patty w/Pork Gravy Diced Potatoes Cabbage & Carrots Sprouted Wheatberry Bread Tropical Fruit Milk |
| 11/11 | 11/12 | 11/13 | 11/14 | 11/15 |
| Closed | Veteran's Day Special Hamburger w/Campfire Sauce Whole Kernel Corn Potato Salad Hamburger Bun Confetti Cake Milk | Chicken Spaghetti Chuckwagon Corn Broccoli Ranch Coleslaw Squash Roll Fresh Pear Milk | Chicken Lo Mein Peas & Carrots Asian Coleslaw Oat Bran Wheat Roll Gingerbread Applesauce Cake- Birthday Special Milk | Around the World <i>New!</i> Beef Shawarma <i>New!</i> Lemon Rice Tomato & Corn Medley <i>New!</i> Tomato, Cucumber, and Feta Salad Fresh Orange Milk |
| 11/18 | 11/19 | 11/20 | 11/21 | 11/22 |
| Turkey Salad Half Sandwich Shredded Lettuce Lentil Soup Kidney Bean Salad Wheat Bread Tropical Fruit Milk | Brunch for Lunch ✓ Cheese Omelet w/Cheese Sauce Parslied Diced Potatoes Mixed Vegetables Biscuit Fresh Banana Milk | Roast Pork w/Dijon Mustard Sauce Whipped Potatoes Spinach Wheat Bread Fresh Apple Milk | ✓ Pasta Romanoff Broccoli & Carrots Romaine Iceberg Salad Cracked Wheat Roll Fresh Pear Milk Ranch Dressing | Santa Fe Chicken Mini Salad Spinach Romaine Corn Chowder Sprouted Wheatberry Bread Fresh Banana Milk |
| 11/25 | 11/26 | 11/27 | 11/28 | 11/29 |
| Meatloaf w/Brown Gravy Garlic Whipped Potatoes Mixed Vegetables Rye Bran Roll Fresh Orange Milk | Around the World <i>New!</i> Chicken Thigh (Boneless) Cuban Citrus Mojo <i>New!</i> Rice with Black Beans Whole Kernel Corn Cilantro Coleslaw Fresh Banana Oat Bran Wheat Roll Milk | Thanksgiving Special Roasted Turkey w/Poultry Gravy Whipped Potatoes Green Peas Bread Dressing Pumpkin Bar Milk Cranberry Sauce | Closed | Closed  Nourishment through compassionate care. |

✓ denotes vegetarian option
New! denotes new item

Sample December Menu

|  | | | | |
|--|--|---|--|---|
| Monday | Tuesday | Wednesday | Thursday | Friday |
| 12/2 | 12/3 | 12/4 | 12/5 | 12/6 |
| Beef Stroganoff Spinach Marinated Vegetable Salad Multigrain Roll Fresh Apple Milk | Thanksgiving Special Roasted Turkey w/Poultry Gravy Mashed Spiced Yams Green Beans Onion Bread Baked Pumpkin Custard Milk Cranberry Sauce | ✓ Spicy Southwest Pasta Sliced Carrots Romaine Iceberg Salad Rye Bran Roll Fresh Banana Milk Balsamic Vinaigrette | Chicken Pastina Whole Kernel Corn Cabbage Vinaigrette Cornbread Fresh Apple Milk | Sweet and Sour Pork Brown Rice Peas & Carrots Carrot Mandarin Salad Fresh Pear Oat Bran Wheat Roll Milk |
| 12/9 | 12/10 | 12/11 | 12/12 | 12/13 |
| Chili Meatballs w/Spicy Tomato Sauce Delmonico Potatoes Broccoli & Cauliflower Wheat Bread Fresh Apple Milk | Turkey Rice Bake Spinach Three Bean Salad Garlic Roll Fresh Orange Milk | Chicken Spaghetti Chuckwagon Corn Broccoli Ranch Coleslaw Squash Roll Fresh Apple Milk | Chicken Brunswick Stew Spinach Creamy Coleslaw Multigrain Roll Lemon Poppy Seed Cake-Birthday Special Milk | Beef Rigatoni Bake San Francisco Vegetable Blend Green Pea Salad Oat Bran Roll Fresh Banana Milk |
| 12/16 | 12/17 | 12/18 | 12/19 | 12/20 |
| Holiday Special Roasted Turkey w/Poultry Gravy Whipped Potatoes Sliced Carrots Seven Grain Bread Carrot Cake Milk | Holiday Special Baked Ham w/Raisin Sauce Whipped Sweet Potatoes Green Beans & Carrots French Bread Apple Cobbler Milk | Holiday Special Herbed Chicken Patty w/Cordon Bleu Sauce Whipped Potatoes Broccoli Cracked Wheat Bread Candy Cane Cake Milk | Around the World <i>New!</i> Beef Shawarma <i>New!</i> Lemon Rice Tomato & Corn Medley <i>New!</i> Tomato, Cucumber, and Feta Salad Fresh Orange Milk | Turkey Salad Half Sandwich Shredded Lettuce Lentil Soup Kidney Bean Salad Wheat Bread Tropical Fruit Milk |
| 12/23 | 12/24 | 12/25 | 12/26 | 12/27 |
| Brunch for Lunch ✓ Cheese Omelet w/Cheese Sauce Parslied Diced Potatoes Mixed Vegetables Biscuit Fresh Banana Milk | Spaghetti & Meat Sauce Spinach Garden Vegetable Salad Garlic Roll Fresh Pear Milk Caesar Dressing | Closed | Around the World <i>New!</i> Chicken Thigh (Boneless) Cuban Citrus Mojo <i>New!</i> Rice with Black Beans Whole Kernel Corn Cilantro Coleslaw Fresh Banana Oat Bran Wheat Roll Milk | Roast Pork with Dijon Mustard Sauce Whipped Potatoes Spinach Wheat Bread Fresh Apple Milk |
| 12/30 | 12/31 | | | |
| Beef Taco Salad with Salsa Spinach Romaine Corn Chowder Tortilla Chips Fresh Pear Milk | Meatloaf w/Brown Gravy Garlic Whipped Potatoes Mixed Vegetables Rye Bran Roll Fresh Orange Milk | | |  <p>TRIO Community Meals Nourishment through compassionate care.</p> |

