

Marion County
CLERK
FINANCE DEPARTMENT

Contract Review Sheet

JV-2388-18 (9)

Contract for Services #: JV-2388-18 Amendment #: 9
 Contact: Brianna Sloane Department: (select one)
 Phone #: 503-576-4620 Date Sent: Friday, June 3, 2022
 Title: Food Service Management
 Contractor's Name: Trinity Services Group, Inc.
 Term - Date From: October 1, 2018 Expires: June 30, 2023

Contract Total: \$ 400,000.00 Amendment: \$ 150,000.00 New Total: \$ 550,000.00

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%

Source Selection Method: Formal Bid CMS # 316

Description of Services or Grant Award

Food Services Management

Desired BOC Session Date: 6/15/2022 BOC Planning Date: 6/2/2022

Files submitted in CMS: 5/25/2022 Printed packet & copies due in Finance: 5/31/2022

BOC Session Presenter(s) Troy Gregg

FOR FINANCE USE

Date Finance Received: 6/6/2022 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:
Camber Schlag
C5B2F3DF267F444...
6/7/2022
Finance - Contracts Date

DocuSigned by:
Jane E Vetto
D0CFC5B04B9F483...
6/7/2022
Legal Counsel Date

DocuSigned by:
[Signature]
28C105A237994CE...
6/7/2022
Contract Specialist Date

DocuSigned by:
Jan Fritz
DC18351248DE4EC...
6/7/2022
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 22, 2022

Department: Juvenile

Agenda Planning Date: 6/9/22

Time required: 5

☐ Audio/Visual aids

Contact: Brianna Sloane

Phone: 503-576-4620

Department Head Signature:

DocuSigned by:

Troy Gregg

7B51F855EA534F1...

TITLE

Food Service Management

Issue, Description & Background

The Juvenile Department has contracted with Trinity Services Group for food service management. The agreement will need to be amended to extend the term for one final year and to add additional funds to encompass this extended period of time.

Financial Impacts:

Amendment 9 will increased the amount of this agreement from \$400,000 to \$550,000

Impacts to Department & External Agencies

No impact to other County department or external agencies.

Options for Consideration:

Approve Amendment 9 to CMS# JV-2833-18
Deny Amendment 9 to CMS# JV-2833-18

Recommendation:

Approve Amendment 9 to CMS# JV-2833-18 with Trinity Services Group

List of attachments:

Amendment 9 CMS# JV-2833-18

Presenter:

Troy Gregg

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

Copies to:

Brianna Sloane bsloane@co.marion.or.us



Marion County
OREGON

AMENDMENT 9 to CMS# JV-2388-18
the CONTRACT FOR SERVICES
between
MARION COUNTY and TRINITY SERVICES GROUP, INC.

This Amendment No. 9 to the Contract for Services (as amended from time to time, the "Contract"), dated October 1, 2018, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Trinity Services Group, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

1. TERM. This Contract expires on June 30, 2023 [June 30, 2022].

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$550,000 [\$400,000].

EXHIBIT A
STATEMENT OF WORK

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 \$550,000 [\$400,000].

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

ARTICLE VI
FINANCIAL AND PAYMENT TERMS

6.1 Billing for Fixed Price Per Meal. The County and the FSMC have mutually agreed upon the fixed price per meal of \$5.40 [\$5.05] and \$1.38 [\$1.29] per snack effective July 1, 2022.

Effective July 1, 2022, payment terms will resume as per section 6.1 of Article VI. [In response to the Marion County declared COVID-19 emergency, County will temporarily adjust payment terms starting retroactively on May 1, 2020, through June 31, 2022 after which the parties may evaluate for further adjustments or resume payment terms as per section 6.1 of Article VI. Temporary terms during May 1, 2020, through June 31, 2022, will be as follows: County will pay the FSMC for a minimum of 28 lunch meals and 28 dinner meals per day for Detention, AP and GAP programs combined, at the fixed price per meal of \$5.05. Any meals served that exceed the minimum will be paid at the fixed price per meal of \$5.05. In addition, County will pay for actual snacks served at the fixed price per snack of \$1.29 without minimum.]

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature: _____
Department Director or designee Date _____

Authorized Signature: _____
Chief Administrative Officer Date _____

Reviewed by Signature: _____
Marion County Legal Counsel Date _____

Reviewed by Signature: _____
Marion County Contracts & Procurement Date _____

TRINITY SERVICES GROUP, INC. SIGNATURE

Authorized Signature: _____ Date _____

Title: _____

Brianna Sloane - FW: Trinity/MC Juvenile Contract for Services Amendment 9 (JV-2388-18)

From: "Stinehour, Burt" <Burton.Stinehour@trinityservicesgroup.com>
To: Brianna Sloane <BSloane@co.marion.or.us>
Date: 5/31/2022 9:56 AM
Subject: FW: Trinity/MC Juvenile Contract for Services Amendment 9 (JV-2388-18)

You don't often get email from burton.stinehour@trinityservicesgroup.com. [Learn why this is important](#)

⚠ WARNING: This email originated outside of Marion County.
DO NOT CLICK links or attachments unless you trust the sender and know the content is safe.

Good morning Bianna,

Hope you have a good holiday weekend. Please send the documents to Sonia Jackson and James M. Perry **along with a copy of this email approving the document**. Emails are:
Sonia.Jackson@trinityservicesgroup.com
Jiperry@keefegroup.com

Thank you. I am still waiting on the other documents and will send once I receive them.

Burt

From: Westling, Dj <Deborah.Westling@tkcholdings.com>
Sent: Tuesday, May 31, 2022 12:10 PM
To: Stinehour, Burt <Burton.Stinehour@trinityservicesgroup.com>; Underwood, Kim <Kim.Underwood@tkcholdings.com>
Cc: Thumma, David <David.Thumma@trinityservicesgroup.com>; Coronado, Alma <Alma.Coronado@trinityservicesgroup.com>
Subject: RE: Trinity/MC Juvenile Contract for Services Amendment 9 (JV-2388-18)

The Amendment is approved for signature. I saw that the County is using DocuSign so they should forward the final document to Sonia Jackson and James M. Perry **along with a copy of this email approving the document**. Emails are:
Sonia.Jackson@trinityservicesgroup.com
Jiperry@keefegroup.com

DJ Westling
Contracts & Regulatory Analyst

TKC
HOLDINGS

1260 Andes Boulevard | St. Louis, MO 63132
Phone: [314-214-2739](tel:314-214-2739) | Fax: [314-214-2794](tel:314-214-2794)
Deborah.Westling@TKCHoldings.com

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From: Stinehour, Burt <Burton.Stinehour@trinityservicesgroup.com>
Sent: Tuesday, May 31, 2022 10:41 AM
To: Westling, Dj <Deborah.Westling@tkcholdings.com>; Underwood, Kim <Kim.Underwood@tkcholdings.com>
Cc: Thumma, David <David.Thumma@trinityservicesgroup.com>; Coronado, Alma <Alma.Coronado@trinityservicesgroup.com>
Subject: FW: Trinity/MC Juvenile Contract for Services Amendment 9 (JV-2388-18)

Sorry DJ here you go.

From: Brianna Sloane <BSloane@co.marion.or.us>
Sent: Wednesday, May 25, 2022 2:44 PM
To: Stinehour, Burt <Burton.Stinehour@trinityservicesgroup.com>
Cc: Cathy Linvill-Grace <CLinvillGrace@co.marion.or.us>; Troy Gregg <TGregg@co.marion.or.us>
Subject: Trinity/MC Juvenile Contract for Services Amendment 9 (JV-2388-18)

EXTERNAL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Burt,
Please review the attached draft of Amendment 9. Please let me know if you have any questions. I'll be sending this off soon for signatures.

Thank you.

Brianna Sloane

Contracts Specialist

Marion County Juvenile Dept

503-576-4620

>>> Troy Gregg 5/25/2022 10:32 AM >>>
This will be processed for signature and sent to you shortly.

Thanks,

Troy Gregg
Marion County Juvenile Director

(503) 584 - 4806

>>> "Stinehour, Burt" <Burton.Stinehour@trinityservicesgroup.com> 5/18/2022 1:05 PM >>>

You don't often get email from burton.stinehour@trinityservicesgroup.com. [Learn why this is important](#)

⚠ WARNING: This email originated outside of Marion County.
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Good afternoon Troy,

Please find attached as request for the annual CPI. As I am sure you are aware the inflation continues to go up. We are requesting a 6.9% increase to cover these rising costs.
Please let me know if you have any questions or need any further documentation.

Thank you

Burt Stinehour
District Manager
Trinity Services Group
Cell: 740-706-0082
Email: burton.stinehour@trinityservicesgroup.com



Marion County
OREGON

AMENDMENT 8 to the
CONTRACT FOR SERVICES

between

MARION COUNTY and TRINITY SERVICES GROUP, INC.

This Amendment No. 8 to the Contract for Services (as amended from time to time, the "Contract"), dated October 1, 2018 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Food Service Management Company, Trinity Services Group, Inc., hereafter called the FSMC.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

ARTICLE VI
FINANCIAL AND PAYMENT TERMS

6.1 Billing for Fixed Price Per Meal. The County and the FSMC have mutually agreed upon the fixed price per meal of \$5.05 and \$1.29 per snack.

In response to the Marion County declared COVID-19 emergency, County will temporarily adjust payment terms starting retroactively on May 1, 2020 through [December 31, 2021] June 31, 2022 after which the parties may evaluate for further adjustments or resume payment terms as per section 6.1 of Article VI. Temporary terms during May 1, 2020 through [December 31, 2021] June 31, 2022 will be as follows: County will pay the FSMC for a minimum of 28 lunch meals and 28 dinner meals per day for Detention, AP and GAP programs combined, at the fixed price per meal of \$5.05. Any meals served that exceed the minimum will be paid at the fixed price per meal of \$5.05. In addition, County will pay for actual snacks served at the fixed price per snack of \$1.29 without minimum.

MARION COUNTY SIGNATURE

Authorized Signature: [Signature] Date: 1/3/2022
Department Director or designee

Authorized Signature: [Signature] Date: 1/6/2022
Chief Administrative Officer

Reviewed by Signature: [Signature] Date: 1/7/22
Marion County Legal Counsel

Reviewed by Signature: [Signature] Date: 1-5-22
Marion County Contracts & Procurement

TRINITY SERVICES GROUP, INC

Authorized Signature: David M. Miller Date: January 26, 2022
David M. Miller

Title: Chief Operating Officer



Marion County
OREGON

AMENDMENT 7 to the
CONTRACT FOR SERVICES

between

MARION COUNTY and TRINITY SERVICES GROUP, INC.

This Amendment No. 7 to the Contract for Services (as amended from time to time, the "Contract"), dated October 1, 2018 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Food Service Management Company, Trinity Services Group, Inc., hereafter called the FSMC.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

ARTICLE VI
FINANCIAL AND PAYMENT TERMS

6.1 Billing for Fixed Price Per Meal. The County and the FSMC have mutually agreed upon the fixed price per meal of \$5.05 and \$1.29 per snack.

In response to the Marion County declared COVID-19 emergency, County will temporarily adjust payment terms starting retroactively on May 1, 2020 through [July 31, 2021] December 31, 2021 after which the parties may evaluate for further adjustments or resume payment terms as per section 6.1 of Article VI. Temporary terms during May 1, 2020 through [July 31, 2021] December 31, 2021 will be as follows: County will pay the FSMC for a minimum of 28 lunch meals and 28 dinner meals per day for Detention, AP and GAP programs combined, at the fixed price per meal of \$5.05. Any meals served that exceed the minimum will be paid at the fixed price per meal of \$5.05. In addition, County will pay for actual snacks served at the fixed price per snack of \$1.29 without minimum.

MARION COUNTY SIGNATURE

Authorized Signature: [Signature] 8/10/2021
Department Director or designee Date

Authorized Signature: [Signature] 8/18/2021
Chief Administrative Officer Date

Reviewed by Signature: [Signature] 8/17/21
Marion County Legal Counsel Date

Reviewed by Signature: [Signature] 8-16-21
Marion County Contracts & Procurement Date

TRINITY SERVICES GROUP, INC

Authorized Signature: [Signature] Date: 8/20/21
David M. Miller

Title: Chief Operating Officer



Marion County
OREGON

AMENDMENT 6 to the
CONTRACT FOR SERVICES
between

MARION COUNTY and TRINITY SERVICES GROUP, INC.

This Amendment No. 6 to the Contract for Services (as amended from time to time, the "Contract"), dated October 1, 2018 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Food Service Management Company, Trinity Services Group, Inc., hereafter called the FSMC.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

1. **TERM.** This Contract expires on [May 1, 2021] June 30, 2022.

2. **CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$400,000. 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.

C. If specified below, county's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

In accordance with 2 CFR 200.330, Contractor has been designated:

- ☐ Subrecipient
☒ Contractor/Vendor
☐ Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 21.019

3. **COMPLIANCE WITH STATUTES AND RULES.**

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

ARTICLE III
FOOD SERVICE PROGRAM

3.1 Location. The FSMC shall prepare and service meals for youth at 2970 Center St NE, Salem, OR 97301.

[A. Programs. The FSMC shall prepare and serve meals for the County acting as a] [sponsor of one or more of the following USDA Child Nutrition Programs. The] [County must check only those that will be applicable to this contract.]

- [☒ National School Lunch Program]
- [☐ School Breakfast Program (SBP)]
- [☐ Special Milk Program (SMP)]
- [☐ After School Snack Program]
- [☐ Fresh Fruit and Vegetable Program (FFVP)]
- [☐ Child and Adult Care Food Program (CACFP)]

[And provide meals only to the following USDA Child Nutrition Programs:]

- [☐ Summer Food Service Program (SFSP)]
- [☒ At Risk Snacks/Suppers, and Child Care Programs]

[The FSMC shall provide meals that meet all USDA meal pattern requirements as described in 7 CFR 210.10, 220.8, 225.15, and 226.20, as applicable.]

