



REQUEST FOR PROPOSALS #2018-113

FOR

Food Service for Older Adult Community Nutrition Programs

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair
SONYA FISCHER, Commissioner
KEN HUMBERSTON, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner

Donald Krupp
County Administrator

George Marlton
Procurement Division Director

Tralee Thorn
Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: January 3, 2019

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....	November 29, 2018
Protest of Specifications Deadline.....	December 4, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	December 27, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	January 3, 2019, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	July 2019

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work	6
Section 4 – Evaluation and Selection Criteria	13
Section 5 – Proposal Content (Including Proposal Certification).....	14

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, January 3, 2019** (“Closing”), to provide Food Service for Older Adult Community Nutrition Programs. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in July 2019.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Tralee Thorn at 503-742-5453 or via email at tthorn@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 bids from Minority, Women, and Emerging Small Businesses.

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. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. 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 the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any 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” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter 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 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 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 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.

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.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide meals for the older adult nutrition program for five (5) meals sites located in Estacada, Gladstone, Molalla, Oregon City, and Sandy. For on-site meal preparation.

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 older adult citizens age 60 and older. The SSD-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.

The purpose of this Request for Proposal (“RFP”) is to select a contractor to produce meals for the older adult nutrition program for five (5) meal sites located in Estacada, Gladstone, Molalla, Oregon City, and Sandy. For parties interested in providing full on-site meal operations please contact the SSD-ADS Contracts Coordinator at 503-655-8330 to receive notice of our Notice of Grant Opportunity for these services.

Meals for the (5) 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.

3.3. SCOPE OF WORK

3.3.1. Scope:

Number of Meals:

Current participation levels indicate that approximately 95,750 meals will be served during the term of the contract, July 1, 2019 through June 30, 2020. 94,318 meals were served during the 17/18 fiscal year. (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 3 would be sent with the delivery driver or faxed to the central kitchen on Friday of week 1. Verbal phone or Fax 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.

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 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. 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.

Menu:

Contractor will at a minimum submit each month's menu to SSD-ADS six weeks prior to the start of the month. Contractor may submit menus for 2 or 3 months at a time if this is more convenient. 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 or, at a minimum, adhere to the target values specified below under the SSD-ADS Target Values. Contractor shall submit menu with appropriate nutritional analysis signed by a Registered Dietitian.

It is SSD-ADS’s intention that all meals served achieve the ranges specified in the table below under SSD-ADS Target Values. 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.

Nutrient	<i>DRI/ Dietary Guidelines <u>Daily level</u></i>	SUA Target Values (per published Program Standards)	SSD-ADS Target Values (averaged over one week)
Calories	<i>2000</i>	700 calories	<800
Protein	<i>56 g</i>	19 g	<21
Total Fat	<i>20-35% calories; no more than 35% per meal</i>	20-35% calories; no more than 35% per meal	<30 % of calories,
Saturated Fat	<i><10% calories</i>	<10% calories	No more than 25% of calories
Trans Fat	<i>No trans fat</i>	No trans fat	Nutrition Label or manufacturer specifications must indicate zero grams of trans fat per serving
Fiber	<i>30 gm</i>	>10 gm	≥7gm
Calcium	<i>1200 mg</i>	400 mg	400 mg
Magnesium	<i>420 mg</i>	140 mg	≥88 mg
Zinc	<i>11 mg</i>	3.7 mg	3.1mg
Vitamin B6	<i>1.7 mg</i>	.6 mg	.6 mg
Vitamin B12	<i>2.4 mcg</i>	.8 mcg	.8 mcg
Vitamin C	<i>90 mg</i>	30 mg	30 mg
Sodium	<i>2,300 mg*</i>	767-1,050 mg*	<1050 mg
<i>Added Sugar</i>	<i><10% of calories</i>	<i><17 grams</i>	no

Source: 2015-2020 Dietary Guidelines (calories, fat, saturated fat, fiber, sodium, added sugar) and Dietary Reference Intakes (protein, total fat, trans fat, fiber, calcium, magnesium, zinc, vitamins B6, B12, C)

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, 2015. 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. (If contractor has no RD on staff, it may be possible for SSD-ADS to allocate up to 2 hours per month of SSD-ADS consultant RD’s

time for final menu review & approval. Food Service provider would be responsible for providing all data for analysis to be completed.)

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. 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, with Friday being the preferred day.) 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. Planning special food and/or meal for lesser holidays, such as Valentine's Day, St. Patrick's Day, Mother's Day, and Father's Day would also be encouraged.
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.

Special Dates:

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.

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

Frozen Meals:

The (5) listed Meal sites may purchase frozen meals for weekend HDM's. While meals are not part of this contract process they 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 (5) other meal sites in SSD-ADS service area may also purchase frozen meals from CONTRACTOR to supplement their nutrition program.

