



A CAFE DINING PROPOSAL FOR PALISADES CHARTER HIGH SCHOOL



MASTER COPY



chartwells
eat. learn. live.

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PALISADES CHARTER HIGH SCHOOL

EXECUTIVE SUMMARY MAY 25, 2017

A successful school food and nutrition program is founded on a solid partnership with common goals that places students first. Taking a holistic approach to school nutrition, our team has developed a proposal that will deliver significant operational and financial benefits by building on the current foodservice programs. Based on these principles, key areas of focus for Palisades Charter High School include:

- ✓ Increased meal participation with health, wellness and education at the core
- ✓ Dedicated on-site and regional management support
- ✓ Comprehensive food handling, housekeeping and sanitation program
- ✓ Financial transparency
- ✓ Student and community engagement

This Summary serves to highlight the overall proposal, with supporting details in the body of the proposal. In preparing our response, we have strived to address each point listed in your **Objectives**, and to follow the format of your **Award Criteria**. You can be certain that each item has been addressed before digging into the proposal.

The Objectives of PCHS are:

1. To provide an appealing and nutritionally sound program for students as economically as possible.
2. To stimulate both student and adult participation in the program through improving relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn.
3. Increase participation at all levels of the foodservice program by improving meal quality, seeking student and parent input, offering menu variations, and improving planning.
4. To maintain reasonable prices for students and adults participating in the foodservice program.
5. To maintain student and staff morale at a high level.



HOW WE WILL MEET AND EXCEED YOUR OBJECTIVES

Operationally

We will present and agree to a unique set of Key Performance Indicators (KPIs), enabling us to measure, manage and monitor the quality and consistency of the entire foodservice program in complete partnership with Palisades Charter High School. Our KPIs will form the backbone of our program, creating a pathway for increased communication, fiscal transparency, increased meal participation and equally important student enrichment and community engagement. Operationally, our mission is to:

- ✓ Achieve a measurable and consistent level of food quality, including standards and presentation, that appropriately service students and staff
- ✓ Provide optimum customer satisfaction through regular engagement and enrichment
- ✓ Maintain a high quality of personnel through regular training and development according to USDA Professional Standards
- ✓ Continually strive for cost reducing opportunities and ideas to improve the foodservice program while keeping its integrity intact
- ✓ Professionally respond to and manage any changes to services which may occur over the term of the contract
- ✓ Develop and continue to develop clear methods of communication with the key stakeholders of Palisades Charter High School including staff, students, parents and the school board
- ✓ Continually review our foodservice program in line with the students' needs through a flexible menu cycle that changes with market trends, student insight and cultural requirements locally
- ✓ Provide real-time nutrition information through transformative technology that anyone can access



Leadership

Our Leaders Help Palisades Charter High School Succeed

We will make your job easier by providing Pali High with an experienced and dedicated dining services team. Our managers care about your students and work hard to provide nutritional meals and wellness education, all within a welcoming and comforting environment.

A successful foodservice program starts from the top. Our leaders will bring years of experience and extensive qualifications to PCHS, adding creativity, energy and excellence to all aspects of the dining program. Your students deserve the best, and our managers are committed to making that happen.

The Healthy, Hunger-Free Kids Act establishes minimum educational standards for employing school nutrition directors and minimum training standards for all personnel who manage and operate the National School Lunch and School Breakfast Program. Chartwells has developed guidance to ensure your school meets or exceeds these standards. Following is an overview of the management team that will be working with you to make your dining services program a success.

Director of Dining Services

The director of dining services will be the key person on-site in your school – your go-to for all elements of the program. Our directors are trained to balance the needs of students, school administrators and foodservice employees to ensure all-around great service and customer satisfaction. Our directors' qualifications are 100 percent compliant with USDA rules on professional standards and education.

Your director is an active member of your administrative team who can influence associate and student morale – and has the power to reduce turnover and increase associate job satisfaction. The director works closely with the regional executive chef to drive culinary direction that incorporates the distinctive elements of PCHS and your community. Our directors have the talent and commitment to meet the expectations you've established for the foodservice program.

Every director of dining services is evaluated on these key areas of responsibility:

- Customer satisfaction
- Financial execution
- Merchandising and food presentation
- Management relations and leadership skills

Access to Our Regional Registered Dietitian

Our Regional Dietitian Addie Virta, RD works to ensure a holistic approach is taken towards achieving health and wellness for students, parents, faculty and staff according to our eat. learn. live. philosophy.

The primary benefits of having access to a registered dietitian:

- Ensures menu complies with USDA and state school nutrition regulations
- Provides food nutrition information and promotions
- Conducts expert presentations for nutrition and health; includes sports nutrition and wellness
- Creates food and nutrition focused bulletin boards in the cafe, classroom and electronically
- Plans and deploys March "National Nutrition Month" and other nutrition and wellness activities
- Develops parent nutrition newsletter
- And much more!

Resident Dietitian Tara Conlon, MS, RD presents Chef Tables. Each month, Tara visits different schools throughout her district during the lunch to showcase a recipe featuring the monthly Food Focus. Samples are provided to all the students that wish to try as well as nutrition education on the health benefits of foods highlighted in the recipe prepared.



Access to Our Regional Executive Chef

Chef Michael Greco will act as an advisor, ensuring that PCHS provides nutritious, safe, eye-appealing, properly flavored foods. He will also provide guidance around maintaining a safe and sanitary work environment for all employees

The primary areas our chef will influence:

- Planning menus and utilization of commodities
- Estimating food consumption and purchases or requisitions foodstuff and kitchen supplies
- Directing food apportionment policy in compliance with federal and state policies for school breakfast and lunch programs
- Devising special dishes and developing recipes that your kids will love

Continuous Improvement

In order to meet the day-to-day requirements of Palisades Charter High School and achieve overall success, we propose a visitation schedule that takes a strategic approach. Our goal is to ensure that stakeholders are engaged at the right level and we ensure that the service improvements we have identified are realized.

Operational Contact Schedule

	Pre-opening	Termly	6 Monthly	Annual Operations Review	Purpose of Contact
Regional Vice President					<ul style="list-style-type: none"> Strategy planning Finance Review Discuss new aims and objectives of District and best way to align ourselves to these
District Manager					<ul style="list-style-type: none"> Contractual review and strategic planning Report operational success and challenges
Assistant Manager					<ul style="list-style-type: none"> To add strategic support to the contract and monitor consistency of standards and financial performance To meet with client and present termly reports RE finances / quality and innovations
Transition Team					<ul style="list-style-type: none"> Ensure a seamless integration of the new services Support the build-up and transition phase To assess the standards in each school post transition To meet with the individual school Business Managers and Principals to share best practice and new development initiatives
FSD					<ul style="list-style-type: none"> Present monthly report to Business Manager at each school, including accounts Quality audit including customer satisfaction monitoring Implementation of new service initiatives Communication with the school client contacts to review operations and present finances Work with the FSD together with the on-site teams to provide necessary support, training and development Review the service quality levels Develop the service strategy with the FSD Identify and release the appropriate company resources to support the individual schools needs Ensure consistency and high quality in line with our KPIs
Marketing Director					<ul style="list-style-type: none"> Consultation to agree marketing and promotion strategy Prepare and implement twelve month marketing plan Marketing support for onsite team across each school Agree innovations built around the schools' individual business needs
Health & Safety / Food Safety					<ul style="list-style-type: none"> Risk assessments and advice during transition phases Unannounced visits to every school once a year to do an audit on food hygiene and health and safety. If there are any other areas of concern, further visits would take place.
Regional Dietician					<ul style="list-style-type: none"> To audit the nutritional balance of the menus and assist with the menu planning Ensure we support healthy schools initiatives including all USDA regulations Lead the way in healthy informed choices for students Supports the schools' STEM curriculum links
Executive Chef					<ul style="list-style-type: none"> Skills and standards assessment Craft training co-ordination and delivery Food service and menu development Support the designing of new menus based around school and student requests Support the team during key events at individual schools Hands on craft training for kitchen teams Unannounced twice termly visits to assess and coach on food quality Craft training co-ordination and delivery Food service and menu development Support the designing of new menus based around the individual school and student requests Support the team during key events at individual schools
Human Resource					<ul style="list-style-type: none"> Staff during transition period Development and implementation of training plan Restructure advice and support Training plan progress review Policy and procedures audit

Marketing and Promotion

Based on our marketing, nutrition, culinary and operational expertise, we have created a tailored vision and comprehensive marketing plan specifically for Palisades Charter High School. Our program will focus on engagement, asking for student, staff and parent input while demonstrating that mindful choices developed around nutrition and wellness really do equal great food. The goal is to drive reimbursable meals at all points of service, generate feedback and engagement to generate useful intelligence, and re-engineer the menu built around student desires and school wellness policy. We need to generate participation in the process to increase participation in the program.

Financially

Chartwells understands the importance of making sure your nutrition services program is financially sound. We believe in a reasonable, transparent and straightforward approach when preparing your financial budget. The Cost Reimbursable contract creates a partnership between the FSMC and the School. Your vision and desires for the foodservice program are of utmost importance, and exceeding your goals is our highest priority.

Year 1 financial highlights include:

BEST VALUE!	
Fixed Cost Per Meal	Blended \$3.65
Initial Investment	Advertising and Promotion: \$3,500 Grand Opening Event: \$1,000 5 Biometric Readers: \$5,020 Kitchen Smallwares: \$8,000 Tilt Skillet: \$12,707 Double Stack Oven: \$10,000 Dishwasher: \$13,030 Warming Box: \$5,266 Nutrislice.com menu application: \$1,500 Culinary Arts Support: TBD

As the worlds largest culinary company, Compass Group and Chartwells K12 will support Palisade's Culinary Arts Program. Whether it is providing curriculum, training, mentorships, internships, or access to our job board - We will provide your students with unparralled access to our vast resources!

Our year one financial summary is derived from the information provided in the RFP, to include: Days of service, revenue and expenses provided, meals reported, current benefits and labor and reimbursements.

Chartwells Equipment Investment:

One of the biggest problems we encounter from other vendors is the promise of unrealistic and unproven sales projections. However, given the strength and stability of our parent company Compass Group PLC, combined with Chartwells' market-leading position throughout the United States, we have complete confidence in our ability to grow your foodservice program as a result of our proven capability. We know this because we have rigorously benchmarked all our financial projections to ensure we remain competitive but most importantly realistic in delivering fiscal balance to Palisades Charter High School. Investing in requested and recommended equipment will help us reach our sales projections and better serve your students.

identiMetrics Biometric Technology	\$5,020.00
Southbend Tilting Skillet	\$12,706.71
Hobart AM Select Dishwasher	\$13,029.74
Cres Cor Mobile Heated Cabinet	\$5,266.22
<u>Double Stack Oven</u>	<u>\$10,000.00</u>
	\$46,022.67

Recommended Equipment Investment by the School

Additionally, Chartwells will fund additional improvements to the SFA's premises to facilitate the performance of the foodservice program. The Additional Investment shall not exceed Thirty Seven Thousand Eight Hundred and Seventy-One Dollars and Eighty Cents (\$37,871.80). If Palisades Charter High School would like to proceed with the Additional Investment, it shall be amortized over a period of five years calculated on a straight-line depreciation basis beginning July 1, 2017 and ending June 30, 2022, with the monthly amortized cost of the Additional Investment not included in the fixed cost per meal billing rate. PCHS would be invoiced monthly for the depreciation as an allowable cost of the operation. PCHS would hold title to items funded by the Additional Investment at the time they are purchased and/or installed at Palisades' facility. If the contract is terminated or not renewed for any reason prior to the full amortization of the Additional Investment, the PCHS would select one of the following options: (i) pay the full amount of the unamortized portion of the Additional Investment immediately upon termination; (ii) retain any equipment or other items funded by the Additional Investment and continue to make payment to Chartwells in accordance with the agreed upon monthly amortization schedule; or (iii) require the successor food service management company to promptly pay Chartwells the unamortized portion of the Additional Investment in full and continuing to pay the remaining monthly amortization payments to such successor company instead of to Chartwells.

Southbend Convention Steamer	\$18,222.74
RanServe Hot Food Table	\$15,096.78
Glo-Ray Buffet Warmer	\$1,256.38
<u>Glo-Ray Merchandising Warmer</u>	<u>\$3,295.90</u>
	\$37,871.80



Benefits of Our Capability and Experience

Chartwells currently manages almost 600 public school districts. These districts range from one to hundreds of individual school locations. We serve approximately 2.6 million students in over 4,000 elementary, middle and high schools across the country. Our customers include kindergarten through twelfth grade students, school staff, administration, parents and community members. Most of the foodservice operations are governed by the National School Lunch and Breakfast Program and, therefore, strictly adhere to USDA meal planning guidelines. With over 30,000 associates, we are dedicated to providing our customers with the best school dining program possible. We have the longest history, the most clients, and the best retention rate in the business.

Our Commitment to Palisades Charter High School

Our proposal demonstrates our desire and commitment to deliver a truly holistic foodservice management program that centers on the future growth aspirations of PCHS, raising the profile of the school within the community.

We thank you for the opportunity and look forward to engaging in further dialogue with you by way of a follow up to our RFP submission.





