

# **OREGON DEPARTMENT OF EDUCATION**

## **CHILD NUTRITION PROGRAMS**

Between

Morrow County School District

And

Sodexo America, LLC

LEA - FSMC Contract  
(Fixed Price)

Contract Start Date: July 1, 2017

## ARTICLE I INTRODUCTION

1.1 Date of and Parties to the Agreement. This agreement, dated July 14, 2017, is between Morrow County School District, hereafter called the Local Education Agency ("LEA"), and Sodexo America, LLC, a Delaware limited liability company, hereinafter called the Food Service Management Company ("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, 2017, and continues until June 30, 2018. 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.

During the first half of each school year, LEA and FSMC agree to participate in an Annual Expectations meeting throughout the term of the agreement in accordance with Appendix A.

FSMC shall present no less than bi-annually a verbal and written program update to the School Board.

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, FSMC proposal, and RFP.

## 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 follow 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. (see Appendix B attached). The FSMC must adhere to the cycle menu for the first 21 days of meal service, and any changes made thereafter may be made only with approval of the LEA. 7 CFR 210.16(b)(1).

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

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

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

K. The LEA shall establish a policy for providing meals to students without adequate funds. The LEA policy will protect students by providing equal services to all students. The FSMC will defer to the LEA's policy in providing meals. The FSMC will bill the LEA for the meals served with the LEA payment from funds other than non-profit food service funds.

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

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

N. The LEA shall 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 C. The LEA and the FSMC may agree to add other locations.

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

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

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

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

**Other Services:**

- ☒ Catering
- ☐ Contract Meals
- ☒ A la carte Sales
- ☒ Adult Meals
- ☐ Vending/Concessions

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

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

3.3 Meal Program. The FSMC shall provide nutritional, high-quality breakfasts, lunches, snacks, suppers, a la carte food, and 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, and a la carte 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. The LEA may, if a price cannot be agreed upon or the FSMC cannot provide the service, obtain outside catering services. The LEA shall be responsible for payment directly to any third party catering providers. For all LEA sponsored functions catered by the FSMC, the FSMC shall prepare and submit prenumbered invoices to appropriate administrators of the LEA and representatives. Such invoices will be submitted by the FSMC by the end of the current month. 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 and USDA Foods will not be used.

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, 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. Any such Student Workers will be compensated by the LEA and will not be employees of the FSMC.

4.3 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.

4.4 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.

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

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

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

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

This institution is an equal opportunity provider.

4.6 Agreement Not To Hire. LEA acknowledges that FSMC's salaried employees are essential to FSMC's core business of providing management services and are familiar with FSMC's operating procedures and other information proprietary to FSMC.



Therefore, LEA shall not, without FSMC's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by LEA, of any person who is or has been a FSMC salaried employee assigned to the Services at the Premises, within the earlier of one (1) year after such employee terminates employment with FSMC or within one (1) year after termination of this Agreement. If LEA hires, makes any agreement with or permits employment of any such employee in any LEA operation providing food service within the restricted period, it is agreed by LEA that FSMC shall suffer damages and LEA shall pay FSMC as liquidated damages, and not as a penalty, an amount equal to two (2) times the then-current annual salary of each employee hired by LEA. This sum has been determined to be reasonable by both parties after due consideration of all relevant circumstances. This provision shall survive termination of this Agreement.

## 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 LEA 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 LEA shall be responsible for usual and customary cleaning and sanitation of the LEA's food service facilities.

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

B. The LEA shall be responsible for the required cleaning and maintenance of dining areas and snack bar seating areas beyond the front edge of the serving lines, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The LEA shall also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, shall be responsible for the removal of refuse from refuse collection centers and shall be responsible for gas and electric costs.

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

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

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

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

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

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

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

## ARTICLE VI FINANCIAL AND PAYMENT TERMS

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

**SBP**

-Breakfast	\$2.325 per meal
-Meal Equivalents	\$2.325 per meal based on \$3.515 rate

**NSLP**

-Lunch	\$2.325 per meal
-Snack	\$2.325 per snack
-Meal Equivalents	\$2.325 per meal based on \$3.515 rate

**SFSP**

-Breakfast	\$2.325 per meal
-Lunch	\$2.325 per meal
-Snack	\$2.325 per snack
-Meal Equivalents	\$2.325 per meal based on a \$3.515 rate

**CACFP**

-Breakfast	\$2.325 per meal
-Lunch	\$2.325 per meal
-Supper	\$2.325 per meal
-Snack	\$2.325 per snack

**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 = \$3.24 plus \$0.275 equals \$3.515 and Lunch Equivalents = total Ala Carte dollars divided by \$ 3.515).

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

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

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

- Reports filed to the State
- Corporate income tax

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

**6.2 Invoice Due Date.** Invoices submitted to the LEA by the FSMC will be paid within thirty (30) days after the date on the invoice. If invoices are received in the LEA's Accounting Department, and they pass audit, payment will be made within thirty (30) days after the date on the invoice. 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 Consumer Price Index ("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 previous year to March of current year.

6.6 Financial Reconciliation. Within ninety (90) days of the end of the school year, the parties shall complete a reconciliation of the annual operational financial report, which the report shall be signed by the parties as being true and correct.

