

OREGON DEPARTMENT OF EDUCATION

CHILD NUTRITION PROGRAMS

LEA - FSMC Contract
(Fixed Price)

Between

Lincoln County School District

And

Sodexo America, LLC

Effective: July 1, 2023

ARTICLE I INTRODUCTION

1.1 Date of and Parties to the Agreement. This agreement, dated June 14, 2023, is between Lincoln County School District hereafter called the Local Education Agency (LEA), and Sodexo America, LLC, a Delaware limited liability company, hereinafter called the Food Service Management Company (the FSMC).

1.2 Purpose of Agreement. This agreement sets forth the terms and conditions upon which the LEA retains the FSMC to manage and operate the LEA's food service for the LEA's students, employees, visitors, and guests.

1.3 Term of the Agreement. The initial term of this agreement commences on July 1, 2023, and continues until June 30, 2024. 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.

During the first half of each school year, LEA and FSMC agree to participate in an Annual Expectations Meeting throughout the term of this Agreement in accordance with Appendix D.

Commented [KC1]: From our current Sodexo contract

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; Contract Agreement and all of its exhibits, appendices, and attachments, RFP, FSMC proposal.

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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 LEA for certain regulatory purposes, such statutes and regulations shall be controlling, and the FSMC shall be the LEA'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 LEA.

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 students, faculty, staff, employees, and others as designated by the LEA 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 2 CFR Part 200, 7 CFR Parts 210, 215, 220, 225, 226, 245, 250 and 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 procure processed end products from donated foods on behalf of the LEA in accordance with 7 CFR 250 and 2 CFR 200.

G. The FSMC agrees that it will not itself enter into the processing agreement with the processor. The FSMC will only procure the services of a processor on behalf of the LEA with an approved State Participation Agreement (SPA). 7 CFR 250.30(d)

H. The FSMC agrees to comply with the storage and inventory management requirements for donated foods. 7 CFR 250.14(b)

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

J. The FSMC agrees to comply with the LEA's free and reduced priced meal policies. The information cannot be used or possessed by the FSMC for any use other than to determine eligibility for free and reduced meals.

K. The FSMC will follow the LEA's established policy regarding marketing/advertising within school district buildings, on the district website, district press releases, mailings and during district sponsored events which may be held off site.

Commented [KC3]: To add clarity.

L. The FSMC will provide the LEA documentation showing their employees providing services for the school meal programs have completed the required Professional Standard training as required by the Healthy, Hungry-Free Kids Act of 2010. 7 CFR 210.30 and USDA memo SP 38-2016.

M. The FSMC will participate in the LEA's advisory board composed of parents, teachers, and students to assist in menu planning. 7 CFR 210.16(8)

2.3 Rights of LEA.

A. The LEA 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; and establish all program and non-program meal and a la carte prices. Authorized representatives of the LEA 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); 2 CFR 200.318(b).

B. The LEA 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 LEA 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 LEA 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 LEA 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 2 CFR 200.318(k).

F. The LEA 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 LEA shall provide a 21-day cycle menu. (Attached a copy of the menu and label as an Appendix C). The FSMC must adhere to the cycle menu for the first 21 days of meal service, and any changes made thereafter may be made only with approval of the LEA. 7 CFR 210.16(b)(1).

H. The LEA shall establish an advisory board composed of parents, teachers, and students to assist in menu planning. 7 CFR 210.16(a)(8).

I. The LEA 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).

J. The LEA shall distribute and collect the parent letter and application for free and reduced price meals. 7 CFR 245.6.

K. The LEA shall establish a policy for providing meals to students without adequate funds. The LEA policy will protect students by providing equal services to all students. The FSMC will defer to the LEA's policy in providing meals. The FSMC will

bill the LEA for the meals served with the LEA payment from funds other than non-profit food service funds.

L. The LEA shall determine eligibility and verify applications for free and reduced price meal benefits and conduct any hearings related to such determinations. 7 CFR 245.6, 6a, 7, 10.

M. The LEA shall assure that the maximum amount of USDA donated foods are received and utilized by the FSMC. 7 CFR 210.9(b)(15).

N. The LEA shall ensure that only processors with National Processing Agreements (NPA) or State Participation Agreement (SPA) are used. 7 CFR 250.30(b)(c)(d).

O. The LEA shall retain title to donated foods. 7 CFR 210.16 (a) (6).

P. The LEA shall conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the LEA food service in the school or fiscal year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products. 7 CFR 250.54(c)

Q. The LEA shall ensure that the LEA employee serving as the Food Service Director has the required Professional Standards training in accordance with Healthy, Hungry-Free Kids Act of 2010. 7 CFR 210.30 and USDA memo SP 38-2016

R. The LEA shall ensure that the FSMC employees providing services for the LEA meal programs have completed the required Professional Standards training requirements in accordance with Healthy, Hungry-Free Kids Act of 2010. 7 CFR 210.30 and USDA memo SP 38-2016

ARTICLE III FOOD SERVICE PROGRAM

3.1 Location. The FSMC shall prepare and serve meals for the schools/sites listed in Appendix A. The LEA and the FSMC may agree to add other locations.

3.1a Programs. The FSMC shall prepare and serve meals for the LEA acting as a sponsor of **one or more** of the following USDA Child Nutrition Programs. The LEA must check only those that will be applicable to this contract.

- ☒ National School Lunch Program (NSLP)
- ☒ School Breakfast Program (SBP)
- ☒ After School Snack Program
- ☒ Fresh Fruit and Vegetable Program (FFVP)

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- ☒ 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
- Other Services:**
 - ☒ Catering
 - ☒ Contract Meals
 - ☒ A la carte Sales
 - ☒ Adult Meals
 - ☒ Vending/Concessions

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.