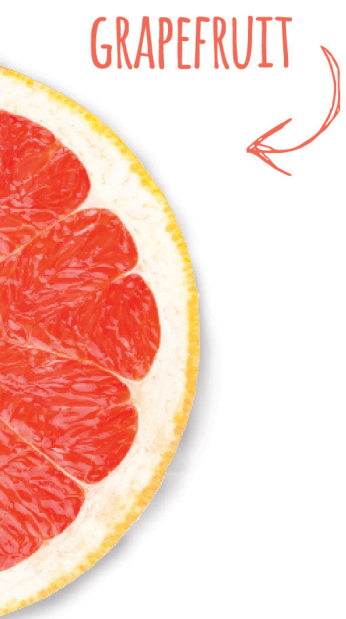
RADISHES



ROSEMARY



LIMES



GRAPEFRUIT



CHILI POWDER



ONIONS



PEPPER

A. COVER LETTER

**Nourishing Bodies,
Minds and Spirits**



A. Cover Letter

In this section:

- Name and Address of Responding Company
- Organizational Structure
- Federal Corporate Identification Number
- Primary Liaison
- Representative Authorized to Bind Chartwells
- Chartwells Willingness to Perform RFP Services
- Chartwells Ability to Perform Services Required by Scope of Work
- Statement Regarding Chartwells' Proprietary Information
- Chartwells' Certification Statement

May 24, 2017



Mr. Gregory Wood
Chief Business Officer
Palisades Charter High School
15777 Bowdoin Street
Pacific Palisades, CA 90272

Dear Mr. Wood:

It is with great thought and consideration that we submit this proposal for **Consulting Services** for the Palisades Charter High School's foodservice program. As you may know, Chartwells is the leading provider of K12 school foodservice management in the country, partnering with 600 school districts in 36 states, serving 2.6 million students per day. We have been providing meals to public school districts here in California since 1974, when we first partnered with the William S. Hart Union High School District. We are proud to say that our partnership remains uninterrupted after 43 years with that district.

Per your RFP proposal requirements, please find the following:

Name of Proposing Company:	Chartwells
Organizational Structure:	Corporation
Corporate Identification Number:	56-1874931
Primary Liaison:	Julie Veal, Regional Director 310 Gardendale Road, Encinitas, CA 92024 p: 442-222-0135 julie.veal@compass-usa.com
Authorized Contract Respondent:	Rhonna Cass, Division President 216 West Diversey Ave., Elmhurst, IL 60126 p: 630-993-7532 f: 704-295-5939 rhonna.cass@compass-usa.com
Willingness to Perform:	Chartwells expressly states that we have the willingness to perform the services as described in your RFP.
Ability to Perform:	Chartwells expressly states that we have the ability to perform the services required in your Statement of Work, including the availability of staff and other required resources to meet all deliverables as described in your RFP.
Proprietary Information:	Chartwells expressly states that any proprietary information, if applicable, will clearly be marked in the upper right hand corner of those pages to be considered proprietary. We acknowledge that our entire proposal cannot be considered proprietary.

All of us at Chartwells are dedicated to a **win-win partnership** with the Palisades Charter High School. We are committed to providing the best consulting services to your school, your students and your community. Our support team is ready to move forward upon your selection of Chartwells as your foodservice consultant starting with the approval of your school board on June 6, 2017, with an anticipated date to begin services on July 1, 2017.

Finally, Chartwells includes the following certification: *"By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all Attachments required to be submitted as part of the proposal are certified to be true and binding upon our company."*

Sincerely,



Julie Veal
Regional Director, Sales
Chartwells

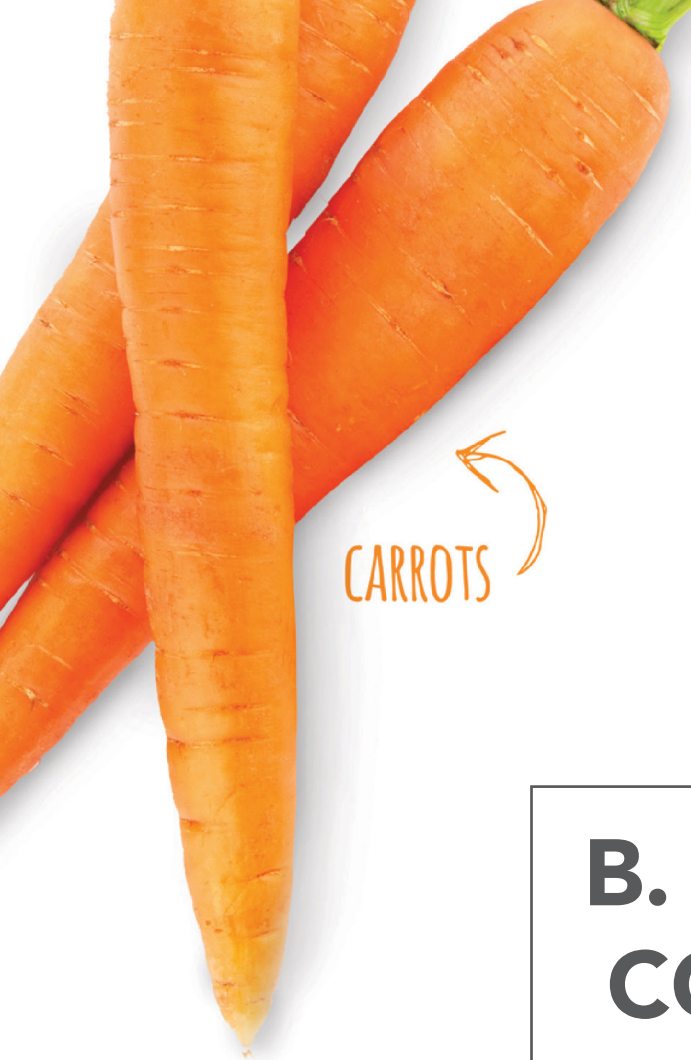


Rhonna Cass
President
Chartwells

PROPOSAL EVALUATION CRITERIA

PROPOSAL EVALUATION CRITERIA

Evaluation Criterion	Points Assigned to Criterion	Evidence of Chartwells Commitment to Achieve All Points
Administrative Requirements	10 Points	Chartwells: 10 Points
Chartwells has included all the required information in accordance with the General Instructions and Proposal Requirements in the body of our proposal. Our experience in the state of California and understanding of proper bidding practices should be evident in our proposal offering and actions during the process.		
Experience with School Breakfast and NSLP	10 Points	Chartwells: 10 Points
Chartwells combines the value and experience of a global food service network with the on-site expertise of local management- to include regional support for Palisades Charter High School. Chartwells serves 2.6 million reimbursable school meals per day in nearly 600 school districts nationwide. With a 98.2% retention rate, we know how create successful partnerships. Chartwells has been in the business longer, has more districts, and a better client retention rate than any other competitor! No one has more collective success in K-12 FSMC service than Chartwells.		
Understands & Ability to Perform	10 Points	Chartwells: 10 Points
We have the resources, the experience and the hand-on knowledge to smoothly transition your school food and nutrition program, bringing improvements that entice students, increase participation, and improve profitability at your district. We have done our due diligence to understand what is important to you and your students, and are confident that we will be the best choice in a partner that will help nourish the minds and bodies of PCHS's youth. We have addressed the current state of Pali's Nutrition Services Program, identified areas of opportunity, and outlined a plan of action to address those opportunities.		
Results of Food Sampling	15 Points	Chartwells: 15 Points
We're always looking at improvements we can make based on your feedback, our research and what we learn from students. To achieve that goal, we regularly review the performance of our programs and measure the results against our goals. We thank PCHS for the two tasting opportunities we've had with your stakeholders, but these occasions are only the beginning. Pali High's menus will evolve with input from the students and staff.		
Financial Stability	10 Points	Chartwells: 10 Points
We are financially stable. You can rely on Chartwells as your long-term partner. In today's economy, not every company can make this commitment. Compass Group/Chartwells has the strongest balance sheet in our industry. We have provided for your review (as part of this proposal) three years' worth of Audited Financial results. We ask you to compare the financial standing of our company against the financial standing of any other company's proposals you receive.		
Corporate Capability & Experience	10 Points	Chartwells: 10 Points
Palisade Charter High School can be assured that Chartwells has both the knowledge and hands-on experience with the National School Lunch Program and School Breakfast Program, as well as 43 years of experience working closely with CDE and USDA to ensure that our partnered school districts in California meet or exceed all guidelines and regulatory requirements. In fact, Chartwells and our partnered districts in the state of California have never failed a CDE/USDA Audit or Administrative Review. Additionally, you have observed and received first-hand feedback from our client at Birmingham Charter School that will attest to our capabilities.		
Cost	35 Points	Chartwells: 35 Points
The primary factors that impact the FCPM agreement proposed by Chartwells are food and supply costs, labor & benefits, and other operational expenses. We believe we can offer the best value in each of these categories and have the history to prove it. Chartwells is committed to providing staff training, marketing and merchandising along with an investment in a Biometric System and Equipment that will help increase participation. Not only will the new equipment provide much needed updates, but they will help to increase the speed of service. We are also offering equipment "outside the rate", that will additionally optimize efficiencies during the meal periods.		
Total Points Possible	60 Points	Chartwells: 100 Points



CARROTS



PEPPERS



CUCUMBERS



SQUASH



GREEN BEAN



LETTUCE



TOMATOES

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Exceeding Expectations

GARDEN VEGETABLES IS THE FOOD FOCUS FOR THE MONTH OF APRIL!

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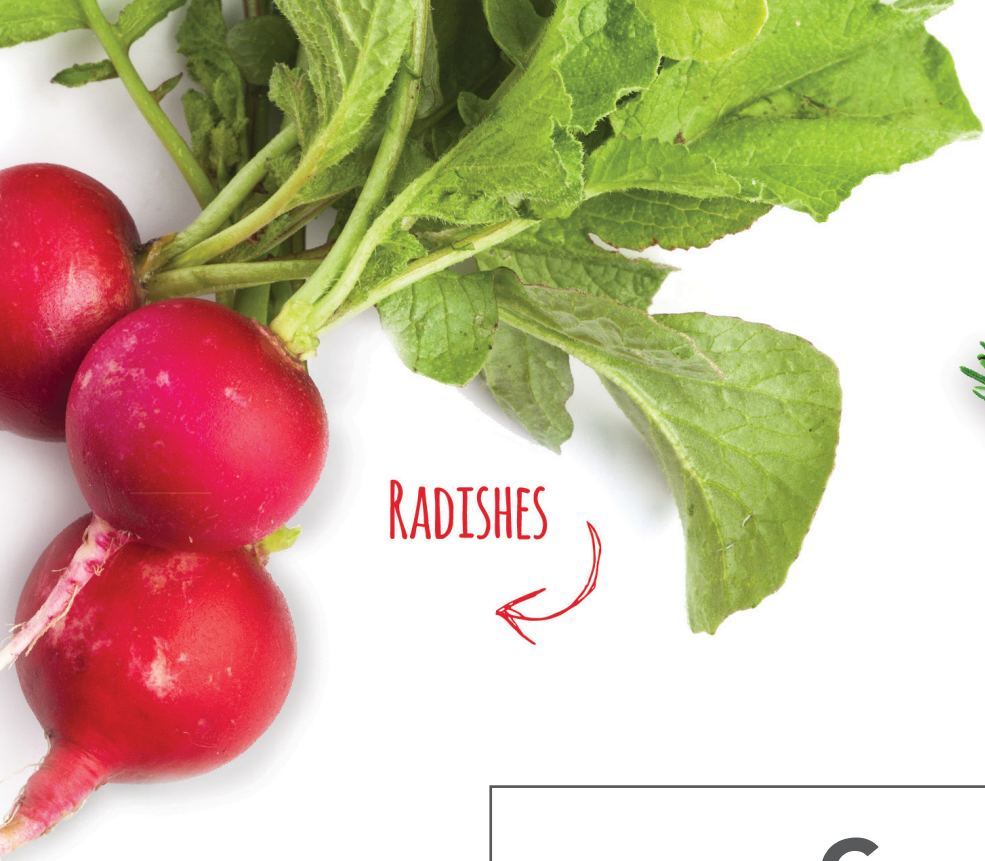
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This proposal, designed specifically for Palisades Charter High School is confidential to Compass Group USA Inc. (Compass). Except with prior written approval by Compass, dissemination to others outside of your organization is not allowed. However, Chartwells has acknowledged in our cover letter (as per your RFP on page 5) and again restates it here, that our entire proposal cannot be considered proprietary.

This proposal is valid for 90 days after its presentation and/or delivery to you.



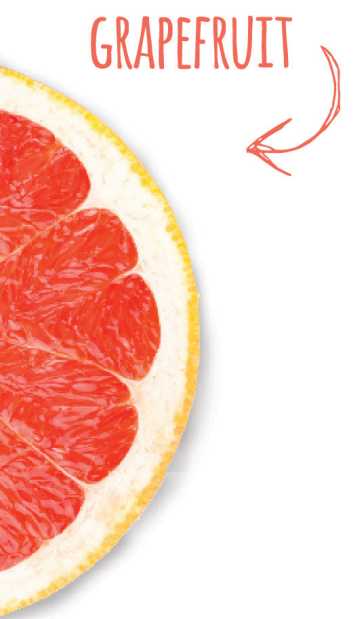
RADISHES



ROSEMARY



LIMES



GRAPEFRUIT

C.
ATTACHMENTS
CHECKLIST

No One Serves Students
 Better Than Chartwells



CHILI POWDER



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Attachment B

Attachments Checklist

Compass Group, NAD / Chartwells K12

Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or "x" next to each item submitted to the SFA. For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

Attachment	Attachment Name
<u> X </u> 1	Cover Letter
<u> X </u> 2	Table of Contents
<u> X </u> 3	Attachments Checklist
<u> X </u> 4	Required Attachments
<u> X </u> 5	Minimum Qualifications
<u> X </u> 6	Professional Standards
<u> X </u> 7	Proposal Questionnaire
<u> X </u> 8	Respondent References
<u> X </u> 9	Authorization Agreement
<u> X </u> 10	Fee Proposal
<u> X </u> 11	Certifications



CITRUS FRUITS

SUMMER VEGETABLES



GARDEN VEGETABLES



BERRIES



DRIED FRUITS



HERB SP

D. REQUIRED ATTACHMENTS

We are reliable, ethical, experienced, dedicated



RED & ORANGE VEGETABLES



DARK LEAFY GREENS



ROOT VEGETABLES

CHARTWELLSK12.COM

CRUCIFEROUS VEGETABLES



Attachment A – Mandatory Tour

Attachments

Attachment A

Mandatory Tour/Sampling Schedule

The Mandatory Tour will include an escorted tour.