## ARTICLE VII GENERAL TERMS AND CONDITIONS

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

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

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

A. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the LEA, or do not otherwise meet the requirements of this agreement. No deduction in payment shall be made by the LEA unless the LEA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.

B. 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 provision whereby the insurer(s) shall provide notice of cancellation in accordance with the provisions of the policy. FMSC shall make reasonable efforts to provide LEA with a thirty (30) days' prior written notice if the insurance afforded by FSMC's policy is canceled. 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 and only to the extent that the LEA is indemnified under Section 7.9 below.

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 written consent of the other party except that either party may, without prior approval and without being released from any of its responsibilities hereunder, assign this agreement to any affiliate or wholly-owned subsidiary of such 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:

Erika Patton, Business Manager  
Morrow County School District  
240 Columbia Drive  
Irrigon, OR 97844

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

Sodexo America, LLC  
Attention: Stephen Dunmore  
CEO, North America Schools  
3020 Woodcreek Drive, Suite B  
Downers Grove, Illinois 60515

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 Indemnity. Except as otherwise expressly provided in this agreement, FSMC and LEA shall defend, indemnify and hold each other harmless from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, attorney's fees and court costs, which may arise because of the negligence, misconduct, or breach of the indemnifying party, its agents or employees in the performance of its obligations or work under this agreement. LEA's obligation to indemnify FSMC is subject to all limitations of the Oregon Tort Claims Act and the Oregon Constitution.

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

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

7.12 Termination.

A. Termination for Convenience: This contract may be terminated at any time by the 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.

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

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

7.15 **Construction and Effect.** A waiver of any failure under this agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This agreement supersedes all prior negotiations, representations, or agreements. The Article and 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.

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

7.17 **Marketing.** LEA grants FSMC approval to use its promotional, informational or marketing activities or materials including the names, trademarks, logos and symbols of FSMC at the facilities.

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

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

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

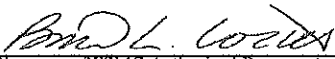
C. If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the LEA in procuring similar services, and is liable for administrative, contractual, and legal remedies as applicable.


7.19 Purchasing/Non-FSMC Approved Vendors. LEA acknowledges that FSMC shall utilize its own supplier network for the provision of food, beverages, supplies and services in the performance of its obligations hereunder. LEA understands that FSMC has entered into agreements with many vendors and suppliers of products and services which (i) give FSMC the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products and/or services purchased by FSMC for or on behalf of LEA.

Notwithstanding the foregoing, LEA may direct FSMC to use products and/or services from non-FSMC approved vendors. In such instances for the mutual protection of LEA and FSMC and as required by FSMC of its vendors, LEA will require each such vendor to (i) comply with FSMC's Food Safety and Food Security Authorization Requirements attached hereto as Appendix E and (ii) obtain from a reputable insurance company acceptable to LEA and FSMC liability insurance (including products liability coverage) and contractual liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) for each occurrence naming LEA and FSMC as additional insureds and which insurance shall not exclude the negligence of LEA or FSMC. A certificate evidencing such insurance shall be provided to LEA and FSMC upon the request of either party. FSMC shall also require each such vendor to sign an indemnity certificate (acceptable to LEA and FSMC in which such vendor shall agree to defend, indemnify, and hold harmless LEA and FSMC from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, and attorneys' fees which may arise as a result of using such vendor's product, except when such liability arises as a result of the sole negligence of FSMC and/or LEA. LEA will require each such vendor to provide to the FSMC General Manager detailed ingredient statements for each food item purchased. LEA shall not require FSMC to use products from non-FSMC approved vendors until such vendor has demonstrated its ability to comply with FSMC's Food Safety and Food Security Authorization Requirements, and such insurance certificates, indemnity certificates, and ingredient statements have been provided.

In the event the Non-FSMC Approved Vendor is unable to comply with the foregoing, FSMC and LEA shall meet to evaluate: (i) alternative vendor(s) for FSMC and LEA to utilize for the operation of the Services to replace the Non-FSMC Approved Vendor or (ii) actions necessary to assist the Non-FSMC Approved Vendor to become an approved vendor, or (iii) if the impediment is the lack of appropriate insurance, the need to purchase products from such Non-FSMC Approved Vendor despite the lack of insurance coverage described above.

SO AGREED:

Brad Lozier		Vice President	8-4-17
Print Name	Signature of FSMC Authorized Representative	Title	Date

Dirk Dirken		Superintendent	8/14/17
Erika Patton	Signature of LEA Authorized Representative	Title	Date

## APPENDIX A EXPECTATIONS SESSIONS

### **Expectations Sessions**

Expectations Sessions are **annual** meetings requiring the attendance of all key stakeholders who have an interest in the Services under this Agreement. Expectation Sessions shall be held regularly throughout the contract term with at least one per contract year.

#### **Objectives:**

1. Sodexo shall share customer/Client satisfaction results, financial performance, successes and challenges from the previous year.
2. Client expectations from the previous session shall be reviewed and expectations moving forward shall be established.
3. Once Sodexo has identified the current Client expectations, Sodexo shall develop a proposed plan of initiatives, strategies and innovations for the upcoming year. This plan ensures that Sodexo is aligning its service delivery with the expectations of Client.