3.2 **Calendar.** All meals will be provided in accordance with the approved calendar, attached as Appendix B. 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 LEA. Changes in the menu may later be made with approval of the LEA. 7 CFR 210.16 (b) (1).

3.3 **Meal Program.** The FSMC shall provide nutritional, high-quality breakfasts, lunches, snacks, suppers, a la carte food, and vended meals in accordance with the following terms:

A. All reimbursable lunches, breakfasts, suppers 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.

B. Prices to be charged for meals, and snacks during the current contract year shall be established by the LEA (7CFR 210.16(a)(4)).

C. The LEA shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the LEA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals.

D. The FSMC shall collect gross sale receipts, on behalf of the LEA, for cash-paid meals, a la carte items, and vending items. Gross cash receipts shall be turned over daily to the LEA.

3.4 **Nutrition Awareness Programs.** In cooperation with the LEA, the FSMC shall conduct on-going nutrition awareness programs for students, teachers, parents, and other interested parties.

3.5 **Special Diets.** The FSMC shall supply special diets for students where medically necessary and when prescribed by licensed physician for disabled students, or medical

practitioner, for non-disabled students, in accordance with USDA and ODE regulations, and approved in writing by the LEA.

3.6 Food Committee and Advisory Board. The FSMC shall cooperate with the LEA's Food Service Advisory Committee, consisting of students, parents, and LEA staff in developing menus and other food service programs. (7 CFR 210.16(8))

3.7 Catering. Upon request by the LEA, the FSMC shall provide catered food service at times and prices mutually agreed upon. For all LEA sponsored and third party functions catered by the FSMC, the FSMC shall prepare and submit prenumbered invoices to appropriate administrators of the LEA and representatives of third party organizations, which shall pay the LEA directly. Such invoices will be submitted by the FSMC by the end of the current month. Any invoice payments received by the FSMC shall be immediately delivered to the LEA's Accounting Department. The LEA shall be responsible for collecting amounts due on food service accounts receivable invoices. The FSMC shall provide the LEA with copies of invoices and an invoice control log within ten (10) days after the end of each month. Costs of catered functions shall not be supported by the nonprofit food service account funds.

3.8 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."

3.9 Energy Policy and Conservation Act Compliance. The LEA 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.

3.10 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.

3.11 Debarment Certification. The FSMC shall complete and submit to LEA the Certification Regarding Debarment. The LEA shall submit the certification to the Oregon Department of Education – Child Nutrition Programs with the contract for review.

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

3.13 “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 that have been substantially produced and processed in the United States with nonprofit school food service account funds. Substantially means that 51% of the final processed product consists of agricultural commodities that were grown domestically. (7 CFR 210.21(d))

3.14 Local Purchases. The FSMC shall allow ten percent (10%) of food budget for local farm to school purchases. The LEA values the use of local vendors in our rural community where possible, to strengthen the local economy and community partnerships. LEA is also committed to our current garden program which provides educational programming including allowing students to grow foods that are used in their school meals. Produce used in school meals is provided ready to use. The FSMC shall credit the agreed upon market value of measurable items provided through the school garden program at a rate commensurate with current market prices of similar items as evidenced by vendor invoices.

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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.

4.2 Non-Management Employees. All non-management food service employees shall be employees of the FSMC. The FSMC managers shall direct and supervise the food service employees.

4.3 Student Workers. The LEA has a policy of providing work experience for its students as part of the educational curriculum. In furtherance of that policy, the LEA may assign students for work in the food service operation in such numbers as are agreed upon between the LEA and the FSMC. Such student workers shall not be employees of the FSMC and therefore not compensated by the FSMC.

4.4 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.

4.5 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 LEA.

4.6 Nondiscrimination. The contractor agrees to comply with (a) Title IV of the Civil Rights Act of 1964, (b) Section V of the Rehabilitation Act of 1973, (c) The Americans with Disabilities Act of 1990 and ORS.659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitations statutes, rules and regulations.

4.7 LEA does not agree to the suggested language titled "Agreement Not to Hire" set forth in FSMC's proposal Exceptions List, item #8.

Commented [KC6]: To clarify Exceptions List

4.8 Sexual Conduct and Abuse Provision. FSMC acknowledges LEA's obligations related to abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of FSMC's employees, LEA agrees to immediately remove that employee from providing services to LEA. FSMC will follow LEA's requests for removal of such employees following a report or allegation. FSMC will cooperate in any investigation being conducted by LEA, law enforcement, DHS, ODE and/or TSPC. FSMC has received information regarding abuse and sexual conduct and LEA will provide current information to FSMC on an annual basis. FSMC will provide information necessary for district to perform background checks on any employee who may have direct, unsupervised contact with students, in accordance with state law and district policy. All of FSMC's employees who may have direct, unsupervised contact with students, will complete the LEA's sexual conduct and child abuse training program prior to having direct, unsupervised contact with students.

Commented [KC7]: Required by our Insurance Co.

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 and operational supplies shall be delivered and charged to the FSMC for the performance of this agreement. The cost of food and operational supplies ordered by FSMC on behalf of the LEA in performance of this agreement shall be paid for by the FSMC. The inventory of food and operational supplies shall remain the FSMC'S property.

A. Any federally donated commodities received by the LEA and made available to the FSMC shall be used only for the benefit of the LEA's nonprofit food service operation and must be fully utilized, including all donated ground beef and ground pork and all end products received from processors. Bonus commodity items must be used to reduce the cost of meals, but not replace purchased products. The value of USDA foods is posted on Web-Based Supply Chain Management (WBSCM) system for direct delivery food products and the Summary End Product Data Schedules (SEPDS) set forth in the National Processing Agreement (NPA) or the State Processing Agreement (SPA) for processed end products. Notwithstanding the foregoing, if, upon termination of the Agreement, there remains USDA donated commodities that have not been used but have

been credited (other than ground pork, ground beef, or processed end products), then the LEA may, at its discretion and in accordance with USDA regulations, mutually agree with the current FSMC on other use or disposition of such commodities. This agreement could include the removal of such products by the current FSMC.