- The tour schedule includes the sites listed below.
- Prospective Respondents may not contact any sites or employees outside of the scheduled visit.
- The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

TOUR SCHEDULE

Tour begins at **Tuesday May 9, 2017-3PM**
Where: **15777 Bowdoin St. Pacific Palisades, CA 90272**

SAMPLING SCHEDULE

A mandatory sampling/tasting of the FMSC's menu items is desired. After the issuance of the RFP, a sampling for up to 30 stakeholders will need to be scheduled during the week of May 15th (3 pm). Stakeholders will provide the SFA with input on this sampling that will be used in the overall evaluation of the RFP (see above).

The SFA thanks all Respondents for abiding by our request to keep the disruption caused by the visit to a minimum.

Attachment I

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 7 *CFR*, Part 3018, "New Restrictions on Lobbying," 7 *CFR*, Part 3017, "Government-wide Debarment and Suspension (Nonprocurement)," and 7 *CFR*, Part 3021, "Government-wide Requirements for Drug-Free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the SFA determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Title 31, *U.S. Code* (31 *U.S.C.*) Section 1352, and implemented at 7 *CFR*, Part 3018, for a person entering into a grant or cooperative agreement over \$100,000, as defined at 7 *CFR*, Section 3018.105, the applicant certifies that:

- a) 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b) 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 these instructions; and
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

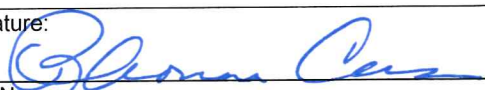
NOT APPLICABLE

Attachment J

Disclosure Of Lobbying Activities and Instructions

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

Approve

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 <input type="checkbox"/> b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <input type="checkbox"/> Tier, if known Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 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: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)		
11. 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: Rhonna Cass		
	Title: CEO, Chartwells K-12		
	Telephone No: (914) 935-5300	Date: 5/15/17	
FEDERAL USE ONLY:		Authorized for Local Reproduction Standard Form (SF—LLL (Rev. 7-97)	

Attachment K


Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 *CFR* Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 *CFR* Section 3017.200:

- A. The contractor certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, 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.
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Compass Group USA, Inc., by and through its Chartwells Division
Contractor/Company Name Award Number, Contract Number, or Project Name

Rhonna Cass, CEO, Chartwells K-12
Name(s) and Title(s) of Authorized Representatives


Signature(s) 5/15/17
Date

Attachment L

Certificate of Independent Price Determination

Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

Compass Group USA, Inc., by and through its Chartwells Division / Palisades Charter High School
Name of FSMC / Name of SFA

A. By submission of this offer, the offeror (FSMC) 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 the case of an advertised 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 offeror 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 the 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 vendor and 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 (provide detail):

[Handwritten signature of Rhonna Cass]

Signature of FSMC's Authorized Representative

Rhonna Cass, CEO, Chartwells K-12
Title

5/15/17
Date

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

Signature of SFA's Authorized Representative

Title

Date

Note: Accepting a Respondent's offer does not constitute award of the contract.

21-day Sample Menus

Nutritious & Delicious

From the student perspective, it's all about the food.

Your students want to eat foods that look and taste great. School administrators want all of that, too, along with healthy ingredients and a budget that meets your needs. We deliver in all three areas. When you partner with Chartwells, it truly is all about the food!

Our food (prepared with fresh, local ingredients from right here in the Central Valley) will be made from scratch in your kitchens – by your current staff – and it is what sets Chartwells apart from your current vendor. It's why three public school districts have made the switch from your previous incumbent vendor to Chartwells over the past 18 months.

Nutrislice brings the latest technology to help make menus, nutrition and allergy information easy to access for your students and families in all of our schools. We've taken the student experience to the next level by creating a customized solution via the mobile app, dynamic websites, digital signage integrated to our proprietary menu planning software – Webtrition. Combined with a custom portfolio of more than 1,000 original photos of what's actually on the menu, recipe descriptions and latest news, our partners have given this solution rave reviews!

The advertisement features a smartphone on the left displaying the Nutrislice app interface. The app shows a photo of a Cobb Salad, the title "Cobb Salad", and a detailed description: "This is a healthier version of a traditional Cobb salad. Dark leafy green salad mix decorated with chopped lower sodium turkey breast, hard boiled egg, shredded low fat Mozzarella cheese and assorted vegetables." Below the description are icons for "Milk" and "Egg". At the bottom of the app screen, it shows "1 serving" with a "serving size" of "140" and "calories". To the right of the phone, the text reads: "And, there's an App for that. Download the free Nutrislice app on Google Play or the App store." Below this text are two buttons: "Download on the App Store" and "Get it on Google play".



Secondary Breakfast Menu 2017-2018

Monday	Tuesday	Wednesday	Thursday	Friday
		16	17	18
		Western Scrambled Eggs <i>Tater Tots</i> Soft Flour Tortilla Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Homemade French Toast Pork Sausage Patty Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Scrambled Eggs with Cheddar Cheese Bacon Soft Flour Tortilla Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>
21	22	23	24	25
Egg, Ham & Cheese Waffle Sandwich <i>Turkey Sausage Link</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Homemade Pancakes <i>Pork Sausage Patty</i> <i>Banana and Strawberry Slices</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Chorizo Breakfast Burrito <i>Tater Tots</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Whole Grain Waffles <i>Turkey Sausage Link</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Scrambled Eggs with Cheddar Cheese Bacon Soft Flour Tortilla Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>
28	29	30	31	1
Homemade Blueberry Pancake <i>Pork Sausage Patty</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Homemade Cheese Pizza Bagels <i>Tater Tots</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Western Scrambled Eggs <i>Tater Tots</i> <i>Soft Flour Tortilla</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Homemade French Toast <i>Fully Cooked Pork Sausage Link</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Scrambled Eggs with Cheddar Cheese Bacon Soft Flour Tortilla Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>



Secondary Breakfast Menu 2017-2018

Monday	Tuesday	Wednesday	Thursday	Friday	
4	5	6	7	8	
HOLIDAY	Homemade Pancakes <i>Pork Sausage Patty</i> <i>Cinnamon Peach Slices</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Chorizo Breakfast Burrito <i>Tater Tots</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Whole Grain Waffles <i>Turkey Sausage Link</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Scrambled Eggs with Cheddar Cheese <i>Bacon</i> <i>Soft Flour Tortilla</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	
	11	12	13	14	
	Homemade Blueberry Pancake <i>Pork Sausage Patty</i> <i>Assorted Fruit Juice</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Homemade Cheese Pizza Bagels <i>Tater Tots</i> <i>Assorted Fruit Juice</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Cinnamon Mini French Toast Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Ham, Egg & Cheese Burrito <i>Tater Tots</i> <i>Assorted Fruit Juice</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	Egg, Ham & Cheese Waffle Sandwich <i>Turkey Sausage Link</i> <i>Assorted Fruit Juice</i> Breakfast Sausage Pizza Pork Sausage, Egg, & Cheese Bagel Sausage & Egg on English Muffin Apple & Cherry Frudel Mini Cinnis Assorted Cereal <i>Honey Graham Crackers</i> <i>Low Fat Mozzarella String Cheese</i> <i>Assorted Fruit Juice</i> <i>Fresh Whole Fruit</i> <i>Assorted Milk</i>	

BREAKFAST: A full student breakfast includes a choice of entree supplying grain and/or protein, two (2) fruit side dishes and choice of milk. Milk choices include 1% white and skim chocolate.

USDA is an equal opportunity employer and provider.



Secondary Lunch Menu Days 1-3

	Monday	Tuesday	Wednesday	Thursday	Friday
create			General Tso's Chicken Rainbow Veggie Medley Asian Brown Rice	Nachos with Shredded Cheddar Diced Chicken	Philly Cheese Steak Seasoned Fries
2mato			Classic Pepperoni Pizza Classic Cheese Pizza Veggie Lover's Pizza	Classic Pepperoni Pizza Classic Cheese Pizza Marguerite Flatbread	Classic Pepperoni Pizza Classic Cheese Pizza BBQ Chicken Pizza
grill'd			Chicken Bacon Cheddar Melt Crispy Chicken Patty Sandwich Gardenburger on Whole Grain Beef Hot Dog on Whole Wheat Classic American Cheeseburger Oven Baked Fries	Toasted Turkey Club Crispy Chicken Patty Sandwich Gardenburger on Whole Grain Classic American Cheeseburger Spicy Chicken Sandwich Oven Baked Fries	BBQ Cheddar Chicken Sandwich Classic American Cheeseburger Gardenburger on Whole Grain Beef Hot Dog on Whole Wheat Spicy Chicken Sandwich Oven Baked Fries
ON THE GO			Peanut Butter & Jelly Sandwich Chicken Caesar Salad Whole Grain Dinner Roll	Toasted Turkey & Bacon Sandwich Chicken BLT Salad Whole Grain Dinner Roll	Grilled Chicken Bacon Club Buffalo Popcorn Chicken Salad Whole Grain Dinner Roll
extra extra			Chopped Romaine Lettuce Power Carrot Sticks Corn & Black Bean Salad with Salsa Sliced Cucumbers Fresh Broccoli Florets Fresh Whole Fruit Assorted Chilled Fruit Ketchup Just Mayo Mustard Assorted Milk	Chopped Romaine Lettuce Sliced Tomatoes Garbanzo Beans Sliced Cucumbers Fresh Broccoli Florets Fresh Whole Fruit Assorted Chilled Fruit Fresh Jicama Sticks Ketchup Just Mayo Mustard Assorted Milk	Chopped Romaine Lettuce Power Carrot Sticks Corn & Black Bean Salad with Salsa Sliced Cucumbers Fresh Broccoli Florets Fresh Whole Fruit Assorted Chilled Fruit Ketchup Just Mayo Mustard Assorted Milk





Secondary Lunch Menu Days 4-8

	Monday	Tuesday	Wednesday	Thursday	Friday
create	Alfredo Chicken Pasta Alfredo Marinated Vegetable Gardeneria Whole Grain Dinner Roll	Mexicali Beef & Bean Tamale Pie Mexican Style Pinto Beans Whole Grain Dinner Roll Mexican Rice	Herbed Beef Italiano Whole Grain Dinner Roll Fresh Caesar Salad	Nachos with Shredded Cheddar Fajita Style Chicken	BBQ Pulled Pork Sandwich Buttermilk Coleslaw
2 tomato	Classic Pepperoni Pizza Classic Cheese Pizza Chicken Bruschetta Flatbread	Classic Pepperoni Pizza Classic Cheese Pizza Veggie Lover's Pizza	Classic Pepperoni Pizza Classic Cheese Pizza Chicken Alfredo and Broccoli Pizza	Classic Pepperoni Pizza Classic Cheese Pizza Veggie Lover's Pizza	Classic Pepperoni Pizza Classic Cheese Pizza Grilled Chicken & Cheese Calzone
grill'd	Toasted Turkey & Bacon Sandwich Crispy Chicken Patty Sandwich Gardenburger on Whole Grain Classic American Cheeseburger Spicy Chicken Sandwich Oven Baked Fries	Hot Turkey Ham & Cheese Bagel Crispy Chicken Patty Sandwich Gardenburger on Whole Grain Beef Hot Dog on Whole Wheat Classic American Cheeseburger Oven Baked Fries	Classic American Cheeseburger Mozzarella & Roasted Vegetable Panin Gardenburger on Whole Grain Whole Grain Turkey Corn Dog Spicy Chicken Sandwich Oven Baked Fries	Mozzarella and Pepperoni Panini Classic American Cheeseburger Gardenburger on Whole Grain Beef Hot Dog on Whole Wheat Crispy Chicken Patty Sandwich Oven Baked Fries	Classic American Cheeseburger Crispy Chicken Patty Sandwich Gardenburger on Whole Grain Whole Grain Turkey Corn Dog Spicy Chicken Sandwich Oven Baked Fries
ON THE GO	Italian Panini Satsuma Cobb Salad Whole Grain Dinner Roll	BBQ Chicken Pita Sandwich Roast Turkey Club Salad Whole Grain Dinner Roll	Italian Hoagie Chicken Caesar Salad Whole Grain Dinner Roll	Peanut Butter & Jelly Sandwich Classic Chicken Salad Over Lettuce Whole Grain Dinner Roll	Turkey BLT Sandwich Green Salad with Turkey Whole Grain Dinner Roll
extra extra	Chopped Romaine Lettuce Sliced Tomatoes Garbanzo Beans Sliced Cucumbers Fresh Broccoli Florets Fresh Whole Fruit Assorted Chilled Fruit Ketchup Just Mayo Mustard Assorted Milk	Chopped Romaine Lettuce Power Carrot Sticks Corn & Black Bean Salad with Salsa Sliced Cucumbers Fresh Broccoli Florets Fresh Whole Fruit Assorted Chilled Fruit Ketchup Just Mayo Mustard Assorted Milk	Chopped Romaine Lettuce Power Carrot Sticks Corn & Black Bean Salad with Salsa Sliced Cucumbers Fresh Broccoli Florets Fresh Whole Fruit Assorted Chilled Fruit Ketchup Just Mayo Mustard Assorted Milk	Chopped Romaine Lettuce Sliced Tomatoes Garbanzo Beans Sliced Cucumbers Fresh Broccoli Florets Fresh Whole Fruit Assorted Chilled Fruit Fresh Jicama Sticks Ketchup Just Mayo Mustard Assorted Milk	Chopped Romaine Lettuce Power Carrot Sticks Corn & Black Bean Salad with Salsa Sliced Cucumbers Fresh Broccoli Florets Fresh Whole Fruit Assorted Chilled Fruit Ketchup Just Mayo Mustard Assorted Milk





