



SCHOOL BOARD MEETING REPORT

Board Meeting Date: June 16, 2015

Agenda # _____

Staff/Administrator: Debbie Breckner

Superintendent: David Holmes

Type of Item: Informational Action

Please state your proposal briefly and clearly. What do you want the board to know, discuss, or decide?

I respectfully request that the Board of Directors approve the attached contract approving Sodexo as the Food Service Vendor for the upcoming contract period pending approval by ODE beginning July 1, 2015. This contract would be renewable annually for up to four (4) additional years.

Provide history/background information on your proposal.

As you know, the Food Services program lost approximately \$237,000 last year. I have provided monthly updates to the board indicating causes and solutions to some of the issues that contributed to that loss. The District underwent a full RFP process for Food Services this spring, and received two proposals. I facilitated a committee consisting of a board member, Lisa Cross, and three building principals representing a variety of schools, size and variety of food service programs and locations evaluated all of the proposals. I did not vote. After evaluating the proposals, the committee did not believe the other proposal offered a compelling reason to change management direction, and in fact, forecasted a financial loss for the District. Sodexo's proposal forecasts a small gain for the District. The committee had questions about things that they would like to see improved: reduction of waste, greater recycling, defining what "local" is, responses to a reduction in GMO's, HFC's, etc. In response, Sodexo has proposed sitting down with the committee and responding to those questions and concerns personally and putting a plan together to address as many of those things as possible. We are working on finding a date for the parties to get together to do that. Sodexo is highly committed to partnering with the District so that what happened last year does not happen again.

List the advantages of your proposal:

Food services continue seamlessly with the changes that have been made this year. The District continues making progress on addressing the causes of the issues last year with Sodexo management, primarily the need to increase revenue. Food service staff know what to expect when they return in the fall, reducing the stress and anxiety of having a new set of expectations and processes to learn.

List possible disadvantages of your proposal:

None at this time.

List possible alternatives that could also offer a solution to your proposal. Why were they not recommended?

The other proposed vendor would have resulted in a loss of revenue to the District. The other alternative was for the District to assume the food service management responsibilities itself. This would have required the District to find and provide someone who has the knowledge in nutritional analysis, regulatory knowledge for compliance with ODE and USDA requirements & provisions for free, reduced price, and no charge meals, compliance in the recordkeeping for donated and commodity foods, as well as the processing of discounts, rebates and credits as a nonprofit food center department. While this may have been possible, the biggest reason this was not chosen as an option, is the District would lose the large food purchasing discounts that an outside management company like Sodexo enjoys, resulting in an increased cost to the program of approximately \$150,000 to \$200,000.

Superintendent's recommendation(s):

Approve: Yes No

OREGON DEPARTMENT OF EDUCATION

CHILD NUTRITION PROGRAMS

LEA - FSMC Contract

THREE RIVERS SCHOOL DISTRICT

&

Sodexo America, LLC

(Fixed Price)

ARTICLE I INTRODUCTION

1.1 Date of and Parties to the Agreement. This agreement, dated July 1, 2015 is between Three Rivers School District, hereafter called the Local Education Agency (LEA), and Sodexo America, LLC, hereafter 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, 2015, and continues until June 30, 2016. 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.

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 7 CFR Parts 210, 215, 220, 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.

G. 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.

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

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

J. The FSMC agrees to comply with the SFA's free and reduce 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 following the LEA's established policy regarding marketing/advertising within school district buildings.

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).

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 3015.

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 as appendix A. 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, staff, 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 establish commodity processing agreements. 7 CFR 250.51(a).

O. The LEA 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 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:

- ◆ National School Lunch Program (NSLP)
- ◆ School Breakfast Program (SBP)
- ◆ Special Milk Program (SMP)
- ◆ After School Snack Program
- ◆ Fresh Fruit and Vegetable Program (FFVP)
- ◆ Summer Food Service Program (SFSP)
- ◆ Child and Adult Care Food Program (CACFP) Please note a new ruling FSMCs can administer this program
At Risk Snacks/Suppers, and Child Care Programs

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, milk service, a la carte food, and vending 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.

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 with non profit school food service account funds.

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 LEA. 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.

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 U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint form, found online at http://www.ascr.usda.gov/compliant_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form, or letter to by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, SW., Washington, D.C. 20250-9410, by fax (202) 845-7442 or by email at program.intake@usda.gov.

Individual who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

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 commodities is the average USDA purchase price as listed by ODE. 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. Any commodity processing contracts shall be established by the LEA.

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

D. 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 Small wares. The FSMC shall furnish 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, and

shall be responsible for the removal of refuse from refuse collection centers.