B. The FSMC may store and inventory donated foods and commercially purchased food together to the extent that the system ensures required use of donated foods.

C. FSMC representative must have authorization from LEA to have access to commodity ordering system and the name of authorized representative on file with the SA.

5.2 Smallwares. The FSMC shall replenish the necessary smallwares, including trays, dishes, glassware, flatware, serving utensils, and the like.

5.3 Office Facilities. The LEA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, 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 LEA in good condition upon termination of this agreement, ordinary wear and tear excepted.

5.4 Sanitation. The FSMC shall be responsible for usual and customary cleaning and sanitation of the LEA'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 LEA shall be responsible for the required cleaning and maintenance of dining areas and snack bar seating areas beyond the front edge of the serving lines, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The LEA shall also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, shall be responsible for the removal of refuse from refuse collection centers and shall be responsible for gas and electric costs.
- C. If the LEA is unable to perform any of its responsibilities described in subparagraph B above, the FSMC shall temporarily assume those responsibilities and shall bill the LEA 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).

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

5.5 Maintenance. The LEA shall provide, at the LEA's expense, maintenance personnel and outside maintenance services, parts, and supplies required to properly maintain the food service facilities and equipment. If the FSMC is required by an outside maintenance service to make payment at the time of service, the LEA shall reimburse the FSMC for such payments made.

5.6 Condition of Facilities and Equipment. The LEA 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 thereunder. 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 LEA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the LEA of such notification.

5.7 Transportation Equipment and Vehicle. The LEA shall provide transportation vehicles and equipment to be used in the food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the LEA.

5.8 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 LEA and the FSMC have mutually agreed upon the fixed price per meal as follows:

SBP

-Breakfast	\$4.40 per meal (2 breakfasts = 1 meal)
-Meal Equivalents	\$4.40 per meal based on \$4.86rate

NSLP

-Lunch	\$4.40 per meal (1 lunch = 1 meal)
-Snack	\$4.40 per meal (3 snacks = 1 meal)
-Meal Equivalents	\$4.40 per meal based on \$4.86 rate

SFSP

-Breakfast	\$4.40 per meal (2 breakfasts = 1 meal)
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- Lunch \$4.40 per meal (1 lunch = 1 meal)
- Snack \$4.40 per meal (3 snacks = 1 meal)

CACFP

- Breakfast \$4.40 per meal (2 breakfasts = 1 meal)
- Lunch \$4.40 per meal (1 lunch = 1 meal)
- Supper \$4.40 per meal (1 supper = 1 meal)
- Snack \$4.40 per meal (3 snacks = 1 meal)

VENDED MEALS

- Breakfast \$4.40 per meal (2 breakfasts = 1 meal)
- Lunch \$4.40 per meal (1 lunch = 1 meal)
- Supper \$4.40 per meal (1 supper = 1 meal)
- Snack \$4.40 per meal (3 snacks = 1 meal)

A. Meal Equivalent Defined:

1. For fixed price per meal purposes, each reimbursable lunch and supper shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered one-half (1/2) of a meal/meal equivalent, and one reimbursable snack shall be considered one-third (1/3) of a meal/meal equivalent.

2. For cash meal sale other than reimbursable meals, the number of meal equivalents shall be determined by dividing the total of all food sales except reimbursable meal and snack sales (including sales of adult meals, a la carte meals, snack bar, catering, conference, and any other function sales) by the sum of the current school year free meal reimbursement rate and the commodity value. (Example: The meal equivalency rate = \$4.43 plus \$0.43 equals \$4.86 and Lunch Equivalents = total Ala Carte dollars divided by \$4.86).

Commented [JJ8]: RFP reflected \$4.86

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

- Daily meal counts by benefit category by school for each program
- Daily menu production records by program
- Monthly summary of Value of Commodities used
- Monthly summary of Revenues from other sales

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

- Reports filed to the State
- Corporate income tax

D. Crediting Value of Commodities Received by the LEA – The FSMC must credit the LEA for the value of all donated food received, entitlement and bonus, for use in the LEA's meal service during the school year. This includes the value of donated food contained in processed end products. The FSMC shall list on the invoice the value of commodities received, for the period and deduct the amount of value from the total owed by LEA for the NSLP meals served. The value of commodities for

entitlement and bonus is the actual USDA purchase price as listed by ODE. For processed commodities it is the processing agreement value.

6.2 Invoice Due Date. Invoices submitted to the LEA by the FSMC will be paid according to the LEA's "Accounts Payable Cut-Off Schedule," attached as Appendix E. If invoices are received in the LEA's Accounting Department by the cut-off date, and they pass audit, payment will be made on the release date listed on the schedule. The FSMC will be notified immediately of any invoice that does not pass audit. The LEA shall pay all amounts when due. If the LEA does not make a payment when due, the FSMC may charge interest or a late fee on the past due receivable; however, the LEA may not pay the interest or late fee with funds from the nonprofit school food service account funds, pursuant to 7 CFR 210.16(c).

6.3 Operating Statements. The FSMC shall submit monthly operating statements to the LEA by the fifteenth (15th) of the next month. This statement shall reflect all activity for the calendar month.

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 LEA, 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 Consumer Price Index ("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 the previous year to March of the current year.

6.6 Financial Reconciliation. Within ninety (90) days of the end of the school 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.