Secondary Lunch Menu Days 9-13

	Monday	Tuesday	Wednesday	Thursday	Friday
create	Spicy Sweet Chili Chicken <i>Asian Brown Rice</i> <i>Fresh Stir Fried Vegetables</i>	Fajita Style Chicken <i>Sauteed Bell Peppers and Onions</i> <i>Mexican Rice</i> <i>Mexican Rice</i>	Cajun Chicken Thighs <i>Orange Rice Pilaf</i> <i>Seasoned Corn</i>	Beef Macho Nachos	Creamy Chicken Broccoli Casserole <i>Fresh Broccoli and Baby Carrots</i> <i>Whole Grain Dinner Roll</i>
2.0 mato	Classic Pepperoni Pizza Classic Cheese Pizza Veggie Lover's Pizza	Classic Pepperoni Pizza Classic Cheese Pizza Chicken Florentine Flatbread	Classic Pepperoni Pizza Classic Cheese Pizza Veggie Lover's Pizza	Classic Pepperoni Pizza Classic Cheese Pizza Italian Stromboli	Classic Pepperoni Pizza Classic Cheese Pizza Veggie Lover's Pizza
grill'd	Classic American Cheeseburger Crispy Chicken Patty Sandwich Gardenburger on Whole Grain Beef Hot Dog on Whole Wheat Spicy Chicken Sandwich <i>Oven Baked Fries</i>	Toasted Turkey Club Spicy Chicken Sandwich Gardenburger on Whole Grain Classic American Cheeseburger Spicy Chicken Sandwich <i>Oven Baked Fries</i>	BLT Burger Classic American Cheeseburger Gardenburger on Whole Grain Beef Hot Dog on Whole Wheat Spicy Chicken Sandwich <i>Oven Baked Fries</i>	Toasted Turkey Patty Melt Crispy Chicken Patty Sandwich Gardenburger on Whole Grain Beef Hot Dog on Whole Wheat Classic American Cheeseburger <i>Oven Baked Fries</i>	Classic American Cheeseburger Crispy Chicken Patty Sandwich Gardenburger on Whole Grain Beef Hot Dog on Whole Wheat Spicy Chicken Sandwich <i>Oven Baked Fries</i>
ON THE GO	Grilled Chicken Bacon Club Mandarin Chicken Salad <i>Whole Grain Dinner Roll</i>	Turkey Ham & Lettuce Hoagie Buffalo Popcorn Chicken Salad <i>Whole Grain Dinner Roll</i>	Peanut Butter & Jelly Sandwich Chicken Caesar Salad <i>Whole Grain Dinner Roll</i>	Toasted Turkey & Bacon Sandwich Chicken BLT Salad <i>Whole Grain Dinner Roll</i>	Grilled Chicken Bacon Club Buffalo Popcorn Chicken Salad <i>Whole Grain Dinner Roll</i>
extra extra	<i>Chopped Romaine Lettuce</i> <i>Sliced Tomatoes</i> <i>Garbanzo Beans</i> <i>Sliced Cucumbers</i> <i>Fresh Broccoli Florets</i> <i>Fresh Whole Fruit</i> <i>Assorted Chilled Fruit</i> <i>Ketchup</i> <i>Just Mayo</i> <i>Mustard</i> <i>Assorted Milk</i>	<i>Chopped Romaine Lettuce</i> <i>Power Carrot Sticks</i> <i>Corn & Black Bean Salad with Salsa</i> <i>Sliced Cucumbers</i> <i>Fresh Broccoli Florets</i> <i>Fresh Whole Fruit</i> <i>Assorted Chilled Fruit</i> <i>Ketchup</i> <i>Just Mayo</i> <i>Mustard</i> <i>Assorted Milk</i>	<i>Chopped Romaine Lettuce</i> <i>Power Carrot Sticks</i> <i>Corn & Black Bean Salad with Salsa</i> <i>Sliced Cucumbers</i> <i>Fresh Broccoli Florets</i> <i>Fresh Whole Fruit</i> <i>Assorted Chilled Fruit</i> <i>Ketchup</i> <i>Just Mayo</i> <i>Mustard</i> <i>Assorted Milk</i>	<i>Chopped Romaine Lettuce</i> <i>Sliced Tomatoes</i> <i>Garbanzo Beans</i> <i>Sliced Cucumbers</i> <i>Fresh Broccoli Florets</i> <i>Fresh Whole Fruit</i> <i>Assorted Chilled Fruit</i> <i>Fresh Jicama Sticks</i> <i>Ketchup</i> <i>Just Mayo</i> <i>Mustard</i> <i>Assorted Milk</i>	<i>Chopped Romaine Lettuce</i> <i>Power Carrot Sticks</i> <i>Corn & Black Bean Salad with Salsa</i> <i>Sliced Cucumbers</i> <i>Fresh Broccoli Florets</i> <i>Fresh Whole Fruit</i> <i>Assorted Chilled Fruit</i> <i>Ketchup</i> <i>Just Mayo</i> <i>Mustard</i> <i>Assorted Milk</i>





Secondary Lunch Menu Days 14-17

	Monday	Tuesday	Wednesday	Thursday	Friday
create		Mashed Potato & Chicken Bowl <i>Whole Grain Dinner Roll</i>	Herbed Chicken Breast <i>Garlic Mashed Potatoes</i> <i>Lemon Rice Pilaf</i>	Nachos with Shredded Cheddar <i>Fajita Style Chicken</i>	Rotini with Italian Meat Sauce <i>Roasted Italian Vegetables</i>
2mato		Classic Pepperoni Pizza Classic Cheese Pizza Buffalo Chicken Flatbread	Classic Pepperoni Pizza Classic Cheese Pizza Veggie Lover's Pizza	Classic Pepperoni Pizza Classic Cheese Pizza BBQ Chicken Pizza	Classic Pepperoni Pizza Classic Cheese Pizza Veggie Lover's Pizza
grill'd		BBQ Cheddar Burger Classic American Cheeseburger Gardenburger on Whole Grain Beef Hot Dog on Whole Wheat Spicy Chicken Sandwich <i>Oven Baked Fries</i>	Toasted Turkey & Bacon Sandwich Crispy Chicken Patty Sandwich Gardenburger on Whole Grain Whole Grain Turkey Corn Dog Classic American Cheeseburger <i>Oven Baked Fries</i>	Classic American Cheeseburger Toasted Triple Cheese Gardenburger on Whole Grain Beef Hot Dog on Whole Wheat Spicy Chicken Sandwich <i>Oven Baked Fries</i>	Classic American Cheeseburger Crispy Chicken Patty Sandwich Gardenburger on Whole Grain Whole Grain Turkey Corn Dog Spicy Chicken Sandwich <i>Oven Baked Fries</i>
ON THE GO		BBQ Chicken Pita Sandwich Roast Turkey Club Salad <i>Whole Grain Dinner Roll</i>	Italian Hoagie Chicken Caesar Salad <i>Whole Grain Dinner Roll</i>	Peanut Butter & Jelly Sandwich Classic Chicken Salad Over Lettuce <i>Whole Grain Dinner Roll</i>	Turkey BLT Sandwich Green Salad with Turkey <i>Whole Grain Dinner Roll</i>
extra extra		Chopped Romaine Lettuce <i>Power Carrot Sticks</i> <i>Corn & Black Bean Salad with Salsa</i> <i>Sliced Cucumbers</i> <i>Fresh Broccoli Florets</i> <i>Fresh Whole Fruit</i> <i>Assorted Chilled Fruit</i> <i>Ketchup</i> <i>Just Mayo</i> <i>Mustard</i> <i>Assorted Milk</i>	Chopped Romaine Lettuce <i>Power Carrot Sticks</i> <i>Corn & Black Bean Salad with Salsa</i> <i>Sliced Cucumbers</i> <i>Fresh Broccoli Florets</i> <i>Fresh Whole Fruit</i> <i>Assorted Chilled Fruit</i> <i>Ketchup</i> <i>Just Mayo</i> <i>Mustard</i> <i>Assorted Milk</i>	Chopped Romaine Lettuce <i>Sliced Tomatoes</i> <i>Garbanzo Beans</i> <i>Sliced Cucumbers</i> <i>Fresh Broccoli Florets</i> <i>Fresh Whole Fruit</i> <i>Assorted Chilled Fruit</i> <i>Fresh Jicama Sticks</i> <i>Ketchup</i> <i>Just Mayo</i> <i>Mustard</i> <i>Assorted Milk</i>	Chopped Romaine Lettuce <i>Power Carrot Sticks</i> <i>Corn & Black Bean Salad with Salsa</i> <i>Sliced Cucumbers</i> <i>Fresh Broccoli Florets</i> <i>Fresh Whole Fruit</i> <i>Assorted Chilled Fruit</i> <i>Ketchup</i> <i>Just Mayo</i> <i>Mustard</i> <i>Assorted Milk</i>





Secondary Lunch Menu Days 18/21

	Monday	Tuesday	Wednesday	Thursday	Friday
create	Jalapeno Cheese Burger <i>Garlic Parmesan Fries</i>	Beef Macho Nachos	Cajun Chicken Thighs <i>Orange Rice Pilaf</i> <i>Seasoned Corn</i>	Teriyaki Chicken with Vegetables <i>Asian Brown Rice</i>	
2maxto	Classic Pepperoni Pizza Classic Cheese Pizza Veggie Lover's Pizza	Classic Pepperoni Pizza Classic Cheese Pizza Cheeseburger Flatbread	Classic Pepperoni Pizza Classic Cheese Pizza Veggie Lover's Pizza	Classic Pepperoni Pizza Classic Cheese Pizza Veggie Lover's Pizza	
grill'd	Ham & Cheese Panini Whole Grain Turkey Corn Dog Gardenburger on Whole Grain Beef Hot Dog on Whole Wheat Spicy Chicken Sandwich <i>Oven Baked Fries</i>	Bacon Cheeseburger Crispy Chicken Patty Sandwich Gardenburger on Whole Grain Beef Hot Dog on Whole Wheat Crispy Chicken Patty Sandwich <i>Oven Baked Fries</i>	Classic American Cheeseburger Spicy Chicken Sandwich Gardenburger on Whole Grain Beef Hot Dog on Whole Wheat Jalapeno Turkey Burger <i>Oven Baked Fries</i>	Classic American Cheeseburger Crispy Chicken Patty Sandwich Gardenburger on Whole Grain Beef Hot Dog on Whole Wheat Spicy Chicken Sandwich <i>Oven Baked Fries</i>	
ON THE GO	Grilled Chicken Bacon Club Mandarin Chicken Salad <i>Whole Grain Dinner Roll</i>	Toasted Turkey & Bacon Sandwich Chicken BLT Salad <i>Whole Grain Dinner Roll</i>	Peanut Butter & Jelly Sandwich Chicken Caesar Salad <i>Whole Grain Dinner Roll</i>	Italian Panini Satsuma Cobb Salad <i>Whole Grain Dinner Roll</i>	
extra extra	<i>Chopped Romaine Lettuce</i> <i>Sliced Tomatoes</i> <i>Garbanzo Beans</i> <i>Sliced Cucumbers</i> <i>Fresh Broccoli Florets</i> <i>Fresh Whole Fruit</i> <i>Assorted Chilled Fruit</i> <i>Ketchup</i> <i>Just Mayo</i> <i>Mustard</i> <i>Assorted Milk</i>	<i>Chopped Romaine Lettuce</i> <i>Sliced Tomatoes</i> <i>Garbanzo Beans</i> <i>Sliced Cucumbers</i> <i>Fresh Broccoli Florets</i> <i>Fresh Whole Fruit</i> <i>Assorted Chilled Fruit</i> <i>Fresh Jicama Sticks</i> <i>Ketchup</i> <i>Just Mayo</i> <i>Mustard</i> <i>Assorted Milk</i>	<i>Chopped Romaine Lettuce</i> <i>Power Carrot Sticks</i> <i>Corn & Black Bean Salad with Salsa</i> <i>Sliced Cucumbers</i> <i>Fresh Broccoli Florets</i> <i>Fresh Whole Fruit</i> <i>Assorted Chilled Fruit</i> <i>Ketchup</i> <i>Just Mayo</i> <i>Mustard</i> <i>Assorted Milk</i>	<i>Chopped Romaine Lettuce</i> <i>Sliced Tomatoes</i> <i>Garbanzo Beans</i> <i>Sliced Cucumbers</i> <i>Fresh Broccoli Florets</i> <i>Fresh Whole Fruit</i> <i>Assorted Chilled Fruit</i> <i>Ketchup</i> <i>Just Mayo</i> <i>Mustard</i> <i>Assorted Milk</i>	





RED PEPPERS



BANANAS



SWISS CHARD



RAISINS



E. MINIMUM QUALIFICATIONS

Building Strong Bodies and Sharp Minds



SPINACH



PINEAPPLE



CHILI PEPPERS





E. Minimum Qualifications

In this section:

Palisades Charter High School will only consider respondents who meet all minimum qualifications to the school's satisfaction.

- Attachment C
- At least five years of experience with school foodservice and ability to serve 157,500 meals annually
- Experience with NSLP, SBP programs, CA & USDA Regulations
- Professional references and ability to perform
- Licensed to do business in California

Attachment C – Minimum Qualifications

Attachment C

Minimum Qualifications

A Respondent must meet all of the following minimum qualifications to the SFA's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of **May 26, 2017**, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

- 1. The Respondent has at least **three years** of experience with food service programs.

Yes X No

- 2. The Respondent has the resources and ability to provide **157,500** of meals per fiscal year.

Yes X No

- 3. The Respondent has knowledge and experience with the School Breakfast Program and National School Lunch Program.

Yes X No

- 4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.

Yes X No

- 5. The Respondent is licensed to do business in the state of California.

Yes X No

We can't wait to pair our team of experts with your school and community.