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 \$1.69 per meal (3 breakfasts = 1 meal)
- Meal Equivalents \$1.69 per meal based on \$3.3125 rate

NSLP

- Lunch \$1.69 per meal (1 lunch = 1 meal)
- Snack \$1.69 per snack (4 snacks = 1 meal)
- Meal Equivalents \$1.69 per meal based on \$3.3125 rate

SFSP

- Breakfast \$1.69 per meal (3 breakfasts = 1 meal)
- Lunch \$1.69 per meal (1 lunch = 1 meal)
- Snack \$1.69 per snack (4 snacks = 1 meal)

CACFP

- Breakfast \$1.69 per meal (3 breakfasts = 1 meal)
- Lunch \$1.69 per meal (1 lunch = 1 meal)
- Supper \$1.69 per meal (1 Supper = 1 meal)
- Snack \$1.69 per snack (4 snacks = 1 meal)

VENDED MEALS

- Breakfast \$1.69 per meal (3 breakfasts = 1 meal)
- Lunch \$1.69 per meal (1 lunch = 1 meal)
- Supper \$1.69 per meal (1 Supper = 1 meal)
- Snack \$1.69 per snack (4 snacks = 1 meal)

A. Meal Equivalent Defined:

1. For fixed price per meal purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered one-third (1/3) of a meal/meal equivalent, and one reimbursable snack shall be considered one-fourth (1/4) 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 = \$3.06 plus \$0.2525 equals \$3.3125 and Lunch Equivalents = total Ala Carte dollars divided by \$ 3.3125).

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 average 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." 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

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 2015 to March of 2016.

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. Total LEA paid costs provided in the RFP were \$1,044,052 (One Million Forty Four Thousand Fifty Two Dollars)

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 Special Milk 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)
- ◆ Special Milk Program (SMP)
- ◆ 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. 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.

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 LEA, 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.

D. 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 Comprehensive 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 one million dollars (\$1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations 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 covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the LEA. The policies for \$1,000,000 coverage shall also name the LEA as an Additional Insured, but only with respect to operations of the FSMC under this agreement.

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 LEA, and the LEA 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 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.

7.6 Assignment. This agreement may not be assigned by either party, in whole or in part, without the written consent of the other party.

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 LEA:

Three Rivers School District
8550 New Hope Road
Attn: Debbie Breckner, Director of Human Resources/Food Services
Grants Pass, OR 97526

Notices to the FSMC:

Sodexo America, LLC
Sodexo School Services
Attn: Ted Monk, Senior Vice President
10220 SW Greenburg Rd #250
Portland OR 97223

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 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 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, SFA 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 7.11 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 LEA 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 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.

7.12 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. Failure to cure or remedy shall be grounds for Termination for Cause.

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.

Appendix A

THREE RIVERS SCHOOL DISTRICT “21-DAY CYCLE MENUS” ELEMENTARY LUNCH AND BREAKFAST

All Proposers are to use the following 21-Day Cycle Menus for Elementary Lunch and Breakfast in their response to this RFP. Proposer shall adhere to this menu for the first 21 days of service during the 2015-2016 school year.

