



MARION COUNTY BOARD OF COMMISSIONERS

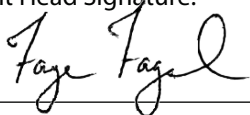
Board Session Agenda Review Form

Meeting date: March 29, 2017

Department: Juvenile Agenda Planning Date: March 23, 2017 Time required: 5

☐ Audio/Visual aids None

Contact: Chuck Sybrandt Phone: (503) 588-5411

Department Head Signature:


TITLE Contract with Trinity Services Group, Inc. for Food Services at the Marion County Juvenile Department

Issue, Description & Background
In October 2016, the Marion County Juvenile and Finance Departments issued a request for proposal (RFP) for food services to support multiple programs at the Marion County Juvenile Department.

Marion County received one proposal in response to this RFP. After careful review and consideration, the Juvenile Department determined that awarding a contract to Trinity Services Group, Inc. was in the best interest of the County.

Financial Impacts: This contract is for a period of five years with an option to extend for an additional two years. The total contract value for the full seven years is not to exceed \$1,400,000.00.

Impacts to Department & External Agencies No impact to other County departments or outside agencies.

Options for Consideration:
1) Approve the contract with Trinity Services Group, Inc.
2) Deny approval of the contract with Trinity Services Group, Inc.
3) Take no action at this time.

Recommendation: Juvenile staff recommends approval of the contract with Trinity Services Group, Inc.

List of attachments: Contract for Services with Trinity Services Group, Inc.

Presenter: Chuck Sybrandt

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Jacob Clotfelter, jclotfelter@co.marion.or.us



Marion County
OREGON

FINANCE DEPARTMENT

Contract Review Sheet

Contract #: _____

Person Sending: Jacob Clotfelter Department: Juvenile

Contact Phone #: x5047 Date Sent: Monday, March 20, 2017

☒ Contract ☐ Amendment# _____ ☐ Lease ☐ IGA ☐ MOU ☐ Grant (attach approved grant award transmittal form)

Title: Food Services for Juvenile Department

Contractor's Name: Trinity Services Group, Inc.

Term - Date From: Apr 1, 2017 Expires: Mar 31, 2022

Contract Total: \$1,400,000.00 Amendment Amount: _____ New Contract Total: \$1,400,000.00

Source Selection Method: RFP (attach transmittal) # C25102-JVFOOD-16

Additional Considerations (check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Board Order# _____ | <input type="checkbox"/> Feasibility Determination (attach approved form) |
| <input type="checkbox"/> Incoming Funds | <input type="checkbox"/> Federal Funds (attach sub-recipient / contractor analysis) |
| <input type="checkbox"/> Independent Contractor (LECS) approval date: _____ | <input type="checkbox"/> Reinstatement (attach written justification) |
| <input type="checkbox"/> Insurance Waiver (attach) | <input type="checkbox"/> Retroactive (attach written justification) |
| <input type="checkbox"/> CIP# _____ (required for all goods /software greater than \$5,000) | |

Description of Services or Grant Award:

Contractor to provide lunch, dinner, and evening snack to various programs of the Juvenile Department.

Contract is for five years with an option to extend for an additional two years. Funding is for the anticipated seven year term.

FOR FINANCE USE

Date Finance Received: _____ BOC Planning Date: _____ Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS:

Finance - Contracts _____ Date _____ Risk Manager _____ Date _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____

Date _____ ☐ To be filed ☐ Added to master list

☐ Returned to _____ Department for _____ signatures



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 8182 Maryland Avenue St Louis MO 63105 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Trinity Services Group, Inc 477 Commerce Boulevard Oldsmar FL 34677 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Liberty Mutual Fire Ins Co	
	INSURER B: Liberty Insurance Corporation	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570065792399**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			EB2651291759066 SIR applies per policy terms & conditions	12/01/2016	12/01/2017	EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		\$1,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER:		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$300,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	PERSONAL & ADV INJURY	\$1,000,000					
	OTHER:						GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			AS2-651-291759-076	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)					
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident)					
	<input type="checkbox"/> HIRED AUTOS ONLY		PROPERTY DAMAGE (Per accident)					
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB		AGGREGATE					
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC7651291759046	12/01/2016	12/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Marion County, Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Marion County 555 Court Street NE Salem OR 97301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Certificate No : 570065792399