#### **Participants:**

The Parties shall mutually agree upon the participants for each Expectations Session.

Appendix B  
21-Day Cycle Menus

(see following pages for menus)

**MORROW COUNTY SCHOOL DISTRICT**  
**"21-DAY CYCLE MENUS" ELEMENTARY LUNCH AND BREAKFAST**

All Vendors are to use the following 21-Day Cycle Menus for Elementary Lunch and Breakfast in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2017-2018 school year.

<b>Day 1</b> <b>BREAKFAST</b> Pancake on a Stick <b>LUNCH</b> Teriyaki Chicken & Veggies on Chow Mein Hot Crispy Chicken Sandwich Chef Salad w/Bread Sticks	<b>Day 2</b> <b>BREAKFAST</b> Cinnamon Oatmeal Round <b>LUNCH</b> Soft Beef Taco Corn Dog Chicken Caesar Wrap	<b>Day 3</b> <b>BREAKFAST</b> Egg/Cheese/Sausage Biscuit <b>LUNCH</b> Freshly Baked Pepperoni Pizza Spaghetti w/Meat Sauce & Bread Stick Turkey & Cheese Sandwich on WW	<b>Day 4</b> <b>BREAKFAST</b> Waffles w/Strawberries <b>LUNCH</b> Grand Slam Cheeseburger Ball Park Hot Dog Chicken Caesar Salad w/Bread Sticks	<b>Day 5</b> <b>COOKIE DAY!!</b> <b>BREAKFAST</b> Sausage Breakfast Pizza <b>LUNCH</b> Fish & Chips w/Bread Stick Freshly Baked Cheese Pizza Ham & Cheese Sub
<b>Day 6</b> <b>BREAKFAST</b> French Toast Slicks <b>LUNCH</b> Chicken Potato Bowl w/Bread Stick Bean & Cheese Burrito Garden Salad w/Bread Sticks	<b>Day 7</b> <b>BREAKFAST</b> Ham & Cheese Bagel <b>LUNCH</b> Soft Chicken Fajita Taco Freshly Baked Sausage Pizza Turkey & Cheese Sandwich on WW	<b>Day 8</b> <b>BREAKFAST</b> Yogurt w/Graham Crackers <b>LUNCH</b> Grilled Cheese Sandwich w/Soup Cheeseburger American Sub	<b>Day 9</b> <b>BREAKFAST</b> Waffles w/Strawberries <b>LUNCH</b> Freshly Baked Pepperoni Pizza Beef & Cheese Nachos Chef Salad w/Bread Stick	<b>Day 10</b> <b>HEALTHY TREAT DAY!!</b> <b>BREAKFAST</b> WG Cinnamon Roll <b>LUNCH</b> Fish & Chips w/Bread Stick Cheesy Bread Sticks w/Spaghetti Sauce Egg Salad Sub
<b>Day 11</b> <b>BREAKFAST</b> Pancake on a Stick <b>LUNCH</b> Orange Chicken over Chow Mein noodles Fresh Baked Hawaiian Pizza Ham & Cheese Sub	<b>Day 12</b> <b>BREAKFAST</b> Ham & Cheese Bagel <b>LUNCH</b> Chicken Nuggets w/Tater Tots Soft Beef Taco Chicken Caesar Salad w/Bread Stick	<b>Day 13</b> <b>BREAKFAST</b> Cinnamon Roll <b>LUNCH</b> Baked Chicken w/Mashed Potatoes/Gravy/Bread Stick Fresh Baked Pepperoni Pizza Classic American Sub	<b>Day 14</b> <b>COOKIE DAY!!</b> <b>BREAKFAST</b> Pancakes <b>LUNCH</b> Sloppy Joe Bean & Cheese Burrito Baja Turkey Wrap	<b>Day 15</b> <b>BREAKFAST</b> French Toast Slicks <b>LUNCH</b> Teriyaki Chicken over Chow Mein noodles Fresh Baked Saus Pizza Chef Salad w/Bread Sticks
<b>Day 16</b> <b>BREAKFAST</b> Chocolate Chip Oatmeal Round <b>LUNCH</b> Grilled Cheese Sandwich w/Tomato Soup Chicken Fajita Taco Italian Deli Sub	<b>Day 17</b> <b>BREAKFAST</b> Yogurt w/Graham Crackers <b>LUNCH</b> BBQ Pork Sandwich Fresh Baked Taco Pizza Turkey & Cheese Sandwich on WW	<b>Day 18</b> <b>BREAKFAST</b> Sausage & Cheese Biscuit <b>LUNCH</b> Spaghetti with Meat Sauce & Bread Stick Crispy Chicken Sandwich Chicken Caesar Salad w/Bread Stick	<b>Day 19</b> <b>HEALTHY TREAT DAY!!</b> <b>BREAKFAST</b> Sausage Breakfast Pizza <b>LUNCH</b> Fish & Chips w/Bread Stick Cheesy Bread Sticks w/Spaghetti Sauce Crispy Chicken Wrap	<b>Day 20</b> <b>BREAKFAST</b> French Toast Slicks <b>LUNCH</b> Teriyaki Chicken over Chow Mein noodles Fresh Baked Sausage Pizza Chef Salad w/Bread Sticks
<b>Day 21</b> <b>BREAKFAST</b> Egg/Cheese/Sausage Biscuit <b>LUNCH</b> Freshly Baked Pepperoni Pizza Spaghetti w/Meat Sauce & Bread Stick Turkey & Cheese Sandwich on WW	<b>Breakfast includes:</b> Choice of daily entrée listed, or hot/cold whole grain Cereal, and a variety for fruit and milk.  <b>Offered with all entrée selections are a variety of fruits, vegetables and milk.</b>			