Day 1	Day 2	Day 3	Day 4	Day 5
Hot Ham & Cheese Melt with Oven Baked Fries Baked Cheese Pizza on Whole Wheat Crust Chef Salad with Wheat Roll Turkey & Cheese Sandwich on Wheat Breakfast: Whole Grain Waffles	Cheesy Nachos on Corn Tortilla Chips Chicken Patty Sandwich on Whole Wheat Ham & Cheese Sandwich on Wheat Breakfast: Breakfast Sausage Pizza	Western BBQ Bacon Burger Baked Pepperoni Pizza on Whole Wheat Crust Southwest Taco Salad Tuna Salad Sandwich on Whole Wheat Breakfast: Sausage & Cheese Pancake Sandwich	Country Style Chicken over Mashed Potatoes & Gravy Cheeseburger on Whole Wheat American Club Sandwich on Wheat Breakfast: Cheesy Scrambled Eggs w/Toast	Baked Chicken & Waffles Bean & Cheese Enchilada Crispy Chicken Salad with Wheat Roll Turkey Cracker Stacker Breakfast: Fruit & Granola Yogurt Parfaits
Day 6	Day 7	Day 8	Day 9	Day 10
Grilled Cheese Sandwich with Oven Baked Fries Whole Grain Corndog Chef Salad with Wheat Roll Turkey & Cheese Sandwich on Wheat Breakfast: Whole Wheat French Toast Sticks	Whole Grain Spaghetti with Meat Sauce Chicken Patty Sandwich on Whole Wheat Ham & Cheese Sandwich on Wheat Breakfast: Cheesy Egg Omelet with Toast	Sloppy Joe's on Whole Wheat with Baked Tater Tots Southwest Taco Salad Tuna Salad Sandwich on Whole Wheat Breakfast: Iced Mini Cinnamon Roll	Orange Chicken Stir-Fry over Brown Rice Cheeseburger on Whole Wheat American Club Sandwich on Wheat Breakfast: Sausage & Cheese English Muffin	Pizza Dippers w/ Spaghetti Sauce Chicken Nuggets w/ Baked tater Tots Crispy Chicken Salad with Wheat Roll Turkey & Cheese Sandwich on Wheat Breakfast: Pancake & Sausage on a Stick
Day 11	Day 12	Day 13	Day 14	Day 15
Chicken Parmesan Sandwich with Baked French Fries Baked Cheese Pizza on Whole Wheat Crust Chef Salad with Wheat Roll Turkey & Cheese Sandwich on Wheat Breakfast: Whole Grain Waffles	Taco Tuesday on Whole Wheat Tortillas Chicken Patty Sandwich on Whole Wheat Ham & Cheese Sandwich on Wheat Breakfast: Breakfast Sausage Pizza	Baked Lasagna with Whole Wheat Roll Baked Pepperoni Pizza on Whole Wheat Crust Southwest Taco Salad Tuna Salad Sandwich on Whole Wheat Breakfast: Sausage & Cheese Pancake Sandwich	Country Style Chicken over Mashed Potatoes & Gravy Cheeseburger on Whole Wheat American Club Sandwich on Wheat Breakfast: Cheesy Scrambled Eggs w/Toast	Cheesy Nachos on Tortilla Chips Bean & Cheese Burrito Crispy Chicken Salad with Wheat Roll Turkey Cracker Stacker Breakfast: Fruit & Granola Yogurt Parfaits
Day 16	Day 17	Day 18	Day 19	Day 20
Pizza Dippers with Spaghetti Sauce Whole Grain Corndog Chef Salad with Wheat Roll Turkey & Cheese Sandwich on Wheat Breakfast: Whole Wheat French Toast Sticks	Beefy Gravy & Mashed Potatoes with Wheat Roll Chicken Patty Sandwich on Whole Wheat Ham & Cheese Sandwich on Wheat Breakfast: Cheesy Egg Omelet with Toast	Texas Chili Mac Baked Pepperoni Pizza on Whole Wheat Crust Southwest Taco Salad Tuna Salad Sandwich on Whole Wheat Breakfast: Iced Mini Cinnamon Roll	Creamy Chicken Alfredo w/ Wheat Roll Cheeseburger on Whole Wheat American Club Sandwich on Wheat Breakfast: Sausage & Cheese English Muffin	Hot Dog on Whole Wheat Bun Chicken Nuggets with Baked Tater Tots Crispy Chicken Salad with Wheat Roll Turkey & Cheese Sandwich on Wheat Breakfast: Pancake & Sausage on a Stick

<p style="text-align: center;">Day 21</p>	<p>A variety of fresh fruits and vegetables are provided daily on our garden bar. Breads & Pastas are Whole Grain or Multi-Grain. A variety of condiments are offered daily. A variety of low Fat Milk is Offered with every meal.</p> <p>Breakfast includes choice of above entrée or cereal daily. Also included are choices of fresh and canned fruit.</p>
<p>Hot Ham & Cheese Melt with Oven Baked Fries Baked Cheese Pizza on Whole Wheat Crust Chef Salad with Wheat Roll Turkey & Cheese Sandwich on Wheat</p> <p>Breakfast: Whole Grain Waffles</p>	

Appendix A
THREE RIVERS SCHOOL DISTRICT
“21-DAY CYCLE MENUS” MIDDLE SCHOOL LUNCH AND BREAKFAST

All Proposers are to use the following 21-Day Cycle Menus for Middle School Lunch and Breakfast in their response to this RFP. Proposer shall adhere to this menu for the first 21 days of service during the 2015-2016 school year.