Standardized Recipes and Portion Control:

Recipes used by the Contractor should be adapted to the requirements of a Title III Older Adult 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.

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 (5) other meal sites in SSD-ADS service area may also purchase consumables from contractor for their nutrition programs.

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 Division or local health department is kept 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 planned to leave the production area for transport. Records of these temperature checks shall be maintained in the contractor's files.

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.

General Requirements

Retention of Documents:

The contractor will retain all documents relevant to the contract for a period of at least six (6) years after receipt of final payment under this contract. Any records and documents that are the subject of SSD-ADS, State and Federal audit findings shall be retained until such audit findings are resolved. In the event that the contractor ceases to be the meal provider, all contract related documents must be turned over to SSD-ADS.

Basis of Payment:

1. Contractor will agree to a Unit Reimbursement Rate per delivered meal, to be charged to SSD-ADS for contracted services.
2. Contractor shall not be paid for unauthorized services rendered or for claimed services which have inadequate proof of actual delivery. SSD-ADS shall not be obligated to pay for any meal which has not been ordered, does not meet the program nutrition requirement, or is of substandard quality, unless contractor establishes to SSD-ADS's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of the contractor. Contractor shall credit SSD-ADS for such meals or parts of meals

3. Meal sites may procure meals or parts of meals from another source if: fewer meals delivered than ordered, inadequate portions delivered, meals delivered unsafe for consumption, or meals/portions considered unacceptable. The contractor will reimburse meal sites any reasonable additional cost with receipts submitted by sites.

Billing:

1. To receive payment, the contractor shall submit monthly billings to SSD-ADS Contract Coordinator by the 10th of the following month on a form provided or approved by same. It shall list the number of meals ordered by and delivered to each meal site.
2. Any discrepancies between the number of meals reported as ordered and shipped by contractor and the number reported as ordered and received by the meal site managers will be reconciled by SSD-ADS Contract Coordinator.
3. SSD-ADS shall make every effort to issue payment to contractor within twenty-one (21) days of receipt of each invoice submitted.
4. If billings under this contract result in payments for which the contractor is not entitled, SSD-ADS Contract Coordinator, after written notification to contractor, may withhold from subsequent payments due such amounts, over such periods of time, as are necessary to recover the amount of overpayment.
5. If the terms and conditions described in the contract are not adequately performed, SSD-ADS Contract Coordinator will provide written notice to contractor describing the performance deficiency and allow a period not to exceed thirty (30) days from the date of notice receipt for corrective action. If corrective action is not taken by contractor, SSD-ADS will have the option of deducting \$0.05 per meal from the reimbursement rate until the problem is resolved.
6. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the contractor fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate, or fail to perform or document the performance of contracted services, SSD-ADS shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the contractor submits required reports, performs required services, or establishes to SSD-ADS's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of the contractor.
7. If contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due contractor by reason of this agreement.

The following items are included and incorporated within this RFP:

- Clackamas County Food Service Older Adult Nutrition Sites (Exhibit 1)

3.3.2. Work Schedule:

Generally, centers are closed on the following 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. Home delivered meal clients will receive 2 meals on the serving day before a holiday.

3.3.3. Term of Contract:

The contract shall become effective on **July 1, 2019** and shall terminate **June 30, 2020**, unless extended by agreement of all parties. Pending satisfactory performance, this contract may be renewed annually for four (4), one (1) year terms, with written agreement of both parties. At time of contract renewal, any request for rate increase must be justified by submission of updated budget pages plus narrative

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 <http://www.clackamas.us/bids/terms.html>.

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

Travel Expense Reimbursement is Authorized

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

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initial 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

<u>Category</u>	<u>Points available:</u>
Management Section	0-25
Technical Section	0-40
<u>Pricing Section</u>	<u>0-35</u>
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.

SECTION 5 PROPOSAL CONTENTS

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

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

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.

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

5.2. Management Section (25 Points):

1. Older Adult Meal Program Experience - For any contracts you have had to provide meals to older adult nutrition programs in the last five years, provide the following:
 - a. Duration of contract
 - b. Number of meals per year
 - c. Contracting agency, location, contact person
 - d. Explanation of why contract was not renewed, if applicable
2. Organizational Chart - Submit proposed chart for operation of this contract. Show relationship between this local operation and the corporate structure.
3. Personnel Information - Submit the following:
 - a. Job summaries for each position of the local operation on organizational chart. Specify any supervisory duties and proportion of time allocated. (Limit to 1 paragraph each)
 - b. Brief resumes of key staff to be assigned to this contract to show experience (½ page maximum each)
 - c. Recruitment plan and schedule for hiring any new staff
 - d. Salary schedule
 - e. Training plan
4. Transition Plan - Describe plan to assume provision of meals July 1, should you be awarded the contract. (1 page maximum)

5.3. Technical Section (40 Points):

1. Menus - Submit menus for July – September 2019 (use your corporate menu pattern form and submit menu with nutritional analysis)
2. Special Diet Menu - Write by exception, i.e. write only items that will differ from regular menu.
3. Menu Approval - Give name, position title, and credential of person approving adequacy of menus.
4. Menu Type - Are you going to use a cycle menu? If so, how long is the cycle?
5. Menu Changes - What will be the policy for making changes or substitutions in the approved menu?