6.7 Break-Even Guarantee: The LEA and the FSMC shall work together to ensure a financially sound and well-run operation. The FSMC shall guarantee that the food service program will achieve, at a minimum, financial break-even, defined, as "generated program revenues will be sufficient to cover the fixed price per meal for all meals served plus LEA direct and indirect costs as set forth in this Section." For the avoidance of doubt, the financial guarantee shall be calculated as follows: all program revenues including student cash sales, federal and state reimbursements from lunch, breakfast and snack meals, adult sales, special functions, and summer meal program revenues and the values of commodities received less (i) the Fixed Price for all meals served, and (ii) LEA labor and other program expenses as outlined in FSMC's Financial Pro Forma. If the program experiences operating losses, the FSMC shall be required to reimburse the LEA in an amount commensurate with the variance of those costs that are within the control of the FSMC.

Commented [KC9]: Directly from Exceptions List in Sodexo's Proposal

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, the School Breakfast Program, the Summer Food Service Program and the Child and Adult Care Food Program as applicable and shall procure and maintain all necessary licenses and permits. The LEA shall cooperate, as necessary, for the FSMC's compliance and procurement efforts.

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

- ◆ National School Lunch Program (NSLP)
- ◆ School Breakfast Program (SBP)
- ◆ After School Snack Program
- ◆ Fresh Fruit and Vegetable Program (FFVP)
- ◆ Summer Food Service Program (SFSP)
- ◆ Child and Adult Care Food Program (CACFP)

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 LEA, or do not otherwise meet the requirements of this agreement. No deduction in payment shall be made by the LEA unless the LEA notifies the FSMC in writing within 48 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. FSMC will be paid by the LEA for all meals provided to the LEA in accordance with this Agreement. Neither the Oregon Department of Education (ODE) nor USDA will assume any liability for payment of differences between the number of meals prepared by FSMC for the LEA and the number of meals served by the LEA that are not eligible for reimbursement.

C. The FSMC shall maintain such records, for a period of not less than five (5) years, as are needed by the LEA to support its claims for federal and state reimbursements. The FSMC shall submit to the LEA a monthly meal reimbursement claim report including all meals served under all programs operated by the LEA for the LEA to submit to the Oregon Department of Education.

D. 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 LEA, State Agency, the US Department of Agriculture, and the

Comptroller General or their duly authorized representatives to ensure compliance with program requirements, management, and use of donated foods.

E. The FSMC must maintain the following records relating to the use of the donated foods:

1) The donated food and processed end product received from or on the behalf of the LEA for use in meal service.

2) Documentation that it has credited the LEA of the value of all donated food received for use in the LEA's food service in the school year, including the value of donated foods contained in processed products.

3) Documentation of the FSMC's procurement of processed end products on behalf of the LEA.

7.3 Commercial Insurance. The FSMC shall obtain and keep in force during this agreement, for the protection of the LEA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of no less than two million dollars (\$2,000,000), and three million dollars (\$3,000,000) in the aggregate. That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, Sexual Abuse and Molestation, and Products Liability, covering only the operations and activities of the FSMC under this agreement, and shall deliver to the LEA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a provision whereby the insurer(s) shall provide notice of cancellation in accordance with the provisions of the policy. FSMC shall make reasonable efforts to provide LEA with thirty (30) days' prior written notice if the insurance afforded by FSMC's policy is canceled. The policies for \$2,000,000 single/\$3,000,000 aggregate coverage shall also name the LEA as an Additional Insured, but only with respect to operations of the FSMC under this Agreement and only to the extent that the LEA is indemnified under Section 7.9 below.

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Commented [KC12]: Limits required by our insurance co.

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 may grant to the LEA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, surveys and studies, management guidelines and procedures, operating manuals, and software (both owned by and licensed by the FSMC) and similar documents regularly used in the operation of the FSMC's business ("Trade Secrets"). The LEA shall not disclose any of the FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Agreement. The LEA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All Trade Secrets and other confidential information shall remain

the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of this agreement. The LEA 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.

Without limiting the foregoing and except for software provided by the LEA, the LEA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software by or licensed to the FSMC and not the LEA. Furthermore, the LEA's access or use of such software shall not create any right, title interest, or copyright in such software and the LEA shall not retain such software beyond the termination of the contract.

In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive the termination of this Agreement.

7.6 Assignment. This agreement may not be assigned by either party, in whole or in part without written consent of the other party, except that either party may without prior written approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly owned subsidiary or such party. Subcontracting of food service management operation is prohibited.

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

Notices to the LEA:

Lincoln County School District
Attn: Kim Cusick, Business Services Director
1212 NE Fogarty Street
Newport, OR 97365

Commented [KC13]: Updated with our info

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.

Sodexo America, LLC
Attention: David Newman
CEO, North America Schools

9801 Washingtonian Boulevard
Gaithersburg, Maryland 20878

Notices shall be effective when received. Sent notices will be considered received seventy-two (72) hours after they are deposited with a nationally recognized delivery service or in the US mail.

Any request issued by FSMC to change the FSMC U.S. mailing address for check payments or to change the FSMC bank account for U.S. electronic wire or ACH payments will only be communicated in writing by a FSMC Authorized Officer (Treasurer or Assistant Treasurer). If during the Term of this Agreement, LEA receives such a request, prior to taking any action LEA shall verify the validity of such request by contacting the FSMC Accounts Receivable Department directly via one of the methods below:

Email: AccountsReceivable.NorAm@Sodexo.com
Phone: 1-866-372-3160
Fax: 716-568-8408
Website: <https://us.sodexo.com/contact.html>

7.8 Attorney's Fees. If any action or proceeding is necessary to enforce the provisions of this agreement, including any claim or demand, or to interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may otherwise be entitled, whether or not such action or proceeding is prosecuted to judgment.