Day 1	Day 2	Day 3	Day 4	Day 5
Sub Station with Turkey, Ham or Veggie Chef Salad with Wheat Roll Chop Sticks Stir-Fry with Teriyaki Chicken & Veggies over Brown Rice Cheeseburger Chicken Burger Spicy Chicken Burger Corn Dog Cheese Pizza Pepperoni Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Pancakes & Sausage Blueberry Muffin	Sub Station with Turkey, Ham, Tuna or Veggie Chef Salad or Chicken Caesar Salad with Wheat Roll Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Cheese Pizza Pepperoni Pizza Vegetable Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Scrambled Eggs, Hashbrowns & toast	Sub Station with Turkey, Ham or Veggie Chef Salad or Asian Chicken Salad with Wheat Roll Pasta Primo with Whole Wheat Spaghetti with choice of Meat Sauce or Chicken Alfredo Cheeseburger Chicken Burger Spicy Chicken Burger Bacon Cheeseburger Cheese Pizza Pepperoni Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Ham & Cheese Breakfast Muffin	Sub Station with Turkey, Ham, Tuna or Veggie Chef Salad or Chicken Caesar Salad with Wheat Roll Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Cheeseburger Chicken Burger Spicy Chicken Burger Popcorn Chicken Cheese Pizza Pepperoni Pizza Supreme Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Dippers	Sub Station with Turkey, Ham or Veggie Chef Salad with Wheat Roll Fiesta Mexi Favorite, Bean & Cheese Enchilada with Refried Beans & Spanish Rice Cheeseburger Chicken Burger Spicy Chicken Burger Wiener Wraps Cheese Pizza Pepperoni Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola French Toast Sticks
Day 6	Day 7	Day 8	Day 9	Day 10
Sub Station with Turkey, Ham or Veggie Chef Salad with Wheat Roll Chop Sticks Stir-Fry with Teriyaki Chicken & Veggies over Brown Rice Cheeseburger Chicken Burger Spicy Chicken Burger Corn Dog Cheese Pizza Pepperoni Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Waffles Blueberry Muffin	Sub Station with Turkey, Ham, Tuna or Veggie Chef Salad or Chicken Caesar Salad with Wheat Roll Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Cheese Pizza Pepperoni Pizza Vegetable Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Scrambled Eggs, Sausage & Toast	Sub Station with Turkey, Ham or Veggie Chef Salad or Asian Chicken Salad with Wheat Roll Pasta Primo with Whole Wheat Spaghetti with choice of Meat Sauce or Chicken Alfredo Cheeseburger Chicken Burger Spicy Chicken Burger Bacon Cheeseburger Cheese Pizza Pepperoni Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Whole Grain Cinnamon Roll	Sub Station with Turkey, Ham, Tuna or Veggie Chef Salad or Chicken Caesar Salad with Wheat Roll Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Cheeseburger Chicken Burger Spicy Chicken Burger Popcorn Chicken Cheese Pizza Pepperoni Pizza Supreme Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Sausage Breakfast Pizza	Sub Station with Turkey, Ham or Veggie Chef Salad with Wheat Roll Fiesta Mexi Favorite, Bean & Cheese Enchilada with Refried Beans & Spanish Rice Cheeseburger Chicken Burger Spicy Chicken Burger Wiener Wraps Cheese Pizza Pepperoni Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Egg & Cheese Breakfast Muffin

Day 11	Day 12	Day 13	Day 14	Day 15
<p>Sub Station with Turkey, Ham or Veggie</p> <p>Chef Salad with Wheat Roll</p> <p>Chop Sticks Stir-Fry with Teriyaki Chicken & Veggies over Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Corn Dog Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Pancakes & Sausage Blueberry Muffin</p>	<p>Sub Station with Turkey, Ham, Tuna or Veggie</p> <p>Chef Salad or Chicken Caesar Salad with Wheat Roll</p> <p>Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Cheese Pizza Pepperoni Pizza Vegetable Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Scrambled Eggs, Hashbrowns & Toast</p>	<p>Sub Station with Turkey, Ham or Veggie</p> <p>Chef Salad or Asian Chicken Salad with Wheat Roll</p> <p>Pasta Primo with Whole Wheat Spaghetti with choice of Meat Sauce or Chicken Alfredo</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Bacon Cheeseburger Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Ham & Cheese Breakfast Muffin</p>	<p>Sub Station with Turkey, Ham, Tuna or Veggie</p> <p>Chef Salad or Chicken Caesar Salad with Wheat Roll</p> <p>Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Popcorn Chicken Cheese Pizza Pepperoni Pizza Supreme Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Dippers</p>	<p>Sub Station with Turkey, Ham or Veggie</p> <p>Chef Salad with Wheat Roll</p> <p>Fiesta Mexi Favorite, Bean & Cheese Enchilada with Refried Beans & Spanish Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Wiener Wraps Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola French Toast Sticks</p>
Day 16	Day 17	Day 18	Day 19	Day 20
<p>Sub Station with Turkey, Ham or Veggie</p> <p>Chef Salad with Wheat Roll</p> <p>Chop Sticks Stir-Fry with Teriyaki Chicken & Veggies over Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Corn Dog Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Waffles Blueberry Muffin</p>	<p>Sub Station with Turkey, Ham, Tuna or Veggie</p> <p>Chef Salad or Chicken Caesar Salad with Wheat Roll</p> <p>Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Cheese Pizza Vegetable Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Scrambled Eggs, Sausage & toast</p>	<p>Sub Station with Turkey, Ham or Veggie</p> <p>Chef Salad or Asian Chicken Salad with Wheat Roll</p> <p>Pasta Primo with Whole Wheat Spaghetti with choice of Meat Sauce or Chicken Alfredo</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Bacon Cheeseburger Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Whole Grain Cinnamon Roll</p>	<p>Sub Station with Turkey, Ham, Tuna or Veggie</p> <p>Chef Salad or Chicken Caesar Salad with Wheat Roll</p> <p>Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Popcorn Chicken Cheese Pizza Pepperoni Pizza Supreme Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Sausage Breakfast Pizza</p>	<p>Sub Station with Turkey, Ham or Veggie</p> <p>Chef Salad with Wheat Roll</p> <p>Fiesta Mexi Favorite, Bean & Cheese Enchilada with Refried Beans & Spanish Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Wiener Wraps Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Egg & Cheese Breakfast Muffin</p>