6. Kitchen - Give location and capacity of kitchen. Are meals for any other accounts prepared at this kitchen? If so, how many per day, average?
7. Transport-meal Order - Submit tentative "Meal Order" form.
8. Transport-meal Delivery Sheet - Submit tentative "Meal Delivery Sheet."
9. Meal Preparation - Will meals be prepared/delivered hot or cook-chill method? If cook-chill, what refrigeration equipment is used?
10. Meal Delivery - Submit a tentative schedule. Include time vehicles loaded, leave kitchen, arrive at each site, and when empty pans are picked up. (Please note that our Sites cannot accept deliveries during meal service time.
11. Transportation - Describe vehicles to be used, how many vehicles/routes, type of transport equipment, how temperatures will be maintained, and procedure in case of vehicle breakdown.
12. Quality Control - How do you ensure quality meals? (1 page maximum)
13. Participant Satisfaction - Describe how you will receive participant input and evaluate participant satisfaction. (½ page maximum)

5.4. Pricing Section (35 Points):

Complete the following forms:

1. Budget- Form 5.4A: Submit a twelve-month (12) line item budget using these categories.
 - a. Raw Food is cost of all food, condiments and garnishes.
 - b. Food Preparation includes all costs incurred producing meals, including supplies.
 - c. Food Delivery includes costs incurred transporting meals from central kitchen to meal sites.
 - d. Administration includes costs incurred managing and supervising the contract.
 - e. Budget Summary - Transfer category totals Total Cost column. Calculate cost per meal and percent of total cost for each section.
2. Personnel Justification Form 5.4B: List positions, full-time equivalents (FTEs), and cost of all staff that will be working on this contract.
 - Column A. - List names of positions or job titles.
 - Column B. - List FTEs for each position or job title at the same salary level.
 - Column C. - List the monthly wage for each position or job title as if they were full-time. If more than one person occupies a position but at different salary levels, list each separately.
 - Column D. - List length of time position is budgeted (e.g. if position will be working on contract from July 1, 2004 through June 30, 2005, enter 12).
 - Column E. - For each line, multiply B x C x D and enter total.
 - F. Subtotal Personnel - Add all costs in Column E and enter sum.
 - G. Fringe Benefits - Enter percent of fringe benefits in space indicated. Calculate total fringe benefit cost and enter.
 - H. Total Personnel - Enter sum of F and G.
3. Non-Personnel Justification Form 5.4C: Describe the basis used to calculate cost of each non-personnel budget item. Budget codes are found in the first column of Budget. Omit food (A.) and personnel/labor codes (B.1, B.2, C.1, C.2, D.1, D.2).
 - a. Expense and Justification - List expenses corresponding with budget codes. Itemize and justify elements of expenses, for example:

A.4	Utilities	\$2,340
	• Electricity - \$80/mo. X 12 mo.	\$ 960
	• Gas - \$100/mo. X 12 mo.	\$1,200
	• Garbage - \$30/bi-mo. X 6	\$180
 - b. Item Total - Calculated cost of each item.
 - c. Expense Total - Sum of elements for each budget code expense.
 - d. Category Total - Sum of expenses in category.

The following items are mandatory forms must be completed and submitted with the vendor's proposal in order to be considered a complete proposal.

- Completed Proposal Certification (see the below form)**
- Congressional Lobbying Certificate (see below form)**
- Certificate Regarding Ineligible Contractors (see below form)**
- Conflict of Interest (COI) Disclosure Form (see below form)**

PROPOSAL CERTIFICATION
#2018-113 Food Service for Older Adult Community Nutrition Programs

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

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) 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.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

CONGRESSIONAL LOBBYING CERTIFICATE

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of ANY Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: _____

Company Name: _____

Signature: _____

Name: : _____

(printed)

Title: _____

NOTE: PROPOSER IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

CERTIFICATE REGARDING INELIGIBLE CONTRACTORS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

(Name of Certifying Officer)

(Title of Certifying Officer)

Hereby certify that: _____
(Name of Proposer)

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or Federal department or agency or from participation in Oregon Department of Transportation projects;

Have not within a three (3)-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and

Have not within a three (3)-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If Proposer is unable to certify to any of the statements in this certification, such prospective Bidder shall attach an explanation to this certification.