7.9 Indemnity. Except as otherwise expressly provided in this agreement, FSMC and LEA shall defend, indemnify and hold each other harmless from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, attorneys' fees and court costs, which may arise because of the sole negligence, willful misconduct, or breach of the indemnifying party, its agents or employees in the performance of its obligations or work under this Agreement.

LEA's obligation to indemnify FSMC is subject to all limitations of the Oregon Tort Claims Act and the Oregon Constitution.

In no event shall either party be liable for consequential, indirect or incidental damages (including punitive damages and lost profits), even if such party has been advised of the possibility of such damages in advance.

This Section 7.9 shall survive termination of this Agreement.

7.10 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,

Commented [KC14]: Please verify this is correct

Commented [JJ15R14]: Yes - this is correct

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Commented [KC17]: To protect against fraud, please verify contact info

Commented [KC18]: Directly from Exceptions List in Sodexo's Proposal and approved by our insurance company

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.

7.11 Cure Period. If either party, LEA 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 Section 7.12 below. This letter should be counter-signed by the receiving party and the letter should become an amendment to this agreement.

7.12 Termination.

A. Termination for Convenience: This contract may be terminated at any time by the either party. Either party may terminate this agreement without cause. Either the LEA or the FSMC shall give not less than sixty (60) days prior written notice 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, with an opportunity to remedy such cause as defined under Section 7.13. Following receipt of written notice the contract may be terminated in sixty (60) days.

C. At the point of termination the FSMC will surrender to the LEA 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 student start and withdrawal dates; and daily menu production records by program.

D. When a contract terminates and is not extended or renewed the FSMC must return all unused donated ground beef, donated ground pork, and processed end products to the LEA. The LEA will ensure that the FSMC has credited it for the value of all donated foods received for use in the LEA's meal service in a school year.

7.13 Remedy. If either party, LEA 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, and if circumstances do not permit the breach to be cured within ten (10) business days, a timeline as mutually agreed upon by the parties will be determined. Failure to cure or remedy shall be grounds for Termination for Cause.

Commented [KC19]: To allow for circumstances beyond control and provide room for negotiation.

7.14 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.

7.15 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 Section headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Sections 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.

7.16 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.

7.17 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 LEA in procuring similar services, and is liable for administrative, contractual, and legal remedies as applicable.

7.18 Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

Commented [KC20]: Per our insurance company

7.19 Electronic Signatures. The parties agree that this Agreement and subsequent Amendments may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the parties to the terms and conditions stated herein.

Commented [KC21]: Added for clarity.

7.20 Marketing. LEA grants FSMC approval to use FSMC's promotional, information or marketing activities or materials including the names, trademarks, logos and symbols of FSMC at LEA's facilities, on LEA's website, and at LEA sponsored events. All such items shall be reviewed and approved by LEA's Business Services Director or designee before such use or distribution.

Commented [KC22]: Added for clarity and to record our current practice.

7.21 Authority. Each individual executing this Agreement, on behalf of or as a representative of a party, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such party and that this Agreement is binding upon LEA and FSMC in accordance with its terms.



Commented [KC23]: Added for clarity.

SO AGREED:

Leslie M. Milinkovic		Vice President	
Print Name	Signature of FSMC Authorized Representative	Title	Date

Print Name	Signature of LEA Authorized Representative	Title	Date

Appendix A
Schools / Site Locations

For NSLP & SBP:

School Name	Physical Address	Telephone #	Contact Name	CNP Number
Crestview Heights Elementary	2750 Crestline Dr Waldport, OR 97394	541-563-3237	Mike Gass, Principal	10734
Waldport Jr/Sr High School	3000 Crestline Dr Waldport, OR 97394	541-563-3243	Amy Skirvin, Principal	10720
Yaquina View Elementary School	351 SE Harney St Newport, OR 97365	541-265-4637	Kristin Becker, Principal	15633
Sam Case Elementary School	459 NE 12th St Newport, OR 97365	541-265-8598	Marty Perez, Principal	10731
Newport Middle School	825 NE 7th St Newport, OR 97365	541-265-6601	Aaron Belloni, Principal	10722
Newport High School	322 NE Eads St Newport, OR 97365	541-265-9281	Reyna Mattson, Principal	10717
Oceanlake Elementary School	2420 NE 22nd St Lincoln City, OR 97367	541-994-5296	Mary Pitcher, Principal	10730
Taft Elementary School	4040 SE High School Dr Lincoln City, OR 97367	541-996-2136	Becca Bostwick, Principal	10733
Taft 7-12 High School	3780 SE Spyglass Ridge Dr Lincoln City, OR 97367	541-996-2115	Nick Lupo, Principal	10718
Lincoln City Career Tech High School	801 SE Hwy 101, Ste 404 Lincoln City, OR 97365	541-758-2649	Sean Larsen, Operations Manager	16724
Toledo Elementary School	600 SE Sturdevant Rd Toledo, OR 97391	541-336-5121	Liz Postelwait, Principal	10724
Toledo Jr/Sr High School	1800 NE Sturdevant Rd Toledo, OR 97391	541-336-5104	Brent Belveal, Principal	10719
Olalla LTCT Center	321 SE 3rd St Toledo, Or 97391	541-336-2254	Darren Villeneuve, Site Supervisor	14711
Siletz Valley Charter School	245 James Frank Avenue Siletz, OR 97380	541-444-1100	Casey Jackson, Principal	10732
Eddyville Charter School	1 Eddyville School Rd Eddyville, OR 97343	541-875-2942	Stacy Knudson, Principal	10728

For SFSP:

Name	Physical Address	Telephone #	Contact Name	CNP Number
Crestview Heights	See Above	See Above	See Above	See Above
Eddyville Charter School	See Above	See Above	See Above	See Above
Frank Wade Park	1465 NE Big Creek Rd Newport, OR 97365	541-265-4858	Jenni Remillard	14562
Newport High School	See Above	See Above	See Above	See Above