✓ denotes vegetarian option
New! denotes new item

EXHIBIT B

NUTRITIONAL ANALYSIS

Week 1 - Monday, October 14

Menu: Clackamas County **Date: Mon Oct 14, 2024**

| Recipe Name | Size | Amt (gm) | Calo ries (kcal) | Pro tein (gm) | Carbo hydrat (gm) | Dietry Fiber (gm) | Sodium (mg) | Fat (gm) | SFA (gm) | % Cal. Fat (%) | % Cal. SFA (%) | Fat Trans (gm) | Cal cium (mg) | Magne sium (mg) | Vit B6 (mg) | Vit B12 (mcg) | Vit C (mg) | Zinc (mg) | Added Sugars (gm) |
|--|--------------|----------|------------------|---------------|-------------------|-------------------|-------------|-------------|---------------|----------------|----------------|----------------|---------------|-----------------|-----------------|----------------|-------------|----------------|-------------------|
| Noon Meal | | | | | | | | | | | | | | | | | | | |
| Beef, Spaghetti Quaker (OR) | 1 cup | 236 | 320 | 18.1 | 37.5 | 3.0+ | 416 | 10.7 | 3.62+ | 30.3 | 10.2 | 0.487+ | 51 | 50+ | 0.458+ | 1.10+ | 11+ | 3.00+ | 0.0+ |
| Greens, Spinach, MOW | 1/2 cup | 113 | 39 | 4.5 | 5.4 | 4.2 | 110 | 1.0 | 0.18 | 18.2 | 3.3 | 0.000 | 173 | 93 | 0.154 | 0.00 | 2 | 0.56 | |
| Salad, Garden Vegetable (OR) | 1 cup | 85 | 16 | 1.2 | 3.1 | 1.3 | 20 | 0.2 | 0.03 | 9.0 | 1.5 | 0.000 | 27 | 19 | 0.031 | 0.00 | 16 | 0.21 | |
| Bread, Garlic French, HMD (OR) | 2.1 oz | 60 | 140 | 4.8 | 27.1 | 1.0 | 200 | 1.2 | 0.18 | 7.6 | 1.2 | 0.003+ | 19 | 11 | 0.031 | 0.04 | 0 | 0.40 | |
| Pear, Fresh | 1 each | 153 | 87 | 0.5 | 23.3 | 4.7 | 2 | 0.2 | 0.03 | 2.0 | 0.3 | 0.000 | 14 | 11 | 0.044 | 0.00 | 7 | 0.15 | |
| Milk, 1%, Ind, Local | 1 each | 227 | 95 | 7.6 | 11.3 | 0.0 | 100 | 2.2 | 1.44 | 20.7 | 13.5 | | 283 | 25 | 0.084 | 1.07 | 0 | 0.95 | |
| Salad Dressing, Italian, Fat Free (O) | 1 tablespoon | 14 | 7 | 0.1 | 1.2 | 0.1 | 160 | 0.1 | 0.04 | 16.8 | 5.7 | | 4 | 1 | 0.000 | 0.04 | 0 | 0.05 | |
| Noon Meal Totals | | | 703 | 36.9 | 108.9 | 14.3+ | 1007 | 15.6 | 5.52+ | 19.7 | 7.0 | 0.490+ | 572 | 209+ | 0.853+ | 2.25+ | 36+ | 5.32+ | 0.0+ |
| Daily Totals for 10/14/24 | | | 703 | 36.9 | 108.9 | 14.3+ | 1007 | 15.6 | 5.52+ | 19.7 | 7.0 | 0.490+ | 572 | 209+ | 0.853+ | 2.25+ | 36+ | 5.32+ | 0.0+ |
| 1/3 RDA/DRI STANDARDS, 1 MEAL (M, 70 yo) | | | 667 | 18.7 | 91.7 | 9.3 | 767 | 22.2 | 7.40 | | | | 333 | 140 | 0.570 | 0.80 | 30 | 3.67 | 16.7 |
| Percent 1/3 RDA/DRI STANDARDS, 1 MEAL (%) | | | 105 | 197.8 | 118.8 | 153.6+ | 131 | 70.2 | 74.65+ | | | | 172 | 149+ | 149.715+ | 280.98+ | 119+ | 144.91+ | 0.0+ |

Week 1 - Tuesday, October 15

Menu: Clackamas County **Date: Tue Oct 15, 2024**

| Recipe Name | Size | Amt (gm) | Calo ries (kcal) | Pro tein (gm) | Carbo hydrat (gm) | Dietry Fiber (gm) | Sodium (mg) | Fat (gm) | SFA (gm) | % Cal. Fat (%) | % Cal. SFA (%) | Fat Trans (gm) | Cal cium (mg) | Magne sium (mg) | Vit B6 (mg) | Vit B12 (mcg) | Vit C (mg) | Zinc (mg) | Added Sugars (gm) |
|--|---------|----------|------------------|---------------|-------------------|-------------------|-------------|-------------|---------------|----------------|----------------|----------------|---------------|-----------------|-----------------|----------------|------------|----------------|-------------------|
| Noon Meal | | | | | | | | | | | | | | | | | | | |
| Beef, Shawarma, w/Inside Round (C) | 3 oz | 98 | 171 | 18.0 | 1.5 | 0.3 | 48 | 9.9 | 3.88 | 53.3 | 20.9 | 0.001+ | 31 | 21 | 0.512 | 1.51 | 1 | 3.19 | |
| Rice, Lemon | 1/2 cup | 107 | 121 | 2.1 | 23.0 | 0.4 | 22 | 2.0 | 0.40 | 15.4 | 3.0 | 0.338+ | 13 | 9 | 0.054 | 0.00 | 1 | 0.32 | |
| Mix Veg, Tomatoes/Corn w/Breadcr | 1/2 cup | 154 | 112 | 3.5 | 21.8 | 3.0 | 70 | 1.8 | 0.33 | 13.6 | 2.5 | 0.169+ | 35 | 15+ | 0.117+ | 0.02+ | 4 | 0.34+ | |
| Salad, Tomato/Cucumber, w/Feta C | 1/2 cup | 112 | 53 | 2.6 | 4.6 | 0.6 | 198 | 3.0 | 2.03 | 48.2 | 32.7 | 0.000+ | 81 | 14 | 0.106 | 0.24 | 7 | 0.58 | |
| Orange, Fresh | 1 each | 96 | 45 | 0.9 | 11.2 | 2.3 | 0 | 0.1 | 0.01 | 2.1 | 0.3 | 0.000 | 38 | 10 | 0.057 | 0.00 | 51 | 0.07 | |
| Milk, 1%, Ind, Local | 1 each | 227 | 95 | 7.6 | 11.3 | 0.0 | 100 | 2.2 | 1.44 | 20.7 | 13.5 | | 283 | 25 | 0.084 | 1.07 | 0 | 0.95 | |
| Noon Meal Totals | | | 597 | 34.7 | 73.5 | 6.6 | 438 | 19.0 | 8.09 | 28.7 | 12.1 | 0.507+ | 481 | 93+ | 0.929+ | 2.84+ | 64 | 5.45+ | |
| Daily Totals for 10/15/24 | | | 597 | 34.7 | 73.5 | 6.6 | 438 | 19.0 | 8.09 | 28.7 | 12.1 | 0.507+ | 481 | 93+ | 0.929+ | 2.84+ | 64 | 5.45+ | |
| 1/3 RDA/DRI STANDARDS, 1 MEAL (M, 70 yo) | | | 667 | 18.7 | 91.7 | 9.3 | 767 | 22.2 | 7.40 | | | | 333 | 140 | 0.570 | 0.80 | 30 | 3.67 | 16.7 |
| Percent 1/3 RDA/DRI STANDARDS, 1 MEAL (%) | | | 90 | 186.0 | 80.1 | 70.8 | 57 | 85.5 | 109.34 | | | | 144 | 67+ | 163.004+ | 355.35+ | 213 | 148.61+ | |