**MORROW COUNTY SCHOOL DISTRICT**  
**"21-DAY CYCLE MENUS" JR/SR HIGH SCHOOL LUNCH AND BREAKFAST**

All Vendors are to use the following 21-Day Cycle Menus for High School Lunch and Breakfast in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2017-2018 school year.

<b>Day 1</b> <b>BREAKFAST:</b> Breakfast on a stick French Toast Sticks Sausage & Cheese Biscuit WG cold or Hot Cereal Bagel w/Cream Cheese <b>LUNCH:</b> Grab & Go Ham & Cheese Sub Pepperoni, Cheese, or Sausage Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Teriyaki Chicken over Chow Mein Noodles	<b>Day 2</b> <b>BREAKFAST:</b> WG Sausage Pizza Breakfast Burrito Egg/Ham/Cheese Bagel WG cold or Hot Cereal Bagel w/Cream Cheese <b>LUNCH:</b> Grab & Go American Club Sub Pepperoni, Cheese, or Meat Lovers Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Soft Beef Taco w/Chips	<b>Day 3</b> <b>BREAKFAST:</b> Biscuit and Gravy WG Cinnamon Roll Ham & Cheese Muffin WG cold or Hot Cereal Bagel w/Cream Cheese <b>LUNCH:</b> Grab & Go Buffalo Wrap Pepperoni, Cheese, or Buffalo Ranch Chicken Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Spaghetti w/Meat Sauce & Bread Stick	<b>Day 4</b> <b>BREAKFAST:</b> Sausage & Cheese Biscuit Dutch Waffle w/Strawberries Chocolate Chip Round WG cold or Hot Cereal Bagel w/Cream Cheese <b>LUNCH:</b> Grab & Go Turkey & Cheese Sub Pepperoni, Cheese, or Sausage Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Hot Dog w/Krinkle Kut Fries	<b>Day 5</b> <b>BREAKFAST:</b> Breakfast on a stick French Toast Sticks Sausage & Cheese Biscuit WG cold or Hot Cereal Bagel w/Cream Cheese <b>LUNCH:</b> Grab & Go Crispy Chicken Wrap Pepperoni, Cheese, or Buffalo Ranch Chicken Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Fish & Chips w/Bread Stick <b>COOKIE DAY</b>
<b>Day 6</b> <b>BREAKFAST:</b> Breakfast on a stick French Toast Sticks Sausage & Cheese Biscuit WG cold or Hot Cereal Bagel w/Cream Cheese <b>LUNCH:</b> Grab & Go Ham & Cheese Sub Pepperoni, Cheese, or Sausage Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Orange Chicken over Chow Mein Noodles	<b>Day 7</b> <b>BREAKFAST:</b> WG Sausage Pizza Breakfast Burrito Egg/Ham/Cheese Bagel WG cold or Hot Cereal Bagel w/Cream Cheese <b>LUNCH:</b> Grab & Go American Club Sub Pepperoni, Cheese, or Meat Lovers Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Soft Beef Taco w/Chips	<b>Day 8</b> <b>BREAKFAST:</b> Biscuit and Gravy WG Cinnamon Roll Ham & Cheese Muffin WG cold or Hot Cereal Bagel w/Cream Cheese <b>LUNCH:</b> Grab & Go Buffalo Wrap Pepperoni, Cheese, or Buffalo Ranch Chicken Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Breakfast for Lunch: French Toast w/Sausage	<b>Day 9</b> <b>BREAKFAST:</b> Sausage & Cheese Biscuit Dutch Waffle w/Strawberries Chocolate Chip Round WG cold or Hot Cereal Bagel w/Cream Cheese <b>LUNCH:</b> Grab & Go Turkey & Cheese Sub Pepperoni, Cheese, or Sausage Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Teriyaki Chicken over Chow Mein Noodles	<b>Day 10</b> <b>BREAKFAST:</b> Breakfast on a stick French Toast Sticks Sausage & Cheese Biscuit WG cold or Hot Cereal Bagel w/Cream Cheese <b>LUNCH:</b> Grab & Go Crispy Chicken Wrap Pepperoni, Cheese, or Buffalo Ranch Chicken Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Fish & Chips w/Bread Stick <b>HEALTHY TREAT DAY</b>
<b>Day 11</b> <b>BREAKFAST:</b> Breakfast on a stick French Toast Sticks Sausage & Cheese Biscuit WG cold or Hot Cereal Bagel w/Cream Cheese <b>LUNCH:</b> Grab & Go Ham & Cheese Sub Pepperoni, Cheese, or Sausage Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Chicken Potato Bowl w/Bread Stick	<b>Day 12</b> <b>BREAKFAST:</b> WG Sausage Pizza Breakfast Burrito Egg/Ham/Cheese Bagel WG cold or Hot Cereal Bagel w/Cream Cheese <b>LUNCH:</b> Grab & Go American Club Sub Pepperoni, Cheese, or Meat Lovers Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Soft Beef Taco w/Chips	<b>Day 13</b> <b>BREAKFAST:</b> Biscuit and Gravy WG Cinnamon Roll Ham & Cheese Muffin WG cold or Hot Cereal Bagel w/Cream Cheese <b>LUNCH:</b> Grab & Go Buffalo Wrap Pepperoni, Cheese, or Buffalo Ranch Chicken Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Breakfast for Lunch: Egg, Ham, & Cheese Bagel	<b>Day 14</b> <b>BREAKFAST:</b> Sausage & Cheese Biscuit Dutch Waffle w/Strawberries Chocolate Chip Round WG cold or Hot Cereal Bagel w/Cream Cheese <b>LUNCH:</b> Grab & Go Turkey & Cheese Sub Pepperoni, Cheese, or Sausage Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Baked Chicken, Mashed Potatoes & Gravy, Bread Stick	<b>Day 15</b> <b>BREAKFAST:</b> Breakfast on a stick French Toast Sticks Sausage & Cheese Biscuit WG cold or Hot Cereal Bagel w/Cream Cheese <b>LUNCH:</b> Grab & Go Crispy Chicken Wrap Pepperoni, Cheese, or Buffalo Ranch Chicken Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Fish & Chips w/Bread Stick <b>COOKIE DAY</b>