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Oceanspray Family Center	1039 NW Nye St Newport, OR 97365	541-265-5326	Eva Gonzalez	13340
Oceanlake Elementary	See Above	See Above	See Above	See Above
Newport Parks & Recreation	225 SE Avery St Newport, OR 97365	541-265-4858	Jenni Remillard	13342
Toledo Public Library	173 NW 7 th St Toledo, OR 97365	541-336-2156	Rebecca Smith	15087
Olalla LTCT Center	See Above	See Above	See Above	See Above
Sam Case Elementary	See Above	See Above	See Above	See Above
Siletz Valley Charter School	See Above	See Above	See Above	See Above
Taft 7-12 High School	See Above	See Above	See Above	See Above
Toledo Elementary	See Above	See Above	See Above	See Above
Toledo Jr/Sr High School	See Above	See Above	See Above	See Above

For Vended Programs:

Name	Physical Address	Telephone #	Contact Name	CNP Number
Confederated Tribes of Siletz Indians Head Start	245 James Frank Avenue Siletz, OR 97380	541-444-2450	DeAnn Brown	21032002
Community Services Consortium Head Start Lincoln City	2130 SE Lee Ave Lincoln City, OR 97367	541-996-3028	Andrea Lengel	2103001
Community Services Consortium Head Start Toledo	845 NW A Street Toledo, OR 97391	541-996-3028	Andrea Lengel	2103001
Community Services Consortium Head Start Newport	253 NE 1 st St Newport, OR 97365	541-996-3028	Andrea Lengel	2103001

Appendix B
Calendar

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Appendix C Menus

All Vendors are to use the following 21-Day Cycle Menus for High School Lunch and Breakfast in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2023-2024 school year.

Day 1	Day 2	Day 3	Day 4	Day 5
BREAKFAST: Sausage & Egg Breakfast Sandwich Burrito w/Salsa & Sour Cream Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Chocolate Chip Breakfast Round Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Spicy Chicken & Rice Burrito Bowl Ham & Cheese Sub Sandwich Chef Salad & WW Roll Pepperoni & Cheese Pizza Veggie Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Cherry Frudel Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit Smoothie w/Lil'Graham Squares Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH BBQ Pulled Pork Sandwich w/Potato Wedges American Sub Sandwich Crispy Chicken Salad & WG Roll Pepperoni & Cheese Pizza Meat Lovers Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Egg & Cheese Breakfast Sandwich Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Warm Fruit Muffin Top Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Chicken Nuggets w/Oven Baked Fries & WG Roll Jalapeno Lime Chicken Wrap SW Taco Salad w/Chips Pepperoni & Cheese Pizza Cheesy Breadstick w/Marinara (v) Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Pancakes w/Sausage Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit & Yogurt Parfait Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Taco Meat & Cheese Nachos Spicy Italian Sub Sandwich Buffalo Chicken Salad & WG Roll Pepperoni & Cheese Pizza Chicken Bruschetta Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Fresh Baked Cinnamon Roll w/Icing Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Egg & Cheese Muffin Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Turkey Gravy over Mashed Potatoes w/WG Roll Tuna Sandwich Hummus Veggie Box Pepperoni & Cheese Pizza Hawaiian Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk
Day 6	Day 7	Day 8	Day 9	Day 10
BREAKFAST: Egg & Cheese Quesadilla Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Chocolate Chip Breakfast Round Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk	BREAKFAST: Pancake Bites w/Cinnamon & Sugar Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit Smoothie w/Lil'Graham Squares Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk	BREAKFAST: Sausage & Cheese Breakfast Sandwich Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Warm Fruit Muffin Top Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk	BREAKFAST: Apple Frudel (v) Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit & Yogurt Parfait Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk	BREAKFAST: Scratch Made French Toast Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Egg & Cheese Muffin Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk

LUNCH BBQ Meatball Sub w/Chips Ham & Cheese Sub Chef Salad & WW Roll Pepperoni & Cheese Pizza Veggie Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	LUNCH Mini Raviolis w/WG Roll (v) American Sub Sandwich Crispy Chicken Salad & WG Roll Pepperoni & Cheese Pizza Meat Lovers Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	LUNCH Orange Chicken & Rice Bowl Jalapeno Lime Chicken Wrap SW Taco Salad w/Chips Pepperoni & Cheese Pizza Cheesy Breadstick w/Marinara (v) Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	LUNCH Home Style Macaroni & Cheese (v) Spicy Italian Sub Sandwich Buffalo Chicken Salad & WG Roll Pepperoni & Cheese Pizza Chicken Bruschetta Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	LUNCH Oven Baked Comdog w/Oven Baked Tots Tuna Sandwich Hummus Veggie Box Pepperoni & Cheese Pizza Hawaiian Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk
Day 11	Day 12	Day 13	Day 14	Day 15
BREAKFAST: Waffles w/Fruit Compote Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Chocolate Chip Breakfast Round Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Baja Fish Tacos w/Pico De Gallo & Mexican Slaw Ham & Cheese Sub Chef Salad & WG Roll Pepperoni & Cheese Pizza Veggie Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Turkey Sausage Breakfast Pizza Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit Smoothie w/Lil'Graham Squares Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Grilled Cheese Sandwich w/Tomato Soup (v) American Sub Sandwich Crispy Chicken Salad & WG Roll Pepperoni & Cheese Pizza Meat Lovers Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Breakfast Bowl w/WWToast Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Warm Fruit Muffin Top Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Garden Noodle Bowl Jalapeno Lime Chicken Wrap SW Taco Salad w/Chips Pepperoni & Cheese Pizza Cheesy Breadstick w/Marinara (v) Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Brld Your Own Oatmeal Bowl Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit & Yogurt Parfait Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Baked Penne Pasta w/WG Roll Spicy Italian Sub Sandwich Buffalo Chicken Salad & WG Roll Pepperoni & Cheese Pizza Chicken Bruschetta Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: WG Cinnamon Roll w/Icing Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Egg & Cheese Muffin Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Scratch Made Sloppy Joes w/Seasoned Curly Fries Tuna Sandwich Hummus Veggie Box Pepperoni & Cheese Pizza Hawaiian Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk

Day 16 BREAKFAST: Build Your Own Yogurt Bowl Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Chocolate Chip Breakfast Round Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Bean & Cheese Burrito w/Salsa & Sour Cream Ham & Cheese Sub Chef Salad & WW Roll Pepperoni & Cheese Pizza Veggie Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	Day 17 BREAKFAST: Mini Maple Waffles Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit Smoothie w/Li'l Graham Squares Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Chicken Burrito Bowl American Sub Sandwich Crispy Chicken Salad & WW Roll Pepperoni & Cheese Pizza Meat Lovers Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	Day 18 BREAKFAST: Bagel w/Cream Cheese Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Warm Fruit Muffin Top Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Pork Posole with Tortilla Chips Jalapeno Lime Chicken Wrap SW Taco Salad w/Chips Pepperoni & Cheese Pizza Cheesy Breadstick w/Marinara (v) Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	Day 19 BREAKFAST: Ham & Cheese Breakfast Sandwich Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit & Yogurt Parfait Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Turkey Gravy over Mashed Potatoes w/WW Roll Spicy Italian Sub Sandwich Buffalo Chicken Salad & WW Roll Pepperoni & Cheese Pizza Chicken Bruschetta Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	Day 20 BREAKFAST: Berry Muffin Tops Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Egg & Cheese Muffin Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Fish & Chips w/WW Roll Tuna Sandwich Hummus Veggie Box Pepperoni & Cheese Pizza Hawaiian Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Variety of Low Fat or Fat Free Milk
Day 21 BREAKFAST: Waffle w/Sausage Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Chocolate Chip Breakfast Round Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Taco Burger w/Potato Wedges Ham & Cheese Sub Chef Salad & WG Roll Pepperoni & Cheese Pizza Veggie Pizza	A variety of fresh fruit and vegetables are provided daily on our offering bars at lunch. All sandwiches and burger menu items are served on whole grain rich (WGR) bread or bun. All salads are served with a whole wheat (WW) roll or corn tortilla chips. Pizzas are made on a WGR Crust.			

<p>Day 21 Continued</p> <p>Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots</p> <p>Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens</p> <p>Variety of Low Fat or Fat Free Milk</p>	
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All Vendors are to use the following 21-Day Cycle Menus for CACFP Supper in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2023-2024 school year.

Day 1	Day 2	Day 3	Day 4	Day 5
Supper: Popcorn Chicken (12 each) 2M/MA 1GE WW Dinner Roll (1 each) 1GE Broccoli (3/4 cup) Applesauce (1/2 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Hot Dog on WG Bun 2 M/MA 2GE Celery Sticks (3/4cup) Apple (1 each)=1/2cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Cheeseburger (1 WG Bun 1 Burger patty 1 slice cheese) 2M/MA 2GE Pears (1/2 cup) Broccoli (3/4 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Bean & Cheese Burrito (1 each) 2 M/MA Cucumber (3/4 cup) Orange (1 each)=1/2 cup 1% White Milk or Non-Fat Skim White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Chicken Patty Burger on WG Bun (1 each) 2M/MA 2GE Cucumber (3/4 cup) Peaches (1/2cup) 1% White Milk or Non-Fat Skim White Milk or Non-Fat Skim White Milk (8 fl oz.)
Day 6	Day 7	Day 8	Day 9	Day 10
Supper: Bean & Cheese Burrito (1 each) 2M/MA 2GE Cucumber (3/4 cup) Orange (1 each)=1/2cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Popcorn Chicken (12 each) 2M/MA 1GE WW Dinner Roll (1 each) 1GE Broccoli (3/4 cup) Applesauce (1/2 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Bean & Cheese Burrito (1 each) 2 M/MA Cucumber (3/4 cup) Orange (1 each)=1/2 cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Chicken Nuggets (5 each) 2M/MA 1 GE WW Dinner Roll (1 each) 1GE Peaches (1/2cup) Carrots (3/4 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Cheeseburger (1 WG Bun 1 Burger patty 1 slice cheese) 2M/MA 2GE Apple (1 each)=1/2cup Broccoli (3/4 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)
Day 11	Day 12	Day 13	Day 14	Day 15
Supper: Chicken Nuggets (5 each) 2M/MA 1 GE WW Dinner Roll (1 each) 1GE Broccoli (3/4 cup) Pears (1/2 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Whole Grain Corn Dog (1 each) 2M/MA 2GE Celery Sticks (3/4 cup) Orange (1 each)=1/2cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Cheeseburger (1 WW Bun 1 Burger patty 1 slice cheese) 2M/MA 2GE Peaches (1/2cup) Broccoli (3/4 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Chicken Patty Burger (1 each) 2M/MA 2GE Salad (1 cup)=1/2cup Apple (1 each)=1/2 cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Hot Dog on WG Bun 2 M/MA 2GE Celery Sticks (3/4cup) Pears (1/2 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)
Day 16	Day 17	Day 18	Day 19	Day 20
Supper: Hot Dog on WG Bun 2 M/MA 2GE Celery Sticks (3/4cup) Apple (1 each)=1/2cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Popcorn Chicken (12 each) 2M/MA 1GE WW Dinner Roll (1 each) 1GE Broccoli (3/4 cup) Applesauce (1/2 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Bean & Cheese Burrito (1 each) 2M/MA 2GE Cucumber (3/4 cup) Orange (1 each)=1/2cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Chicken Nuggets (5 each) 2M/MA 1GE WW Dinner Roll (1 each) 1GE Apple (1 each)=1/2cup Carrots (3/4 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Supper: Cheeseburger (1 WG Bun 1 Burger patty 1 slice cheese) 2M/MA 2GE Pears (1/2 cup) Broccoli (3/4 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)
Day 21				
Supper: Chicken Patty Burger (1 each) 2M/MA 2GE Salad (1 cup)=1/2cup Apple (1 each)=1/2 cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)				

All Vendors are to use the following 21-Day Cycle Menus for SFSP Breakfast, Lunch and Snack in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2023-2024 school year.