Week 1 - Wednesday, October 16

Menu: Clackamas County **Date: Wed Oct 16, 2024**

| Recipe Name | Size | Amt (gm) | Calo ries (kcal) | Pro tein (gm) | Carbo hydrat (gm) | Dietry Fiber (gm) | Sodium (mg) | Fat (gm) | SFA (gm) | % Cal. Fat (%) | % Cal. SFA (%) | Fat Trans (gm) | Cal cium (mg) | Magne sium (mg) | Vit B6 (mg) | Vit B12 (mcg) | Vit C (mg) | Zinc (mg) | Added Sugars (gm) |
|--|--------------|----------|------------------|---------------|-------------------|-------------------|-------------|--------------|----------------|----------------|----------------|----------------|---------------|-----------------|----------------|----------------|-------------|----------------|-------------------|
| Noon Meal | | | | | | | | | | | | | | | | | | | |
| Vegetarian, Vegetable Romanoff (O) | 1 cup | 455 | 383 | 19.6 | 38.9 | 4.1+ | 500 | 16.6 | 6.58+ | 38.9 | 15.5 | 0.272+ | 351 | 55+ | 0.198+ | 0.78+ | 11+ | 2.21+ | |
| Mix Veg, Broccoli & Carrots | 1/2 cup | 180 | 49 | 1.7 | 6.2 | 2.8 | 63 | 2.0 | 0.37 | 36.8 | 6.6 | 0.338 | 32 | 16 | 0.117 | 0.00 | 18 | 0.42 | |
| Salad, Tossed, Romaine/Iceberg (O) | 1 cup | 34 | 5 | 0.4 | 1.1 | 0.6 | 3 | 0.1 | 0.01 | 10.5 | 1.4 | 0.000 | 9 | 4 | 0.020 | 0.00 | 1 | 0.07 | |
| Bread, Cracked Wheat, HMD (OR) | 1.749 oz | 49 | 131 | 3.7 | 21.5 | 1.1 | 195 | 3.5 | 0.31 | 23.6 | 2.1 | 0.012+ | 19 | 15 | 0.033 | 0.06 | 0 | 0.34 | |
| Pear, Fresh | 1 each | 153 | 87 | 0.5 | 23.3 | 4.7 | 2 | 0.2 | 0.03 | 2.0 | 0.3 | 0.000 | 14 | 11 | 0.044 | 0.00 | 7 | 0.15 | |
| Milk, 1%, Ind, Local | 1 each | 227 | 95 | 7.6 | 11.3 | 0.0 | 100 | 2.2 | 1.44 | 20.7 | 13.5 | | 283 | 25 | 0.084 | 1.07 | 0 | 0.95 | |
| Salad Dressing, Raspberry Vinaigre | 1 tablespoon | 14 | 15 | 0.0 | 3.6 | 0.0 | 109 | 0.0 | 0.00 | 0.0 | 0.0 | | 0 | | | | 0 | | |
| Noon Meal Totals | | | 766 | 33.5 | 105.8 | 13.3+ | 971 | 24.6 | 8.74+ | 28.8 | 10.3 | 0.621+ | 708 | 126+ | 0.496+ | 1.91+ | 37+ | 4.15+ | |
| Daily Totals for 10/16/24 | | | 766 | 33.5 | 105.8 | 13.3+ | 971 | 24.6 | 8.74+ | 28.8 | 10.3 | 0.621+ | 708 | 126+ | 0.496+ | 1.91+ | 37+ | 4.15+ | |
| 1/3 RDA/DRI STANDARDS, 1 MEAL (M, 70 yo) | | | 667 | 18.7 | 91.7 | 9.3 | 767 | 22.2 | 7.40 | | | | 333 | 140 | 0.570 | 0.80 | 30 | 3.67 | 16.7 |
| Percent 1/3 RDA/DRI STANDARDS, 1 MEAL (%) | | | 115 | 179.7 | 115.4 | 142.4+ | 127 | 110.6 | 118.10+ | | | | 212 | 90+ | 86.990+ | 239.03+ | 125+ | 112.96+ | |

Week 1 - Thursday, October 17

Menu: Clackamas County **Date: Thu Oct 17, 2024**

| Recipe Name | Size | Amt (gm) | Calo ries (kcal) | Pro tein (gm) | Carbo hydrat (gm) | Dietry Fiber (gm) | Sodium (mg) | Fat (gm) | SFA (gm) | % Cal. Fat (%) | % Cal. SFA (%) | Fat Trans (gm) | Cal cium (mg) | Magne sium (mg) | Vit B6 (mg) | Vit B12 (mcg) | Vit C (mg) | Zinc (mg) | Added Sugars (gm) |
|--|---------------|----------|------------------|---------------|-------------------|-------------------|-------------|---------------|----------------|----------------|----------------|----------------|---------------|-----------------|-----------------|----------------|-------------|----------------|-------------------|
| Noon Meal | | | | | | | | | | | | | | | | | | | |
| Salad, Beef, Taco (OR) | 1/2 cup | 146 | 218 | 16.9 | 7.0 | 2.2 | 303 | 13.3 | 5.14+ | 55.5 | 21.5 | 0.533+ | 86 | 26+ | 0.339+ | 1.29+ | 1 | 2.91+ | |
| Sauce, Salsa (OR) | 2 tablespoons | 28 | 14 | 0.0 | 0.9 | 0.0 | 90 | 0.9 | 0.00 | 69.2 | 0.0 | | 0 | | | | 6 | | |
| Salad, Tossed, Romaine/Spinach (C) | 1 cup | 35 | 7 | 0.7 | 1.2 | 0.8 | 16 | 0.1 | 0.02 | 12.3 | 1.8 | 0.000 | 24 | 17 | 0.048 | 0.00 | 6 | 0.14 | |
| Soup, Corn Chowder (OR) | 1 cup | 238 | 194 | 8.4+ | 27.1 | 1.3+ | 183 | 6.1+ | 1.03+ | 28.2 | 4.7 | 0.030+ | 251+ | 36+ | 0.188+ | 0.77+ | 8+ | 1.06+ | |
| Chips, Tortilla, Bulk | 1 ounce | 28 | 134 | 2.0 | 19.2 | 1.5 | 93 | 5.9 | 0.80 | 38.3 | 5.2 | 0.230 | 30 | 24 | 0.051 | 0.10 | 0 | 0.39 | |
| Banana, Fresh | 1 each | 118 | 105 | 1.3 | 27.0 | 3.1 | 1 | 0.4 | 0.13 | 3.0 | 1.0 | 0.000 | 6 | 32 | 0.433 | 0.00 | 10 | 0.18 | |
| Milk, 1%, Ind, Local | 1 each | 227 | 95 | 7.6 | 11.3 | 0.0 | 100 | 2.2 | 1.44 | 20.7 | 13.5 | | 283 | 25 | 0.084 | 1.07 | 0 | 0.95 | |
| Noon Meal Totals | | | 768 | 36.9+ | 93.8 | 8.8+ | 785 | 28.9+ | 8.54+ | 34.0 | 10.1 | 0.793+ | 680+ | 159+ | 1.143+ | 3.23+ | 30+ | 5.62+ | |
| Daily Totals for 10/17/24 | | | 768 | 36.9+ | 93.8 | 8.8+ | 785 | 28.9+ | 8.54+ | 34.0 | 10.1 | 0.793+ | 680+ | 159+ | 1.143+ | 3.23+ | 30+ | 5.62+ | |
| 1/3 RDA/DRI STANDARDS, 1 MEAL (M, 70 yo) | | | 667 | 18.7 | 91.7 | 9.3 | 767 | 22.2 | 7.40 | | | | 333 | 140 | 0.570 | 0.80 | 30 | 3.67 | 16.7 |
| Percent 1/3 RDA/DRI STANDARDS, 1 MEAL (%) | | | 115 | 197.9+ | 102.3 | 94.6+ | 102 | 129.9+ | 115.46+ | | | | 204+ | 114+ | 200.490+ | 403.30+ | 101+ | 153.17+ | |