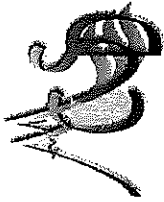
## Appendix C Schools and Serving Sites

AC Houghton Elementary  
Irrigon Elementary  
Irrigon Jr/Sr High School  
Riverside Jr/Sr High School  
Windy River Elementary  
Sam Boardman Elementary  
Heppner Elementary  
Heppner Jr/Sr High School



Appendix D  
Calendar

(see following pages for Calendar)



# 2017-18 MCSD SCHOOL CALENDAR

## Notes:

- 150 Student Days, 6-8 Hr. In-service Days, 7-8 Hr. Workdays, 2-4 Hr. Workdays, 2-4 Hr. In-service Days.
- 16 Hours of Conferences. 2 Hours Open House to be determined by Principals.

## August 2017

Mon	Tues	Wed	Thurs	Fri
21 8 Hr. Staff Workday	22 8 Hr. District Wide In-Service RHSBS	23 8 Hr. Staff Building In-Service	24 8 Hr. Staff Workday	25 No School Students/Staff

## October 2017

Mon	Tues	Wed	Thurs	Fri
2 Student Day	3 Student Day	4 Student Day	5 Student Day	6 School Students/Staff
9 Student Day	10 Student Day	11 Student Day	12 Student Day	13 Statewide In-Service 8 Hr. Workday
16 Student Day	17 Student Day	18 Student Day	19 Student Day	20 8 Hour District In-Service
23 Student Day	24 Student Day	25 Student Day	26 Student Day	27 End of Qtr.1 Student Day
30 Student Day	31 Student Day			4 Hr. Workday Grades

## Calendar Legend

1 School Day	2 In-service Workday Conferences	3 Holiday Break Weekend
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## August/September 2017

Mon	Tues	Wed	Thurs	Fri
28 Students Begin	29 Student Day	30 Student Day	31 Student Day	1 No School Students/Staff
4 Labor Day Holiday	5 Student Day	6 Student Day	7 Student Day	8 Student Day
11 Student Day	12 Student Day	13 Student Day	14 Student Day	15 No School Students/Staff
18 Student Day	19 Student Day	20 Student Day	21 Student Day	22 No School Students/Staff
25 Student Day	26 Student Day	27 Student Day	28 Student Day	29 8 Hr. Building In-Service

## November 2017

Mon	Tues	Wed	Thurs	Fri
		1	2	3
			4 Hrs. Eve Conf/or Mid-term Student Day	4 Hrs. Conf/or Mid-term 4 Hrs. In- Service/Conf
6	7	8	9	10
Student Day	Student Day	Student Day	Student Day	No School Students/Staff
13	14	15	16	17
Observe Veteran's Day Holiday	Student Day	Student Day	Student Day	Student Day
20	21	22	23	24
Student Day	Student Day	No School Students/Staff	Thanksgiving Holiday	No School Students/Staff
27	28	29	30	
Student Day	Student Day	Student Day	Student Day	

## January 2018

Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
New Year's Day Holiday	Student Day	Student Day	Student Day	Student Day
8	9	10	11	12
Student Day	Student Day	Student Day	End of 1st Student Day	8 Hr. Workday Grades
15	16	17	18	19
Martin Luther King Holiday	Student Day	Student Day	Student Day	Student Day
22	23	24	25	26
Student Day	Student Day	Student Day	Student Day	Tentative Make-up Snow Day
29	30	31		
Student Day	Student Day	Student Day		