Our Experience

Since 1974, public school children in the state of California have been served nutritious, healthy school meals by Chartwells. That was the year we first partnered with William S. Hart UHSD, and we are proud of the fact our partnership remains uninterrupted. What this means to Palisades Charter High School is that your Nutrition Services Program will be supported by experts who will assist you to increase participation, provide training and support to your employees and serve healthy, nutritious meals to your students, staff and community.

Partnering with Chartwells opens the door to opportunities and enhancements for your school through:

- Healthy and tasty food your students will love
- Increased participation
- A national network of chefs and the K12's largest team of dietitians
- Successful marketing and promotional programs
- Best-in-class associate training, professional development programs and opportunities provided for your teams
- Experienced managers and a committed staff
- Improved financial performance
- Procurement expertise and purchasing power
- Innovative and strategic partners – Prevent Child Abuse America, KidsGardening.org and Nutrislice
- Communications and public relations support

These are just a handful of the reasons more than 600 school districts across the United States have chosen Chartwells as their partner.

We've learned a lot through our experience serving students in California (and around the country) for the past 43 years. We develop new ongoing programs and are consistently the first to implement leading innovations. This broad range of experience gives us the knowledge and understanding to deliver the best combination of services to your school.



Your students deserve the best, and our managers are committed to making that happen.

Ability to Provide 157,500 Meals per Fiscal Year

Palisades Charter High School can be assured that Chartwells has the proven ability and resources to provide 157,500 meals annually. In fact, Chartwells provided 2.6 million public school meals daily to students, staff and communities in nearly 600 partnered districts around the county.

Knowledge and Experience with NSLP, SBP, CACFP, SSFO and CDE/USDA Regulations and Requirements

Palisades Charter High School can be assured that Chartwells has both the knowledge and hands-on experience with the National School Lunch Program, School Breakfast Program, Child & Adult Care Food Program, Seamless Summer Feeding Option, as well as 43 years of experience working closely with CDE and USDA to ensure that our partnered school districts meet and/or exceed all guidelines and regulatory requirements. In fact, Chartwells and our partnered districts in the state of California have never failed a CDE/USDA Audit or Administrative Review.



***It's worth repeating:
Chartwells and our partnered districts in the
state of California have never failed a CDE/
USDA Audit or Administrative Review!***

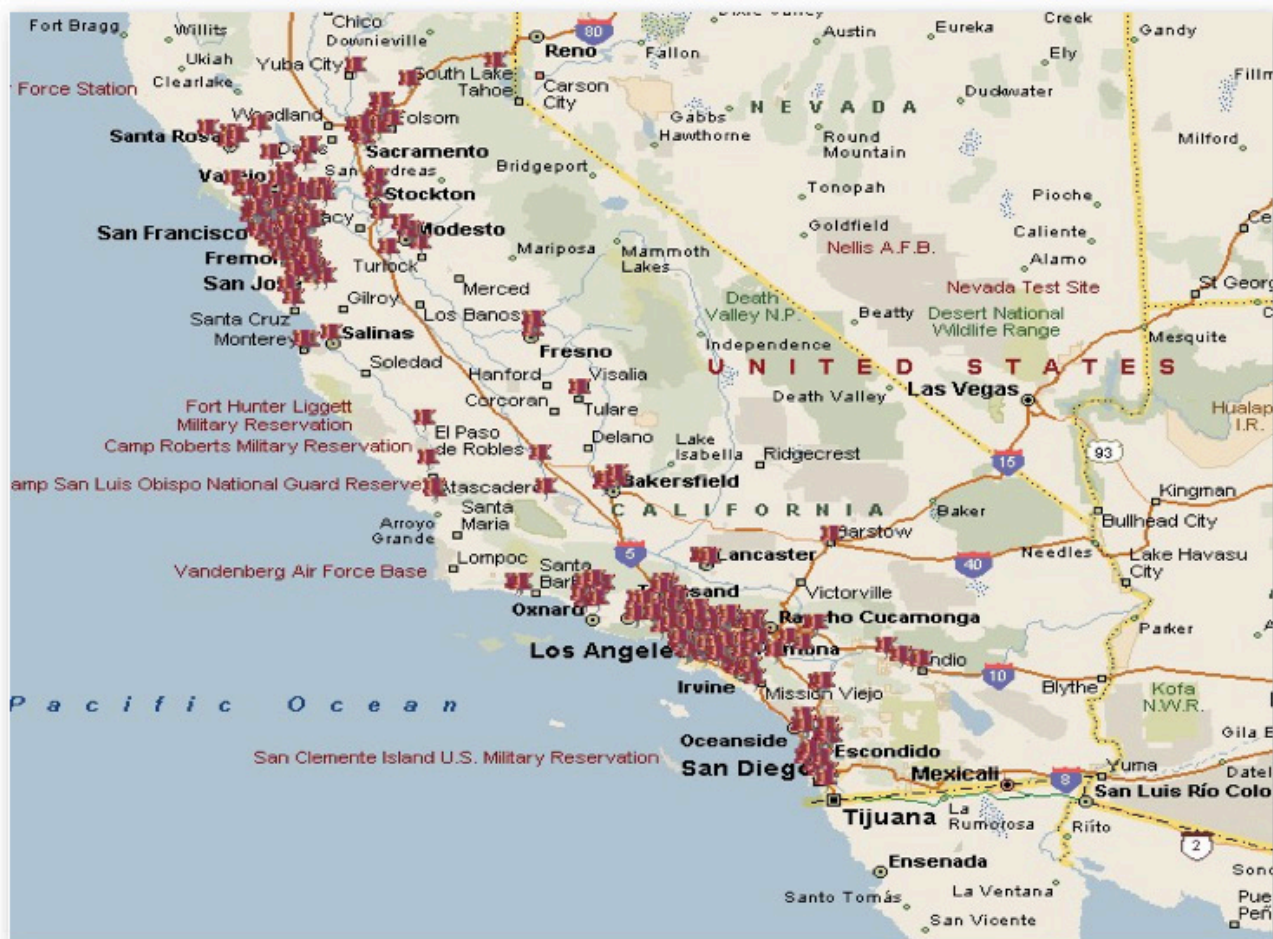
Compass Group and Chartwells in California

Compass is the largest provider of foodservice management in the state of California. Our resources and expertise help support some of our state's largest employers, hospitals, universities, school districts and leisure activities. In addition Compass/Chartwells has strong ties to the greater Los Angeles basin both in our procurement of fresh fruits and vegetables and in our partnerships with institutions. As you can see from the map below, Compass Group has hundreds of partnerships throughout the state. Here are 10 for your review:

- Wiseburn School District
- Birmingham Public High Schools
- William S. Hart UHSD
- Salinas City Elementary SD
- Gustine Unified School District
- St. Hope Public Schools
- Kaiser Permanente
- AT&T Park
- CSU Stanislaus
- Stanford University

If you have ever enjoyed a baseball game at AT&T Park or at Dodger Stadium, if you've enjoyed a basketball game or other event at Staples Center in Los Angeles, you were served by Compass Group.

We are proud of our commitment to excellence and our partnerships with so many well-known California businesses, colleges, universities and public school districts. We honor the trust they place in us.



**State of California
Secretary of State**

**NAME CHANGE
CERTIFICATE OF QUALIFICATION**

C1967263

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify that on the **1st day of July, 2011**, there was filed in this office an Amended Statement and Designation by Foreign Corporation whereby the corporate name of **COMPASS GROUP USA, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS COMPASS GROUP FOODSERVICE**, a corporation organized and existing under the laws of **Delaware**, was changed to **COMPASS GROUP USA, INC.**. This corporation complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California and as of said date has been and is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 5, 2011.



**DEBRA BOWEN
Secretary of State**





ZUCCHINI



YELLOW STRAIGHTNECK



ZUCCHINI FLOWER

**F. FSMC
PROFESSIONAL
STANDARDS**



PUMPKIN



BUTTERNUT



SPAGHETTI SQUASH





F. FSMC Professional Standards
In this section:
Establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs (as listed on Attachment D).

- Attachment D

Attachment D – FSMC Professional Standards

Attachment D

FSMC Professional Standards

FSMC Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the “Final Rule,” establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

1. **School Nutrition Program Director.** The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.
2. **School Nutrition Program Manager.** The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).
3. **School Nutrition Program Staff.** School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the school food service structure, and that the definitions apply whether or not the school food service is operated by an FSMC. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to FSMC staff performing any of the duties described above.

The FSMC shall only place staff for work in the school district that meet the minimum professional standards outlined in Title 7, *Code of Federal Regulations (7 CFR)*, Section 210.30, which can be viewed at the following Web page:

http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

- The SFA shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards.
- The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSMC shall remove from the SFA premises any staff who fail to take the required annual training.
- The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

Chartwells acknowledges and agrees to be fully compliant with the professional standards requirement.



USDA Professional Standards

An informed and educated team is best-equipped to bring nutritious meals to our students. Continuous professional training and hiring standards are also a key provision of the HHFKA.

Hiring Standards

The final rule establishes minimum educational standards for employing school nutrition directors. Our directors meet these standards, and our job descriptions reflect these requirements.

Ongoing Training

The rule also requires all school nutrition personnel to complete a minimum number of hours of training each year. Chartwells has developed guidance and a variety of training resources to aid our operators in ensuring your school is meeting these standards. We offer both online and in-person training for directors and associates and regularly share additional training opportunities with directors, making it easy for all team members to meet their yearly education goals.

Audit Readiness

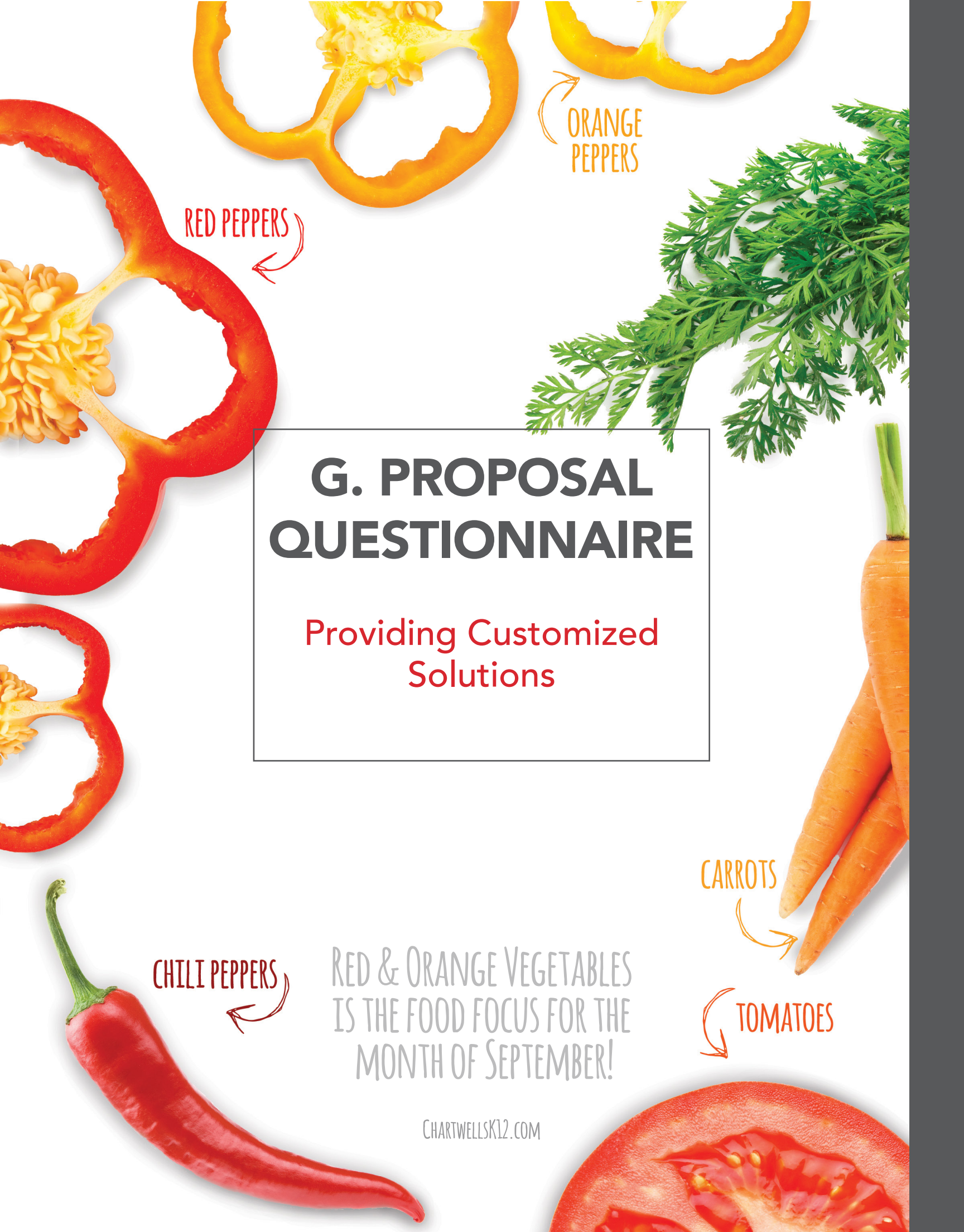
Successful administrative reviews and audit readiness are important to us, and we know they're important to our districts, too. Every three years, the USDA assesses a district's nutrition program to ensure rules and regulations are being followed and procedures are being properly documented. Preparing for an audit can be daunting. To ensure compliance and accuracy in our partner districts, our Chartwells team places a great deal of emphasis on audit readiness ensuring that it is practiced every day.

Our customized Administrative Review toolkit provides our districts with a comprehensive look at the review process through training presentations, interactive lessons and resource handouts.

"I am happy to say that the district will not have any financial action as a result of the recent audit for the NSLP! This is a first in many years! The team did a great job!"

– Director of Fiscal Services, Illinois District





ORANGE PEPPERS

RED PEPPERS

G. PROPOSAL QUESTIONNAIRE

Providing Customized Solutions

CARROTS

CHILI PEPPERS

RED & ORANGE VEGETABLES IS THE FOOD FOCUS FOR THE MONTH OF SEPTEMBER!