Week 1 - Friday, October 18

Menu: Clackamas County **Date: Fri Oct 18, 2024**

| Recipe Name | Size | Amt (gm) | Calo ries (kcal) | Pro tein (gm) | Carbo hydrat (gm) | Dietry Fiber (gm) | Sodium (mg) | Fat (gm) | SFA (gm) | % Cal. Fat (%) | % Cal. SFA (%) | Fat Trans (gm) | Cal cium (mg) | Magne sium (mg) | Vit B6 (mg) | Vit B12 (mcg) | Vit C (mg) | Zinc (mg) | Added Sugars (gm) |
|-------------------------------------|-------------|----------|------------------|---------------|-------------------|-------------------|-------------|----------|----------|----------------|----------------|----------------|---------------|-----------------|-------------|---------------|------------|-----------|-------------------|
| Noon Meal | | | | | | | | | | | | | | | | | | | |
| Beef, Meatloaf, w/ Turkey, HMD (OF) | 4.14 ounces | 142 | 271 | 20.2 | 7.0 | 1.5 | 472 | 17.4 | 6.16 | 59.1 | 20.8 | 0.837+ | 66 | 37+ | 0.444+ | 1.87+ | 2+ | 3.97+ | 0.0+ |
| Gravy, Brown, CC | 1 oz | 33 | 16 | 0.2 | 1.4 | 0.0 | 73 | 1.0 | 0.12 | 56.8 | 7.3 | 0.000 | 5 | 0+ | 0.000+ | 0.00+ | 0+ | 0.00+ | 0.0+ |
| Potatoes, Whipped, Garlic, LF, LS | 1/2 cup | 109 | 106 | 3.5 | 22.4 | 2.1 | 46 | 0.3 | 0.25 | 2.9 | 2.1 | 0.000+ | 51 | 4+ | 0.013+ | 0.09+ | 34 | 0.11+ | |
| Mix Veg, 5 Way Mix, LF, LS (OR) | 1/2 cup | 176 | 72 | 3.3 | 13.4 | 4.0 | 49 | 0.5 | 0.10 | 6.5 | 1.2 | 0.000 | 27 | 25 | 0.096 | 0.00 | 10 | 0.45 | |
| Bread, Roll, Rye Bran, HMD (OR) | 1.78 oz | 45 | 128 | 3.4 | 21.6 | 2.1 | 115 | 3.5 | 0.30 | 24.0 | 2.0 | 0.012+ | 17 | 26 | 0.057 | 0.04 | 0 | 0.49 | |
| Apple, Fresh | 1 each | 127 | 66 | 0.3 | 17.5 | 3.0 | 1 | 0.2 | 0.04 | 2.6 | 0.4 | 0.000 | 8 | 6 | 0.052 | 0.00 | 6 | 0.05 | |
| Milk, 1%, Ind, Local | 1 each | 227 | 95 | 7.6 | 11.3 | 0.0 | 100 | 2.2 | 1.44 | 20.7 | 13. | | | | | | | | |

EXHIBIT B

NUTRITIONAL ANALYSIS

Week 1 - Monday, November 18

| Menu: Clackamas County | | Date: Mon Nov 18, 2024 | | | | | | | | | | | | | | | | | | |
|---|---------|------------------------|------------------|---------------|-------------------|-------------------|--------------|---------------|--------------|----------------|----------------|----------------|---------------|-----------------|-----------------|----------------|-------------|----------------|-------------------|--|
| Recipe Name | Size | Amt (gm) | Calo ries (kcal) | Pro tein (gm) | Carbo hydrat (gm) | Dietry Fiber (gm) | Sodium (mg) | Fat (gm) | SFA (gm) | % Cal. Fat (%) | % Cal. SFA (%) | Fat Trans (gm) | Cal cium (mg) | Magne sium (mg) | Vit B6 (mg) | Vit B12 (mcg) | Vit C (mg) | Zinc (mg) | Added Sugars (gm) | |
| Noon Meal | | | | | | | | | | | | | | | | | | | | |
| Salad, Turkey, HMD (OR) | 1/2 cup | 99 | 107 | 17.7 | 3.0 | 0.9 | 112 | 2.3 | 0.52 | 19.8 | 4.5 | 0.017 | 31 | 27 | 0.500 | 0.22 | 3 | 1.09 | | |
| Salad, Lettuce, Shredded | 1/4 cup | 19 | 3 | 0.2 | 0.6 | 0.2 | 2 | 0.0 | 0.00 | 7.5 | 1.0 | 0.000 | 3 | 1 | 0.008 | 0.00 | 1 | 0.03 | | |
| Soup, Lentil, Vegetarian (OR) | 1 cup | 269 | 137 | 6.0+ | 20.5 | 3.2+ | 92 | 3.7+ | 0.70+ | 24.6 | 4.6 | 0.633+ | 26+ | 17+ | 0.165+ | 0.00+ | 3+ | 0.81+ | | |
| Salad, Bean, Kidney, Dry | 1/2 cup | 175 | 244 | 9.7 | 34.6 | 10.3 | 52 | 8.1 | 1.26 | 29.1 | 4.5 | 0.041+ | 64 | 59+ | 0.169+ | 0.00+ | 3 | 1.15+ | | |
| Bread, Whole Grain, Sliced, CACFF | 1 slice | 28 | 75 | 3.0 | 13.6 | 1.1 | 142 | 0.9 | 0.22 | 10.9 | 2.6 | 0.007 | 37 | 13 | 0.031 | 0.00 | 0 | 0.33 | | |
| Fruit, Tropical, Canned (OR) | 1/2 cup | 155 | 134 | 0.6 | 34.7 | 2.0 | 3 | 0.2 | 0.03 | 1.0 | 0.2 | 0.000 | 20 | 20 | 0.186 | 0.00 | 27 | 0.17 | | |
| Milk, 1%, Ind, Local | 1 each | 227 | 95 | 7.6 | 11.3 | 0.0 | 100 | 2.2 | 1.44 | 20.7 | 13.5 | | 283 | 25 | 0.084 | 1.07 | 0 | 0.95 | | |
| Noon Meal Totals | | 793 | 44.9+ | 118.3 | 17.8+ | 17.8+ | 510 | 17.4+ | 4.17+ | 19.6 | 4.7 | 0.699+ | 466+ | 162+ | 1.143+ | 1.29+ | 37+ | 4.55+ | | |
| Daily Totals for 11/18/24 | | 793 | 44.9+ | 118.3 | 17.8+ | 17.8+ | 510 | 17.4+ | 4.17+ | 19.6 | 4.7 | 0.699+ | 466+ | 162+ | 1.143+ | 1.29+ | 37+ | 4.55+ | | |
| 1/3 RDA/DR I STANDARDS, 1 MEAL (M, 70 yo) | | 667 | 18.7 | 91.7 | 9.3 | 767 | 22.2 | 7.40 | | | | | 333 | 140 | 0.570 | 0.80 | 30 | 3.67 | 16.7 | |
| Percent 1/3 RDA/DR I STANDARDS, 1 MEAL (%) | | 119 | 240.2+ | 129.1 | 190.8+ | 67 | 78.3+ | 56.30+ | | | | | 140+ | 116+ | 200.517+ | 161.64+ | 123+ | 123.88+ | | |