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Regardless of any provisions of any written agreement, policy of insurance, or endorsement, insurance provided to the Additional Insured is excess over the "self-insured amount".
2. Subject to 1. above, where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement
3. Where the applicable written agreement does not specify on what basis the liability insurance will apply, this insurance is primary (subject to the "self-insured amount"), and we will share liability in excess of the "self-insured amount" with any other valid and collectible primary insurance available to the Additional Insured.
4. We shall have no duty to defend the Additional Insured.
5. Items 4.c. and d. of Condition 4. Other Insurance of SECTION IV will not apply to the Additional Insured.
6. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement applies to that person or organization with regard to the "bodily injury" or "property damage".
7. Subject to 1. above, if any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any

other basis for that additional insured, this policy will apply solely on the basis required by such written agreement. Where the applicable written agreement does not specify on what basis the liability insurance will apply, this insurance is primary (subject to the "self-insured amount"), and we will share liability in excess of the "self-insured amount" with any other valid and collectible primary insurance available to the Additional Insured.



Marion County
OREGON
FINANCE DEPARTMENT

Solicitation Award Transmittal

Submitted By: Jacob Clotfelter

Department: Juvenile

Contact Phone #: 503-588-5047

Date Sent: Tuesday, January 31, 2017

Solicitation Name: RFP #C25102-JVFOOD-16 Food Services for Marion County Juvenile Department

Formal: ☐ Bid ☒ RFP

Advertising Date:

Close Date:

Quote: ☐ Verbal ☐ Written ☐ IRFP

Oct 31, 2016

Nov 29, 2016

Addenda Issued/Date

#1 Nov 21, 2016

#2

#3

#4

Solicitations Received From (or attach solicitation summary)

Contractor Name

Bid-Quote Amount/Proposal Score

Trinity Services Group, Inc.

289

Bid/Proposal in compliance for all requirements: ☐ Yes ☒ No (Detailed explanation required if "No" is checked)

Proposer failed to properly complete the Trade Secret Form as directed in the RFP. The Contracts Officer allowed evaluation of the proposal through discretionary action on December 7, 2016.

Fiscal Impact (Description of impact)

Estimated contract value of \$1.2 million over seven years.

Service: Various

Account: Various

DEPARTMENT RECOMMENDATION

Name: Trinity Services Group, Inc

☒ Award to Low Bid-Quote/Highest Rank Proposal ☐ Multiple Awards

☐ Award to other than Low Bid-Quote/Highest Rank Proposal (Attach written support)

☐ Reject All Bids/Proposals (Attach written justification for rejection of all bids/proposals)

Finance Use: (when required)

Date Finance Received: 1-31-17

Comments:

Solicitation Award Approval:

Camille Schlegel 1/31/17
Finance Contracts / Date

Jan Fritz 2/1/17
Chief Administrative Officer / Date
Jan Fritz, Deputy County
Administrative Officer

Date paperwork returned to department: _____

MARION COUNTY CONTRACT FOR SERVICES

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Trinity Services Group, Inc., a Corporation, hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM. This Contract is effective on April 1, 2017. This Contract expires on March 31, 2022. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond March 31, 2024.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$1,400,000.00. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in section 27 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the 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, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT. Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE. Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION.

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS. Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS.

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION. This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract. Additionally, County will seek annual approval of Contractor's menu from the Oregon Department of Education. If approval of Contractor's menu is withheld by the Oregon Department of Education, County may terminate this Contract immediately by written notice.

14. PAYMENT ON EARLY TERMINATION. Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE. This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE. This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER. The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES. In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. The County may pursue the following at its discretion: if after two written notices of non-performance have been submitted to Contractor by the County as specified herein, the County determines that one or more substantial contract violations continue to occur, the County shall have the right to require Contractor to issue monthly billing credits commensurate with the value lost plus fifty (50) percent or \$2,500 whichever is greater. These credits will continue to be issued until such time that all of the aforementioned violations have been corrected to the County's satisfaction. Those violations considered substantial to the County are presented as follows:

- i. Contractor has failed to prepare all or portions of the meal using the specified recipe, product/ingredient amounts proportionate to the number of persons to be served, improper preparation

and/or reheating procedures, improper storage techniques and other points directly related to adherence to serving the menu specified.

ii. Contractor, through improper or inconsistent supervision, has failed to provide the specified portions to the youth.

iii. Contractor has failed to adhere to the County's or it's contractually agreed upon minimum purchase specifications.

iv. Contractor has, through circumstances within its control, caused all or portions of a meal to become contaminated.

v. Contractor has, through circumstances within its control, failed to serve meals within 10 minutes of their scheduled time.

vi. Contractor has, through circumstances within its control, failed to maintain the kitchen, staff dining rooms, storage equipment and space and all preparation and service utensils in a clean, sanitary manner.

vii. Contractor has, through circumstances within its control, failed to prevent any damage to County property, buildings or equipment.

viii. Contractor has, through circumstances within its control, failed to provide no less than the staffing requirements agreed by the parties.

ix. Contractor willfully conceals knowledge of an employee's arrest or criminal investigation from the County.

D. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, 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). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☐ **Required by County** ☒ **Not required by County.**

☐ \$1,000,000 Per occurrence limit for any single claimant; and

☐ \$2,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Risk Manager

iii. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Bodily Injury/Death:

- ☒ \$1,000,000 Per occurrence limit for any single claimant; and
- ☒ \$2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager
- ☐ \$500,000 Per occurrence limit for any single claimant
- ☐ \$1,000,000 Per occurrence limit for multiple claimant

iv. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Bodily Injury/Death:

- ☒ Oregon Financial Responsibility Law, ORS 806.060 (*\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury*).
- ☐ \$500,000 Per occurrence limit for any single claimant; and
- ☐ \$1,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

24. NOTICE. Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

Trinity Services Group, Inc.
Attn: Chief Operating Officer
477 Commerce Blvd.
Oldsmar, FL 34677
Fax No: 813-855-2330

To County:

Procurement & Contracts Manager
555 Court Street NE, Suite 5232
PO Box 14500
Salem, OR 97309
Fax No: 503-588-5237

25. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY. If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that 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.

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of Closing of proposals for this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any goods delivered to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

TRINITY SERVICES GROUP, INC. SIGNATURE



March 17, 2017

Authorized Signature: _____
Date

Chief Operating Officer
Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES. Contractor shall perform Services as described below.

A. GENERAL INFORMATION. The Marion County Juvenile Department provides food services to approximately 75 juveniles, age 12 to 18, in various programs on the Juvenile Department Campus located at 2970 Center Street NE, Salem, OR 97301. The supported programs are the Guaranteed Attendance Program (GAP), Alternative Programs (AP) and the Detention Program (DP):

- DP operates 365 days per year and provides 3 meals, (cold breakfast, lunch, dinner) and an evening snack per day. Maximum of 32 juveniles.
- GAP operates 365 days per year and provides a cold breakfast, dinner and an evening snack during the week, and on weekends and holidays 3 meals and an evening snack. Maximum of 22 juveniles.
- AP operates a day program providing a cold breakfast and a sack lunch during the week. AP does not operate during the weekends or holidays. Approximately 25 juveniles during the school year and approximately 60 juveniles during school breaks and summer.

Contractor shall provide, manage and supervise food services for the Marion County Juvenile Department programs. Contractor shall manage efficiently and effectively to fulfill the responsibilities described herein.

Contractor shall provide a sack lunch each day for each AP juvenile and hot lunch each day for each DP juvenile. Contractor shall also provide dinner and evening snack for GAP and DP each day for every juvenile. Breakfast to be provided by County. County reserves the right to add breakfast to Contractor's services through an amendment to this Contract.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. Each day Contractor shall provide the number of meals for the respective programs as instructed by County. The number of meals required for each day will be provided to Contractor by County verbally, by telephone or e-mail. The order will be provided to Contractor no later than six hours prior to the meal.

Contractor shall purchase ingredients and prepare meals and snacks for juveniles that provide 2,450 calories daily, with nutrition to meet or exceed the Oregon Department of Education requirements for the National School Lunch Program and School Breakfast Program in Oregon.

Contractor shall provide menus that are culturally diverse and meet nutrient standards by juvenile age group for eight required nutrients: Calories, protein, vitamin A, vitamin C, calcium, iron, total fat and saturated fat. There are minimum levels that must be met for six of these nutrients and maximum levels that cannot be exceeded for two nutrients, as shown below:

- Minimum levels set for:
 - Calories – 867
 - Protein – 17.2 grams
 - Vitamin A – 300 RE
 - Vitamin C – 20mg
 - Calcium – 400 mg
 - Iron – 4.5 mg
- Maximum levels set for:
 - Total Fat – 20% of calories
 - Saturated Fat – 8% of calories

The lunch and dinner menu, excluding sack lunches, shall provide a minimum seven different entrees in any given seven day period. Sack lunches will provide a different sandwich filling of meat and/or acceptable alternative, as approved by the County, Monday through Friday of each week and include sufficient amounts of condiments for each sandwich in each sack lunch. Contractor shall prepare lunches that are reimbursable to the County through the National School Lunch Program.