[The FSMC will also provide dinner that is not part of the USDA Child Nutrition Programs.]

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

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

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

The SDMC 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 pm.
- Hot lunches are to be prepared and delivered to DP no later than 11 am each day Monday through Friday.

- [Sack lunches are to be prepared and delivered to County no later than 7:15 am each day Monday through Friday.]
- Dinners are to be prepared and delivered to County GAP no later than 5 pm each day.
- Dinners are to be prepared and delivered to County DP no later than 4:30 pm each day Monday through Friday.
- Dinners are to be prepared and delivered to County DP no later than 5:00 pm each day Saturday through Sunday.
- 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.

[3.2 Calendar. All meals will be provided in accordance with the approved calendar] [(Attachment A). For the first twenty-one (21) days of food services, FSMC will adhere to] [the 21-day cycle menu agreed upon by FSMC and the County. Changed in the menu may be] [made with the approval of the County. 7 CFR 210.16 (b) (1).]

3.3 Meal Program. The FSMC shall provide nutritional, high-quality breakfasts, lunches, snacks and dinner in accordance with the following terms:

- i. FSMC shall prepare meals and snacks for juveniles that provide 2,000-2,200 calories daily. This calorie total does not include breakfast that is provided by the County.
- [ii.] [All reimbursable lunches and snacks shall meet the qualifications for USDA reimbursement as described in 7 CFR 210.10, and 220.8, 225.16 and 226.20, as applicable. While dinner is not reimbursable the same standards must be met.]
- [iii.] ii. Whole-grain products will be used for bakery items. "Day-old" breads will not be accepted.
- [iv.] [Sack lunches will provide 3 days of real meat in a week and will include condiments.]
- [v.] iii. FSMC shall provide menus that are culturally diverse.
- [vi.] iv. When directed by County, SDMC shall prepare individual meals for DP when necessary for safety reasons.
- [vii.] v. FMSC 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.
- [viii.] vi. FMSC shall save samples of all food that comprised each meal [(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 the preparation, services storage.

3.4 Special Diets. The FSMC shall supply special diets for youth where medically necessary and when prescribed by licensed physician for disabled youth, or medical practitioner, for non-disabled youth, [in accordance with USDA and ODE regulations,] and approved in writing by the County. Vegetarian meals will be provided by FSMC when requested by the County for youth.

3.5 Food Committee and Advisory Board. The FSMC shall cooperate with the County Food Services Advisory Committee, consisting of program supervisors and County staff in developing menus and other food services programs.

3.6 Environmental Protection Agency Compliance. In performance of this agreement, the

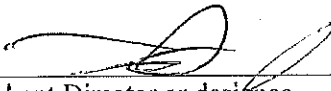
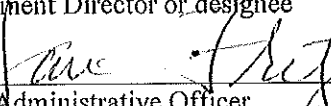
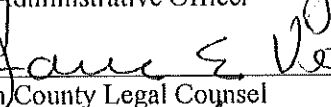

FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 117389, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities."

ARTICLE VI FINANCIAL AND PAYMENT TERMS

6.1 Billing for Fixed Price Per Meal. The County and the FSMC have mutually agreed upon the fixed price per meal of [\$4.90] \$5.05 and [\$1.25] \$1.29 per snack.

In response to the Marion County declared COVID-19 emergency, County will temporarily adjust payment terms starting retroactively on May 1, 2020 through [March 31, 2021] July 31, 2021 after which the parties may evaluate for further adjustments or resume payment terms as per section 6.1 of Article VI. Temporary terms during May 1, 2020 through [March 31, 2021] July 31, 2021 will be as follows: County will pay the FSMC for a minimum of [32] 28 lunch meals and [32] 28 dinner meals per day for Detention, AP and GAP programs combined, at the fixed price per meal of [\$4.90] \$5.05. Any meals served that exceed the minimum will be paid at the fixed price per meal of [\$4.90] \$5.05. In addition, County will pay for actual snacks served at the fixed price per snack of [\$1.25] \$1.29 without minimum.

MARION COUNTY SIGNATURE

Authorized Signature:		<u>4/27/2021</u>
	Department Director or designee	Date
Authorized Signature:		<u>4/28/21</u>
	Chief Administrative Officer	Date
Reviewed by Signature:		<u>4/28/21</u>
	Marion County Legal Counsel	Date
Reviewed by Signature:		<u>4/28/21</u>
	Marion County Contracts & Procurement	Date

TRINITY SERVICES GROUP, INC

Authorized Signature:		Date: <u>4/29/21</u>
	David M. Miller	
Title:	<u>Chief Operating Officer</u>	

EXHIBIT B

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the

standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

(K) Audit Requirements of 2 CFR §200.5XX (Subpart F)

i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

ii. If Contractor expends federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to County within 30 days of completion.

iii. Contractor must save, protect and hold harmless County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(L) System for Award Management. Contractor must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Contractor must also comply with applicable restrictions on subawards ("subgrants") to first tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

(M) Whistleblower Protection Act. Contractor must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Contractor must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

(N) Conflict of Interest. Contractor will prohibit any employee, governing body, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest with regards to funds provided under this agreement. In addition, Contractor must disclose in a timely manner and in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting funds provided under the a

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]



Marion County
OREGON

AMENDMENT 5 to the
CONTRACT FOR SERVICES

between

MARION COUNTY and TRINITY SERVICES GROUP, INC.

This Amendment No. 5 to the Contract for Services (as amended from time to time, the "Contract"), dated [date] between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Food Service Management Company, Trinity Services Group, Inc., hereafter called the FSMC.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

ARTICLE VI

FINANCIAL AND PAYMENT TERMS

6.1 **Billing for Fixed Price Per Meal.** The County and the FSMC have mutually agreed upon the fixed price per meal of \$4.90 and \$1.25 per snack.

In response to the Marion County declared COVID-19 emergency, County will temporarily adjust payment terms starting retroactively on May 1, 2020 through [September 30, 2020] March 31, 2021 after which the parties may evaluate for further adjustments or resume payment terms as per section 6.1 of Article VI. Temporary terms during May 1, 2020 through [December 31, 2020] March 31, 2021 will be as follows: County will pay the FSMC for a minimum of 32 lunch meals and 32 dinner meals, per day for Detention, AP and GAP programs combined, at the fixed price per meal of \$4.90. Any meals served that exceed the minimum will be paid at the fixed price per meal of \$4.90. In addition, County will pay for actual snacks served at the fixed price per snack of \$1.25 without minimum.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

Authorized Signature: [Signature] 1/12/21
Department Director or designee Date

Authorized Signature: [Signature] 1/25/21
Chief Administrative Officer Date

Reviewed by Signature: [Signature] 1/24/21
Marion County Legal Counsel Date

Reviewed by Signature: [Signature] 1/20/21
Marion County Contracts & Procurement Date

TRINITY SERVICES GROUP, INC.

Authorized Signature: [Signature] Date: 2/8/2021
David M. Miller

Title: Chief Operating Officer



Marion County
OREGON

AMENDMENT 4 to the
CONTRACT FOR SERVICES
between

MARION COUNTY and TRINITY SERVICES GROUP, INC.

This Amendment No. 4 to the Contract for Services (as amended from time to time, the "Contract"), dated [date] between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Food Service Management Company, Trinity Services Group, Inc., hereafter called the FSMC.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

ARTICLE VI
FINANCIAL AND PAYMENT TERMS

6.1 **Billing for Fixed Price Per Meal.** The County and the FSMC have mutually agreed upon the fixed price per meal of \$4.90 and \$1.25 per snack.

In response to the Marion County declared COVID-19 emergency, County will temporarily adjust payment terms starting retroactively on May 1, 2020 through September 30, 2020 after which the parties may evaluate for further adjustments or resume payment terms as per section 6.1 of Article VI. Temporary terms during May 1, 2020 through [September 30, 2020] December 31, 2020 will be as follows: County will pay the FSMC for a minimum of 32 lunch meals and 32 dinner meals, per day for Detention, AP and GAP programs combined, at the fixed price per meal of \$4.90. Any meals served that exceed the minimum will be paid at the fixed price per meal of \$4.90. In addition, County will pay for actual snacks served at the fixed price per snack of \$1.25 without minimum.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

Authorized Signature: [Signature] 10/1/2020
Department Director or designee Date

Authorized Signature: [Signature] 10/7/2020
Chief Administrative Officer Date

Reviewed by Signature: [Signature] 10/6/20
Marion County Legal Counsel Date

Reviewed by Signature: [Signature] 10/5/2020
Marion County Contracts & Procurement Date

TRINITY SERVICES GROUP, INC.

Authorized Signature: [Signature] Date: 10/14/2020
David M. Miller

Title: Chief Operating Officer



Marion County
OREGON

AMENDMENT 3 to the
CONTRACT FOR SERVICES

between

MARION COUNTY and TRINITY SERVICES GROUP, INC.

This Amendment No. 3 to the Contract for Services (as amended from time to time, the "Contract"), dated [date] between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Food Service Management Company, Trinity Services Group, Inc., hereafter called the FSMC.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

1. TERM. This Contract expires on [June 30, 2020] May 1, 2021.

ARTICLE VI
FINANCIAL AND PAYMENT TERMS

6.1 Billing for Fixed Price Per Meal. The County and the FSMC have mutually agreed upon the fixed price per meal of \$4.90 and \$1.25 per snack.

In response to the Marion County declared COVID-19 emergency, County will temporarily adjust payment terms starting retroactively on May 1, 2020 through September 30, 2020 after which the parties may evaluate for further adjustments or resume payment terms as per section 6.1 of Article VI. Temporary terms during May 1, 2020 through September 30, 2020 will be as follows: County will pay the FSMC for a minimum of 32 lunch meals and 32 dinner meals, per day for Detention, AP and GAP programs combined, at the fixed price per meal of \$4.90. Any meals served that exceed the minimum will be paid at the fixed price per meal of \$4.90. In addition, County will pay for actual snacks served at the fixed price per snack of \$1.25 without minimum.

6.2 Invoice Due Date. Invoices submitted to the County by the FSMC must be received within (2) weeks of service. If invoices are received in the County's Accounting Department by the cut-off date, and they pass audit, payment will be made within 30 days of invoice date. The FSMC will be notified immediately of any invoice that does not pass audit. The County shall pay when due. FSMC 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 the FSMC.

Marion County Juvenile Dept.
Attn: Accounts Payable
[3030 Center St NE]
2960 Center St NE
Salem, OR 97301

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

Authorized Signature: [Signature] 6/23/2020
Department Director or designee Date

Authorized Signature: [Signature] 6/25/20
Chief Administrative Officer Date

Reviewed by Signature: [Signature] 6/25/20
Marion County Legal Counsel Date

Reviewed by Signature: [Signature] 6/24/20
Marion County Contracts & Procurement Date

TRINITY SERVICES GROUP, INC.

Authorized Signature: David M. Miller Date: 6/26/20
David M. Miller

Title: Chief Operating Officer



Marion County
OREGON

AMENDMENT #2 to the
CONTRACT FOR SERVICES

between
MARION COUNTY and TRINITY SERVICES GROUP, INC.

This Amendment No. 2 to the Contract for Services (as amended from time to time, the "Contract"), dated 10-18-18 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Trinity Services Group, Inc., hereafter called Contractor.

The Contract is hereby amended effective August 1, 2019, as follows (new language is indicated by underlining and deleted language is indicated by brackets):

2.2 Section J. The FSMC shall provide a 21-day cycle menu for approval by the County (Attachment A dated July 2019).

6.1 Billing for Fixed Price per Meal. The County and the FSMC have mutually agreed upon the fixed price per meal of \$4.90 and \$1.25 per snack. [as follows:]

[-Lunch	\$3.90 per meal]
[-Lunch Sack	\$3.50 per meal]
[-Dinner	\$3.90 per meal]
[-Snack	\$0.80 per meal]

6.5 Renegotiation of Financial Terms. [Reserved] Any price adjustments shall be submitted by the FSMC no less than sixty (60) days prior to the Contract anniversary date. The County reserves the right to reject any modifications of the Contract unacceptable to the County. Price adjustments must not exceed Consumer Price Index (CPI) for Food Away From Home for the preceding 12 month period ending in March. The specific CPI used is : CPI-U all Urban Consumers; US City Average Food Away From Home. Price adjustment must be mutually agreed upon by both parties and may not exceed 3% increase in any given year.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

BOARD OF COMMISSIONERS:

Chair	<u>N/A</u>	Date
Commissioner		Date

N/A

Commissioner

Date

Authorized Signature:

 8/22/2019

Troy Gregg, Director

Date

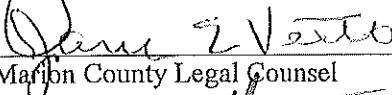
Authorized Signature:

 8/28/18

Chief Administrative Officer

Date


Reviewed by Signature:

 8/27/19

Marion County Legal Counsel

Date

Reviewed by Signature:

 8/26/19

Marion County Contracts & Procurement

Date

TRINITY SERVICES GROUP, LLC

Authorized Signature:



Date: 9/13/19

Title: Chief Operating Officer

Attachment A

Trinity Services Group

Marion Co Unit 25309 Juvenile July 2019

Juvenile

Week 1

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Lunch						
Taco Mix 3/4 Cup	Comdog 2 Each	Enchilada Casserole 1 1/2 Cup	Chili 1 Cup	Beef Patty 1 Each	Pizza Cheese 2 Slice 1/8 Cut	Chicken Tender 4 WZ
Shredded Cheese 1 WZ	Tater Tots 1 Cup	Refried Beans 1/2 Cup	Baked Potato 1 Each	Lettuce Leaf 1 Each		Gravy 1/4 Cup
Spanish Rice 1 Cup	Corn 1/2 Cup	Tortilla Flour 2 Each	Broccoli 1/2 Cup	Sliced Tomato 1 Slice	Tater Tots 1 Cup	Mashed Potatoes 1 1/2 Cup
Corn 1/2 Cup	Ketchup PC 2 Each	Margarine 1 Tbsp	Cornbread 1 1/48 Cut	French Fries 1 Cup	Carrot Sticks 6 Each	Green Beans 1/2 Cup
Tortilla Flour 2 Each	Mustard PC 2 Each (1/6 Oz)	Cake Glazed 1/54 Slice	Margarine 1 Tbsp	Carrots 1/2 Cup	Ranch Dressing 1 Tbsp	Bread 2 Slice
Taco Sauce 2 Each	Brownie Iced 1/54 Cut	Milk Chocolate Skim 1 Cup	Sugar Cookie 2 WZ	Hamburger Bun 1 Each	Ketchup PC 2 Each	Snickerdoodle Cookie 2 WZ
Sugar Cookie 2 WZ	Milk 1%		Milk 1% 1 Each	Ketchup PC 2 Each	Brownie Iced 1/54 Cut	Milk 1% 1 Each
Milk 1% 1 Each				Snickerdoodle Cookie 2 WZ	Milk 1% 1 Each	
				Milk 1% 1 Each		
Dinner						
Salisbury Patty 4 Ounce Patty	Chili Mac 1 1/2 Cup	Chicken Patty 1 Each 4 WZ	Lasagna 1 1/2 Cup	Chicken QTR 1 Each	Meat Sauce 3/4 Cup	Turkey Teriyaki 3/4 Cup
Country Cream Gravy 1/4 Cup	Corn 1/2 Cup	Pizza Sauce 2 FZ	Vegetables Mixed 1/2 Cup	Gravy 1/4 Cup	Spaghetti 1 Cup	Rice 1 Cup
Mashed Potatoes 1 1/2 Cup	Cornbread 1 1/48 Cut	Spaghetti 1 Cup	Tossed Salad 1 Cup	Rice Pilaf 1 Cup	Vegetables Mixed 1/2 Cup	Peas 1/2 Cup
Green Beans 1/2 Cup	Margarine 1 Tbsp	Vegetables Mixed 1/2 Cup	Ranch Dressing 1 Tbsp	Carrots 1/2 Cup	Tossed Salad 1 Cup	Biscuit 1 Each 1/48 Cut
Dinner Roll 1 Each	Glazed Cake 1/54 Slice	Garlic Bread 2 Slice	Garlic Dinner Roll 2 Each	Biscuit 1 Each 1/48 Cut	Ranch Dressing 1 Tbsp	Margarine 1 Tbsp
Margarine 1 Tbsp	Milk 1% 1 Cup	Pudding 1/2 Cup	Margarine 1 Tbsp		Garlic Dinner Roll 2 Each	Glazed Cake 1/54 Slice
Glazed Cake 1/54 Slice		Milk 1% 1 Each	Glazed Cake 1/54 Slice	Margarine 1 Tbsp	Cake Glazed 1/54 Slice	Milk Chocolate Skim 1 Cup
Milk Chocolate Skim 1 Cup			Milk 1% 1 Cup	Glazed Cake 1/54 Slice	Milk 1% 1 Cup	
				Milk Chocolate Skim 1 Cup		
Evening Snack						
Cracker Ritz Bits 1 Each 1 Ounce	Pretzel Smore 2 WZ	Potato Chips 1 Each	Trail Mix Country Style 4.5 Ounce	Cracker Ritz Bits 1 Each 1 Ounce	Pretzel Smore 2 WZ	Potato Chips 1 Each

Dietary Consultant

Approval Date

Trinity Services Group

Marion Co Unit 25309 Juvenile July 2019

Juvenile

Week 2

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Lunch						
Beef Frank 1 Each	Sloppy Joe 1/2 Cup	Taco Mix 3/4 Cup	Salisbury Patty 4 Ounce	Chicken Tender 4 WZ	Beef Patty 1 Each	Meatball 6 Each
Chili 1/2 Cup	BBQ Sauce 1 FZ	Refried Beans 1 Cup	Patty 1/4 Cup	BBQ Sauce 2 Fl Oz	Lettuce Leaf 1 Each	Marinara Sauce 2 FZ
BBQ Beans 1 Cup	French Fries 1 Cup	Chip Tortilla Bulk 2 WZ	Gravy 1/4 Cup	Rice Pilaf 1 Cup	Sliced Cheese 1 Slice	Shredded Cheese 1/2 WZ
Vegetables Mixed 1/2 Cup	Green Beans 1/2 Cup	Cheese Sauce 1 FZ	Au Gratin Potatoes 1 Cup	Carrots 1/2 Cup	Sliced Tomato 1 Slice	Potato Chips 1 Each
Hot Dog Bun 1 Each	Hamburger Bun 1 Each	Shredded Lettuce 1/4 Cup	Broccoli 1/2 Cup	Bread 2 Slice	Tater Tots 1 Cup	Vegetables Mixed 1/2 Cup
Pudding 1/2 Cup	Brownie Iced 1/54 Cut	Corn 1/2 Cup	Bread 2 Slice	Sugar Cookie 2 WZ	Coleslaw 1/2 Cup	Hot Dog Bun 1 Each
Milk 1% 1 Each	Milk 1% 1 Each	Snickerdoodle Cookie 2 WZ	Brownie Iced 1/54 Cut	Milk 1% 1 Each	Carrot Sticks 6 Each	Snickerdoodle Cookie 2 WZ
		Milk 1% 1 Each	Milk 1% 1 Each		Ranch Dressing 1 Tbsp	Milk 1% 1 Each
					Hamburger Bun 1 Each	
					Ketchup PC 2 Each	
					Pudding 1/2 Cup	
					Milk 1% 1 Each	
Dinner						
Chicken Breast 3 WZ	Chili 1 Cup	Chicken Patty 1 Each 4 WZ	Spanish Rice w/ Meat 1 1/2 Cup	Tetrazzini 1 1/2 Cup	Taco Mix 3/4 Cup	Pizza Cheese 3 Slice 1/8 Cut
Pasta Alfredo 1 Cup	Rice 1 Cup	Corn 1/2 Cup	Corn 1/2 Cup	Vegetables Mixed 1/2 Cup	Shredded Cheese 1 WZ	Sliced Pepperoni 3 WZ
Carrots 1/2 Cup	Peas 1/2 Cup	Italian Pasta Salad 1 Cup	Cornbread 1 1/48 Cut	Biscuit 1 Each 1/48 Cut	Shredded Lettuce 1/4 Cup	Tossed Salad 1 Cup
Dinner Roll 1 Each	Cornbread 1 1/48 Cut	Carrots 1/2 Cup	Margarine 1 Tbsp	Margarine 1 Tbsp	Corn 1/2 Cup	Ranch Dressing 1 Tbsp
Margarine 1 Tbsp	Margarine 1 Tbsp	Bread 2 Slice	Glazed Cake 1/54 Slice	Glazed Cake 1/54 Slice	Tortilla Flour 2 Each	Cake Glazed 1/54 Slice
Glazed Cake 1/54 Slice	Cake Glazed 1/54 Slice	Ranch Dressing 1 Tbsp	Milk Chocolate Skim 1 Cup	Milk Chocolate Skim 1 Cup	Taco Sauce 2 Each	Milk Chocolate Skim 1 Cup
Milk 1% 1 Cup	Milk Chocolate Skim 1 Cup	Glazed Cake 1/54 Slice			Glazed Cake 1/54 Slice	
		Milk 1% 1 Cup			Milk 1% 1 Cup	
Evening Snack						
Trail Mix Country Style 4.5 Ounce	Cracker Ritz Bits 1 Each 1 Ounce	Pretzel Smore 2 WZ	Potato Chips 1 Each	Trail Mix Country Style 4.5 Ounce	Cracker Ritz Bits 1 Each 1 Ounce	Pretzel Smore 2 WZ

Dietary Consultant

Approval Date

Trinity Services Group

Marion Co Unit 25309 Juvenile July 2019

Juvenile

Week 3

Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday	
Lunch													
Chili	1 Cup	Corndog	2 Each	Chicken Tender	4 WZ	Pizza Cheese	2 Slice 1/8 Cut	Beef Patty	1 Each	Taco Mix	3/4 Cup	Chicken Patty	1 Each 4 WZ
Rice	1 Cup	French Fries	1 Cup	Gravy	1/4 Cup	French Fries	1 Cup	Lettuce Leaf	1 Each	Shredded Cheese	1 WZ	Gravy	1/4 Cup
Carrot Sticks	6 Each	Carrots	1/2 Cup	Mashed Potatoes	1 1/2 Cup	Vegetables Mixed	1/2 Cup	Sliced Cheese	1 Slice	Spanish Rice	1 Cup	Parslied Pasta	1 Cup
Ranch Dressing	1 Tbsp	Mustard PC	2 Each (1/6 Oz)	Peas	1/2 Cup	Ketchup PC	2 Each	Sliced Tomato	1 Slice	Corn	1/2 Cup	Vegetables Mixed	1/2 Cup
Cornbread	1 1/48 Cut	Ketchup PC	2 Each	Bread	2 Slice	Pudding	1/2 Cup	Tater Tots	1 Cup	Tortilla Flour	2 Each	Bread	2 Slice
Brownie Iced	1/54 Cut	Pudding	1/2 Cup	Snickerdoodle Cookie	2 WZ	Milk 1%	1 Each	Green Beans	1/2 Cup	Taco Sauce	2 Each	Snickerdoodle Cookie	2 WZ
Milk 1%	1 Each	Milk 1%	1 Each	Milk 1%	1 Each			Hamburger Bun	1 Each	Brownie Iced	1/54 Cut	Milk 1%	1 Each
								Ketchup PC	2 Each	Milk 1%	1 Each		
								Sugar Cookie	2 WZ				
								Milk 1%	1 Each				
Dinner													
Salisbury Patty	4 Ounce Patty	Lasagna	1 1/2 Cup	Turkey Teriyaki	3/4 Cup	BBQ Chicken QTR	1 Each	Meat Sauce	3/4 Cup	Sausage Link	1 Each	Black Forest Ham	4 WZ
Country Cream Gravy	1/4 Cup	Green Beans	1/2 Cup	Rice	1 Cup	Garlic Fried Potatoes	1 Cup	Spaghetti	1 Cup	Beans Baked	1 Cup	Scalloped Potatoes	1 Cup
Mashed Potatoes	1 Cup	Tossed Salad	1 Cup	Broccoli	1/2 Cup	Carrots	1/2 Cup	Peas	1/2 Cup	Green Beans	1/2 Cup	Broccoli	1/2 Cup
Peas	1/2 Cup	Ranch Dressing	1 Tbsp	Biscuit	1 Each 1/48 Cut	Biscuit	1 Each 1/48 Cut	Tossed Salad	1 Cup	Hot Dog Bun	1 Each	Cornbread	1 1/48 Cut
Dinner Roll	1 Each	Garlic Dinner Roll	2 Each	Margarine	1 Tbsp	Margarine	1 Tbsp	Ranch Dressing	1 Tbsp	Mustard PC	2 Each (1/6 Oz)	Margarine	1 Tbsp
Margarine	1 Tbsp	Glazed Cake	1/54 Slice	Glazed Cake	1/54 Slice	Cake Glazed	1/54 Slice	Garlic Dinner Roll	2 Each	Glazed Cake	1/54 Slice	Cake Glazed	1/54 Slice
Glazed Cake	1/54 Slice	Milk 1%	1 Cup	Milk Chocolate Skim	1 Cup	Milk Chocolate Skim	1 Cup	Glazed Cake	1/54 Slice	Milk 1%	1 Cup	Milk Chocolate Skim	1 Cup
Milk Chocolate Skim	1 Cup							Milk 1%	1 Cup				
Evening Snack													
Potato Chips	1 Each	Trail Mix Country Style	4.5 Ounce	Cracker Ritz Bits	1 Each 1 Ounce	Pretzel Smore	2 WZ	Potato Chips	1 Each	Trail Mix Country Style	4.5 Ounce	Cracker Ritz Bits	1 Each 1 Ounce