<p>Day 21</p>	
<p>Sub Station with Turkey, Ham or Veggie</p> <p>Chef Salad with Wheat Roll</p> <p>Chop Sticks Stir-Fry with Teriyaki Chicken & Veggies over Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Corn Dog Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Pancakes & Sausage Blueberry Muffin</p>	<p>A variety of fresh fruits and vegetables are provided daily on our garden bar. Breads & Pastas are Whole Grain or Multi-Grain. A variety of condiments are offered daily. A variety of low Fat Milk is Offered with every meal.</p> <p>Breakfast includes choice of above entrée or cereal daily. Also included are choices of fresh and canned fruit.</p>

Appendix A
THREE RIVERS SCHOOL DISTRICT
“21-DAY CYCLE MENUS” HIGH SCHOOL LUNCH AND BREAKFAST

All Proposers are to use the following 21-Day Cycle Menus for High School Lunch and Breakfast in their response to this RFP. Proposer shall adhere to this menu for the first 21 days of service during the 2015-2016 school year.

Day 1	Day 2	Day 3	Day 4	Day 5
Sub Station with Turkey, Ham or Veggie Hot Buffalo Chicken Sub Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Grab & Go Yogurt & Fruit Parfaits Chef Salad Sub Sandwiches Teriyaki Chicken Stir-fry with Brown Rice Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Western Bacon Burger Cheese Pizza Pepperoni Pizza Veggie Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Sausage & Cheese Pancake Muffin Blueberry Muffin	Sub Station with Turkey, Ham, Tuna or Veggie Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice Grab & Go Chef Salad Chicken Caesar Salad Sub Sandwiches Baked Ziti Bowl Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Cheese Pizza Pepperoni Pizza Chicken Bruschetta Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Scrambled Eggs, Hashbrown & toast	Sub Station with Turkey, Ham or Veggie BBQ Chicken Bacon Sub Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Supreme Baked Potato Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sub Sandwiches Chicken Alfredo Bowl Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Bacon Cheeseburger Cheese Pizza Pepperoni Pizza Buffalo Chicken Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Breakfast Muffin	Sub Station with Turkey, Ham, Tuna or Veggie Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice Grab & Go Chef Salad Chicken Caesar Salad Sub Sandwiches Chicken Mashed Potato Bowl Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Cheese Pizza Pepperoni Pizza Ham & Tomato Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Dippers	Sub Station with Turkey, Ham or Veggie Hot Italian Chicken Sub Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Bean & Cheese Enchiladas Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sub Sandwiches Teriyaki Chicken Stir-fry with Brown Rice Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Weiner Wrap Cheese Pizza Pepperoni Pizza Supreme Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola French Toast Sticks
Day 6	Day 7	Day 8	Day 9	Day 10
Sub Station with Turkey, Ham or Veggie Hot Buffalo Chicken Sub Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice	Sub Station with Turkey, Ham, Tuna or Veggie Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice	Sub Station with Turkey, Ham or Veggie BBQ Chicken Bacon Sub Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Supreme Baked Potato	Sub Station with Turkey, Ham, Tuna or Veggie Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice	Sub Station with Turkey, Ham or Veggie Hot Italian Chicken Sub Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Bean & Cheese