TOMATOES



G. Proposal Questionnaire

In this section:

This proposal questionnaire (Attachment E) is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Respondents should limit their responses to **no more than two (2) pages per question**, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.

- Company's Qualifications
- Company's Founding
- Company's Experience, Ability and Financial Standing
- Discontinued Customers
- Organizational Chart and Lines of Communication
- Annual Report
- Promotion and Marketing
- Increase in Participant
- Transition Plan

Attachment E – Proposal Questionnaire

Attachment E

Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.**

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing food service management services (consulting, food purchase, etc.) and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years and the reason(s) why.
5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.
6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.
7. Provide a description of promotional and marketing materials you will use to attract students to the program.
8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.

Qualifications and Experience

Palisades Charter High School's nutrition program will be transformed from good to great by forming a new partnership with Chartwells. Over the past four decades, we have revolutionized the K12 public school foodservice industry. Everything we do within our partnered school districts starts with our focus on food and our passion to serve. Through these two core principles, we enhance a student's ability to learn by serving freshly prepared foods made in your kitchens with local ingredients. In the process, we create healthy eating habits for life through community outreach, nutrition education and interactive experiences with our customers through our eat. learn. live. philosophy.

eat.

Students want fun and delicious foods. Parents want healthy, nutritious meals. Administrators want all of that at an affordable cost. That is why our nutrition standards are very high and consistently maintained, and we work with you to develop a customized dining program that fits your budget.

We improve the well-being of our students by preparing fresh and nutritious meals that exceed our students' expectations.

- o Our nationwide team of chefs and registered dietitians work together to bring to life nutritious and delicious menus that meet USDA guidelines, accommodate special diet and allergy needs and is unique to your community.
- o We have a portfolio of chef-designed, customizable cafe concepts and programs that combine to create a one-of-a-kind dining experience your students will love. Each concept incorporates chef expertise, recipes, menus and more.
- o Our nutrition specialists are on top of changes in government guidelines. We monitor trends and legislation and stay ahead of changes through collaboration with government agencies and power industry thought leadership.
- o We accommodate students' special diet needs. Our foodservice directors are well trained in meeting the needs of students with specific allergies, and they review the ingredients of all foods purchased.
- o We make it easy for students to make healthy choices by preparing meals they love with wholesome, nutrient-rich ingredients.
- o Our menu items are lower in saturated fat, sodium and sugar, emphasize whole grains, fiber, healthy fats and nutrient-dense fruits and vegetables, and are easy to prepare with available equipment and staff.
- o Delicious, convenient menu choices enhance participation throughout the day, including at breakfast, lunch, a la carte, after school and catering service.
- o Our programs are analyzed to maintain nutrient-dense foods and menus within your budget.
- o Our sustainability commitment delivers rBGH-free milk and yogurt, cage-free eggs and antibiotic-free chicken to students' plates every day.

learn.

As leaders in nutrition, we share our knowledge of the life-enhancing benefits of good nutrition with students, our families and our communities. Through learning opportunities and communications, we extend hot topics, nutritional facts, sustainability information and healthy recipes far beyond our kitchens. We aim to move the conversation about food from the school cafe to the classroom, hallways, homes and the community.

We teach our students about healthy lifestyles and reinforce our wellness messages in schools through classroom education, marketing materials and signage. **A few of our many efforts include:**

- o Promotions and campaigns, like National Nutrition Month, that combine healthy eating with themed meals, classroom activities and marketing displays.
- o School-based farmers markets that bring local farmers and their harvest to students for education, sampling and sharing.

We encourage parental involvement in many ways throughout the year. **Some examples of how Chartwells encourages participation include:**

- o Participating in back-to-school events.
- o Providing recipes and education about healthy eating at home.
- o Offering cooking demonstrations featuring the food focus of the month.
- o Partnering with local supermarkets to give nutrition-focused tours in the store.
- o Sharing nutrition education information and activities and culinary and food education videos through Nutrislice.
- o Bringing our Mobile Teaching Kitchen to local communities to teach hands-on, healthy cooking principles to families.



We continually work to improve our offerings and serve your school to the best of our abilities. Your feedback is key; we pay attention to what you, your parents, your students and your staff have to say. **We keep our communication channels open through:**

- o Surveys and focus groups.
- o Student and parent advisory councils.
- o Suggestion boxes.
- o PTA/PTO involvement.
- o Board meetings.



We make sure our associates are trained and have the right learning opportunities to serve your students in the best way possible. **Some of our mandatory and volunteer training opportunities include:**

- o Food safety and quality assurance training.
- o On-site marketing and culinary training.
- o Nutrition training.
- o Customer service training.
- o Anti-bullying awareness through Prevent Child Abuse America.
- o Diversity and inclusion training.
- o Weekly five-minute safety and sanitation training sessions.
- o Sending nutrition education materials home with students.
- o Providing monthly newsletters, fliers and eNewsletters with timely and accurate information on current trends and topics of interest.
- o Food allergy and special diet management and USDA audit preparation.

live.

We enrich the lives of our students and communities through a commitment to social responsibility and sustainability. Leading by example, we give back to our communities in numerous ways, including community outreach and volunteer efforts that make a difference.



2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is (are); the length of time the company has been providing foodservice management services (consulting, food purchase, etc.), and related services described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.

Company Profile

Chartwells combines the value and experience of a global foodservices network with the on-site expertise of local managers. We promise a personal source of excellent service for your school with the backing of an internationally respected organization. Compass Group (originated in 1941) is the umbrella organization for a variety of corporate operations around the world. These companies share best practices, which we bring to school districts.

Throughout the past 43 years of providing healthy, nutritious meals to the public school students of California, our commitment to improving the quality of students' daily lives has not wavered. Chartwells partners with nearly 600 public school districts across the country.

We are proud of our history (both here in the state and across the county) to the school districts we serve. Over the past 18 months, we have an unbelievable track record of new school district partnerships in the state (six new partner districts), and we have never lost a California public school district client to another vendor. As your partner, we will provide new on-site leadership to your current program, which will bring new energy, focus and enthusiasm to meet your goals of increasing student participation and improving your meal quality.

Why Chartwells?

We know food. We know schools. We know students. Our experience in all of these areas enables us to offer well-established, successful programs that exceed expectations. As the school services division of Compass Group, Chartwells combines the value and resources of a global foodservices network with the on-site expertise of local consultants.

We Know Food, Students and Schools

What this means to you is that we know the business and what it takes to provide high-quality, nutritional meals on a fixed budget. Our group of companies shares best practices, and we bring these ideas to our school districts across the country. In short, we add value and make your job easier.

We are here for you and we are always available to share information and answer questions on such hot-button topics as childhood nutrition and obesity. We go beyond the school and reach out into the community, attend parent events, provide cooking classes, demonstrations, tours of local farms/growers and provide additional touch-points from your nutrition program out into the larger community. We'll team up with groups to promote better nutrition and wellness. School districts that work with us have found we're much more than a vendor – we're local people who take pride in what we do, both in the district and in the community.

Chartwells at a Glance

- Operates in over 600 school districts
- Serves over 2.6 million students daily across 4,000 elementary, middle and high schools
- Proven track record of experience in operating urban, rural, large and small districts
- Minority partnership to support district diversity goals
- Offers custodial and facility services through sister division SSC
- Nationwide network of expert chefs and dietitians creating nutritious, high-quality and appealing menu selections that meet or exceed USDA guidelines

Additional Partnerships

Chartwells takes a leadership role in many other impactful organizations that focus on culinary innovation, student wellness and academic success, and we bring these experts and relationships to your school. Some of the many organizations we support and collaborate with include:



- American Association of School Administrators
- American Culinary Federation
- The Academy of Nutrition and Dietetics
- Association of Latino Administrators and Superintendents
- Association of School Business Officials
- Black Culinary Association
- Cornell Center for Behavioral Economics in Child Nutrition
- Council of Great City Schools
- Council of Urban Boards of Education
- Culinary Institute of America Healthy Flavors Healthy Kids
- Duke University
- Harvard University School of Public Health
- Healthy Schools Campaign
- International Food Information Council
- Junior Achievement
- Multicultural Food and Hospitality Alliance
- National Alliance of Black School Educators
- National Association of Minorities in Hospitality
- National Association of State Boards of Education
- National Minority Supplier Development Council
- National Parent Teacher Association
- National Restaurant Association
- National School Board Association
- Produce for Better Health Foundation
- School Nutrition Association
- Society for Nutritional Education and Behavior
- The Institute of Child Nutrition
- United States Department of Agriculture
- United Fresh Produce
- USDA FNS What's Shaking? Partner
- USDA MyPlate Strategic Partnership
- Women's Foodservice Forum

3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.

Ability and Financial Standing

As recognized leaders in foodservice management and hospitality within public school districts, Chartwells aims to help students make the connection that their diet can affect how they feel, look and perform. From large school districts to rural communities, our teams consist of a diverse family of food and nutrition specialists dedicated to providing healthy, fun and sustainable dining options for today's students and clients.

We understand, engage and satisfy customers with tailored foodservice operations by exceeding their unique needs and expectations. We have a passion for food, preserving our environment, and insist on efficiency and quality while continuing to set the standards within the academic foodservice industry.

We work in the cafeteria to help students make good food choices by providing healthy and tasty options during three meal periods (breakfast, lunch and dinner). We reinforce this knowledge in the classroom with lesson plans and educational materials available to teachers. We work within the community to ensure the meals we serve help fuel and sustain the ideas and dreams of tomorrow.

We Are Reliable, Innovative and Fast-Growing

Unlike many foodservice management companies whose turnover and lost business rates have caused operating instabilities that affect the districts they serve, Chartwells is known for its rapid growth and its cutting-edge innovation, including our exclusive/proprietary partnership with Nutrislice. This latest technology helps make menus, nutrition and allergy information easy to access for students and families.

Chartwells has taken the student experience to the next level by creating a customized solution via a mobile app, dynamic website and digital signage, which are fully integrated with our proprietary menu planning software – Webtrition. This exclusive partnership with Nutrislice (for management companies) has created a buzz with students, parents and the communities we serve.

We Are Ethical

We want our relationships to be based on honesty, respect, fairness and a commitment to constant, open dialogue at all levels – internally and externally. Thus, we set and maintain high ethical standards that our partners depend on. We seek to understand your objectives, concerns and challenges to determine what is important to you and to deliver superior service and results.

Financial Standing

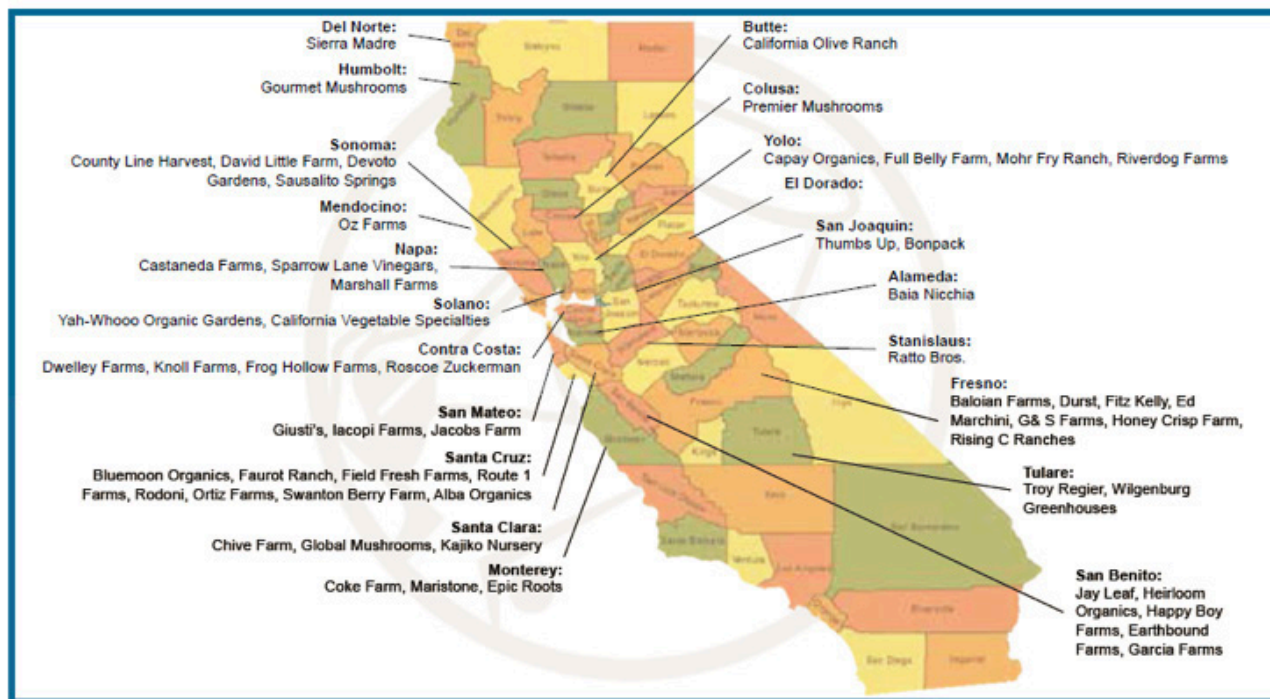
We are financially stable. You can rely on Chartwells as your long-term partner. In today's economy, not every company can make this commitment. Compass Group and Chartwells has the strongest balance sheet in our industry. We have provided for your review (as part of this proposal) three years' worth of Audited Financial results. We ask you to compare the financial standing of our company against the financial standing of any other company's proposals you receive.

Chartwells' Commitment to Palisades Charter High School

As a leading provider of foodservices in California, Compass Group (with revenues in excess of \$1 billion in the state) has partnerships with hundreds of local, regional and national suppliers. As such, Chartwells works to link our partner school districts with local sourcing that will help reduce the district's carbon footprint. Our commitment to Palisades Charter High School is to source and procure as many products (especially produce, milk, eggs and bread) as possible within 100 miles of the district office.