Week 1 - Tuesday, November 19

| Menu: Clackamas County | | Date: Tue Nov 19, 2024 | | | | | | | | | | | | | | | | | | |
|---|---------|------------------------|------------------|---------------|-------------------|-------------------|---------------|----------------|-------------|----------------|----------------|----------------|---------------|-----------------|-----------------|----------------|--------------|---------------|-------------------|--|
| Recipe Name | Size | Amt (gm) | Calo ries (kcal) | Pro tein (gm) | Carbo hydrat (gm) | Dietry Fiber (gm) | Sodium (mg) | Fat (gm) | SFA (gm) | % Cal. Fat (%) | % Cal. SFA (%) | Fat Trans (gm) | Cal cium (mg) | Magne sium (mg) | Vit B6 (mg) | Vit B12 (mcg) | Vit C (mg) | Zinc (mg) | Added Sugars (gm) | |
| Noon Meal | | | | | | | | | | | | | | | | | | | | |
| Holiday, Brunch Special | 1 each | 0 | | | | | | | | | | | | | | | | | | |
| Eggs, Cheese Omelet (OR) | 1 each | 85 | 163 | 9.8 | 1.6 | 0.0 | 267 | 12.4 | 3.74 | 71.1 | 21.4 | | 134 | | | | | 0 | | |
| Sauce, Cheese, HMD, 1 oz (OR) | 1 oz | 30 | 63 | 2.9+ | 3.0 | 0.0+ | 187 | 4.4+ | 2.05+ | 62.5 | 29.3 | 0.332+ | 130+ | 6+ | 0.015+ | 0.25+ | 0+ | 0.40+ | | |
| Potatoes, Parslied, Diced, LS | 1/2 cup | 507 | 113 | 2.6 | 22.0 | 2.7 | 37 | 2.0 | 0.38 | 15.1 | 2.9 | 0.338 | 29 | 34 | 0.376 | 0.00 | 25 | 0.39 | | |
| Mix Veg, 5 Way Mix | 1/2 cup | 178 | 90 | 3.3 | 13.5 | 4.0 | 68 | 2.5 | 0.48 | 25.3 | 4.8 | 0.371 | 27 | 25 | 0.096 | 0.00 | 10 | 0.45 | | |
| Bread, Biscuit, Mix (OR) | 1 each | 33 | 76 | 1.7 | 11.0 | 0.4 | 217 | 2.7 | 0.63 | 32.8 | 7.6 | 0.000+ | 42 | 6 | 0.015 | 0.05 | 0 | 0.14 | | |
| Banana, Fresh | 1 each | 118 | 105 | 1.3 | 27.0 | 3.1 | 1 | 0.4 | 0.13 | 3.0 | 1.0 | 0.000 | 6 | 32 | 0.433 | 0.00 | 10 | 0.18 | | |
| Milk, 1%, Ind, Local | 1 each | 227 | 95 | 7.6 | 11.3 | 0.0 | 100 | 2.2 | 1.44 | 20.7 | 13.5 | | 283 | 25 | 0.084 | 1.07 | 0 | 0.95 | | |
| Noon Meal Totals | | 706+ | 29.3+ | 89.3+ | 10.2+ | 877+ | 26.6+ | 8.85+ | 34.4 | 11.4 | 1.041+ | 652+ | 127+ | 1.019+ | 1.37+ | 46+ | 2.50+ | | | |
| Daily Totals for 11/19/24 | | 706+ | 29.3+ | 89.3+ | 10.2+ | 877+ | 26.6+ | 8.85+ | 34.4 | 11.4 | 1.041+ | 652+ | 127+ | 1.019+ | 1.37+ | 46+ | 2.50+ | | | |
| 1/3 RDA/DR I STANDARDS, 1 MEAL (M, 70 yo) | | 667 | 18.7 | 91.7 | 9.3 | 767 | 22.2 | 7.40 | | | | | 333 | 140 | 0.570 | 0.80 | 30 | 3.67 | 16.7 | |
| Percent 1/3 RDA/DR I STANDARDS, 1 MEAL (%) | | 106+ | 156.7+ | 97.4+ | 109.2+ | 114+ | 119.8+ | 119.63+ | | | | | 196+ | 91+ | 178.821+ | 170.97+ | 153+ | 68.23+ | | |

Week 1 - Wednesday, November 20

| Menu: Clackamas County | | Date: Wed Nov 20, 2024 | | | | | | | | | | | | | | | | | | |
|---|----------|------------------------|------------------|---------------|-------------------|-------------------|--------------|---------------|-------------|----------------|----------------|----------------|---------------|-----------------|-----------------|----------------|--------------|----------------|-------------------|--|
| Recipe Name | Size | Amt (gm) | Calo ries (kcal) | Pro tein (gm) | Carbo hydrat (gm) | Dietry Fiber (gm) | Sodium (mg) | Fat (gm) | SFA (gm) | % Cal. Fat (%) | % Cal. SFA (%) | Fat Trans (gm) | Cal cium (mg) | Magne sium (mg) | Vit B6 (mg) | Vit B12 (mcg) | Vit C (mg) | Zinc (mg) | Added Sugars (gm) | |
| Noon Meal | | | | | | | | | | | | | | | | | | | | |
| Pork, LoIn, Ckd (OR) | 3 ounces | 64 | 160 | 17.5 | 0.0 | 0.0 | 38 | 9.4 | 3.46 | 54.9 | 20.1 | | 12 | 17 | 0.333 | 0.46 | 0 | 1.50 | | |
| Sauce, Creamy Dijon, HMD, 2 oz (OR) | 1 oz | 26 | 31 | 0.2+ | 5.9 | 0.0+ | 57 | 2.7+ | 1.73+ | 79.1 | 50.5 | 0.093+ | 5+ | 1+ | 0.003+ | 0.01+ | 0+ | 0.02+ | | |
| Potatoes, Whipped, LF, LS | 1/2 cup | 111 | 105 | 3.4 | 22.2 | 2.1 | 45 | 0.3 | 0.25 | 2.9 | 2.1 | 0.000+ | 51 | 4+ | 0.008+ | 0.09+ | 34 | 0.10+ | | |
| Greens, Spinach, MOW | 1/2 cup | 113 | 39 | 4.5 | 5.4 | 4.2 | 110 | 1.0 | 0.18 | 18.2 | 3.3 | 0.000 | 173 | 93 | 0.154 | 0.00 | 2 | 0.56 | | |
| Bread, Wheat, Sliced, Local | 1 slice | 28 | 87 | 4.6 | 14.5 | 2.1 | 160 | 1.2 | 0.26 | 12.0 | 2.7 | 0.291 | 37 | 28 | 0.067 | 0.00 | 0 | 0.61 | | |
| Apple, Fresh | 1 each | 127 | 66 | 0.3 | 17.5 | 3.0 | 1 | 0.2 | 0.04 | 2.6 | 0.4 | 0.000 | 8 | 6 | 0.052 | 0.00 | 6 | 0.05 | | |
| Milk, 1%, Ind, Local | 1 each | 227 | 95 | 7.6 | 11.3 | 0.0 | 100 | 2.2 | 1.44 | 20.7 | 13.5 | | 283 | 25 | 0.084 | 1.07 | 0 | 0.95 | | |
| Noon Meal Totals | | 582 | 38.2+ | 76.8 | 11.4+ | 512 | 17.0+ | 7.35+ | 26.4 | 11.5 | 0.383+ | 570+ | 173+ | 0.700+ | 1.63+ | 43+ | 3.78+ | | | |
| Daily Totals for 11/20/24 | | 582 | 38.2+ | 76.8 | 11.4+ | 512 | 17.0+ | 7.35+ | 26.4 | 11.5 | 0.383+ | 570+ | 173+ | 0.700+ | 1.63+ | 43+ | 3.78+ | | | |
| 1/3 RDA/DR I STANDARDS, 1 MEAL (M, 70 yo) | | 667 | 18.7 | 91.7 | 9.3 | 767 | 22.2 | 7.40 | | | | | 333 | 140 | 0.570 | 0.80 | 30 | 3.67 | 16.7 | |
| Percent 1/3 RDA/DR I STANDARDS, 1 MEAL (%) | | 87 | 204.7+ | 83.8 | 122.5+ | 67 | 76.7+ | 99.31+ | | | | | 171+ | 124+ | 122.890+ | 203.26+ | 142+ | 103.08+ | | |