<p>Grab & Go Yogurt & Fruit Parfaits Chef Salad Sub Sandwiches</p> <p>Teriyaki Chicken Stir-fry with Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets</p> <p>Cheese Pizza Pepperoni Pizza Veggie Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Waffles & Sausage Blueberry Muffin</p>	<p>Grab & Go Chef Salad Chicken Caesar Salad Sub Sandwiches</p> <p>Baked Ziti Bowl</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets</p> <p>Cheese Pizza Pepperoni Pizza Chicken Bruschetta Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Scrambled Eggs, Hashbrown & toast</p>	<p>Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sub Sandwiches</p> <p>Chicken Alfredo Bowl</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Bacon Cheeseburger</p> <p>Cheese Pizza Pepperoni Pizza Buffalo Chicken Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Whole Grain Cinnamon Rolls</p>	<p>Grab & Go Chef Salad Chicken Caesar Salad Sub Sandwiches</p> <p>Chicken Mashed Potato Bowl</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets</p> <p>Cheese Pizza Pepperoni Pizza Ham & Tomato Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Sausage Breakfast Pizza</p>	<p>Enchiladas</p> <p>Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sub Sandwiches</p> <p>Teriyaki Chicken Stir-fry with Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets</p> <p>Cheese Pizza Pepperoni Pizza Supreme Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Ham & Cheese Breakfast Muffin</p>
Day 11	Day 12	Day 13	Day 14	Day 15
<p>Sub Station with Turkey, Ham or Veggie Hot Buffalo Chicken Sub</p> <p>Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice</p> <p>Grab & Go Yogurt & Fruit Parfaits Chef Salad Sub Sandwiches</p> <p>Teriyaki Chicken Stir-fry with Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets</p> <p>Cheese Pizza Pepperoni Pizza Veggie Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Sausage & Cheese Pancake Muffin Blueberry Muffin</p>	<p>Sub Station with Turkey, Ham, Tuna or Veggie</p> <p>Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice</p> <p>Grab & Go Chef Salad Chicken Caesar Salad Sub Sandwiches</p> <p>Baked Ziti Bowl</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets</p> <p>Cheese Pizza Pepperoni Pizza Chicken Bruschetta Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Scrambled Eggs, Hashbrown & toast</p>	<p>Sub Station with Turkey, Ham or Veggie BBQ Chicken Bacon Sub</p> <p>Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Supreme Baked Potato</p> <p>Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sub Sandwiches</p> <p>Chicken Alfredo Bowl</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets</p> <p>Cheese Pizza Pepperoni Pizza Buffalo Chicken Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Breakfast Muffin</p>	<p>Sub Station with Turkey, Ham, Tuna or Veggie</p> <p>Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice</p> <p>Grab & Go Chef Salad Chicken Caesar Salad Sub Sandwiches</p> <p>Chicken Mashed Potato Bowl</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets</p> <p>Cheese Pizza Pepperoni Pizza Ham & Tomato Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Dippers</p>	<p>Sub Station with Turkey, Ham or Veggie Hot Italian Chicken Sub</p> <p>Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Bean & Cheese Enchiladas</p> <p>Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sub Sandwiches</p> <p>Teriyaki Chicken Stir-fry with Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets</p> <p>Cheese Pizza Pepperoni Pizza Supreme Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola French Toast Sticks</p>

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Day 16	Day 17	Day 18	Day 19	Day 20
Sub Station with Turkey, Ham or Veggie Hot Buffalo Chicken Sub Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Grab & Go Yogurt & Fruit Parfaits Chef Salad Sub Sandwiches Teriyaki Chicken Stir-fry with Brown Rice Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Cheese Pizza Pepperoni Pizza Veggie Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Waffles & Sausage Blueberry Muffin	Sub Station with Turkey, Ham, Tuna or Veggie Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice Grab & Go Chef Salad Chicken Caesar Salad Sub Sandwiches Baked Ziti Bowl Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Cheese Pizza Pepperoni Pizza Chicken Bruschetta Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Scrambled Eggs, Hashbrown & toast	Sub Station with Turkey, Ham or Veggie BBQ Chicken Bacon Sub Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Supreme Baked Potato Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sub Sandwiches Chicken Alfredo Bowl Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Bacon Cheeseburger Cheese Pizza Pepperoni Pizza Buffalo Chicken Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Whole Grain Cinnamon Rolls	Sub Station with Turkey, Ham, Tuna or Veggie Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice Grab & Go Chef Salad Chicken Caesar Salad Sub Sandwiches Chicken Mashed Potato Bowl Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Cheese Pizza Pepperoni Pizza Ham & Tomato Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Sausage Breakfast Pizza	Sub Station with Turkey, Ham or Veggie Hot Italian Chicken Sub Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Bean & Cheese Enchiladas Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sub Sandwiches Teriyaki Chicken Stir-fry with Brown Rice Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Cheese Pizza Pepperoni Pizza Supreme Pizza BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Ham & Cheese Breakfast Muffin
Day 21				

<p>Sub Station with Turkey, Ham or Veggie Hot Buffalo Chicken Sub</p> <p>Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice</p> <p>Grab & Go Yogurt & Fruit Parfaits Chef Salad Sub Sandwiches</p> <p>Teriyaki Chicken Stir-fry with Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets</p> <p>Cheese Pizza Pepperoni Pizza Veggie Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Sausage & Cheese Pancake Muffin Blueberry Muffin</p>	<p>A variety of fresh fruits and vegetables are provided daily on our garden bar. Breads & Pastas are Whole Grain or Multi-Grain. A variety of condiments are offered daily. A variety of low Fat Milk is Offered with every meal.</p> <p>Breakfast includes choice of above entrée or cereal daily. Also included are choices of fresh and canned fruit.</p>
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Three Rivers School District