Our bakery products are 100 percent sustainable, made with California-grown wheat flour, which is milled and baked inside California – and our milk comes from local Central Valley dairies that distribute through LA Specialties (our milk provider).

The following is a list of California growers and farmers that we work with: Baloian Packing, Choumas Produce, Coast Tropical, Davalan Sales, Durst, Ed Marchini, Fitz Kelly, Fruition, Fujii Melons, G&S Farms, Giusto's, Honey Crisp Farms, Kingsburg Orchards, Koda Farms Milling, Morita Produce, North Bay, Pacific Rim, Rising C Ranches, Spindrift and Sunkist Growers.



4. Provide a complete list of school Districts that have discontinued or terminated your company's services in the last five years, and the reason(s) why.

Discontinued Partnerships

In the last five years, Chartwells has lost one client in California – Beverly Hills Unified School District. Their administration decided to try their hand at a self-managed program. With every new or existing client, it is our intention to be the best partner and the best team player in the game.

5. Provide an organization chart for your company, a description of the lines of communication, and the corporate responsibilities at each corporate level.

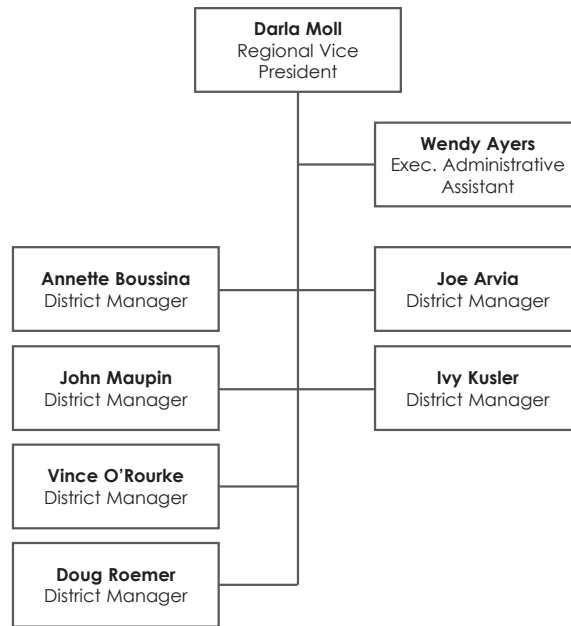
Chartwells California Organization

As a partner with Chartwells, you have the depth and vast resources of a world-class organization and the industry leader in school foodservice at the ready for you and your on-site consultant.

Chartwells supports our partnership at Palisades Charter High School with a network of local, regional and national resources offering guidance, support standards and recommendations to your on-site consultant. As part of Compass Group, Chartwells has a vast network of local and statewide resources to support our new partnership.

Organizational Chart

Chartwells K12 West Region Organizational Chart



West Region Support

Michael Greco Culinary	Mark Oliver Sales	Greg Johnson Sales	Pam Luechtefeld Client Relations	Patti Green Marketing	Michael George Finance
Addie Virta Nutrition	Chris Rogers Sales	Julie Veal Sales	Joe Harvey Client Relations	Robert Spuler Human Resources	Dan Pimm Purchasing

Your Team At A Glance

Darla Moll: West Region Vice President

Darla.Moll@compass-usa.com
303-325-4146

As the leader of the West Region, Darla's role and responsibility is to carry out the company's strategic plan through overseeing all daily operations in the West Region. Darla is responsible for making available all of the organization's resources and expertise and to ensure every promise and commitment made to Palisades Charter High School is acted upon and delivered to meet or exceed your expectations.

To help ensure our successful partnerships with each district we serve, Darla has six district managers, an area manager and three resident district managers who report directly (or indirectly to her). Darla's commitment is to meet personally with school administrators as needed.

Annette Boussina: District Manager (Operations)

Annette.Boussina@compass-usa.com
415-855-5247

In the foodservice management industry, two roles (the district manager and the on-site director) are critical to the overall day-to-day success of your foodservice program. As your district manager, Annette is entrusted to ensure that your on-site director has every resource and support tool needed to make your operation a success.

Annette has over 10 years of experience at every level of the organization and resides in the NoCal area. She is truly a first class-operator. We are proud to offer Annette as your district manager. Annette's commitment is to meet personally with school district administrators at least quarterly and is available to meet upon request at any time.

Michael Greco: Regional Chef

Michael.Greco@compass-usa.com
425-273-7592

Addie Virta: Regional Dietitian

Addie.Virta@compass-usa.com
980-298-3331

Julie Veal: Regional Director (Sales)

Julie.Veal@compass-usa.com
442-222-0135

As the leader of new business development in Nevada and California, Julie's role and responsibilities include being the primary liaison with the district in order to help create and deliver a customized foodservice solution designed specifically for Palisades Charter High School. Julie is also responsible for ensuring that every commitment and promise made in our proposal is delivered upon.

Julie will continue to interact with PCHS over the first year of operations. Julie's commitment is to meet personally with School administrators, board members and foodservice throughout the year. Julie is also available to meet upon request at any time.

6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.

Palisades Charter High School will be well served and supported by Chartwells' 43-year history of providing healthy, nutritious, reimbursable meals to California public school children. In addition, our professional team will work with district personnel and departments to evaluate current foodservice accounting practices and highlight any areas in need of improvement as well as ensuring that the school stays in full compliance with both CDE and USDA.

Imagine a school district without a system in place to track students' grades from week to week and year to year. Accurately tracking your school's foodservice revenues and expenses is equally as important. Chartwells provides valuable experience (gained in nearly 600 school districts from across the country) and has built a strong back-office system that ensures complete financial accountability for every single dollar received and spent in the Nutrition Services Department. This experience and expertise translates into everyday best practices that have proven to strengthen the accounting and financial practices of our partner school districts.

Just as students' progress reports measure improvements and areas of concerns, Chartwells' concise account of each the school's income and expenses lets Palisades Charter High School measure the nutrition program's performance and identifies ways to increase participation, reduce waste and constantly improve the overall program. A few of the tools we utilize to help us account for every revenue and expense dollar in your school include:

- Monthly Operating Statement
- Profit & Loss Statement
- FCPM Client Position Statement
- Daily Deposit Summary
- Weekly Financial Dashboard (data from all schools)
- Webtrition Menu & Nutrient Analysis Software
- Self-Scoring Operating Standards Checklist
- Daily/Weekly Facilities Inspection Report
- Safety Bulletin Board Checklist Report
- Safety Committee Meeting Minutes & Safety Pledge

All these tools go to safeguard Palisades Charter High School's interest and help demonstrate our experience and financial understanding necessary to meet the requirements of this RFP.

For a complete look at our financial condition (as an organization), please find the attached CD, listing our Annual Reports for the past three years.

Annual Report



To: Compass Group USA Business Partners

Date: January 3, 2017

Sub: Compass Group USA Financial Update

Compass Group USA Inc. is a wholly owned subsidiary of Compass Group PLC (CGP), the global leader for contract catering services. Compass Group USA Inc. is the legal entity representing United States operations and is the parent company of Best Vendors Management Inc., Bon Appétit Management Co., Crothall Services Group, CulinArt Group Inc., Eurest Services Inc., Flik International Corp., Foodbuy LLC, Gourmet Dining LLC, Levy Restaurants, Morrison Management Specialists Inc., Restaurant Associates Corporation, Southeast Service Corporation and Wolfgang Puck Catering & Events LLC. Divisions of Compass Group USA Inc. include Canteen, Chartwells and Eurest Dining.

Through a series of acquisitions and organic growth, Compass Group has become the market leader in North America with annual revenues in 2016 of \$15.9 billion and operating profit of \$1.3 billion. Compass Group North America's revenues represent 56 percent of the CGP worldwide total. Compass Group North America's client list includes Staples Center, IBM, Microsoft, Motorola, Verizon, MetLife, Prudential Insurance, United Technologies, Texas A&M University, Louisiana State University, University of Virginia Medical Center, Cedars-Sinai Medical Center and World Bank.

CGP was formed in 1987 to facilitate the management led buyout of the Grand Metropolitan PLC Catering division. During its 30-year history, CGP has grown more than fiftyfold from a revenue and value perspective, with a current market capitalization of \$28 billion. CPG trades on the London Stock Exchange under symbol CPG.L and is represented in the FTSE 100 Index. While Compass has experienced phenomenal growth, it remains a conservatively managed company with a strong credit rating. Access to the September 30, 2016, CPG annual report is available through the following link:

<http://www.compass-group.com/Financial-Presentations.htm>

You are encouraged to direct financial inquiries regarding Compass Group to my attention at our North America headquarters in Charlotte, North Carolina.

Sincerely,

Daniel Thomas
Vice President & Treasurer
Compass Group, North America
2400 Yorkmont Road
Charlotte, NC 28217
Tel: 704-328-7073

We are providing a three-year annual report on attached CD.



It's not just about our food, but about our whole philosophy – teaching students healthy habits and helping parents and teachers reinforce them.

7. Provide a description of promotional and/or marketing materials you will use to attract students to the program.

Promotions and Marketing

Our marketing and promotional strategy works hand-in-hand with your overall dining services plan. It is designed to attract students, increase meal participation and customer satisfaction, as well as get students excited about nutrition through great food and a friendly atmosphere.

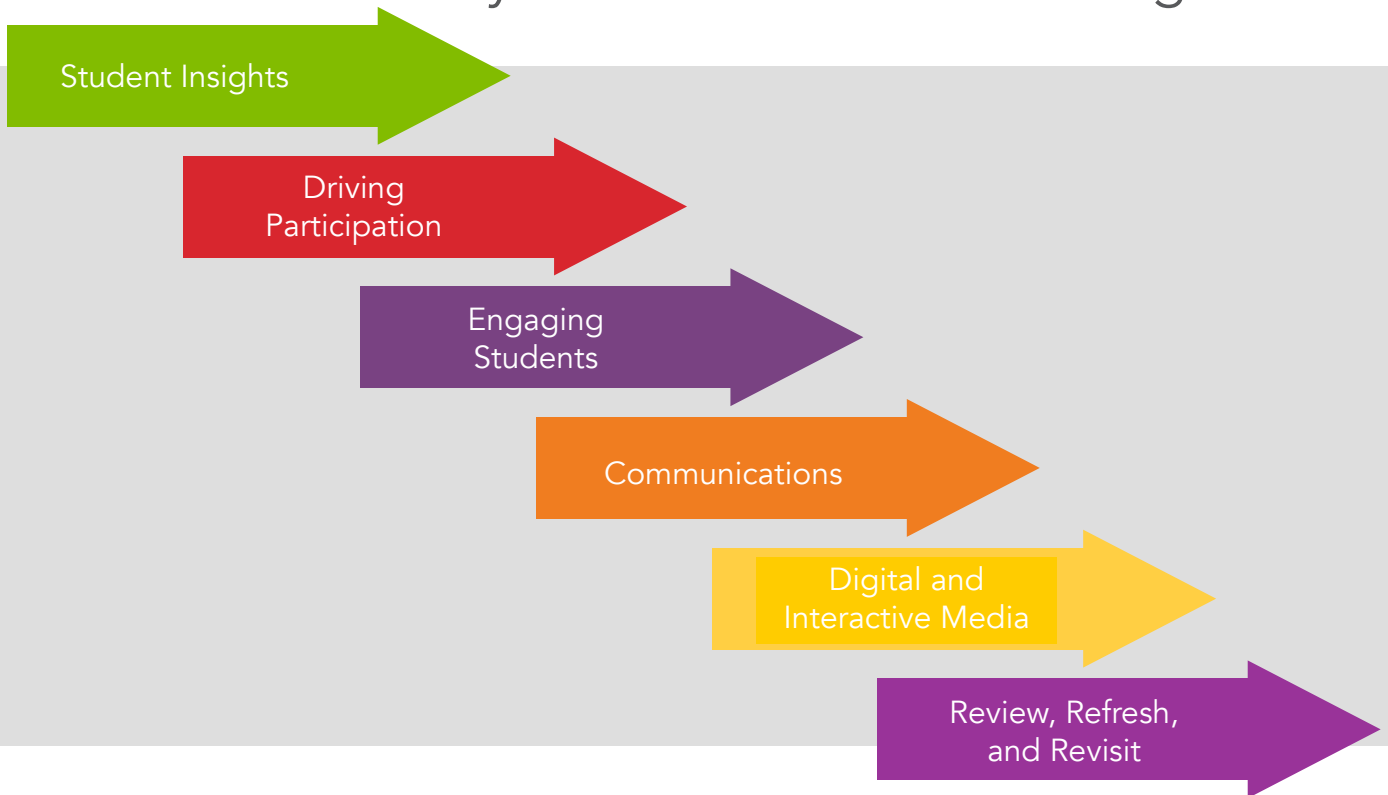
The cafe is just the beginning. We extend the wellness message through programs that reach families and the community. It's about teaching healthy habits to students and helping parents and teachers to reinforce them.

Our strategic marketing plan is a key element of the overall foodservice strategy we bring to your school. Our plan is built around understanding and communicating with schools, students and families, offering great food along with exciting retail and marketing concepts, and constantly keeping our service up-to-date.

The marketing plan is a fundamental element of our overall business strategy. We build it around a process that includes six key elements. Customization to your school community is the key to a successful marketing plan, and it begins with understanding our customers.



Key Elements to the Marketing Plan



Engaging Students

A heightened sense of wellness leads to the ability to be more productive in all phases of our lives; whether at school, at home, or in our communities. Chartwells expert team of wellness professionals will create an atmosphere, develop programs, and feature foods that will not only create an environment of wellness, but will increase participation at your school.