Contractor shall provide a nutritional analysis of all meals and snacks listed on the menu.

Contractor shall accommodate any special dietary needs where medically necessary.

When directed by County, Contractor shall prepare individual-meals for DP when necessary for safety reasons.

Contractor shall be prepared to provide meals in the event of a medical or non-medical lockdown, riot, severe weather conditions, fire, power failure or other events that would cease normal operations of the juvenile programs.

Contractor shall maintain an acceptable standard of sanitation as required by the Marion County Health Department. The kitchen facility will be inspected at a minimum of twice annually, at County's expense. Violations and/or failure to address any violations within the established amount of time set by the County Health Department will require Contractor to provide a credit of \$500 for each violation and for each failure to respond to each violation within the established timeline. All credits will be included in the next billing provided to County.

Contractor shall participate in and maintain training and certification with all Marion County Environmental Health and Juvenile Department requirements. Training and certifications include, but are not limited to, blood pathogen training, safety and security, and sanitation.

Contractor shall deliver meals as follows:

- Hot lunches are to be prepared and delivered to County GAP and DP each Saturday and Sunday no later than 12:00 p.m.
- Hot lunches are to be prepared and delivered to DP no later than 11 a.m. each day Monday through Friday.
- Sack lunches are to be prepared and delivered to County no later than 7:15 a.m. each day Monday through Friday.
- Dinners are to be prepared and delivered to County GAP no later than 5 p.m. each day.
- Dinners are to be prepared and delivered to County DP no later than 4:15 p.m. each day Monday through Friday.
- Evening snacks are to be prepared and delivered to County with dinner service each day.
- All meals are to be prepared, and all associated work is to be performed as described herein.

C. SPECIAL REQUIREMENTS. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

The Contractor shall employ a qualified professional to manage and oversee the food operations on site, a minimum of 40 hours per week, and to supervise all Contractor employees. The Contractor shall select and appoint the Food Service Manager with the participation and consent of the County liaison. At the time of employment, applicants must pass a criminal history check, driving record, and attend detention security training provided by the County. Applicants must also be able to possess, maintain and be able to post in a visible area of the kitchen a current food handler's card.

The Contractor shall immediately disclose to the County liaison when one or more of its employees have a family or personal relationship with any County employee(s) or with a youth residing within the facility or participating in one of the on-site department programs. Appropriate measures will be taken as deemed necessary by the County liaison in accordance with Marion County Policy.

D. FACILITIES AND EQUIPMENT. County will provide existing facilities and equipment for the food service operations. Contractor shall not use the County property for other than County business related to food service. Contractor shall warrant that it will take all reasonable and prudent measures necessary to assure the County that its equipment is being properly used and maintained.

Contractor shall manage all equipment, facilities and personnel under its care and control in a manner, which would not cause a violation of ORS Chapter 654 and including the Oregon Safe Employment ACT (OSE Act) of 1973. This includes reports and record keeping required under the law.

Contractor shall not receive sales calls in County facility. Contractor will encourage all salespeople to call on Contractor's area office.

The County shall implement and regularly provide, at its expense, preventative maintenance and repairs on all equipment under its direct control. County Facilities Management shall perform quarterly preventative maintenance on all kitchen equipment. Any damage determined by the County to be due to neglect or misuse will be the responsibility of the Contractor, at Contractor's cost, to restore the identified equipment to the standard of the previous preventative maintenance check, where damage had not been identified.

Contractor and County shall jointly inventory, at least twice annually, all capital equipment and County-owned service ware under the Contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The Contractor will be liable for the replacement cost for all unaccounted items. The County will purchase and replace all small wares such as knives, spatulas, ladles, spoons, whips and related cooking utensils. Service ware such as insulated trays, cups, permanent flatware, delivery carts, insulated bulk food carriers, straps, and related items are considered small wares. All small wares are the property of the County. A separate list of all Contractor supplied equipment must be maintained and submitted to the County annually, or upon County request.

Contractor has sole responsibility for properly securing and maintaining County equipment in accordance with all health codes, food service industry best practices and specified security procedures.