Dietary Consultant _____

Approval Date _____

Trinity Services Group

Marion Co Unit 25309 Juvenile July 2019

Juvenile

Week 4

Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday	
Lunch													
Beef Frank	1 Each	Taco Mix	3/4 Cup	Beef Patty	1 Each	Salisbury Patty	4 Ounce	Chicken Breast	3 WZ	BBQ Sauce	1 FZ	Chicken Tender	4 WZ
Chili	1/2 Cup	Refried Beans	1 Cup	Lettuce Leaf	1 Each	Patty		Sauce Sweet & Sour	1 FZ	Sloppy Joe	1/2 Cup	BBQ Sauce	2 Fl Oz
Tater Tots	1 Cup	Chip Tortilla Bulk	2 WZ	Sliced Cheese	1 Slice	Gravy	1/4 Cup	Rice	1 Cup	Macaroni & Cheese	1 Cup	French Fries	1 Cup
Potato Salad	1 Cup	Cheese Sauce	1 FZ	French Fries	1 Cup	Mashed Potatoes	1 1/2 Cup	Broccoli	1/2 Cup	Vegetables Mixed	1/2 Cup	Green Beans	1/2 Cup
Hot Dog Bun	1 Each	Shredded Lettuce	1/4 Cup	Sliced Tomato	1 Slice	Carrots	1/2 Cup	Bread	2 Slice	Hamburger Bun	1 Each	Bread	2 Slice
Sugar Cookie	2 WZ	Corn	1/2 Cup	Coleslaw	1/2 Cup	Bread	2 Slice	Snickerdoodle Cookie	2 WZ	Brownie Iced	1/54 Cut	Ketchup PC	2 Each
Milk 1%	1 Each	Snickerdoodle Cookie	2 WZ	Carrot Sticks	6 Each	Pudding	1/2 Cup	Milk 1%	1 Each	Milk 1%	1 Each	Sugar Cookie	2 WZ
		Milk 1%	1 Each	Ranch Dressing	1 Tbsp	Milk 1%	1 Each					Milk 1%	1 Each
				Hamburger Bun	1 Each								
				Ketchup PC	2 Each								
				Brownie Iced	1/54 Cut								
				Milk 1%	1 Each								
Dinner													
Enchilada Casserole	1 1/2 Cup	Tetrazzini	1 1/2 Cup	Chicken Noodle Cass	1 1/2 Cup	Spanish Rice w/ Meat	1 1/2 Cup	Sausage Link	1 Each	Taco Mix	3/4 Cup	Pizza Cheese	3 Slice 1/8
Peas	1/2 Cup	Vegetables Mixed	1/2 Cup	Green Beans	1/2 Cup	Corn	1/2 Cup	Potato Salad	1 Cup	Shredded Cheese	1 WZ	Cut	
Tortilla Flour	2 Each	Biscuit	1 Each 1/48	Dinner Roll	1 Each	Cornbread	1 1/48 Cut	Green Beans	1/2 Cup	Refried Beans	1 Cup	Sliced Pepperoni	3 WZ
Glazed Cake	1/54 Slice		Cut	Margarine	1 Tbsp	Margarine	1 Tbsp	Hot Dog Bun	1 Each	Carrots	1/2 Cup	Tossed Salad	1 Cup
Milk 1%	1 Cup	Margarine	1 Tbsp	Glazed Cake	1/54 Slice	Glazed Cake	1/54 Slice	Mustard PC	2 Each (1/6	Tortilla Flour	2 Each	Ranch Dressing	1 Tbsp
		Cake Glazed	1/54 Slice	Milk 1%	1 Cup	Milk Chocolate Skim	1 Cup	Oz)		Taco Sauce	2 Each	Cake Glazed	1/54 Slice
		Milk Chocolate Skim	1 Cup					Cake Glazed	1/54 Slice	Glazed Cake	1/54 Slice	Milk Chocolate Skim	1 Cup
								Milk Chocolate Skim	1 Cup	Milk 1%	1 Cup		
Evening Snack													
Pretzel Smore	2 WZ	Potato Chips	1 Each	Trail Mix Country Style	4.5 Ounce	Cracker Ritz Bits	1 Each 1 Ounce	Pretzel Smore	2 WZ	Potato Chips	1 Each	Trail Mix Country Style	4.5 Ounce

Dietary Consultant

Approval Date

Attachment A

Trinity Services Group

Marion Co Unit 25309 Juvenile July 2019

Sack Meal-Misc/Other

Week 1

Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday	
Lunch													
Salad Chicken	1/2 Cup	Tuna Salad	1/2 Cup	Turkey Bologna	3 WZ	Roast Beef	3 WZ	Turkey Breast	3 WZ	Peanut Butter	3 WZ	Turkey Salami	3 WZ
Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Apple Jelly	2 FZ	Sliced Cheese	1 WZ
Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice
Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Potato Chips	1 Each	Mustard PC	1 Each (5.5 gm)
Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Cookies	2 Cookies	Dressing Mayonnaise	1 Each
Potato Chips	1 Each	Potato Chips	1 Each	Potato Chips	1 Each	Potato Chips	1 Each	Potato Chips	1 Each	Milk 1%	1 Cup	Potato Chips	1 Each
Cookies	2 Cookies	Cookies	2 Cookies	Cookies	2 Cookies	Cookies	2 Cookies	Cookies	2 Cookies			Cookies	2 Cookies
Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup			Milk 1%	1 Cup

Dietary Consultant _____

Approval Date _____

Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday	
Lunch													
Salad Chicken	1/2 Cup	Turkey Bologna	3 WZ	Tuna Salad	1/2 Cup	Turkey Breast	3 WZ	Roast Beef	3 WZ	Turkey Salami	3 WZ	Peanut Butter	3 WZ
Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Apple Jelly	2 FZ
Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice
Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Potato Chips	1 Each
Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Cookies	2 Cookies
Potato Chips	1 Each	Potato Chips	1 Each	Potato Chips	1 Each	Potato Chips	1 Each	Potato Chips	1 Each	Potato Chips	1 Each	Milk 1%	1 Cup
Cookies	2 Cookies	Cookies	2 Cookies	Cookies	2 Cookies	Cookies	2 Cookies	Cookies	2 Cookies	Cookies	2 Cookies		
Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup		

Dietary Consultant _____

Approval Date _____

Trinity Services Group

Marion Co Unit 25309 Juvenile July 2019

Sack Meal-Misc/Other

Week 3

Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday	
Lunch													
Salad Chicken	1/2 Cup	Tuna Salad	1/2 Cup	Turkey Bologna	3 WZ	Roast Beef	3 WZ	Turkey Breast	3 WZ	Peanut Butter	3 WZ	Turkey Salami	3 WZ
Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Apple Jelly	2 FZ	Sliced Cheese	1 WZ
Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice
Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Potato Chips	1 Each	Mustard PC	1 Each (5.5 gm)
Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Cookies	2 Cookies	Dressing Mayonnaise	1 Each
Potato Chips	1 Each	Potato Chips	1 Each	Potato Chips	1 Each	Potato Chips	1 Each	Potato Chips	1 Each	Milk 1%	1 Cup	Potato Chips	1 Each
Cookies	2 Cookies	Cookies	2 Cookies	Cookies	2 Cookies	Cookies	2 Cookies	Cookies	2 Cookies			Cookies	2 Cookies
Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup			Milk 1%	1 Cup

Dietary Consultant _____

Approval Date _____

Trinity Services Group

Marion Co Unit 25309 Juvenile July 2019

Sack Meal-Misc/Other

Week 4

Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday	
Lunch													
Salad Chicken	1/2 Cup	Turkey Bologna	3 WZ	Tuna Salad	1/2 Cup	Turkey Breast	3 WZ	Roast Beef	3 WZ	Turkey Salami	3 WZ	Peanut Butter	3 WZ
Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Apple Jelly	2 FZ
Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice
Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Mustard PC	1 Each (5.5 gm)	Potato Chips	1 Each
Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Dressing Mayonnaise	1 Each	Cookies	2 Cookies
Potato Chips	1 Each	Potato Chips	1 Each	Potato Chips	1 Each	Potato Chips	1 Each	Potato Chips	1 Each	Potato Chips	1 Each	Milk 1%	1 Cup
Cookies	2 Cookies	Cookies	2 Cookies	Cookies	2 Cookies	Cookies	2 Cookies	Cookies	2 Cookies	Cookies	2 Cookies		
Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup		

Dietary Consultant

Approval Date



Marion County
OREGON

AMENDMENT #1 to the
CONTRACT FOR SERVICES

between

MARION COUNTY and TRINITY SERVICES GROUP, INC

This Amendment No. 1 to the Oregon Department of Education Child Nutrition Programs, Marion County Juvenile Department – Food Service Management Company Contract for Services (as amended from time to time, the “Contract”), dated October 1, 2018, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Trinity Services Group, Inc, hereafter called Food Service Management Company (FSMC).

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

Title: [Oregon Department of Education Child Nutrition Programs]

1.3 Term of the Agreement. The initial term of this agreement commences on upon execution of the agreement or October 1, 2018 whichever is later, and continues until June 30, [2019] 2020. The agreement is subject to maximum [four (4)] three (3) additional one-year renewals upon the consent of both parties, unless terminated earlier as provided in the Article concerning General Terms and Conditions. [Extensions or renewals are contingent upon the fulfillment of all contract provisions related to donated foods.]

1.5 Consideration. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is [\$250,000] \$400,000.

2.2 Responsibilities of FSMC.

D.RESERVED [The FSMC agrees to conduct program operations in accordance with 7 CFR Parts 210 (National School Lunch Program), 215 (Special Milk Program for Children, 220 (School Breakfast Program, 250 (Donation of Foods) and USDA Food and Nutrition Services (FNS) instructions and policies as applicable.]

J. The FSMC shall provide a 21-day cycle menu for approval by the County. (Attachment A). The FSMC shall adhere to the cycle menu for the first 21 days of meal service, and any changes made thereafter may be made only with written approval of the County. [7 CFR 210.16(b)(1).] The FSMC shall provide a nutritional analysis of all meals and snacks listed on the menu.

2.3 Rights of County

A. The County shall supervise and retain control of the FSMC’s daily operation of the food service described in this agreement; retain control of the quality, extent, and general nature of the food service operation. Authorized representatives of the County shall have access to all

portions of the food service facilities at all times, and shall monitor the performance of the FSMC under this agreement to ensure conformance with program regulations through periodic on-site visits. [7CFR 210.16(a)(2)(3)(4).]

C. RESERVED [The County shall retain control of the school food service account and overall financial responsibility for the school nutrition program. 7 CFR 210.19 (a)(1).]

D. RESERVED [The County shall retain signature authority on the Child Nutrition Program Food Services Agreement, Free and Reduced Price Policy Statement, and all claims for reimbursement. 7 CFR 210.9(a)(b); 210.16(a)(5).]

E. RESERVED [The County shall be responsible for all contractual agreements entered into in connection with the school nutrition program. 7 CFR 210.21; 210.19(a)(1); and 3015.]

F. RESERVED [The County shall implement internal controls and ensure resolution of program review and audit findings. 7 CFR 210.8(a), 210.9(b)(17), 210.18(k)(1)(2).]

G. RESERVED [The County shall establish an advisory board composed of program supervisors and group workers to assist in menu planning. 7 CFR 210.16(a)(8).]

H. The County shall maintain applicable health certification and be assured that the FSMC is meeting all state and local regulations in preparing and serving meals at the facilities. [7CFR 210.16(a)(7).]

I. The County policy will protect youth by providing equal services to all youth. The FSMC will defer to the County policy in providing meals. [The FSMC will bill the County for the meals served with the County payment from funds other than non-profit food service funds.]

J. RESERVED [The County shall retain title to donated foods. 7 CFR 210.16 (a) (6).]

3.1. Location

A. **Programs.** [The FSMC shall prepare and serve meals for the County acting as a sponsor of one or more of the following USDA Child Nutrition Programs. The County must check only those that will be applicable to this contract.

☒ National School Lunch Program (NSLP)

☒ School Breakfast Program (SBP)

☐ Special Milk Program (SMP)

☐ After School Snack Program

☐ Fresh Fruit and Vegetable Program (FFVP)

☐ Child and Adult Care Food Program (CACFP)

And provide meals only to the following USDA Child Nutrition Programs:

☐ Summer Food Service Program (SFSP)

☒ At Risk Snacks/Suppers, and Child Care Programs

The FSMC shall provide meals that meet all USDA meal pattern requirements as described in 7 CFR 210.10, 220.8, 225.15, and 226.20, as applicable.

The FSMC will also provide dinner that is not part of the USDA Child Nutrition Programs.]

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

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

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

The FSMC 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 pm.
- Hot lunches are to be prepared and delivered to DP no later than 11 am each day Monday through Friday.
- Sack lunches are to be prepared and delivered to County no later than 7:15 am each day Monday through Friday.
- Dinners are to be prepared and delivered to County GAP no later than 5 pm each day.
- Dinners are to be prepared and delivered to County DP no later than 4:30 pm each day Monday through Friday.
- Dinners are to be prepared and delivered to County DP no later than 5:00 pm each day Saturday through Sunday.
- 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 [herin] herein.

3.2 Calendar. All meals will be provided in accordance with the approved calendar, (Attachment A). For the first twenty-one (21) days of food service, FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the County. Changes in the menu may be made with approval of the County. [7CFR 210.16(b)(1)]

3.3 Meal Program.

i. FSMC shall prepare meals and snacks for juveniles that provide a minimum of [2,200] 2,000 calories daily.

ii. RESERVED [All reimbursable lunches and snacks shall meet the qualifications for USDA reimbursement as described in 7 CFR 210.10, and 220.8, 225.16 and 226.20, as applicable. While dinner is not reimbursable the same standards must be met.]

iii. Whole-grain products [will be used] should be used as a priority but not exclusively for bakery items.

3.4 Special Diets. The FSMC shall supply special diets for youth where medically necessary and when prescribed by licensed physician for disabled youth, or medical practitioner, for non-disabled youth, [in accordance with USDA and ODE regulations,] and approved in writing by the County.

3.5 RESERVED[Food Committee and Advisory Board. The FSMC shall cooperate with the County Food Service Advisory Committee, consisting of program supervisors and County staff in developing menus and other food service programs.]

3.9 Debarment Certification. The FSMC shall complete and submit to County the Certification Regarding Debarment (Attachment B). [The County shall submit the certification to the Oregon Department of Education – Child Nutrition Programs with the contract for review.]

3.10 Lobbying. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit to the County a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities (Attachment C). [The County shall submit the certification to the Oregon Department of Education – Child Nutrition Programs with the contract for review.]

3.11 “Buy American” Provision. FSMC shall make every effort to buy American and local products when feasible. This is not an exclusive requirement. [Section 104(d) of the William F Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic

commodities or products with non-profit school food service account funds. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to the County liaison, a minimum of 10 days in advance of delivery. The request must include the:

- i. Alternative substitute(s) that are domestic and meet the required specifications:
 - a. Price of the domestic food alternative substitute(s); and
 - b. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- ii. Reason for exception: limited/lack of availability or price (include price):
 - a. Price of the domestic food product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product.]