I hereby certify and affirm the truthfulness and accuracy of the above statement, and I understand that the provisions of 31 United States Code (U.S.C.) §3801 et seq., (Administrative Remedies for False Claims and Statements) are applicable hereto.

Name of Bidder

Street Address

City

State

Zip

Signature of Certifying Officer

Telephone Number of Bidder

FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

CONFLICT OF INTEREST (COI) DISCLOSURE FORM

This COI Disclosure Form must be signed in ink by a principal of the Firm to certify that it is correct. A Firm's certification that its disclosure form is correct includes the disclosure by its Associates and Subcontractors.

My signature certifies that as disclosed on or attached to the present form:

(a) the Firm's disclosures are complete, accurate, and not misleading.

I hereby certify that I am authorized to sign this COI Disclosure Form as a Representative for the Firm identified below:

Complete Legal Name of Firm: _____

Address:

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (____) _____ Fax No.: (____) _____

Date: _____

Please answer all questions "Yes", "No" or "N/A" (if uncertain answer "Yes.") If the answer to any of the questions is "Yes," then use the applicable "Comments" fields to:

(a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and

(b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution)

1. a) Is any Associate of the Firm a former employee of Agency within the last year? **No** **Yes**

b) Is any Associate of the Firm a Relative or Member of the Household of a current Agency employee that had or will have any involvement with this Procurement or Contract Authorization? **No** **Yes**

If the answer to either of the above questions is "Yes", complete the attached "Relatives and Former Agency Employees -Roles and Signatures" table (Part A and/or Part B, as applicable).

2. Does the Firm or any Associate of the Firm have an Actual, Apparent or Potential Conflict Of Interest ("Individual" or "Organizational") with regard to any member of an Agency Procurement evaluation or selection team? **No** **Yes**

Comments:

3. Did the Firm or any Associate of the Firm conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers? **No** **Yes**

Comments:

FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

4. Does the Firm or any Associate of the Firm have any past, present or currently planned interests which are an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”), with respect to the Procurement or award of this Contract or performing the work for Agency? **No** **Yes** **Comments:**
5. Has the Firm or an Associate of the Firm offered to a Public Official, or is the Firm aware of any Public Official that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Official’s vote, official action or judgment would be influenced thereby? **No** **Yes** : **Comments:**
6. Has (or will) the Firm or an Associate of the Firm provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Official who was involved in the Procurement or Authorization for the Contract, or is the Firm aware of any such person or Public Official who has or will receive a direct beneficial financial interest within the two year period? **No** **Yes** **Comments:**
7. Is the Firm aware of any current or former Public Official that has an Actual, Apparent or Potential Conflict Of Interest with respect to the Procurement or award of this Contract or performing the work for Agency? **No** **Yes** : **Comments:**
8. Does the prospective Contract include development of an environmental assessment (EA), environmental impact statement (EIS) or Finding of No Significant Impact (FONSI)? **No** **Yes**
- If yes**, in accordance with the disclosure statement requirements of Council on Environmental Quality Regulation, 40 C.F.R 1506.5(c), does the Firm have any financial or other interest in the outcome of this Project; and/or does the Firm have any agreement, enforceable promise, or guarantee to provide any future work on this Project? **No** **Yes**
- Comments:**
9. Have Subcontractors or other Associates furnished COI Disclosure Forms separate from the present form? (If yes, attach the disclosures.) **No** **Yes** **N/A** **Comments:**
10. If the prospective Contract includes personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Firm or an Associate or an Affiliate of the Firm a party to the subject public contract?
No **Yes** **N/A** **Comments:**

FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

EXHIBIT 1

Clackamas County Food Service Senior Nutrition Sites

Site	Location	Serving Days & Times	Meals Per Day		Comments
			Average	Maximum	
Estacada Senior & Community Center	220 SW Club House Dr. Estacada 97023	M T W Th F 12pm-1pm	52	60	Meal site management done by center.
Gladstone Senior Center	1050 Portland Ave. Gladstone 97027	-- T W Th -- 12pm-1pm	35	65	Meal site management done by center.
Molalla Adult Community Center	305 Kennel Molalla 97038	M T -- Th F 12pm-1pm	67	82	Meal site management done by center.
Pioneer Community Center	615 Fifth Street Oregon City 97045	M T W Th F 11:30am - 1:00pm	115	160	Meal site management done by center. Delivers home delivered meals in Oregon City and West Linn
Sandy Senior & Community Center	38348 Pioneer Blvd. Sandy 97005	M T W Th F 12pm-1pm	48	65	Meal site management done by center. Congregate Meal served every other Thursday.

Note: The above sites start meal prep before 10am and HDM packaging, on average, by 10:30am with HDM volunteer drivers starting their routes at 11:30am.