When County kitchen facilities are not in use or when food preparation is at a minimum, Contractor will assume maximum utility/energy cost conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items. Contractor shall turn off all non-essential equipment when the area is not in use.

County may inspect and inventory all equipment and reserves the right to enter the kitchen for the review of such inventory at its own discretion. Contractor shall report any missing items to the County Liaison.

E. REPORTING AND AUDITING. Contractor shall provide the County with financial and management reports accurately reflecting the status of the food service operation upon request from the County. Such reports shall be in a format acceptable to the County and in sufficient detail to allow independent verification if requested by the County. All problems which may impair Contractor's ability to fulfill the financial and management goals described herein shall be immediately reported to the County liaison, so that the County liaison may work with the Contractor toward resolution.

Contractor shall maintain an information database from which the County will be provided weekly, monthly, quarterly and annual reports in such detail as may be reasonably expected to manage the program.

Contractor shall provide information to prepare state, federal and County fiscal and management reports and other special reports as required by government regulations or County requirements.

County reserves the right to audit any aspect of its food service program, as performed by Contractor, and Contractor will keep accurate and complete records thereof for at least three (3) years. With respect to the County's participation in the National School Lunch Program, State of Oregon and Federal agencies have the right to audit at any time.

Contractor shall submit, in writing, within 15 days of the end of each fiscal year quarter, a report of food service activity to include but not be limited to:

- A complete accounting of the actual meals served including hot meals, sack lunches, religious and medical diets and snacks. All religious meals must be reported separately by number and type.
- Copies of all reports and records required for the County to obtain school lunch and breakfast reimbursement.
- Financial (profit and loss) reports detailing the operation of County corrections facility, on a monthly/accounting period, as well as quarterly and year-to-date summary basis. These statements must be the same as those produced by the Contractor in comparable management fee accounts.
- An assessment of the overall program strengths and weaknesses as well as recommendations for improvement of food, service, cost control or other areas.

F. FOOD QUALITY. Contractor shall provide the following quality of foods:

Beef and or other meats used shall be of at least USDA Good grade. The fat and/or soy content of all ground meat products to be used cannot be in excess of 20 and 6 percent respectively. All breaded products must have a product weight of 3 oz. before breading.

Poultry must be at least USDA Grade A. Chicken quarters can be no less than 8 oz. raw weight. Legs or thighs must be 6 oz. minimum raw weight. All breaded products must have a product weight of 3 oz. before breading.

Canned fruits and vegetables must be USDA Grade C (or standard) or better.

Frozen fruits and vegetables must be USDA Grade A or better.

Fresh produce be USDA No. 1 or better. Minimum counts are as follows:

- Apples USDA size 113
- Oranges USDA size 113
- Bananas USDA size 3-4 (petite)
- Pears USDA size 90-100

The Food Service Provider may serve comparable portions of other popular fresh fruits.

Dairy products must be USDA Grade A or better. One percent (1%) or two percent (2%) fresh milk fortified with Vitamins A and D must be served as a beverage. Dry/powdered milk may be used in cooking/baking.

Eggs must be at least USDA Grade A Large.

Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of 3 oz before breading.

Whole-grain products will be used for bakery items. "Day-old" breads will not be accepted.

Contractor shall not purchase "second market" and/or distressed food items without the prior written approval of the County. The County must approve, in writing, any changes from the stated specifications.

Contractor shall maintain a file of tested bulk recipes adjusted to a yield appropriate for the population counts specified at each facility at each premises.

All chilled food must be held and served at no more than 40 degrees Fahrenheit, and all hot food items held and served at no less than 160 degrees Fahrenheit, and no higher than 180 degrees Fahrenheit.

G. SECURITY. All Contractor employees must enter the County facility via the designated building entrance.

All persons and their belongings may be subject to search at the County discretion. Prescription medicines will not be permitted beyond the metal detector. Contractor's employees are subject to search at any time they are within the secured areas of any corrections or treatment facilities operated by the County.

All Contractor employees will wear the County supplied identification badge (with picture) face up in a visible manner from the point at which they enter the County building and at all times while in the building.

Contractor and its employees must adhere to all security restrictions imposed by the County.

Maintenance vendors will be required to enter the building through the proper security channels. There will be no exceptions.

In an emergency situation, the County senior management takes supervisory precedent over the Contractor's Provider's management and staff.