4.6 Nondiscrimination. In accordance with Federal civil rights law, [and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs] FSMC is prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity [in any program or activity conducted or funded by USDA].

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

[To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

- (2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.]

[This institution] FSMC is an equal opportunity provider.

5.1 Inventories of Food and Supplies. Prior to the commencement of the term of this agreement, the existing food shall be delivered and charged to the FSMC for the performance of this agreement. The cost of food ordered by FSMC on behalf of the County in performance of this agreement shall be paid for by the FSMC. The inventory of food shall remain the FSMC'S property.

All goods and monies received as a result of rebate under a processing contract must be used in the County's [nonprofit] food service.

5.3 Sanitation.

D. D. The FSMC shall be responsible for complying with all applicable federal, state, and municipal laws related to food preparation and sanitation and all rules and regulations promulgated there under for any facility outside the school in which it prepares meals and at LEA facilities. [7 CFR 210.16(c)(2).] The kitchen facility will be inspected at a minimum of twice annually, at the 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 the 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.

6.1 Billing for Fixed Price Per Meal. The County and the FSMC have mutually agreed upon the fixed price per meal as follows:

[NSLP	
-Lunch	\$3.90 per meal
-Lunch Sack	\$3.50 per meal
-Snack	\$0.80 per snack]

[Snack Meal Equivalents \$3.20 per meal based on \$0.80 rate]

[Non-Reimbursable]	
-Lunch	\$3.90 per meal
-Lunch Sack	\$3.50 per meal
-Dinner	\$3.90 per meal
-Snack	\$0.80 per snack

A. [Meal Equivalent Defined:

1. For fixed price per meal purposes, each lunch shall be considered one (1) meal/meal equivalent and one snack shall be considered one-fourth (1/4) of a meal/meal equivalent.] No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the County, or do not otherwise meet the requirements of this agreement. No deduction in payment shall be made by the County unless the County notifies the FSMC in writing within 72 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.

D. The FSMC shall maintain such records, for a period of not less than five (5) years, as are needed by the County.

E. The FSMC shall make available, as required by state and federal regulations, all facilities, books and records pertaining to food service operations available for onsite review by the County.

6.3 Operating Statements. The FSMC shall submit monthly operating statements to the County within 15 days of the end of each fiscal quarter. This statement shall reflect all activity for the calendar month. The report should 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 snack 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.

6.4 Inspection of Books and Records. The books and records of the FSMC pertaining to operations under this agreement shall be available to representatives of the County, [state agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place].

6.5 RESERVED [Renegotiation of Financial Terms] The fixed price per meal/lunch equivalent will be subject to an annual escalator provision, made at the time of contract renewal, based on the CPI For Food Away from Home. The specific CPI used is: CPI-U All Urban Consumers:

US City Average Food Away From Home. Use the CPI for the 12 month period of March of 2018 to March of 2019.]

6.6 Financial Reconciliation. Within [60] 90 days of the end of the fiscal year, the parties shall complete a reconciliation of the annual operational financial report, which the report shall be signed by the parties as being true and correct.

7.1 Compliance With Law. The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, purchasing, sanitation, health, and safety of the food service operations. [The FSMC will comply with all requirements of the National School Lunch Program and the School Breakfast Program, and shall procure and maintain all necessary licenses and permits.] The County shall cooperate, as necessary, for the FSMC's compliance and procurement efforts.

7.2 RESERVED [USDA Child Nutrition Program. In order to assist the County participation in the following Child Nutrition Programs:

- ♦ National School Lunch Program (NSLP)
- ♦ School Breakfast Program (SBP)]

[A. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the County, or do not otherwise meet the requirements of this agreement. No deduction in payment shall be made by the County unless the County notifies the FSMC in writing within 72 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.]

[B. The FSMC shall maintain such records, for a period of not less than five (5) years, as are needed by the County to support its claims for federal and state reimbursements.]

[C. The FSMC shall make available, as required by state and federal regulations, all facilities, books and records pertaining to food service operations available for onsite review by the County, State Agency, the US Department of Agriculture, and the Comptroller General or their duly authorized representatives to ensure compliance with program requirements and the management and use of donated foods.]

7.5 Trade Secrets. During the term of this agreement, the FSMC shall designate any information it considers confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents regularly used in the operation of the FSMC's business. Information so designated and identified shall be treated as confidential by the County, and the County shall exercise the same level of care in maintaining the confidences of the FSMC as it would employ in maintaining its own confidences. All recipes, files, records, compilations, manuals, and similar items shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of this agreement. The County

shall have no right to the use trademarks, service marks, copyrights, or trade names of the FSMC following termination of this agreement. The FSMC shall remove all evidence of its trade names and registered trademarks within thirty (30) days after termination of this agreement. [Nothing in this section prohibits the Federal government's rights of reproduction or distribution for any material developed with nonprofit school food service account funds or for any materials in which the FSMC purchases an ownership interest.]

7.11 Termination.

C. At the point of termination the FSMC will surrender to the County all program records pertaining to the contract period and renewals. These documents include, but are not limited to: daily meal counts by meal benefit category [by school/site] for each program; monthly benefit issuance rosters with youth start and withdrawal dates; and daily menu production records by program.

7.16 Sanctions. For breach of the agreement and associated benefits:

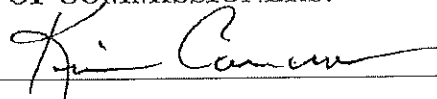
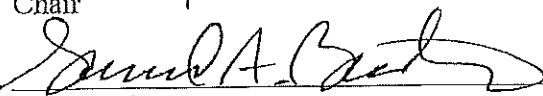
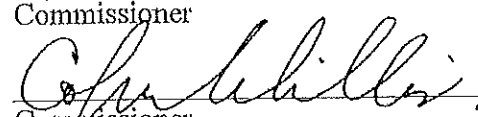
A. RESERVED [The Oregon Department of Education shall be notified immediately of termination action and reason for termination.]

B. RESERVED [The name of either party who has caused the breach shall be kept on record by the Oregon Department of Education for information and action if necessary when co-signing future agreements.]

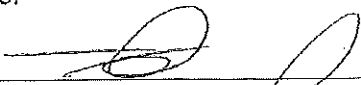
Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

BOARD OF COMMISSIONERS:

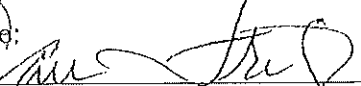
	<u>7.11.19</u>
Chair	Date
	<u>7-11-19</u>
Commissioner	Date
	<u>7-11-19</u>
Commissioner	Date

Authorized Signature:




Troy Gregg, Director Date 6/26/2019

Authorized Signature:



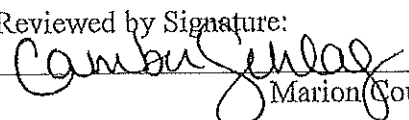
Chief Administrative Officer Date 7/8/19

Reviewed by Signature:



Marion County Legal Counsel Date 7/1/19

Reviewed by Signature:



Marion County Contracts & Procurement Date June 28, 2019

TRINITY SERVICES GROUP, INC

Authorized Signature: 
August 21, 2019 Date:

Title: Chief Operating Officer

OREGON DEPARTMENT OF EDUCATION

CHILD NUTRITION PROGRAMS

Marion County Juvenile Department – Food Service
Management Company
Contract
(Fixed Price)

ARTICLE I INTRODUCTION

1.1 Date of and Parties to the Agreement. This agreement, dated October 1, 2018, is between Marion County, a political subdivision of the State of Oregon, on behalf of the Juvenile Department, hereafter called the County, and Food Service Management Company (the FSMC): Trinity Services Group, Inc.

1.2 Purpose of Agreement. This agreement sets forth the terms and conditions upon which the County retains the FSMC to manage and operate the County's food service for the County's youth participating in programs.

1.3 Term of the Agreement. The initial term of this agreement commences on upon execution of the agreement or October 1, 2018 whichever is later, and continues until June 30, 2019. The agreement is subject to maximum four (4) additional one-year renewals upon the consent of both parties, unless terminated earlier as provided in the Article concerning General Terms and Conditions. Extensions or renewals are contingent upon the fulfillment of all contract provisions related to donated foods.

1.4 Integration of Terms. The terms of this agreement shall be in accordance with the Request of Proposal (RFP) and any amendments to the RFP and the proposal submitted by the FSMC, which are incorporated by reference into this agreement. In the event contradictory statements are contained in the RFP, the FSMC proposal and this agreement, the following order of precedence shall apply: agreement, RFP, FSMC proposal.

1.5 Consideration. The maximum, not-to-exceed compensation payable to FSMC under this agreement, which includes any allowable expenses, is \$250,000. County will not pay FSMC any amount in excess of the not-to-exceed compensation of this agreement for completing the Work, and will not pay for Work performed before the date this agreement becomes effective or after the termination of this agreement. If the maximum compensation is increased by amendment of this agreement, the amendment must be fully effective before FSMC performs Work subject to the amendment.

ARTICLE II RELATIONSHIP OF THE PARTIES

2.1 Limited Agency. To the extent that the state or federal statutes or regulations require that the FSMC shall be an agent of the County for certain regulatory purposes, such statutes and regulations shall be controlling, and the FSMC shall be the County's agent for such purposes. Otherwise, FSMC shall be an independent contractor and not an officer, agent, employee, partner, joint venture, tenant or servant of the County.

2.2 Responsibilities of FSMC.

A. As agent, the FSMC shall prepare and serve a variety of high quality, wholesome, and nutritious food and beverages for youth in the Detention, Guaranteed Attendance Program (GAP) and Alternative Programs in accordance with the terms and conditions of this agreement.

B. The FSMC agrees that it will perform the work described in this agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.

C. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this agreement.

D. The FSMC agrees to conduct program operations in accordance with 7 CFR Parts 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 250 (Donation of Foods) and USDA Food and Nutrition Services (FNS) instructions and policies as applicable.

E. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, as to all employees engaged by it in the performance of this agreement.

F. The FSMC agrees to furnish the County, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

G. The FSMC agrees that it will not itself enter into the processing agreement with the processor.

H. The FSMC agrees to comply with the County's free meal policies.

I. The FSMC will following the County's established policy regarding marketing/advertising within youth department buildings.

J. The FSMC shall provide a 21-day cycle menu for approval by the County. (Attachment A). The FSMC shall adhere to the cycle menu for the first 21 days of meal service, and any changes made thereafter may be made only with written approval of the County. 7 CFR 210.16(b)(1). The FSMC shall provide a nutritional analysis of all meals and snacks listed on the menu.

2.3 Rights of County.

A. The County shall supervise and retain control of the FSMC's daily operation of the food service described in this agreement; retain control of the quality, extent, and general nature of the food service operation. Authorized representatives of the County shall have access to all

portions of the food service facilities at all times, and shall monitor the performance of the FSMC under this agreement to ensure conformance with program regulations through periodic on-site visits. 7 CFR 210.16(a)(2)(3)(4).

B. The County may make reasonable regulations with regard to all matters under its' supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given.

C. The County shall retain control of the school food service account and overall financial responsibility for the school nutrition program. 7 CFR 210.19 (a)(1).

D. The County shall retain signature authority on the Child Nutrition Program Food Services Agreement, Free and Reduced Price Policy Statement, and all claims for reimbursement. 7 CFR 210.9(a)(b); 210.16(a)(5).

E. The County shall be responsible for all contractual agreements entered into in connection with the school nutrition program. 7 CFR 210.21; 210.19(a)(1); and 3015.

F. The County shall implement internal controls and ensure resolution of program review and audit findings. 7 CFR 210.8(a), 210.9(b)(17), 210.18(k)(1)(2).

G. The County shall establish an advisory board composed of program supervisors and group workers to assist in menu planning. 7 CFR 210.16(a)(8).

H. The County shall maintain applicable health certification and be assured that the FSMC is meeting all state and local regulations in preparing and serving meals at the facilities. 7 CFR 210.16(a)(7).

I. The County policy will protect youth by providing equal services to all youth. The FSMC will defer to the County policy in providing meals. The FSMC will bill the County for the meals served with the County payment from funds other than non-profit food service funds.

J. The County shall retain title to donated foods. 7 CFR 210.16 (a) (6).

ARTICLE III FOOD SERVICE PROGRAM

3.1 Location. The FSMC shall prepare and serve meals for youth at 2970 Center St NE, Salem OR 97301

A. Programs. The FSMC shall prepare and serve meals for the County acting as a sponsor of one or more of the following USDA Child Nutrition Programs. The County must check only those that will be applicable to this contract.

☒ National School Lunch Program (NSLP)

- ☒ School Breakfast Program (SBP)
- ☐ Special Milk Program (SMP)
- ☐ After School Snack Program
- ☐ Fresh Fruit and Vegetable Program (FFVP)
- ☐ Child and Adult Care Food Program (CACFP)

And provide meals only to the following USDA Child Nutrition Programs:

- ☐ Summer Food Service Program (SFSP)
- ☒ At Risk Snacks/Suppers, and Child Care Programs

The FSMC shall provide meals that meet all USDA meal pattern requirements as described in 7 CFR 210.10, 220.8, 225.15, and 226.20, as applicable.

The FSMC will also provide dinner that is not part of the USDA Child Nutrition Programs.

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

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

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

The FSMC 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 pm.
- Hot lunches are to be prepared and delivered to DP no later than 11 am each day Monday through Friday.
- Sack lunches are to be prepared and delivered to County no later than 7:15 am each day Monday through Friday.
- Dinners are to be prepared and delivered to County GAP no later than 5 pm each day.
- Dinners are to be prepared and delivered to County DP no later than 4:30 pm each day Monday through Friday.
- Dinners are to be prepared and delivered to County DP no later than 5:00 pm each day Saturday through Sunday.
- 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.