## December 2017

Mon	Tues	Wed	Thurs	Fri
				1
				8 Hr. Workday
4	5	6	7	8
Student Day	Student Day	Student Day	Student Day	Tentative Make-up Snow Day
11	12	13	14	15
Student Day	Student Day	Student Day	Student Day	Tentative Make-up Snow Day
18	19	20	21	22
Christmas Break	Christmas Break	Christmas Break	Christmas Break	Christmas Break
25	26	27	28	29
Christmas Break	Christmas Break	Christmas Break	Christmas Break	Christmas Break

## February 2018

Mon	Tues	Wed	Thurs	Fri
			1	2
			Student Day	Tentative Make-up Snow Day
5	6	7	8	9
Student Day	Student Day	Student Day	Student Day	8 Hr. District/Building PLC
12	13	14	15	16
Student Day	Student Day	Student Day	Student Day	No School Students/Staff
19	20	21	22	23
President's Day Holiday	Student Day	Student Day	Student Day	Student Day
26	27	28		
Student Day	Student Day	Student Day		

### March 2018

Mon	Tues	Wed	Thurs	Fri
			1 Student Day	2 Tentative Make-up Snow Day
5	6	7	8	9 8 Hour Regional PD/ Bldg. Level PD
Student Day	Student Day	Student Day	Student Day	16 4 Hrs. Workday Grades
12	13	14	15 End of Qtr. 3 Student Day	23 4 Hrs. Conf/or Mid-term 4 Hrs. In-Service/C onf
Student Day	Student Day	Student Day	Student Day	30 Spring Break
19	20	21	22 4 Hrs. Eve Conf/or Mid-term Student Day	
Student Day	Student Day	Student Day	Student Day	
26	27	28	29	30
Spring Break	Spring Break	Spring Break	Spring Break	Spring Break

### April 2018

Mon	Tues	Wed	Thurs	Fri
2 Student Day	3 Student Day	4 Student Day	5 Student Day	6 Tentative Make-up Snow Day
9	10	11	12	13 – All Staff
Student Day	Student Day	Student Day	Student Day	8 Hour Workday Active Shooter Drill – RJSHS
16	17	18	19	20
Student Day	Student Day	Student Day	Student Day	No School Students/Staff
23	24	25	26	27
Student Day	Student Day	Student Day	Student Day	No School Students/Staff
30				
Student Day				

Note: Days labeled as “in-service” will be reserved for administration  
And/or site council planned or approved in-service activities.  
Days labeled as “workday” will have at least half the hours set aside for  
Staff to work on grades, lesson plans, etc..

Seniors Last Day  
RJSHS Graduation  
IJSHS Graduation  
HJSHS Graduation

May 24, 2018  
June 2, 2018  
June 2, 2018  
June 2, 2018

Updated 5/23/17

APPENDIX E  
FOOD SAFETY AND FOOD SECURITY AUTHORIZATION REQUIREMENTS

All food suppliers, including producers, manufacturers and distributors, must provide proof that they have a proactive food safety and food security program in place which meets or exceeds Sodexo Product Quality Assurance requirements. Food safety and food security programs should address each of the following technical topics (see below for more details):

- Regulatory Compliance
- Food Safety Programs (HACCP, GMPs, GAPs, Training)
- Sanitation Programs (SSOPs)
- Building and Facilities
- Pest and Rodent Control
- Plant and personnel practices
- Receiving, Storage and Distribution
- Processing Standards
- Packaging and Labeling
- Food Security / Defense
- Recall, Withdrawal and Stock Recovery

Individual supplier authorization requirements shall be based on the food products' risk level as evaluated by the Sodexo Product Quality Assurance Department. Sodexo reserves the right of flexibility when determining risk levels.

One of the two options below must be fulfilled for each food supplier location. Option 1 is the preferred authorization method. **Option 2 shall require pre-approval from the Sodexo Product Quality Assurance Department.**

Option 1

Food suppliers must undergo an audit or certification process by a Sodexo approved third party auditing firm with the frequency required by the Sodexo Product Quality Assurance Department based on the risk level of the food products. The audit must cover the technical areas listed above as they may apply to the location being audited.

Option 2

Food suppliers must submit a detailed, documented food safety and food security plan or program to the Sodexo Product Quality Assurance Department. Documented plans and programs should cover the technical areas listed above where and when applicable. Option 2 shall require pre-approval from the Sodexo Product Quality Assurance Department.

**Additional Requirements**

Food suppliers shall be required to meet or exceed Sodexo's category specific Product Quality Assurance "Specifications" (e.g. fresh produce, ground beef, raw meat and poultry, seafood, dairy, eggs, etc.) as determined by Sodexo's Supply Management and Product Quality Assurance Departments.