H. SANITATION AND SAFETY. Contractor shall follow all federal, state and local laws and ordinances regarding health, sanitation, safety and environmental disposal regulations. Contractor will be subject to inspections in the kitchen by authorized personnel from Marion County Environmental Health Services. Contractor shall regularly assess and adopt, as appropriate, all food service industry best practices that will enhance and/or improve the County's food service program. Contractor will be subject to inspections in the kitchen by authorized personnel from the County.

Contractor will provide medical examinations as required by law and appropriate records for each employee will be posted as required. This includes a current food handler's card for all the Contractor staff and management. All Contractor management and supervisory staff must successfully complete the

National Restaurant Association sponsored "ServSafe" program within six months of contract initiation and within three months of employment thereafter.

Contractor will require medical clearance, from a licensed physician, for any employee to return to work after a three (3) day's absence for illness.

Contractor shall save samples of all food that comprised each meal (to include sack meals) in a freezer at all facilities for a period of not less than 72 hours following the meal for testing in the event of an outbreak of food poisoning/contamination. Samples must be clearly marked as to the dates and times of preparation, service and storage.

Contractor shall immediately notify the County Liaison of any fires in the kitchen or related areas and of any accidents involving Contractor personnel or youth assigned to food service duties.

Contractor shall not permit employees with communicable health problems (including open sores) to work.

I. INCREASE OR DECREASE IN SERVICE. During the term of the Contract, the County shall have the option to increase or decrease the amount services to be performed under the Contract. The Contract rate for increase or decrease shall be adjusted upon mutual agreement of the parties.

In the event that the parties cannot agree upon a rate for said increase or decrease in service, the Contract may be terminated by either party upon thirty (30) days written notice.

J. FINANCIAL REQUIREMENTS. Contractor shall maintain full and complete financial and inventory records to meet federal and state requirements and in accordance with generally accepted accounting principles. All financial and inventory records shall be readily available upon request by the County.

For accounting purposes, Contractor shall use County's fiscal year of July 1 through June 30 and calendar month periods.

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$1,400,000.00.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted based on the following:

OPTION 2 No Breakfast	Lunch	Sack Meal	Dinner	Snack
Base population (60) :				
Food Cost	\$1.347	\$1.794	\$1.274	\$0.473
Disposables Cost	\$0.020	\$0.020	\$0.020	\$0.000
Labor Costs	\$1.484	\$1.484	\$1.484	\$0.000
Benefits & Taxes	\$0.405	\$0.405	\$0.405	\$0.000
Controllable Expenses	\$0.105	\$0.105	\$0.105	\$0.000
Administrative/Management Fee	\$0.589	(\$0.308)	\$0.662	(\$0.473)
Misc:				
Total Cost per Meal	\$3.950	\$3.500	\$3.950	\$0.000
Base Population plus 5 persons meal cost	\$3.776	\$3.500	\$3.776	\$0.000
Plus 10 persons	\$3.634	\$3.500	\$3.634	\$0.000
Plus 15 persons	\$3.507	\$3.500	\$3.507	\$0.000
Plus 20 persons	\$3.396	\$3.500	\$3.396	\$0.000
Plus 25 persons	\$3.298	\$3.500	\$3.298	\$0.000
Plus 30 persons	\$3.215	\$3.500	\$3.215	\$0.000

Prices in table above will remain in effect until June 30th, 2018. Any request for price adjustments thereafter must be submitted by Contractor no later than April 30th of each respective year. The County reserves the right to reject any proposed price adjustment of the Contract unacceptable to the County.

Price adjustments for labor costs must not exceed Portland-Salem Consumer Price Index (CPI) for the preceding year for the labor cost portion of Contract. Price adjustments must be mutually agreed upon by both parties and will not exceed a 3% cap in any given year.

Contractor, at its option, may submit a request for price-per-meal cost adjustment for the next full fiscal year by April 30th of each year. Contractor must document the process used to justify the proposed cost increase, which will not exceed 3%, based upon the following:

- The U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast will be used to justify the increase in food cost.
- Verification/substantiation of any other cost factors through submissions of supplier invoices over a six-month span.

B. BASIS OF PAYMENT FOR SERVICES. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.

C. EXPENSE REIMBURSEMENT. County will not reimburse Contractor for any expenses under this Contract.

D. GENERAL PAYMENT PROVISIONS.

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence

of the Contractor.

E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County
Attn: Juvenile Department, Debbie Durig
3030 Center Street NE
Salem, OR 97301**