Day 1	Day 2	Day 3	Day 4	Day 5
Breakfast: Assorted Cereal w/WG Toast Fresh Fruit 1% Unflavored Milk Lunch: Cheeseburger on WG Bun Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Baby Carrots 1% Unflavored Milk	Breakfast: Yogurt w/Graham Crackers Fresh Fruit 1% Unflavored Milk Lunch: Italian Sub Sand Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Crunchy Apple String Cheese	Breakfast: Oatmeal Choc Chip Uber Round Fresh Fruit 1% Unflavored Milk Lunch: SW Taco Salad Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Celery Sticks 1% Unflavored Milk	Breakfast: French Toast Sticks (SR1910) Fresh Fruit 1% Unflavored Milk Lunch: BBQ Chicken Sandwich Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Fresh Orange 1% Unflavored Milk	Breakfast: Hot Oatmeal (NWR1358) w/WG Toast Fresh Fruit 1% Unflavored Milk Lunch: Grilled Cheese Sand wich Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Lil' Graham Squares 1% Unflavored Milk
Day 6	Day 7	Day 8	Day 9	Day 10
Breakfast: Assorted Cereal w/WG Toast Fresh Fruit 1% Unflavored Milk Lunch: Chicken Burger on Bun Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Baby Carrots 1% Unflavored Milk	Breakfast: Ham & Cheese Breakfast Sandwich Fresh Fruit 1% Unflavored Milk Lunch: Cheesy Breadsticks w/Marinara Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Crunchy Apple String Cheese	Breakfast: Oatmeal Choc Chip Uber Round Fresh Fruit 1% Unflavored Milk Lunch: BBQ Pulled Pork Sandwich Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Celery Sticks 1% Unflavored Milk	Breakfast: Breakfast on a Stick Fresh Fruit 1% Unflavored Milk Lunch: Chicken Nuggets & WW Roll Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Fresh Orange 1% Unflavored Milk	Breakfast: Warm Bagel & Cream Cheese Fresh Fruit 1% Unflavored Milk Lunch: Ham & Cheese Sandwich Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Lil' Graham Squares 1% Unflavored Milk
Day 11	Day 12	Day 13	Day 14	Day 15
Breakfast: Assorted Cereal w/WG Toast Fresh Fruit 1% Unflavored Milk Lunch: Italian Sub Sand Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Baby Carrots 1% Unflavored Milk	Breakfast: Yogurt w/Graham Crackers Fresh Fruit 1% Unflavored Milk Lunch: Cheeseburger on WW Bun Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Crunchy Apple String Cheese	Breakfast: Oatmeal Choc Chip Uber Round Fresh Fruit 1% Unflavored Milk Lunch: Hot Dog on WW Bun Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Celery Sticks 1% Unflavored Milk	Breakfast: French Toast Sticks Fresh Fruit 1% Unflavored Milk Lunch: American Sub Sandwich Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Fresh Orange 1% Unflavored Milk	Breakfast: Assorted Cold Cereal w/WG Toast Fresh Fruit 1% Unflavored Milk Lunch: Chicken Burger Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Lil' Graham Squares 1% Unflavored Milk

Day 16 Breakfast: Assorted Cereal w/WG Toast Fresh Fruit 1% Unflavored Milk Lunch: Chicken Nuggets w/WW Roll Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Baby Carrots 1% Unflavored Milk	Day 17 Breakfast: Yogurt w/Graham Crackers Fresh Fruit 1% Unflavored Milk Lunch: Italian Sub Sand Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Crunchy Apple String Cheese	Day 18 Breakfast: Oatmeal Choc Chip Uber Round Fruit 1% Unflavored Milk Lunch: Hot Dog on WG Bun Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Celery Sticks 1% Unflavored Milk	Day 19 Breakfast: French Toast Sticks Fresh Fruit 1% Unflavored Milk Lunch: Cheesy Breadsticks w/Marinara Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Fresh Orange 1% Unflavored Milk	Day 20 Breakfast: Warm Bagel w/Cream Cheese Fresh Fruit 1% Unflavored Milk Lunch: BBQ Pulled Pork Sandwich Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Lil' Graham Squares 1% Unflavored Milk
Day 21				
Breakfast: Assorted Cereal w/WG Toast Fresh Fruit 1% Unflavored Milk Lunch: BBQ Chicken on WG Bun Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Baby Carrots 1% Unflavored Milk	All sandwiches and burger menu items are served on whole grain rich (WGR) bread or bun.			

Appendix D Annual Expectations Meeting

Definition:

Annual Expectations Meeting is a meeting that is always held during the first half of each school year.

Objectives:

To review progress to date on the goals and priorities set in previous meetings. To establish priorities to close the school year and expectations for the upcoming school year.

Participants:

LEA: LEA liaison(s), and Business Services Director. Board President, Superintendent and other Administrative staff should attend on an “as needed basis”.

FSMC: District Manager responsible for the contract, the General Manager and the Assistant Manager, if applicable. Vice Presidents and other company executives should attend on an “as needed basis”.

Appendix E

Accounts Payable Cut-Off Schedule

Commented [JJ25]: Need schedule to include

All fully approved and complete invoices with appropriate backup received in the Accounts Payable office by Monday at 5:00 will be paid on Friday of each week, unless it is a holiday week, then it will be paid the following Friday.