3.2 Calendar. All meals will be provided in accordance with the approved calendar, (Attachment A). For the first twenty-one (21) days of food service, FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the County. Changes in the menu may be made with approval of the County. 7 CFR 210.16 (b) (1).

3.3 Meal Program. The FSMC shall provide nutritional, high-quality breakfasts, lunches, snacks and dinner in accordance with the following terms:

- i. FSMC shall prepare meals and snacks for juveniles that provide 2,000 - 2,200 calories daily. This calorie total does not include breakfast that is provided by the County.
- ii. All reimbursable lunches and snacks shall meet the qualifications for USDA reimbursement as described in 7 CFR 210.10, and 220.8, 225.16 and 226.20, as applicable. While dinner is not reimbursable the same standards must be met.
- iii. Whole-grain products will be used for bakery items. "Day-old" breads will not be accepted.
- iv. Sack lunches will provide 3 days of real meat in a week and will include condiments.
- v. FSMC shall provide menus that are culturally diverse.
- vi. When directed by County, FSMC shall prepare individual meals for DP when necessary for safety reasons.
- vii. FSMC 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.
- viii. FSMC shall save samples of all food that comprised each meal (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 the preparation, service and storage.

3.4 Special Diets. The FSMC shall supply special diets for youth where medically necessary and when prescribed by licensed physician for disabled youth, or medical practitioner, for non-disabled youth, in accordance with USDA and ODE regulations, and approved in writing by the County. Vegetarian meals will be provided by FSMC when requested by the County for youth.

3.5 Food Committee and Advisory Board. The FSMC shall cooperate with the County Food Service Advisory Committee, consisting of program supervisors and County staff in developing menus and other food service programs.

3.6 Environmental Protection Agency Compliance. In performance of this agreement, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 117389, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities."

3.7 Energy Policy and Conservation Act Compliance. The County and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

3.8 Contract Work Hours and Safety Standards Act Compliance. In performance of this agreement, and as employer for all management food service employees [and non-management foodservice employees], the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

3.9 Debarment Certification. The FSMC shall complete and submit to County the Certification Regarding Debarment (Attachment B). The County shall submit the certification to the Oregon Department of Education – Child Nutrition Programs with the contract for review.

3.10 Lobbying. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit to the County a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities (Attachment C). The County shall submit the certification to the Oregon Department of Education – Child Nutrition Programs with the contract for review.

3.11 "Buy American" Provision. Section 104(d) of the William F Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products with non-profit school food service account funds. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to the County liaison, a minimum of 10 days in advance of delivery. The request must include the:

- i. Alternative substitute(s) that are domestic and meet the required specifications:
 - a. Price of the domestic food alternative substitute(s); and
 - b. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- ii. Reason for exception: limited/lack of availability or price (include price):
 - a. Price of the domestic food product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product.

ARTICLE IV MANAGEMENT AND PERSONNEL

4.1 FSMC Management and Professional Employees. The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein. The FSMC 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 FSMC employees. The FSMC 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.

FSMC 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 FSMC staff and management.

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

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

The FSMC 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.

4.2 Payroll and Taxes. The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including any income, social security, and unemployment taxes and workers' compensation payments.

4.3 Workers' Compensation Insurance. The FSMC shall procure Workers' Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the County.

4.4 Training. FSMC 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 borne pathogen training, safety and security, and sanitation. All FSMC management and staff must successfully complete the National Restaurant Association sponsored "ServSafe" program within six months of contract initiation and within three months of employment thereafter.

4.5 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. FSMC'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.

FSMC 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 FSMC's management and staff.

4.6 Nondiscrimination. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

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ARTICLE V INVENTORIES, FACILITIES, EQUIPMENT, AND MAINTENANCE

5.1 Inventories of Food and Supplies. Prior to the commencement of the term of this agreement, the existing food shall be delivered and charged to the FSMC for the performance of this agreement. The cost of food ordered by FSMC on behalf of the County in performance of this agreement shall be paid for by the FSMC. The inventory of food shall remain the FSMC's property.

All goods and monies received as a result of rebate under a processing contract must be used in the County's nonprofit food service.

County will provide existing facilities and equipment for the food service operations. FSMC shall not use the County property for other than County business related to food service. FSMC 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.

FSMC shall not receive sales calls in County facility. FSMC will encourage all salespeople to call on FSMC'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 FSMC, at FSMC's cost, to restore the identified equipment to the standard of the previous maintenance check, where damage had not been identified.

FSMC and County shall jointly inventory, at least twice annually, all capital equipment and County owned service ware under the FSMC'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 FSMC 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 FSMC supplied equipment must be maintained and submitted to the County annually, or upon County request.

FSMC 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 the County kitchen facilities are not in use or when food preparation is at a minimum, FSMC will assume maximum utility/energy cost conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items. FSMC 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. FSMC shall report any missing items to the County Liaison.

FSMC shall immediately notify the County Liaison of any fires in the kitchen or related areas and of any accidents involving FSMC personnel.

5.2 Office Facilities. The County shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment (including computers, printers, phone), for use by

the FSMC in performance of this agreement. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the County in good condition upon termination of this agreement, ordinary wear and tear excepted.

5.3 Sanitation. The FSMC shall be responsible for usual and customary cleaning and sanitation of the County's food service facilities.

A. The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.

B. The County shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The County shall also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from refuse collection centers.

C. If the County is unable to perform any of its responsibilities described in subparagraph B above, the FSMC shall temporarily assume those responsibilities and shall bill the County for any costs incurred.

D. The FSMC shall be responsible for complying with all applicable federal, state, and municipal laws related to food preparation and sanitation and all rules and regulations promulgated there under for any facility outside the school in which it prepares meals and at LEA facilities. 7 CFR 210.16(c)(2). The kitchen facility will be inspected at a minimum of twice annually, at the 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 the 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.

E. The County shall be responsible for compliance relating to structural and equipment matters.

5.4 Maintenance. The County shall provide, at the County's expense, maintenance personnel and outside maintenance services, parts, and supplies required to properly maintain the food service facilities and equipment.

5.5 Condition of Facilities and Equipment. The County shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this agreement shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated there under. FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government

agency that the County's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the County of such notification.

5.6 Nonconforming Facilities and Equipment. Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or equipment which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.

ARTICLE VI FINANCIAL AND PAYMENT TERMS

6.1 Billing for Fixed Price Per Meal. The County and the FSMC have mutually agreed upon the fixed price per meal as follows:

NSLP

-Lunch	\$3.90 per meal
-Lunch Sack	\$3.50 per meal
-Snack	\$0.80 per snack

-Snack Meal Equivalents \$3.20 per meal based on \$0.80 rate

Non-Reimbursable

-Lunch	\$ 3.90 per meal
-Lunch Sack	\$3.50 per meal
-Dinner	\$ 3.90 per meal

A. Meal Equivalent Defined:

1. For fixed price per meal purposes, each lunch shall be considered one (1) meal/meal equivalent and one snack shall be considered one-fourth (1/4) of a meal/meal equivalent.

B. The FSMC shall submit the following supporting documents to the County monthly:

- Daily menu production records by program

C. Expenses paid by the FSMC and not charged to the County or the food service operations include, but are not limited to:

- Reports filed to the State
- Corporate income tax

6.2 Invoice Due Date. Invoices submitted to the County by the FSMC must be received within (2) weeks of service. If invoices are received in the County's Accounting Department by the cut-off date, and they pass audit, payment will be made within 30 days of invoice date. The FSMC will be notified immediately of any invoice that does not pass audit. The County shall pay when due. FSMC 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: Accounts Payable
3030 Center St NE
Salem, OR 97301

6.3 Operating Statements. The FSMC shall submit monthly operating statements to the County within 15 days of the end of each fiscal quarter. This statement shall reflect all activity for the calendar month. The report should 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 snack 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.

6.4 Inspection of Books and Records. The books and records of the FSMC pertaining to operations under this agreement shall be available to representatives of the County, state agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place.

6.5 Renegotiation of Financial Terms The fixed price per meal/lunch equivalent will be subject to an annual escalator provision, made at the time of contract renewal, based on the CPI For Food Away from Home. The specific CPI used is: CPI-U All Urban Consumers: US City Average Food Away From Home. Use the CPI for the 12 month period of March of 2018 to March of 2019.

6.6 Financial Reconciliation. Within ninety (60) days of the end of the fiscal year, the parties shall complete a reconciliation of the annual operational financial report, which the report shall be signed by the parties as being true and correct. For accounting purposes, FSMC shall use County's fiscal year of July 1 through June 30 and calendar month periods.

ARTICLE VII GENERAL TERMS AND CONDITIONS

7.1 Compliance With Law. The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, purchasing, sanitation, health, and safety of the food service operations. The FSMC will comply with all requirements of the National School Lunch Program and the School Breakfast Program, and shall procure and maintain all necessary licenses and permits. The County shall cooperate, as necessary, for the FSMC's compliance and procurement efforts.

7.2 USDA Child Nutrition Program. In order to assist the County participation in the following Child Nutrition Programs:

- ♦ National School Lunch Program (NSLP)
- ♦ School Breakfast Program (SBP)

A. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the County, or do not otherwise meet the requirements of this agreement. No deduction in payment shall be made by the County unless the County notifies the FSMC in writing within 72 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.

B. The FSMC shall maintain such records, for a period of not less than five (5) years, as are needed by the County to support its claims for federal and state reimbursements.

C. The FSMC shall make available, as required by state and federal regulations, all facilities, books and records pertaining to food service operations available for onsite review by the County, State Agency, the US Department of Agriculture, and the Comptroller General or their duly authorized representatives to ensure compliance with program requirements and the management and use of donated foods.

7.3 Comprehensive 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.

7.4 Waiver of Insurance Subrogation. Neither party has any obligation or responsibility for loss or damage to the other's real or personal property that is caused by fire, extended coverage perils, vandalism, or malicious mischief. The parties waive all rights of recovery against each other for loss or damage to the waiving party occasioned by any such peril insured against under any policies insuring the waiving party's real or personal property.

7.5 Trade Secrets. During the term of this agreement, the FSMC shall designate any information it considers confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents regularly used in the operation of the FSMC's business. Information so designated and identified shall be treated as confidential by the County, and the County shall exercise the same level of care in maintaining the confidences of the FSMC as it would employ in maintaining its own confidences. All recipes, files, records, compilations, manuals, and similar items shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of this agreement. The County shall have no right to the use trademarks, service marks, copyrights, or trade names of the FSMC following termination of this agreement. The FSMC shall remove all evidence of its trade names and registered trademarks within thirty (30) days after termination of this agreement. Nothing in this section prohibits the Federal government's rights of reproduction or distribution for any material developed with nonprofit school food service account funds or for any materials in which the FSMC purchases an ownership interest.

7.6 Assignment. This agreement may not be assigned by either party, in whole or in part without consent of the other party. Either party may with prior written approval assign this agreement to any wholly-owned subsidiary without being released from any of its responsibilities.

7.7 Notice. Any notice or communication required or permitted under this agreement shall be in writing and shall be served personally or sent by US registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

Notices to the County:

Marion County Contracts & Procurement Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, OR 97309

Notices to the FSMC: Only one (1 notice sent to the FSMC. The FSMC is responsible for providing additional copies to others within their organizations.

Trinity Services Group, Inc.
477 Commerce Blvd.
Oldsmar, FL 34677

Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the US mail.

7.8 Indemnity.

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.

7.9 Catastrophe. With the exception of payment obligations for prior performance under this agreement, neither party shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or other like causes beyond the reasonable control of the party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible.

7.10 Cure Period. If either party, County and FSMC, commits any material breach or default of any of the obligations required of it in this agreement under this contract, such breach, default or failure shall be cured within ten (10) business days of written notice of failure by the injured party. In either case, if a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party with the sixty (60) day period as described in paragraph 7.12 below. This letter should be counter-signed by the receiving party and the letter should become an amendment to this agreement.

7.11 Termination.

A. Termination for Convenience: This contract may be terminated at any time by the mutual written consent of the parties. Either party may terminate this agreement without cause. Either the County or the FSMC shall give not less than sixty (60) days written notice of the intention to terminate for convenience.

B. Termination for Cause: If either party fails to comply with any of the obligations required of it in this agreement the injured party may give a written notice of Termination. Following receipt of written notice the contract will be terminated in sixty (60) days.

C. At the point of termination the FSMC will surrender to the County all program records pertaining to the contract period and renewals. These documents include, but are not limited to: daily meal counts by meal benefit category by school/site for each program; monthly benefit issuance rosters with youth start and withdrawal dates; and daily menu production records by program.

7.12 Remedy. If either party, County and FSMC, commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform the Work under this Contract in accordance with its terms, such breach, default or failure shall be cured within (10) ten business days of written notice by the injured party. Failure to cure or remedy shall be grounds for Termination for Cause.

The County may pursue the following at its discretion: if after two written notices of non-performance have been submitted to FSMC 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 FSMC 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. FSMC 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. FSMC, through improper or inconsistent supervision, has failed to provided the specified portions to the youth.
- iii. FSMC has failed to adhere to the County's or it's contractually agreed upon minimum purchase specifications.
- iv. FSMC has, through circumstances within its control, caused all or portions of a meal to become contaminated.
- v. FSMC has, through circumstances within its control, failed to serve meals within 10 minutes of their scheduled time.
- vi. FSMC has, through circumstances within its control, failed to maintain the kitchen, staff dining rooms, storage equipment and spaces and all preparation and service utensils in a clean, sanitary manner.
- vii. FSMC has, through circumstances within its control, failed to prevent any damage to County property, buildings, or equipment.
- viii. FSMC has, through circumstances within its control, failed to provide no less than the staffing requirements agreed by the parties.
- ix. FSMC willfully conceals knowledge of an employee's arrest or criminal investigation from the County.