Week 1 - Thursday, November 21

| Menu: Clackamas County | | Date: Thu Nov 21, 2024 | | | | | | | | | | | | | | | | | | |
|---|--------------|------------------------|------------------|---------------|-------------------|-------------------|--------------|----------------|-------------|----------------|----------------|----------------|---------------|-----------------|----------------|----------------|--------------|----------------|-------------------|--|
| Recipe Name | Size | Amt (gm) | Calo ries (kcal) | Pro tein (gm) | Carbo hydrat (gm) | Dietry Fiber (gm) | Sodium (mg) | Fat (gm) | SFA (gm) | % Cal. Fat (%) | % Cal. SFA (%) | Fat Trans (gm) | Cal cium (mg) | Magne sium (mg) | Vit B6 (mg) | Vit B12 (mcg) | Vit C (mg) | Zinc (mg) | Added Sugars (gm) | |
| Noon Meal | | | | | | | | | | | | | | | | | | | | |
| Vegetarian, Vegetable Romanoff (O) | 1 cup | 455 | 383 | 19.6 | 38.9 | 4.1+ | 500 | 16.6 | 6.58+ | 38.9 | 15.5 | 0.272+ | 351 | 55+ | 0.198+ | 0.78+ | 11+ | 2.21+ | | |
| Mix Veg, Broccoli & Carrots | 1/2 cup | 180 | 49 | 1.7 | 6.2 | 2.8 | 63 | 2.0 | 0.37 | 36.8 | 6.6 | 0.338 | 32 | 16 | 0.117 | 0.00 | 18 | 0.42 | | |
| Salad, Tossed, Romaine/Iceberg (C) | 1 cup | 34 | 5 | 0.4 | 1.1 | 0.6 | 3 | 0.1 | 0.01 | 10.5 | 1.4 | 0.000 | 9 | 4 | 0.020 | 0.00 | 1 | 0.07 | | |
| Bread, Cracked Wheat, HMD (OR) | 1.749 oz | 49 | 131 | 3.7 | 21.5 | 1.1 | 195 | 3.5 | 0.31 | 23.6 | 2.1 | 0.012+ | 19 | 15 | 0.033 | 0.06 | 0 | 0.34 | | |
| Pear, Fresh | 1 each | 153 | 87 | 0.5 | 23.3 | 4.7 | 2 | 0.2 | 0.03 | 2.0 | 0.3 | 0.000 | 14 | 11 | 0.044 | 0.00 | 7 | 0.15 | | |
| Milk, 1%, Ind, Local | 1 each | 227 | 95 | 7.6 | 11.3 | 0.0 | 100 | 2.2 | 1.44 | 20.7 | 13.5 | | 283 | 25 | 0.084 | 1.07 | 0 | 0.95 | | |
| Salad Dressing, Ranch (OR) | 1 tablespoon | 14 | 61 | 0.2 | 0.8 | 0.0 | 128 | 6.3 | 0.99 | 93.3 | 14.6 | 0.026 | 4 | 1 | 0.004 | 0.02 | 0 | 0.02 | | |
| Noon Meal Totals | | 812 | 33.7 | 103.0 | 13.3+ | 990 | 30.9 | 9.73+ | 34.1 | 10.8 | 0.647+ | 712 | 127+ | 0.500+ | 1.94+ | 37+ | 4.17+ | | | |
| Daily Totals for 11/21/24 | | 812 | 33.7 | 103.0 | 13.3+ | 990 | 30.9 | 9.73+ | 34.1 | 10.8 | 0.647+ | 712 | 127+ | 0.500+ | 1.94+ | 37+ | 4.17+ | | | |
| 1/3 RDA/DR I STANDARDS, 1 MEAL (M, 70 yo) | | 667 | 18.7 | 91.7 | 9.3 | 767 | 22.2 | 7.40 | | | | | 333 | 140 | 0.570 | 0.80 | 30 | 3.67 | 16.7 | |
| Percent 1/3 RDA/DR I STANDARDS, 1 MEAL (%) | | 122 | 180.7 | 112.4 | 142.4+ | 129 | 139.0 | 131.44+ | | | | | 214 | 90+ | 87.736+ | 242.04+ | 124+ | 113.62+ | | |

Week 1 - Friday, November 22

| Menu: Clackamas County | | Date: Fri Nov 22, 2024 | | | | | | | | | | | | | | | | | | |
|-------------------------------------|--------|------------------------|------------------|---------------|-------------------|-------------------|-------------|----------|----------|----------------|----------------|----------------|---------------|-----------------|-------------|---------------|------------|-----------|-------------------|--|
| Recipe Name | Size | Amt (gm) | Calo ries (kcal) | Pro tein (gm) | Carbo hydrat (gm) | Dietry Fiber (gm) | Sodium (mg) | Fat (gm) | SFA (gm) | % Cal. Fat (%) | % Cal. SFA (%) | Fat Trans (gm) | Cal cium (mg) | Magne sium (mg) | Vit B6 (mg) | Vit B12 (mcg) | Vit C (mg) | Zinc (mg) | Added Sugars (gm) | |
| Noon Meal | | | | | | | | | | | | | | | | | | | | |
| Salad, Chicken, Santa Fe, Mini (OR) | 1 each | 108 | 131 | 13.2 | 9.1 | 1.7 | 259 | 4.8 | 1.14+ | 32.8 | 7.7 | 0.002+ | 27 | 29+ | 0.419+ | 0.20+ | 18 | 0.78+ | | |
| Salad, Tossed, Romaine/Spinach (C) | 1 cup | 35 | 7 | 0.7 | 1.2 | 0.8 | 16 | 0.1 | 0.02 | 12.3 | 1.8 | 0.000 | 24 | 17 | 0.048 | 0.00 | 6 | 0.14 | | |
| Soup, Corn Chowder (OR) | 1 cup | 238 | 194 | 8.4+ | 27.1 | 1.3+ | 183 | 6.1+ | 1.03+ | 28.2 | 4.7 | 0.030+ | 251+ | 36+ | 0.188+ | 0.77+ | 8+ | 1.06+ | | |
| Bread, Wheatberry, Sprouted | 1 each | 45 | 110 | 6.0 | 18.0 | 5.0 | 210 | 1.5 | 0.00 | 12.3 | 0.0 | 0.000 | 22 | 47 | 0.117 | 0.17 | 0 | 0.88 | 2.0 | |
| Banana, Fresh | 1 each | 118 | 105 | 1.3 | 27.0 | 3.1 | 1 | 0.4 | 0.13 | 3.0 | 1.0 | 0.000 | 6 | | | | | | | |

SPECIAL DIETS

For Clackamas County's program, TRIO has the experience and capability to provide special diet meals to include uncalculated diabetic meals, moderate sodium restricted meals, and low cholesterol meals.

For each diet type, TRIO's Registered Dietitian will create a standardized recipe that meets the nutritional requirements. TRIO will distinguish each meal type with a unique meal label and packaging to easily identify the meal type.