2014—2015 Student Calendar

July 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30*	31	

November 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

GRADE PERIODS	
1st Quarter	- SEPT 2 - OCT 30 = 43 DAYS
2nd Quarter	- NOV 3 - JAN 29 = 47 DAYS
3rd Quarter	- FEB 2 - APR 9 = 43 DAYS
4th Quarter	- APR 13 - JUN 12 = 43 DAYS
TOTAL DAYS	= 176 DAYS

January 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29*	30	31

February 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9*	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2015

Sun	Mon	Tue	Wed	Th	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2015

Sun	Mon	Tue	Wed	Th	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11*	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

QUARTERLY REPORT	
1st Quarter	- JUL 1 - SEP 30 = 21 DAYS
2nd Quarter	- OCT 1 - DEC 31 = 51 DAYS
3rd Quarter	- JAN 1 - MAR 31 = 54 DAYS
4th Quarter	- APR 1 - JUN 30 = 50 DAYS
TOTAL	176 DAYS

AUGUST 2014
 25-29 Mon.-Fri. Teachers Report / Inservice Week
 26 Tues. Inservice/Staff Development Day

SEPTEMBER
 1 Mon. Labor Day—Holiday
 2 Tues. First Day of Classes

OCTOBER
 30 Thur. End of First Quarter (43 days)
 31 Fri. Clerical Day—No Classes

NOVEMBER
 5 Wed. Evening Conferences—Regular School Day
 6 Thur. Conference Day - No Classes for All Students
 7 Fri. No School Day for All Students
 11 Tues. Veteran's Day Observed—No Classes
 24-26 Mon-Wed District Closure Days
 27 Thur. Thanksgiving Day - No Classes
 28 Fri. Vacation Day - No Classes

DECEMBER
 19 Fri. Last Day of Classes Before Winter Break
 12/22-1/2 Winter Break

JANUARY 2015
 1 Thur. New Years Day—No School
 2 Fri. Winter Break Continues
 5 Mon. Classes Resume
 19 Mon. Martin Luther King Day - Non-Contract, No Classes
 29 Thur. End of Second Quarter (42 days)
 30 Fri. Clerical Day - No Classes











FEBRUARY
 16 Mon. President's Day Holiday - No Classes

MARCH
 3/23-3/27 Spring Break Vacation - No Classes

APRIL
 9 Thur. End of Third Quarter (43 days)
 10 Fri. Clerical Day - No Classes
 15 Wed. Evening Conferences—Regular School Day
 16 Thur. Conference Day—No Classes for All Students
 17 Fri. No School Day for All Students

MAY
 25 Mon. Memorial Day - No Classes

JUNE
 11 Thurs. Last Day of School for Students
 (End of Fourth Quarter - (44 days/176 days for year)
 12 Fri. Clerical Day-Last Day for Teachers

	Paid Holiday-No Classes		Vacation Day-No Classes
	Clerical Day-No Classes		Staff Development Day
	Conference Days		Inservice Days
	No School Days		Non-Paid Day
	District Closure Days		Late Start

Grades K-12 (Fridays)

Appendix C

Locations to be served

For NSLP & SBP:

School Name	Physical Address	Telephone #	Contact Name	CNP Number
Hidden Valley HS	651 Murphy Creek Rd Grants Pass Or 97527	(541)862-2124	Amy Berg	10532
Illinois Valley HS	625 E River St Cave Junction Or 9752	(541)592-2116	Nancy Powell	10533
North Valley HS	6741 Monument Dr Grants Pass Or 97526	(541)479-3388	Virginia Madden	10148
Fleming MS	6001 Monument Dr Grants Pass OR 97526	(541)476-8284	Nancy Berg	10534
Lincoln Savage MS	8551 New Hope Rd Grants Pass Or 97527	(541)862-2171	Cary Polka	10535
Lorna Byrne MS	101 S Junction Ave Cave Junction Or 97523	(541)592-2163	Nicki Parker	10536
Applegate ES	14188 Hwy 238 Applegate Or 97530	(541)846-6280	Diana West	10537
Evergreen ES	520 W River St Cave Junction Or 97523	(541)592-3136	Monica Boatwright	10538
Fort Vannoy ES	5250 Upper River Rd Grants Pass Or 97526	(541)479-4440	Cindy Jacuik	10540
Fruitdale ES	1560 Bill Baker Way Grants Pass Or 97527	(541)476-2276	Janet Schnhoff	10539
Madrona ES	520 Dietrick Dr Grants Pass Or 97527	(541)476-6624	Jennifer Richardson	10542
Manzanita ES	310 San Francisco Grants Pass Or 97526	(541)479-6433	Denise Richardson	13727
Williams ES	20691 Williams Hwy Williams Or 97544	(541)846-7224	Mary Richardson	10546