7.13 Rights Beyond Termination. The right of termination referred to in this agreement is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity.

7.14 Construction and Effect. A waiver of any failure under this agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This agreement supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this agreement by the respective references to them. This agreement may be executed in several counterparts, each of which shall be deemed an original.

7.15 Amendments to the Agreement. Each of the Articles and Appendixes shall remain in effect throughout the term of this agreement unless the parties mutually agree, in a written document signed by both parties and attached to this agreement, to amend, add, or delete an Article or Appendix. Any amendment to this agreement shall become effective at the time specified in the amendment.

During the term of the Contract, the County shall have the option to increase or decrease the amount of 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 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.

7.16 Sanctions. For breach of the agreement and associated benefits:

A. The Oregon Department of Education shall be notified immediately of termination action and reason for termination.

B. The name of either party who has caused the breach shall be kept on record by the Oregon Department of Education for information and action if necessary when co-signing future agreements.

C. If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the County in procuring similar services, and is liable for administrative, contractual, and legal remedies as applicable.

SO AGREED:

Trinity Services Group, Inc.

David M. Miller David M. Miller COO 9-17-2018
Print Name Signature of FSMC Authorized Representative Title Date

MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:

Janet Laub 9-12-18
Chair Date

Kim Canem 9.12.18
Commissioner Date

Not Present At Meeting
Commissioner Date

Authorized Signature: [Signature] 8/23/2018
Juvenile Director or designee Date

Authorized Signature: N/A
Chief Administrative Officer Date

Reviewed by Signature: Jane E. Votto 8/31/18
Marion County Legal Counsel Date

Reviewed by Signature: Amber Schlegel Aug 30, 2018
Marion County Contracts & Procurement Date

Attachment A

Proposal for Food Service Management for the Marion County Family Court/Juvenile Department

Sample Holiday Menus

Trinity will serve meals on holidays as required by your RFP. We will meet with your representative to determine the type of meal best suited to your population based on any price restrictions. We have included several samples below for your review.

Thanksgiving

Roast Turkey Breast with Gravy
Sage Dressing
Mashed Potatoes
Buttered Green Beans
Perfection Salad
Hot Buttered Dinner Roll
Pumpkin Cake

Christmas

Roast Turkey Breast with Gravy
Cornbread Dressing
Mashed Sweet Potatoes
Broccoli Cuts
Fruited Gelatin Salad
Hot Buttered Dinner Roll
Pumpkin Square

Fourth of July

Barbecued Chicken
Steamed Collard Greens
Buttered Whole Kernel Corn
Apple Cobbler

Memorial Day

Cheeseburger
Baked Beans
Potato Wedges
Brownie

Labor Day

Hot Dogs
Baked Beans
Spicy Coleslaw
Peach Cake

Cycle Menu



Trinity Services Group

MARION COUNTY OR JUVENILE 2018

Week 1

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Lunch						
BBQ Chicken 1/2 Cup	Hot Turkey Ham 3 WZ	Enchiladas 1 Cup	Sloppy Joe 1/2 Cup	Taco Mix 1/2 Cup	Turkey Frankfurter 2 Each	Chili 1 Cup
Ranch Beans 1/2 Cup	Gravy 1/4 Cup	Seasoned Rice 1/2 Cup	Carrots 1 Cup	Shredded Cheese 1/2 WZ	Pasta Salad 1/2 Cup	Seasoned Rice 1/2 Cup
Coleslaw Vinaigrette 1/2 Cup	Mashed Potatoes 1/2 Cup	Corn 1 Cup	Wheat Hamburger 1 Each	Refried Beans 1/2 Cup	Carrots 1 Cup	Vegetables Mixed 1 Cup
Wheat Hamburger Bun 1 Each	Broccoli 1 Cup	Wheat Roll 1 Each	Bun 1 Each	Corn 1 Cup	Ketchup 1 Each	Wheat Roll 1 Each
Fruit 1 Each	Wheat Roll 1 Each	Fruit 1 Each	Fruit 1 Each	Tossed Salad 1/2 Cup	Mustard 1 Each	Fruit 1 Each
Apple Juice 1/2 Cup	Fruit 1 Each	Milk 1% 1 Cup	Apple Juice 1/2 Cup	Onion 1/4 Cup	Wheat Hot Dog Bun 2 Each	Apple Juice 1/2 Cup
Milk 1% 1 Cup	Milk 1% 1 Cup		Milk 1% 1 Cup	Taco Sauce 2 Each	Fruit 1 Each	Milk 1% 1 Cup
				Tortilla Whole Wheat 2 Each	Milk 1% 1 Cup	
				Fruit 1 Each		
				Apple Juice 1/2 Cup		
				Milk 1% 1 Cup		
PM Snack						
Graham Cracker 2.2 Oz. Pkg.	Peanut Butter 1 WZ	Fruit 1 Each	Sliced Cheese 1 WZ	Peanut Butter 1 WZ	Fruit 1 Each	Graham Cracker 2.2 Oz. Pkg.
Milk 1% 1 Cup	Wheat Bread 1 Slice	Skim Milk Chocolate 1 Cup	Saltine Cracker 3 Each	Wheat Bread 1 Slice	Skim Milk Chocolate 1 Cup	Milk 1% 1 Cup
	Skim Milk Chocolate 1 Cup		Milk 1% 1 Cup	Skim Milk Chocolate 1 Cup		
Dinner						
Chowwagon Patty 3 WZ	Chili 1-1/2 Cup	Mexilox 3 Ounce	Lasagna 1-1/2 Cup	Chicken Patty 1 Each	Meat Sauce 3/4 Cup	Cheese Pizza 3 Each
Country Cream Gravy 1/4 Cup	Pinto Beans 1 Cup	Patty 1/4 Cup	Mixed Vegetables 1/2 Cup	Gravy 1/4 Cup	Spaghetti 1 Cup	Fruit 1 Each
Mashed Potatoes 1 1/2 Cup	Buttered Corn 1/2 Cup	Gravy 1/4 Cup	Tossed Salad 1/2 Cup	Rice Pilaf 1 Cup	Broccoli 1/2 Cup	Skim Milk Chocolate 1/2 Pint
Green Beans 1/2 Cup	Cornbread 1 1/4 Cup	Mashed Potatoes 1 1/2 Cup	Italian Dressing 1 Each	Buttered Green Beans 1/2 Cup	Tossed Salad 1/2 Cup	
Wheat Roll 2 Each	Margarine 1 Tbsp	Buttered Carrots 1/2 Cup	Wheat Roll 1 Each	Biscuit 1 Each 1/54	French Dressing 1 Each	
Margarine 1 Tbsp	Cookies 2 Cookies	Biscuit 1 Each 1/54	Margarine 1 Tbsp	Cut 1 FZ	Garlic Wheat Bread 2 Slice	
Cake 1/54 Cut	Milk 1% 1 Cup	Cut 1 FZ	Glazed Cakes 1/54 Slice	Jelly 1 FZ	Cookies 2 Cookies	
Skim Milk Chocolate 1/2 Pint		Pudding 1/2 Cup	Milk 1% 1 Cup	Pudding 1/2 Cup	Milk 1% 1 Cup	
		Skim Milk Chocolate 1/2 Pint		Skim Milk Chocolate 1/2 Pint		

Dietary Consultant

Laura Donnelly, R.D.

Approval Date

6/11/2018

Cycle Menu

MARION COUNTY OR JUVENILE 2018

Week 2

Trinity Services Group

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Lunch						
Turkey Bologna 2 WZ	Turkey Frankfurter 2 Each	Salisbury Patty 3 WZ	Turkey Salami 2 WZ	Stroganoff 1 Cup	Chicken Patty 1 Each	Taco Mix 1/2 Cup
BBQ Beans 1/2 Cup	Cottage Fried Potatoes 1/2 Cup	Gravy 1/4 Cup	BBQ Beans 1/2 Cup	Carrots 1 Cup	Gravy 1/4 Cup	Shredded Cheese 1/2 WZ
Broccoli 1 Cup	Carrots 1 Cup	Washed Potatoes 1/2 Cup	Toasted Salad 1/2 Cup	Toasted Salad 1/2 Cup	Oven Brown Potatoes 1/2 Cup	Refried Beans 1/2 Cup
Wheat Bread 2 Slice	Wheat Hot Dog Bun 2 Each	Coleslaw Vinaigrette 1/2 Cup	Wheat Bread 2 Slice	Italian Dressing 1 Each	Broccoli 1 Cup	Corn 1 Cup
Mustard 1 Each	Ketchup 1 Each	Wheat Roll 1 Each	Fruit 1 Each	Wheat Roll 1 Each	Wheat Roll 1 Each	Toasted Salad 1/2 Cup
Fruit 1 Each	Fruit 1 Each	Fruit 1 Each	Milk 1%	Fruit 1 Each	Fruit 1 Each	Taco Sauce 2 Each
Milk 1% 1 Cup	Apple Juice 1/2 Cup	Apple Juice 1/2 Cup		Milk 1% 1 Cup	Apple Juice 1/2 Cup	Tortilla Whole Wheat 2 Each
	Milk 1% 1 Cup	Milk 1% 1 Cup			Milk 1% 1 Cup	Fruit 1 Each
						Milk 1% 1 Cup
PM Snack						
Graham Cracker 22 Ct. Pkg.	Peanut Butter 1 WZ	Fruit 1 Each	Sliced Cheese 1 WZ	Peanut Butter 1 WZ	Fruit 1 Each	Graham Cracker 22 Ct. Pkg.
Milk 1% 1 Cup	Wheat Bread 1 Slice	Skim Milk Chocolate 1 Cup	Saladine Cracker 3 Each	Wheat Bread 1 Slice	Skim Milk Chocolate 1 Cup	Milk 1% 1 Cup
	Skim Milk Chocolate 1 Cup		Milk 1% 1 Cup	Skim Milk Chocolate 1 Cup		
Dinner						
Chili 1-1/2 Cup	Sloppy Joe 1/2 Cup	Burger Patty 3 Ounce	Enchilada Casserole 1 1/2 Cup	Meatloaf 3 Ounce	Meaty Spanish Rice 1 1/2 Cup	Cheese Pizza 3 Each
Buttered Peas & Carrots 1/2 Cup	Punch Beans 1 Cup	Patty 2 Pz	Spanish Rice 1 Cup	Patty 1/4 Cup	Buttered Green Beans 1/2 Cup	Fruit 1 Each
Toasted Salad 1/2 Cup	Buttered Peas 1/2 Cup	BBQ Sauce 1 Cup	Refried Beans 1 Cup	Gravy 1/4 Cup	Pinto Beans 1 Cup	Skim Milk Chocolate 1/2 Pint
Italian Dressing 1 Each	Pasta Salad 1/2 Cup	Seasoned Rice 1 Cup	Mexicali Corn 1/2 Cup	Herbed Egg Noodles 1 Cup	Taco Sauce 2 Each	
Biscuit 1 Each 1/54	Wheat Hamburger Bun 1 Each	Buttered Green Beans 1/2 Cup	Pudding 1/2 Cup	Buttered Green Beans 1/2 Cup	Tortilla Flour 2 Each	
Cut 1/54	Chocolate Cake 1/54 Slice	Wheat Hamburger Bun 1 Each	Milk 1% 1 Cup	Biscuit 1 Each 1/54	Chocolate Cake 1/54 Slice	
Jelly 1 FZ	Milk 1% 1 Cup	Cake 1/54 Cut		Cut 1 FZ	Milk 1% 1 Cup	
Cooldes 2 Cookies		Skim Milk Chocolate 1/2 Pint		Jelly 1 FZ		
Skim Milk Chocolate 1/2 Pint				Cookies 2 Cookies		
				Skim Milk Chocolate 1/2 Pint		

Proposal for Food Service Management for the Marion County Family Court/Juvenile Department

Dietary Consultant

Laura Donnelly, R.D.