FROZEN MEALS

TRIO has the production and storage capacity to provide frozen meals that meet the quality, variety and nutritional requirements of meals provided to sites. TRIO's Registered Dietitian, Amanda Ochoa, makes appropriate menu adjustments to the congregate menu for items that do not freeze well such as salads.

STANDARDIZED RECIPES AND PORTION CONTROL

TRIO's extensive recipe database includes the standardized recipes that our production team follows to prepare your meals. TRIO's standardized recipes state weights, measurements, yield and portion size.

For each day's meal preparation, recipes are printed to the scale of your program. The production team must follow these recipes, ensuring meals meet all nutritional requirements. These recipes enable us to provide consistent, quality meals and truthful nutritional calculations.

The Assistant Manager and Production Lead tastes and evaluates the appearance of each item. If necessary, adjustments are made to ensure quality meals are served.

PURCHASING

TRIO affirms that all foods are procured from sources that comply with all federal, state, and local laws that relate to food production, manufacturing, packaging and labeling. TRIO can sell consumable supplies to all meal sites in SSD-ADS service area.

TRIO's food service director can only procure ingredients, supplies, and chemicals from distributors and vendors approved by our corporate procurement team. Approved vendors have been thoroughly vetted to meet your food purchasing requirements and standards, as well as safety standards, quality, and consistency by our procurement team.

Crucial to effective budgeting, TRIO's procurement team maintains constant communication with vendors, allowing us to stay up to date on current market conditions. This valuable information often enables us to adjust menus ahead of time due to known product shortages.

TRIO and our sister companies have national contracts with Sysco Corporation, Network Distribution, and National Produce Consultants as our broad line distributor for food and supplies. TRIO has access to several other food distributors as secondary suppliers. Our distribution contract with Sysco gives us priority in the distribution channel, which has been extremely valuable during severe product shortages.

SANITATION

FOOD SERVICE INSPECTION REPORT

Marion County Environmental Health, 3160 Center Street NE Salem, OR 97301

Facility: TRIO Community Meals
2655 NE Hyacinth
Keizer, OR 97303

Inspection Type: Semi-Annual
Inspection Result: Complied
Facility ID #: ABAA-B39UL2
Seats:

Owner: TRIO Community Meals, LLC
775 Woodlands Parkway STE 100
Ridgeland, MS 39157

County: Marion
Inspector: William Lewis
Inspection Date: 05/29/2024

AN EVALUATION OF SANITATION ON YOUR PREMISES HAS THIS DAY BEEN MADE AND YOU ARE HEREBY NOTIFIED OF THE VIOLATIONS FOUND UNDER ORS 624 AND OAR 333-150. SUCH VIOLATIONS MAY RESULT IN DENIAL, SUSPENSION, OR REVOCATION OF YOUR LICENSE; OR CLOSURE OF THE FOOD SERVICE FACILITY MAY RESULT FROM UNCORRECTED VIOLATIONS OR FAILURE TO MAINTAIN THE MINIMUM ACCEPTABLE SCORE. YOU MAY OBTAIN A CONTESTED CASE HEARING FOR ANY DENIAL, SUSPENSION OR CLOSURE BY CONTACTING THE LICENSING AGENCY. SUCH HEARINGS ARE IN ACCORDANCE WITH ORS CHAPTER 183.

FOODBORNE ILLNESS RISK FACTORS

| IN=In Compliance | | OUT=Out of Compliance | | N/O=Not Observed during inspection | | N/A=Not Applicable to this facility | |
|--|-----|---|--|--|----------|--|--|
| Supervision | | | | | | | |
| 1 | IN | PIC present, demonstrates knowledge, performs duties | | 16 | N/O | Proper cooking time and temperatures | |
| Employee Health | | | | | | | |
| 2 | IN | Management awareness; policy present | | 17 | N/O | Proper reheating procedures for hot holding | |
| 3 | IN | Proper use of restriction & exclusion | | 18 | N/O | Proper cooling time and temperatures | |
| Good Hygienic Practices | | | | | | | |
| 4 | IN | Proper eating, tasting, drinking, or tobacco use | | 19 | IN | Proper hot and cold holding temperatures | |
| 5 | IN | No discharge from eyes, nose, and mouth | | 20 | | RESERVED | |
| Preventing Contamination by Hands | | | | | | | |
| 6 | IN | Hands clean and properly washed | | 21 | IN | Proper date marking and disposition | |
| 7 | IN | Minimize bare hand contact with ready-to-eat foods | | 22 | N/A | Time as a public health control: procedures & records | |
| 8 | IN | Adequate handwashing sinks, properly supplied and accessible | | 23 | N/A | Consumer advisory provided for raw or undercooked foods | |
| Approved Source | | | | | | | |
| 9 | IN | Food obtained from approved source | | 24 | RESERVED | Highly Susceptible Populations | |
| 10 | N/O | Food received at proper temperature | | 25 | N/A | Food additives: approved and properly used | |
| 11 | IN | Food in good condition, safe and unadulterated | | 26 | IN | Toxic substances properly identified, stored & used | |
| 12 | N/A | Required records available: shellstock tags, parasite destr. | | 27 | N/A | Compliance with variance, spec. process, ROP or HACCP plan | |
| Protection From Contamination | | | | | | | |
| 13 | IN | Food separated and protected | | Risk factors are improper practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury. Public Health Interventions are control measures to prevent foodborne illness or injury. | | | |
| 14 | IN | Food-contact surfaces: cleaned and sanitized | | | | | |
| 15 | IN | Proper disp. of returned, prev. served, recondit. & unsafe food | | | | | |

ADDITIONAL ITEMS OF PUBLIC HEALTH CONCERN

| OUT=Out of Compliance | | | |
|---|-----|--|--|
| Safe Food and Water | | | |
| 28 | | Pasteurized eggs used where required | |
| 29 | | Water and ice from approved source | |
| 30 | | Variance obtained for specialized processing methods | |
| Food Temperature Control | | | |
| 31 | | Proper cooling methods used; adequate equip. for temp control | |
| 32 | | Plant food properly cooked for hot holding | |
| 33 | | Approved thawing methods used | |
| 34 | | Thermometers provided and accurate | |
| Food Identification | | | |
| 35 | | Food properly labeled; original container | |
| Prevention of Food Contamination | | | |
| 36 | | Insects, rodents, and animals not present | |
| 37 | | Contam prevented during food preparation, storage & display | |
| 38 | | Personal cleanliness | |
| 39 | | Wiping cloths: properly used and stored | |
| 40 | | Washing fruits and vegetables | |
| Proper Use of Utensils | | | |
| 41 | | In-use utensils: properly stored | |
| 42 | | Utensils, equipment & linens: properly stored, dried, and handled | |
| 43 | | Single-use & single-service articles: properly stored & used | |
| 44 | | Gloves used properly | |
| Utensils, Equipment and Vending | | | |
| 45 | OUT | Food & non-food contact surf. cleanable, proper design/constr/use | |
| 46 | | Warewashing facilities: installed, maintained, and used; test strips | |
| 47 | OUT | Non-food contact surfaces clean | |
| Physical Facilities | | | |
| 48 | | Hot and cold water available; adequate pressure | |
| 49 | | Plumbing installed; proper backflow devices | |
| 50 | | Sewage and waste water properly disposed | |
| 51 | OUT | Toilet facilities: properly constructed, supplied, & clean | |
| 52 | | Garbage/refuse properly disposed; facilities maintained | |
| 53 | | Physical facilities installed, maintained, & clean | |
| 54 | | Adequate ventilation and lighting; designated areas used | |
| 55 | | Oregon-specific violations | |

Priority item (P) means a provision that has a direct connection to preventing foodborne illness and compliance is a priority.