## **Technical Topic Requirements**

### **Regulatory Compliance**

All food suppliers, including producers, manufacturers and distributors, must comply with all applicable federal, state/provincial, and/or local regulations including, but not limited to:

**United States:** Food Safety Modernization Act 2011; Food Quality Protection Act 1996; Bioterrorism Preparedness and Response Act 2002; Consumer Protection and Allergen Labeling Act 2004

**Canada:** Food and Drugs Act 1985; Consumer Packaging and Labeling Act 1985; Canada Agricultural Products Act 1985; Canadian Food Inspection Agency Act 1997

Food suppliers must have a good working knowledge of regulations that apply to their operation(s).

### **Food Safety Programs (HACCP, GMPs, GAPs, Training)**

Food suppliers must demonstrate operation of a food safety management system based on HACCP (Hazard Analysis Critical Control Points) principles and supported by GMPs (Good Manufacturing Practices) and/or GAPs (Good Agricultural Practices) as appropriate. A food safety training program for employees must be in place.

### **Sanitation Programs (SSOPs).**

Food suppliers must have written protocols for the cleaning and sanitizing of all food-contact equipment based on SSOPs (Standard Sanitation Operation Procedures) as appropriate. An effective system for monitoring the sanitation process must be in place in accordance with all applicable regulations.

### **Buildings and Facilities**

Food suppliers' buildings, facilities, grounds and equipment must be constructed and maintained in manner consistent with regulatory requirements to prevent the contamination of food or food packaging materials. A potable water supply must be available. An adequate waste storage and removal system must be maintained.

### **Pest and Rodent Control**

Food suppliers must have a fully integrated written pest control program that prevents the potential or actual adulteration of foods or food packaging materials. Integrated Pest Management (IPM) systems are preferred.

### **Plant / Personnel Practices**

Food suppliers must have adequate facilities to ensure that proper personal hygiene practices are maintained in accordance with all regulatory requirements. Such facilities include, but are not limited to, restrooms and hand washing facilities; personal storage and changing facilities; and food consumption areas. A system for employee hygiene training must be in place.

#### Receiving, Storage and Distribution

Receiving, storage and distribution of raw ingredients, packaging and finished goods shall be under conditions that shall protect food against physical, chemical, and microbial contamination or cross-contamination as well as against deterioration of the food and the container.

#### Processing Standards

Food suppliers must have processing standards in place to prevent the growth of dangerous microorganisms in foods according to all applicable regulations. There must be measures in place to prevent foreign materials from entering the food and systems to prevent cross-contamination during processing and packaging. Adequate quality control methods should be used to ensure best practices.

#### Packaging and Labeling

All food products must be packaged and labeled according to all applicable regulations. Packaging must prevent contamination during shipping and storage. The label must clearly identify the product and ingredients. Applicable product code dates or lot numbers must be clear and legible on the cases and containers.

#### Food Security / Defense

Food suppliers must have an adequate food security / defense plan that addresses key elements including, but not limited to, management, human element, facility and operations. Food suppliers must comply with all applicable federal, state/provincial, and/or local regulations regarding food security.

#### Recall, Withdrawal and Stock Recovery Plan

Food suppliers must have product recall policies and procedures. Operations management must be informed of recalls within one working day of receipt of the notification. Product recall systems should be tested annually and the results of the tests documented. Recalls should clearly communicate the requirements for prompt removal, withdrawal and stock recovery, and/or disposal, as well as any required communication to clients and guests.

## 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.

Sodexo America, LLC.

NAME OF FOOD SERVICE MANAGEMENT COMPANY

Morrow County School District

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:

Brenda L. Coates

SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE

Vice President

TITLE

8-4-17

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.

Deirdre D. D. D.  
SIGNATURE OF LEA AUTHORIZED REPRESENTATIVE

Superintendent  
TITLE

8/14/17  
DATE



## 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.

Sodexo America, LLC.

NAME OF FOOD SERVICE MANAGEMENT COMPANY

Morrow County School District

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.

*Paul L. Corda* **Vice President** 8-4-17  
SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE

*Paul Duba Superintendant* 8/14/17  
SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE DATE

## 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.

Sodexo America, LLC.