Approval Date

6/11/2018

Cycle Menu

MARION COUNTY OR JUVENILE 2018

Week 3

Trinity Services Group

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Lunch						
Hot Turkey Ham 3 WZ	Turkey & Noodles 1 Cup	Meatloaf 3 WZ	Taco Mix 1/2 Cup	Beef Burger Ea.	Turkey Salami 2 WZ	Turkey & Rice 1 Cup
Gravy 1/4 Cup	Carrots 1 Cup	Gravy 1/4 Cup	Shredded Cheese 1/2 WZ	Oven Brown Potatoes 1/2 Cup	Ranch Beans 1/2 Cup	Plato Beans 1/2 Cup
Broccoli 1 Cup	Tossed Salad 1/2 Cup	Mashed Potatoes 1/2 Cup	Corn 1 Cup	Broccoli 1 Cup	Carrots 1 Cup	Green Beans 1 Cup
Mashed Potatoes 1/2 Cup	Italian Dressing 1 Each	Wheat Roll 1 Each	Tossed Salad 1/2 Cup	Ketchup 1 Each	Mustard 1 Each	Wheat Roll 1 Each
Fruit 1 Each	Wheat Roll 1 Each	Fruit 1 Each	Taco Sauce 2 Each	Wheat Hamburger Bun 1 Each	Wheat Bread 2 Slice	Fruit 1 Each
Apple Juice 1/2 Cup	Fruit 1 Each	Apple Juice 1/2 Cup	Taco Shells 1 Each	Fruit 1 Each	Fruit 1 Each	Apple Juice 1/2 Cup
Wheat Roll 1 Each	Milk 1% 1 Cup	Milk 1% 1 Cup	Fruit 1 Each	Milk 1% 1 Cup	Apple Juice 1/2 Cup	Milk 1% 1 Cup
Milk 1% 1 Cup			Apple Juice 1/2 Cup		Milk 1% 1 Cup	
PM Snack						
Graham Cracker 2.2 Oz. Pkg.	Peanut Butter 1 WZ	Fruit 1 Each	Sliced Cheese 1 WZ	Peanut Butter 1 WZ	Fruit 1 Each	Graham Cracker 2.2 Oz. Pkg.
Milk 1% 1 Cup	Wheat Bread 1 Slice	Skim Milk Chocolate 1 Cup	Saltine Cracker 3 Each	Wheat Bread 1 Slice	Skim Milk Chocolate 1 Cup	Milk 1% 1 Cup
	Skim Milk Chocolate 1 Cup		Milk 1% 1 Cup	Skim Milk Chocolate 1 Cup		
Dinner						
Burger Patty 3 Ounce	Chili Con Carne 1 Cup	Turkey Frankfurter 2 Each	Meat Sauce 3/4 Cup	Turkey Ham 3 WZ	Chicken Patty 1 Each	Cheese Fizz 3 Each
Patty 1 Cup	Seasoned Rice 1 Cup	Savory Baked Beans 1 Cup	Spaghetti 1 Cup	Macaroni & Cheese 1 Cup	Gravy 1/4 Cup	Fruit 1 Each
Savory Baked Beans 1 Cup	Buttered Green Beans 1/2 Cup	Buttered Peas 1/2 Cup	Buttered Green Beans 1/2 Cup	Broccoli 1/2 Cup	Lyonnaise Potatoes 1 Cup	Skim Milk Chocolate 1/2 Pint
Coleslaw Vinaigrette 1/2 Cup	Cornbread 1 1/4 Cup	Ketchup 2 Each	Tossed Salad 1/2 Cup	Tossed Salad 1/2 Cup	Mixed Vegetables 1/2 Cup	
Ketchup 2 Each	Margarine 1 Tbsp	Mustard 2 Each (3 gm)	Italian Dressing 1 Each	French Dressing 1 Each	Wheat Roll 2 Each	
Wheat Hamburger Bun 1 Each	Cookies 2 Cookies	Wheat Hot Dog Bun 2 Each	Wheat Roll 2 Each	Biscuit 1 Each 1/54	Margarine 1 Tbsp	
Glazed Cake 1/54 Slice	Milk 1% 1 Cup	Pudding 1/2 Cup	Margarine 1 Tbsp	Cut 1 FZ	Cookies 2 Cookies	
Skim Milk Chocolate 1/2 Pint		Skim Milk Chocolate 1/2 Pint	Cookies 1 Cup	Jelly Chocolate Cake 1/54 Slice	Milk 1% 1 Cup	
				Skim Milk Chocolate 1/2 Pint		

Dietary Consultant

Laura Donnelly, R.D.

Approval Date

6/11/2018

Cycle Menu

MARION COUNTY OR JUVENILE 2018

Week 4

Trinity Services Group

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Punch						
Turkey Salami 2 WZ	Turkey Fried Rice 1 Cup	Beef Burger Ea.	Turkey & Noodles 1 Cup	Taco Mix 1/2 Cup	Meat Sauce 3/4 Cup	Sloppy Joe 1/2 Cup
Savory Baked Beans 1/2 Cup	Broccoli 1 Cup	Oven Brown Potatoes 1/2 Cup	Carrots 1 Cup	Shredded Cheese 1/2 WZ	Spaghetti 3/4 Cup	Pinto Beans 1/2 Cup
Tossed Salad 1/2 Cup	Wheat Roll 1 Each	Carrots 1 Cup	Wheat Roll 1 Each	Medicall Corn 1 Cup	Green Beans 1 Cup	Salad Potato 1/2 Cup
Mustard 1 Each	Fruit 1 Each	Ketchup 1 Each	Fruit 1 Each	Tossed Salad 1/2 Cup	Tossed Salad 1/2 Cup	Wheat Hamburger 1 Each
Wheat Bread 2 Slice	Milk 1% 1 Cup	Wheat Hamburger 1 Each	Milk 1% 1 Cup	Taco Sauce 2 Each	French Dressing 1 Each	Bun 1 Each
Fruit 1 Each		Bun 1 Each		Chip Tortilla Bulk 2 WZ	Wheat Roll 1 Each	Fruit 1 Each
Milk 1% 1 Cup		Fruit 1 Each		Fruit 1 Each	Fruit 1 Each	Apple Juice 1/2 Cup
		Apple Juice 1/2 Cup		Milk 1% 1 Cup	Apple Juice 1/2 Cup	Milk 1% 1 Cup
		Milk 1% 1 Cup			Milk 1% 1 Cup	
PM Snack						
Graham Cracker 2.2 Ct. Pkg.	Peanut Butter 1 WZ	Fruit 1 Each	Sliced Cheese 1 WZ	Peanut Butter 2 WZ	Fruit 1 Each	Graham Cracker 2.2 Ct. Pkg.
Milk 1% 1 Cup	Wheat Bread 1 Slice	Skim Milk Chocolate 1 Cup	Saltine Cracker 3 Each	Wheat Bread 1 Slice	Skim Milk Chocolate 1 Cup	Milk 1% 1 Cup
	Skim Milk Chocolate 1 Cup		Milk 1% 1 Cup	Skim Milk Chocolate 1 Cup		
Dinner						
Stroganoff 1-1/2 Cup	Saltzbury Patty 3 Ounces	BBQ Chicken 4 WZ	Hot Turkey Ham 4 WZ	Meaty Spanish Rice 1 1/2 Cup	Turkey Frankfurter 2 Each	Cheese Pizza 3 Each
Mixed Vegetables 1/2 Cup	Patty 1/4 Cup	Macaroni & Cheese 1 Cup	Gravy 1/4 Cup	Mixed Vegetables 1/2 Cup	Oven Brown Potatoes 1 Cup	Fruit 1 Each
Tossed Salad 1/2 Cup	Gravy 1/4 Cup	Broccoli 1/2 Cup	Mashed Potatoes 1 1/2 Cup	Ranch Beans 1 Cup	Savory Baked Beans 1 Cup	Skim Milk Chocolate 1/2 Pint
French Dressing 1 Each	Mashed Potatoes 1 1/2 Cup	Cornbread 1 1/4 Cup	Buttered Green Beans 1/2 Cup	Taco Sauce 2 Each	Ketchup 2 Each	
Biscuit 1 Each 1/54	Buttered Carrots 1/2 Cup	Margarine 1 Tbsp	Wheat Roll 2 Each	Tortilla Flour 2 Each	Mustard 2 Each (9 gm)	
Cut 1 FZ	Wheat Roll 2 Each	Chocolate Cake 1/54 Slice	Jelly 1 FZ	Cookies 2 Cookies	Wheat Hot Dog Bun 2 Each	
Jelly 1 FZ	Margarine 1 Tbsp	Skim Milk Chocolate 1/2 Pint	Pudding 1/2 Cup	Skim Milk Chocolate 1/2 Pint	Glassed Cake 1/54 Slice	
Cake 1/54 Cut	Pudding 1/2 Cup		Milk 1% 1 Cup		Milk 1% 1 Cup	
Skim Milk Chocolate 1/2 Pint	Milk 1% 1 Cup					

Proposal for Food Service Management for the Marion County Family Court/Juvenile Department

Sack Menu



Trinity Services Group		Marion County OR Juvenile				Sack Meal-Lunch/Dinner		Week 1					
Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday	
Lunch													
Turkey Bologna	3 WZ	Turkey Bologna	3 WZ	Turkey Bologna	3 WZ	Turkey Bologna	3 WZ	Turkey Ham	3 WZ	Turkey Breast	3 WZ	Turkey Salsami	3 WZ
Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ
Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice
Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)
Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each
Baby Carrots	2 Each	Baby Carrots	2 Each	Baby Carrots	2 Each	Baby Carrots	1 Each 1.6 Ounce	Baby Carrots	2 Each	Baby Carrots	1 Each 1.6 Ounce	Baby Carrots	1 Each 1.6 Ounce
Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Salad Potato	1/2 Cup	Fruit	1 Each	Pinto Bean Salad	1/2 Cup	Italian Dressing PC	1 Each
Cookie Oatmeal	1 Each	Cookie Oatmeal	1 Each	Cookie Oatmeal	1 Each	Fruit	1 Each	Cookie Oatmeal	1 Each	Fruit	1 Each	Broccoli	1/2 Cup
Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Cookie Oatmeal	1 Each	Milk 1%	1 Cup	Cookie Oatmeal	1 Each	Cookie Oatmeal	1 Each
						Milk 1%	1 Cup			Milk 1%	1 Cup	Milk 1%	1 Cup

Trinity Services Group		Marion County OR Juvenile				Sack Meal-Lunch/Dinner				Week 2			
Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday	
Lunch													
Turkey Ham	3 WZ	Turkey Bologna	3 WZ	Turkey Bologna	3 WZ	Turkey Ham	3 WZ	Turkey Salsami	3 WZ	Turkey Bologna	3 WZ	Turkey Breast	3 WZ
Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ
Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice
Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)
Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each
Baby Carrots	2 Each	Baby Carrots	2 Each	Baby Carrots	2 Each	Baby Carrots	1 Each 1.6 Ounce	Baby Carrots	2 Each	Baby Carrots	1 Each 1.6 Ounce	Baby Carrots	1 Each 1.6 Ounce
Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Pinto Bean Salad	1/2 Cup	Italian Dressing PC	1 Each
Cookie Oatmeal	1 Each	Cookie Oatmeal	1 Each	Cookie Oatmeal	1 Each	Salad Potato	1/2 Cup	Cookie Oatmeal	1 Each	Fruit	1 Each	Fruit	1 Each
Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Cookie Oatmeal	1 Each	Milk 1%	1 Cup	Cookie Oatmeal	1 Each	Broccoli	1/2 Cup
						Milk 1%	1 Cup			Milk 1%	1 Cup	Cookie Oatmeal	1 Each
												Milk 1%	1 Cup

Sack Menu

Trinity Services Group		Marion County OR Juvenile				Sack Meal-Lunch/Dinner				Week 3			
Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday	
Lunch													
Turkey Salmi	3 WZ	Turkey Bologna	3 WZ	Turkey Bologna	3 WZ	Turkey Bologna	3 WZ	Turkey Breast	3 WZ	Turkey Ham	3 WZ	Turkey Bologna	3 WZ
Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ
Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice
Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)
Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each
Baby Carrots	2 Each	Baby Carrots	2 Each	Baby Carrots	2 Each	Baby Carrots	2 Each	Baby Carrots	2 Each	Baby Carrots	2 Each	Baby Carrots	2 Each
Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each
Cookie Oatmeal	1 Each	Cookie Oatmeal	1 Each	Cookie Oatmeal	1 Each	Cookie Oatmeal	1 Each	Cookie Oatmeal	1 Each	Cookie Oatmeal	1 Each	Cookie Oatmeal	1 Each
Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup

Trinity Services Group		Marion County OR Juvenile				Sack Meal-Lunch/Dinner		Week 4					
Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday	
Lunch													
Turkey Bologna	3 WZ	Turkey Bologna	3 WZ	Turkey Bologna	3 WZ	Turkey Bologna	3 WZ	Turkey Salmi	3 WZ	Turkey Breast	3 WZ	Turkey Ham	3 WZ
Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ
Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice
Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)	Mustard PC	1 Each (1/6 Oz)
Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each	Mayonnaise PC	1 Each
Baby Carrots	2 Each	Baby Carrots	2 Each	Baby Carrots	2 Each	Baby Carrots	1 Each 1.5 Ounce	Baby Carrots	2 Each	Baby Carrots	1 Each 1.5 Ounce	Baby Carrots	1 Each 1.5 Ounce
Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Fruit	1 Each	Pinto Bean Salad	1/2 Cup	Italian Dressing PC	1 Each
Cookie Oatmeal	1 Each	Cookie Oatmeal	1 Each	Cookie Oatmeal	1 Each	Salad Potato	1/2 Cup	Cookie Oatmeal	1 Each	Fruit	1 Each	Fruit	1 Each
Milk 1%	1 Cup	Milk 1%	1 Cup	Milk 1%	1 Cup	Fruit	1 Each	Milk 1%	1 Cup	Cookie Oatmeal	1 Each	Broccoli	1/2 Cup
						Cookie Oatmeal	1 Each			Milk 1%	1 Cup	Cookie Oatmeal	1 Each
						Milk 1%	1 Cup					Milk 1%	1 Cup

Proposal for Food Service Management for the Marion County Family Court/Juvenile Department

ATTACHMENT B
Suspension and Debarment Certification

NOTE: This certificate must be completed for all new and renewal contract years.

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

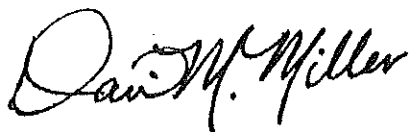
This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, Title 2 CFR 180 and 2 CFR 200.213, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

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

<u>Trinity Services Group, Inc.</u>	<u>Food Services Management RFP JV316-18</u>
Organization Name	PR/Award Number or Project Name

<u>David Miller, Chief Operating Officer</u>
Names(s) and Title(s) of Authorized Representative(s)



Signature(s)

August 29, 2018

Date

Attachment C: Certification Regarding Lobbying

Marion County Juvenile Department

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.

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

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

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

Trinity Services Group, Inc.

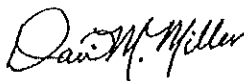
477 Commerce Boulevard

Oldsmar, FL 34677

Name/Address of Organization

David Miller, Chief Operating Officer

Name/Title of Submitting Official



8/29/18

Signature

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.