Priority foundation item (PF) includes an item that requires specific actions, equipment or procedures by management to control risk factors such as: personnel training, equipment, documentation, record keeping, and labeling.

Priority and Priority Foundation Score = 100

Maintaining Proper Temperatures: Food monitoring is a standard operating procedure established within our food safety program. We use specific temperature monitoring logs that comply with federal and state regulations for food temperature control. All logs are reviewed by supervisors for compliance and require signoff to ensure they meet the standards for keeping food safe.

Cleaning and Sanitizing Transport Equipment: TRIO drivers clean and sanitize all transport equipment upon returning to the kitchen. TRIO uses Ecolab products for cleaning and sanitizing all equipment.

TRAINING

TRIO affirms that all new employees attend an orientation entitled Welcome to TRIO, which includes onboarding of:

- TRIO’s company culture, policies, and an introduction to their team members
- Safety Topics: Safety Basics, Food Safety Manual, Crisis Manual, Slip-resistant Shoe Program
- Human Resources: Team Member Handbook, Preventing Harassment and Discrimination, and Benefits
- Job description with specific roles and responsibilities
- At each production kitchen, at least one employee has completed a community college-level food service sanitation course.

TRIO’s mandatory monthly training plan for all team members includes:

| Food Safety | Workplace Safety | Driver Safety |
|--|--|--|
| Handwashing and Personal Hygiene | Safety Simplified | Defensive Driving |
| Norovirus and Illness Reporting, COVID reminders | Fire and Burn Prevention | Driving in Inclement Weather |
| Receiving and Storage | Slip and Fall Prevention | Drunk and Drug-Impaired Driving Prevention |
| Food Allergens | Cut Awareness + Slicers | Pre- and Post-Check Inspections |
| Labeling and Date Marking | Reporting + Investigation of Work-Related Injuries | Rules of the Road |
| Toxic Substances: What You Need to Know | Emergency Response | Vehicle Safety Recalls & Preventive Vehicle Maintenance and Repair |
| Food Safety Record-Keeping | General Safety Guidelines | Distracted Driving Month |
| Cooling Methods | Mental Health and Well-being | Loading and Unload Safety |
| Proper Clean-Up for Waste Back-Up | Equipment Safety | Backing Up and Parking Safely |
| Ready-To-Eat Foods and Glove Use | PPE | Speeding and Importance of Seatbelts |
| Product Recall Process | Chemical Safety (PPE, SDS) | Vehicle Theft |
| Food Safety Month | Ergonomics | Intersections |

COMPLAINT RESOLUTION

TRIO always strives to provide quality, nutritious meals delivered on time. Feedback is a powerful tool for continuous improvement and ensuring that TRIO’s meals and service align with the needs and expectations of the participants and Clackamas County.

TRIO will receive participant input through the site managers and other Clackamas County representatives via the daily meal delivery ticket, email, or phone call.

TRIO will evaluate participant satisfaction via a print survey conducted annually. TRIO will visit each site at least once a year to assess our service level and participant satisfaction.

For complaints that require immediate attention, such as food shortages, our first response is to deliver additional food from our central kitchen.

For a complaint that does not warrant immediate action, TRIO will actively listen to the complaint. Next, the Food Service Director will provide a root cause analysis and solution for improvement ensuring the problem is not reoccurring. The Food Service Director will include the District Manager as warranted and include other support team members such as the Menu Specialist when their expertise is needed. In all situations, TRIO will communicate the resolution keeping Clackamas County informed.

At a minimum of once a quarter, TRIO’s Regional Director of Operations, District Manager, Food Service Director will engage in a scheduled meeting to review the program. These meetings intended to be collaborative will address concerns and align with the direction of Clackamas County.

5.4 Fees

TRIO is committed to leveraging our extensive experience, deep expertise, and vast resources to maximize every dollar spent, ensuring cost savings while maintaining top performance and superior quality.

Below are meal rates. If additional details regarding the rates are required, TRIO can readily provide details.

Congregate Meal: \$4.73

Frozen Meal: \$4.73

Milk: \$0.32/carton

| ALL MEAL TYPES | |
|------------------|--------------------|
| Expense Category | Amount/Meal |
| Food | \$2.10 |
| Labor | \$1.08 |
| Supplies | \$0.15 |
| Transportation | \$0.18 |
| Administration | \$1.22 |
| MEAL RATE | \$4.73/Meal |

5.5 References

The following are three references for similar contracts. TRIO continues to serve each client agency.

MOW OF RHODE ISLAND

70 Bath Street, Providence, RI 02908

Meg Grady, Executive Director

401.351.6700 x101 | mgrady@rimeals.org

AGESPAN

280 Merrimack St, Suite 400; Lawrence, MA 01843

Derek Anderson, Nutrition Program Director

978.651.3017 | danderson@agespan.org

AGING AHEAD (NEW CLIENT)

14535 Manchester Rd, Manchester, MO 63011

Christine Hustedde, COO

636.207.4232 | chustedde@agingahead.org

5.6 Proposal Certification Form

Docusign Envelope ID: 071622DA-2100-4FDD-88AA-6E3CED128ABC

PROPOSAL CERTIFICATION

RFP #2024-73

Submitted by: TRIO Community Meals, LLC. Formed in Mississippi on 10/12/2000
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

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

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

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

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

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

Name: John Kirk Date: 08/15/2024
 Signed by: John Kirk Title: President
 Signature: John Kirk
 Email: john.kirk@trio-nutrition.com Telephone: 601-664-3221
 Oregon Business Registry Number: 1610590-93 OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

EXHIBIT B



Thank you for the time you have taken to review our proposal. Our team is dedicated to providing you with a premier senior nutrition program. We are committed to supporting your mission and efforts to serve your community. We look forward to the future and building upon our partnership.



EXHIBIT C
STANDARD TERMS AND CONDITIONS
STATE OF OREGON INTERGOVERNMENTAL GRANT AGREEMENT #181171

EXHIBIT C

Standard Terms and Conditions State of Oregon Intergovernmental Grant Agreement #181171

Contractor shall comply with the following terms and conditions which are required as part of an intergovernmental agreement between County and the State of Oregon that provides the funding for this Contract. As used herein, "Recipient" shall refer to Contractor.

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODHS or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Grant Funds; Disbursements.** Reserved.
5. **Recovery of Overpayments.** Reserved.
6. **Ownership of Work Product.** Reserved.
7. **Contribution.**
 - a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
 - b. With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such

EXHIBIT C

expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

This Section shall survive expiration or termination of this Agreement.

8. **Indemnification by Subcontractors.** Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.
9. **Default; Remedies; Termination.** Reserved.
10. **Insurance.** All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).
11. **Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that ODHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

EXHIBIT C

- a. Six years following final disbursement and termination of this Agreement;
 - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
 - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.
12. **Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants Recipient or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
13. **Assignment of Agreement, Successors in Interest.**
 - a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in this Agreement.
 - b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.
14. **Resolution of Disputes.** Reserved.
15. **Subcontracts.** Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without ODHS’ prior written consent. In addition to any other provisions ODHS may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. ODHS’ consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.
16. **No Third Party Beneficiaries.** ODHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.
17. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.
18. **Notice.** Reserved.
19. **Headings.** Reserved.
20. **Amendment; Waiver; Consent.** Reserved.

EXHIBIT C

21. **Merger Clause.** Reserved.
22. **Limitation of Liabilities.** Reserved.