10220 SW Greenburg Road, Suite 250

Portland, OR 97223

Name/Address of Organization

Brad Lozier, Vice President

Name/Title of Submitting Official

Brad L. Lozier

Signature

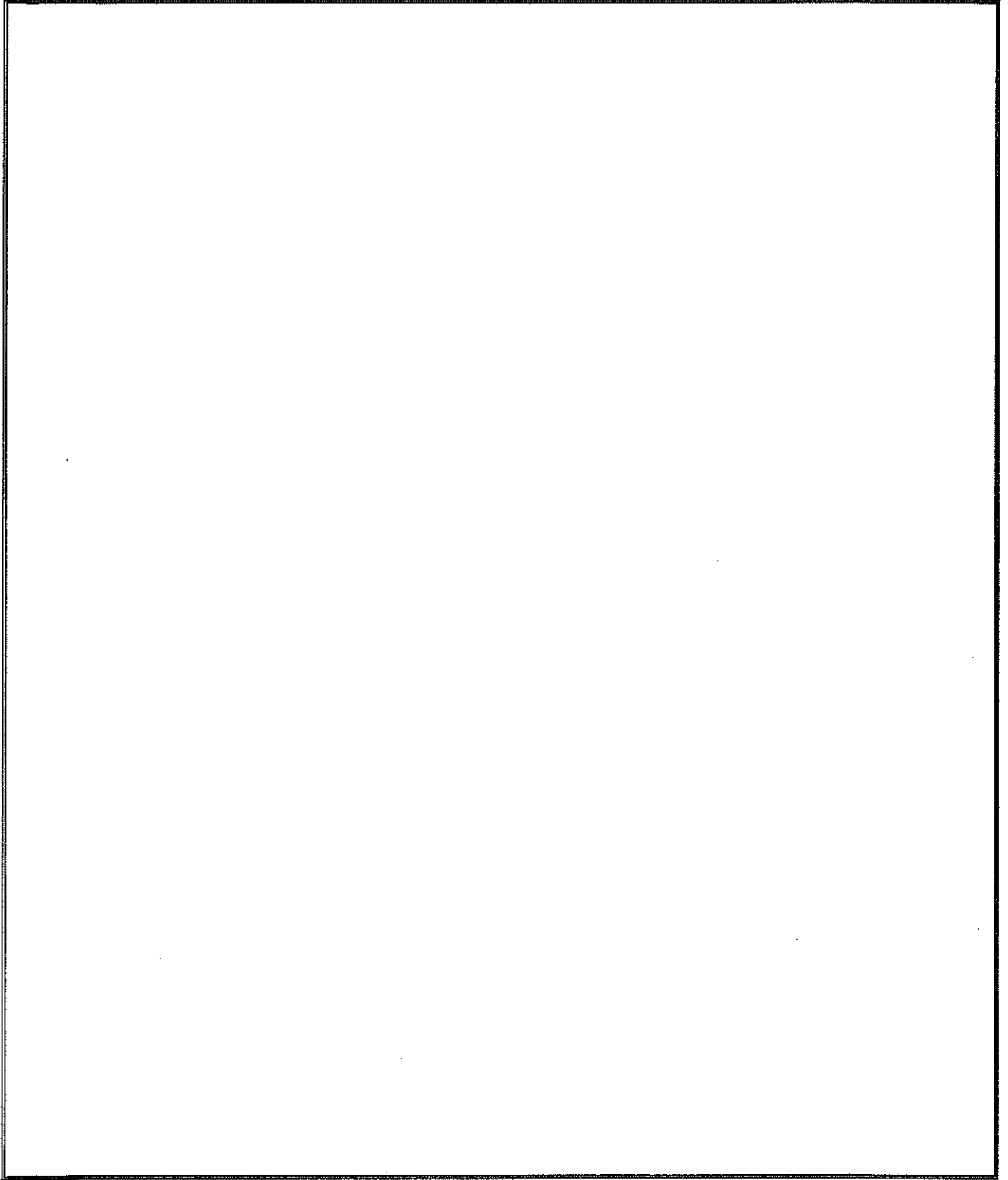
8.4-17

Date

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

1. Type of Federal Action: <div>A</div> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Actions <div>A/B</div> a. bid/offer/application b. initial award c. post-award		3. Report Types: <div>A</div> a. initial filing b. material change  For Material Change Only: Year <div></div> quarter <div></div> Date of last report <div></div>	
4. Name and Address of Reporting Entity: Sodexo Operations, LLC, on behalf of itself and all its subsidiaries. 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878  <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and A  Address of Prime:  Congressional District, if known: N/A		
6. Federal Department/Agency: U.S. Congress Department of Defense USDA			7. Federal Program Name/Description  CFDA Number, if applicable: <div></div>		
8. Federal Action Number, if known: Unknown			9. Award Amount, if known: \$ <div>Unknown</div>		
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): Sodexo Operations, LLC, on behalf of itself and all its subsidiaries. 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Montelongo, Michael; Montoya, Jessica; and Bukar, Nancy		
(attach Continuation Sheet(s) S F-LLL-A, if necessary)					
11. Amount of Payment (check all that apply):  <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply):  a. <input type="checkbox"/> retainer b. <input type="checkbox"/> one-time fee c. <input type="checkbox"/> commission d. <input type="checkbox"/> contingent fee e. <input type="checkbox"/> deferred f. <input checked="" type="checkbox"/> other, specify: In House Government Affairs Department		
12. Form of Payment (check all that apply):  <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature <div></div> value <div></div>					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated on Item 11:  Sodexo has not conducted any lobbying activities related to this or any other federal contract. Lobbying activities focus on general issues being addressed by the federal government.					
(attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
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: <div>Brad L. Lozier</div> Print Name: Brad Lozier Title: Vice President Telephone No.: 503-290-2056      Date: 8-4-17		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL		



## 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.
3. 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.
5. 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.
6. 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.
7. 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.
8. 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."
9. 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 50 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.

## Debarment and Suspension and Other Responsibility Matters Primary Covered Transactions

2 CFR 200.213- Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

**(Before completing certification, read instructions on next page.)**

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: Sodexo America, LLC.

Date: 8-4-17

Brad Lozier, Vice President

Name and Title of Authorized Representative



Signature of Authorized Representative

## INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page 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 "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 he or she 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 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 Non-procurement 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.