For Summer Food Service Program:

Name	Physical Address	Telephone #	Contact Name	CNP Number
Fruitdale Elem	1560 Bill Baker way	541-476-2276	Virginia Madden	10539
Hidden Valley	651 Murphy Ck rd	541-862-2124	Patti Dickens-Turk	13633
All American	6741 Monument Dr	541-301-5815	Adam Wagman	14966
North Valley	6741 Monument Dr	541-476-1077	Neil Deforrest	10148
Three Rivers Fair	126 Ringuette	541-476-4183	Virginia Madden	15224
YMCA	1000 Redwood Ave	541-474-0001	Darren Clark	12423
Williams Elem	20691 Williams Hwy	541-746-7224	Mary Richardson	10546
Fleming	6001 Monument	541-476-8284	Darrell Erb	10534
Lincoln Savage	8551 New Hope Rd	541-862-2171	Jennifer Parson	10535
Evergreen elem	520 W River Rd	541-592-3136	Lori Odonnel	10538
Evergreen Boys & Girls	520 W River Rd	541-592-3136	Cindy Spencer	12421
Illinois Valley	535 E River St	541-592-6139	Karen Yanase	14972
Lorna Byrne	101 S Junction Ave	541-592-2163	Racheal George	10536
Illinois Valley HS	625 E River St	541-592-2116	Heather Merrill	10533

For CACFP:

Name	Physical Address	Telephone #	Contact Name	CNP Number
Fort Vannoy	5250 Upper River Rd Grants Pass or 97526	541-479-4440	Cindy Jacuik	10540
Madrona	520 Detrick Dr Grants Pass or 97527	541-476-6624	Jenniffer Richardson	10542
Manzanita	310 San Francisco Grants Pass OR 97526	541-479-6433	Denise Richardson	13727
Applegate	14188 Hwy 238 Applegate Or 97530	541-846-6280	Diana West	10537
Fleming	6001 Monument Dr Grants Pass Or 97526	541-476-8284	Nancy Burks	10534
Lincoln Savage	8551 New Hope Rd Grants Pass Or 97527	541-862-2171	Cary Polka	10535
Lorna Byrne	101 S Junction Ave Cave Junction Or 97523	541-592-2163	Nicki Parker	10536
Illinois Valley HS	625 E River st Cave Junction OR 97523	541-592-2116	Nancy Powell	10533
Hidden Valley	651 Murphy Ck rd Grants Pass or 97527	541-862-2124	Amy Berg	10532

For Vended Programs:

Name	Physical Address	Telephone #	Contact Name	CNP Number
Boys and Girls Club	520 E River Rd Cave Junction OR 97523	541-592-3136	Cindy Spencer	12421

Attachment A

Certificate of Independent Price Determination

Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

NAME OF FOOD SERVICE MANAGEMENT COMPANY NAME OF LOCAL EDUCATIONAL AGENCY

- (A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Food Service Management Company certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE TITLE DATE

In accepting this offer, the LEA certifies that no representative of the LEA has taken any action that may have jeopardized the independence of the offer referred to above.

SIGNATURE OF LEA AUTHORIZED REPRESENTATIVE TITLE DATE

Attachment B

Suspension and Debarment Certification

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, Section 3017.510, 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 ON REVERSE)

- (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.

Organization Name

PR/Award Number or Project Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

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.

Attachment C

Clean Air and Water Certificate

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate.

NAME OF FOOD SERVICE MANAGEMENT COMPANY NAME OF LOCAL EDUCATIONAL AGENCY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act

(42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE

SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE DATE

Attachment D

Certification Regarding Lobbying Disclosure of Lobbying Activities

(Complete the form that is applicable.)

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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, or an employee of a Member of Congress 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, or an employee of a Member of Congress 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
Congressional District, if known:	Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description:	
	CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)	10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle)	
11. Amount of Payment (check all that apply): \$ _____ ____ Actual ____ Planned	12. Type of payment (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify: _____	
13. Form of Payment (check all that apply): ____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____	14. Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____	
15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:		
Attach Continuation Sheet(s) SF-LLL-A (if necessary)		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form -- LLL	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
 1. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
 1. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
 2. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
 3. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
 4. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number, grant announcement number, the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
 5. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.