Marketing and Merchandising

Chartwells will contribute financially through the duration of the agreement to enhance the cafeteria experience. Marketing and merchandising will be updated to create a place where students and faculty look forward to eating, socializing, and engaging in the meal lunch program.

Samplings and Tastings

Samplings and tastings are interactive and effective methods for creating awareness of new products and fresh, seasonal offerings. They also help to drive visibility of products that are experiencing weaker interest. Sampling and tasting stations are implemented on a regular basis, especially for new product introductions.

Building on Breakfast

We recognize that breakfast plays a role in improving academic performance. Our Simply Good breakfast program features a variety of wholesome daily options that students can't resist – fresh fruit, hot breakfast sandwiches, homestyle oatmeal and much more. Eye-catching merchandising and point-of-service signage make breakfast fun and encourage students to eat the "most important meal of the day." In addition, we also offer a variety of service options, so more students get the nutrition they need to start their day off right.



Breakfast service opportunities include:

- Breakfast carts – Mobile carts equipped with hand-held POS allow students to take grab-and-go breakfasts. Why not start at the bus stop?
- Breakfast kiosks – We enhance the high school grab-and-go breakfast program with stationary kiosks placed in high volume traffic areas convenient to students in the morning.
- New menu items – Expand menu options, including choices like all-day oatmeal and cereal stations and fresh breakfast pizzas and calzones.
- Breakfast promotions – We have created strategic partnerships with multiple major manufacturers, such as General Mills, to develop customized promotions to increase breakfast participation districtwide.

Chef's Table and Chartwells Discovery Kitchen

Two culinary driven programs that increase awareness of menu items, fresh options and new selections. Both promotions educate students about sound eating habits and food preparation in an interactive setting.

Get It and GO!

Chartwells takes a new approach to your retail dining offering an expanded assortment of better-for-you and fresh food options to our students. A la carte foods are typically thought of as snack or junk foods, and Chartwells doesn't believe that we should settle for that approach. This exciting new concept helps guide your schools through the redesign of their a la carte program, including menu planning and pricing, merchandising, and marketing. On the Go supports the requirements of not only the USDA Smart Snack regulations, but also our students' and districts' changing wellness goals, criteria and standards.

34 minutes isn't a lot of time, and On the Go is Chartwells' new, unique approach to retail. The program places a bright spotlight on delicious food options made with wholesome, quality ingredients that students love.

8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

Transition Plan

Recommended Transition Plan – Palisades Charter High School

Foodservice Management Consulting Services

Project Managers: Annette Boussina & Michael Greco

Project Type: First 30 Days

Transition Overview

To successfully help Palisades Charter High School transition its current service program to a fully, cooked on-site, prepared from scratch, world-class foodservice management program that will deliver a “wonderful dining experience” for all students, staff and faculty.

Notification of Award:

On June 7, Compass/Chartwells will receive a notification of awarded a contract to provide foodservices to Palisades Charter High School. The Compass/Chartwells Transition Leadership team (headed by Annette Boussina and Chef Michael Greco) will put in place an action plan in order to have food available to students, staff and faculty at Palisades Charter High School when the kids return from summer break. Because of the short timeline to get the kitchen up and running, Palisades Charter High School will need to ensure that all kitchen equipment is fully operational and all food and health department licenses are in place for the use of your on-site kitchens. These are two critical elements that cannot be overlooked or put off.

Inventory and Commodities:

As soon as possible and in conjunction with a Palisades Charter High School representative, Compass/Chartwells will take a physical inventory of any and/or all food, supplies and equipment owned by Palisades Charter High School. Once the inventory is complete and verified by both parties, Compass/Chartwells will begin setting up vendors and placing orders on behalf of the high schools. In compliance with USDA regulations, Compass/Chartwells will credit the school each month for any commodities received upon delivery. This credit will occur on Compass/Chartwells billing statement on the month in which the commodities are received.

Transition Schedule:

Compass/Chartwells with its local expertise and southern California resources are proposing an all-out-boots-on-the-ground approach to help transition and support your new foodservice program. Here are a number of the transition items that will have to occur the week of July 1, 2017:

- Place orders for proposed equipment and physical program enhancements
- Begin program renovations/layout changes for the main serving areas, the faculty lounge, the window service and the Quad service
- Bring in Resource Team/implement standard operating procedures and systems
- Bring in Culinary Team and begin teaching/training cooking techniques to hourly staff
- Continued Culinary Team/setup for school opening and dry run

Example of an Actual Transition Plan Document

As Soon As Contract is Awarded	Responsible Party	StartDate	Target Completion	Actual Completion	Notes
EMPLOYEE MEETING - explain changes and answer questions	Julie Veal/Annette Boussina				
Schedule Opening Support Personnel	Annette Boussina				
Hire On-Site Management Personnel	Annette Boussina				
Submit Request for Op #	Annette Boussina				
Assemble Annette Opening Binder: Contract, RFP and/or Budget, Client Contact Information	Annette Boussina				
Schedule Client meeting-discuss: transition plan, school district contact list, events calendar, schedule of board meetings, school addresses, principal names, student council officers names, PTO or PTA officers names, head custodian names	Annette Boussina				Get list of key stakeholders, and access to custodian team.
Set up a meeting with the district's go to person for monthly financial reconciliation.	Annette Boussina				
Discuss Pre-Opening Catering Needs	Annette Boussina				
Schedule "welcome" openhouse introduction meeting with Chartwells and district administration staff, school principals, nurses, custodians,	Annette Boussina				
Operations					
Confirm Secure Office	Annette Boussina				
Obtain Keys, Key Card	Annette Boussina				
Set up telephone, fax	Annette Boussina				
Obtain mailing address	Annette Boussina				
Obtain Shipping Address	Annette Boussina				
Order letterhead/business cards	Annette Boussina				
Obtain parking and security requirements	Annette Boussina				
Complete walk through of every location; compile equipment repair/replacement needs, plug in POS systems	Annette Boussina				
Determine vending needs	Annette Boussina	NA			
Receive Startup kit, organize office	Annette Boussina				
Order Computer	Annette Boussina				
Set up Account for MyFinance	Annette Boussina				
Set up account for MyCompass	Annette Boussina				
Set up MyReports	Annette Boussina				
Determine school district's banking procedures	Annette Boussina				
Develop Communications Plan and template for monthly activity reports	Annette Boussina				
Finance/Accounting					
Order Key Box and organize Keys	Annette Boussina				
Review Local and State tax requirements	Director				
Arrange for locksmith to change safe combination	Director				
Set Up MyFinance	Annette Boussina				
Identify Revenue and all Reimbursement Sources	Director				
Verify all start and end times for each meal period at each school	Director				

* list continues

Long Term Partnership:

While our partnership brings many benefits to Gilroy Unified School District, perhaps the most important one is the relationship that is cultivated with the key members of your school community: students, parents and staff. Through continuous engagement and solicitation for feedback, we will create a program that your community will be proud of!

eat

learn

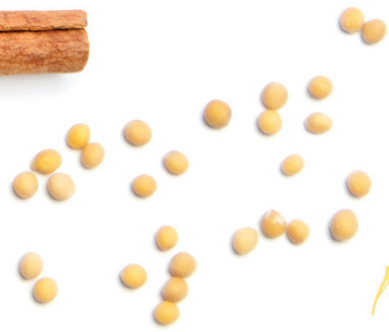
live



CINNAMON



DILL



MUSTARD



BASIL



MINT



**H.
RESPONDENT
REFERENCES**
**Listening to What Is
Important to You**



OREGANO



CHILI
POWDER



ROSEMARY



SAGE



HERBS & SPICES IS THE FOOD FOCUS FOR THE
MONTH OF FEBRUARY!

CHARTWELLSK12.COM



PEPPER





H. Respondent References

In this section:

The Respondent must provide three references using the Respondent References Form (Attachment F). Palisades Charter High School reserves the right to contact any of the persons/ companies listed, and retains the right to conduct reference checks with individual and entities beyond those listed.

- Attachment F



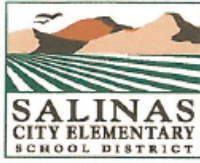
Attachment F

Respondent References

List three references to which the Respondent has provided food service management services within the past five year(s).

Failure to complete and return this Attachment will cause your proposal to be rejected.

Reference 1		
Name of Reference Salinas City Elementary School District / K-8 District / Enrollment 8,912		
Street Address 840 S. Main St.		
City Salinas	State CA	Zip Code
Contact Person Jerry Stratton	Contact Title Assistant Superintendent	Contact Phone Number 831-753-5600
Brief Description of Services Provided NSLP, SBP, CACFP Snack & Dinner Programs, SSFO, Student & Adult Ala Carte & Catering		
Dates of Service First contract with Chartwells in 1996-97 School Year - Renewed Jan, 2016 for 5 more years		
Reference 2		
Name of Reference Wiseburn School District / K-8 District / Enrollment 2,652		
Street Address 1350 Aviation Blvd.		
City Hawthorne	State California	Zip Code
Contact Person Dave Wilson	Contact Title Chief Business Official	Contact Phone Number 310-643-3001
Brief Description of Services Provided NSLP, Snack, Student and Staff Ala Carte & Catering		
Dates of Service First contracted with Chartwells July 1, 2014 for SY2014-15. Current Client		
Reference 3		
Name of Reference Birmingham High School / 9-12 / Enrollment 3,100 / Former Sodexo Account		
Street Address 17000 Haynes St.		
City Van Nuys	State California	Zip Code
Contact Person Will Covington	Contact Title Chief Business Official	Contact Phone Number 818-342-5877
Brief Description of Services Provided NSLP, SBP, AfterSchool Snack, SSFO, Student & Staff Ala Carte, Staff Cafeteria and Catering		
Dates of Service First contracted with Chartwells July 1, 2014 for SY2014-15. Current client.		



March, 2015

Dear Superintendent, CBO & Board Members:

ADMINISTRATION

JUVENAL LUZA, Ph.D.
Interim Superintendent

GERALD STRATTON
Assistant Superintendent
Business Services

MARY PRITCHARD
Director, Bilingual-Migrant-Early
Childhood Education Services

PAT WILLINGHAM
Director, Personnel Services

TERRY RYAN
Director, Maintenance, Operations,
Transportation & Food Services

TERRI DYE
Interim Director, Pupil Personnel Services
& Special Education

BOARD OF EDUCATION

ROBERTO GARCIA
Trustee Area 1

NATHAN LARSON
Trustee Area 2

ROBERT FOSTER HOFFMAN
Trustee Area 3

JANET BARNES
Trustee Area 4

GENARO CARLOS
Trustee Area 5

840 South Main Street
Salinas CA 93901
Phone (831) 753-5600
Fax (831) 753-5610

I understand that you are soliciting for a contracted food service management/consulting operation.

I would like to take this opportunity to recommend Chartwells for your consideration. We selected Chartwells some six-plus years ago to turn around a failing food service operation at our 13 schools. After an initial contract year and four option year renewals, we issued an RFP to consider professional food services operations, as required by law. We had three credible respondents including Chartwells. It was very easy to choose Chartwells as they submitted the most competitive and professional proposal in this competitive process. We did just that and have recently renewed our first option year following the base year.

I would like to highlight some innovations that Chartwells has brought to the table for our district.

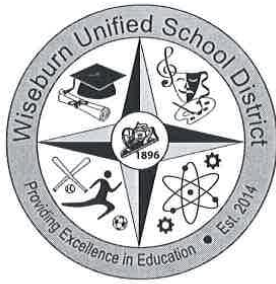
- **Budget Solvency and a Surplus:** Chartwells took us from deep in red ink and serving terrible food to great food, salad bars at all 13 sites, full compliance with all State and Federal laws, and a budget surplus which allows us to invest more in our preparation and serving kitchens.
- **Innovation:** Chartwells has brought new ideas and opportunities to the district food service operations including after school supper meals vs. snacks, a pilot breakfast in the classroom program which increased meal counts by 1000%, and a major summer lunch program that feeds our needy kids and families from the day school is out until the first day of each new school year.
- **Responsiveness:** Chartwells has quickly responded to our monthly food service advisory council meeting and to my guidance to improve or test new options. They also took the lead and proactively developed our grant application for the Federal Fresh Fruit and Vegetable Program, now in its third year.
- **Quality Food Choices Increase Demand:** Chartwells menus have directly increased utilization by our students, inflected in our budget which increased from \$3.5M to \$5.4M
- **Innovative Capital Investment Assistance (CAP-X):** Chartwells has funded major equipment and renovation upgrades, saving us capital and preserving cash flow.

Please feel free to contact me should you have any questions. I consider Chartwells and especially our consultant Ms. Lori Bonica, part of our district family.

Respectfully,

Gerald J. Stratton

Gerald J. Stratton
Assistant Superintendent of Business Services
Salinas City Elementary School District



Wiseburn Unified School District

Tom Johnstone, Ed.D., Superintendent

Board of Trustees

Roger Bañuelos, President • Israel Mora, Clerk
Dennis Curtis, Member • JoAnne Kaneda, Member • Nelson Martinez, Member

March 20, 2015

Wiseburn Family of Schools

Pre-Schools – Wiseburn Child Development Centers
Juan de Anza
Juan Cabrillo

Elementary Schools
Juan de Anza
Peter Burnett
Juan Cabrillo

Middle School
Richard Henry Dana

Da Vinci Charter Schools
Da Vinci Innovation Academy (K-8)
Wiseburn High School, Home of the Da Vinci High Schools:
Da Vinci Communications
Da Vinci Design
Da Vinci Science

Da Vinci Chief Executive Officer
Matt Wunder, Ed.D

Da Vinci Board of Trustees
Chet Pipkin, President
Don Brann, Vice President
Cheryl Cook, Member
Art Lofton, Member
Brian Meath, Member
Israel Mora, Member
Jennifer Morgan, Member

Wiseburn District Office
13530 Aviation Boulevard
Hawthorne, CA 90250
Phone: (310) 643-3025
Fax: (310) 643-7659
www.wiseburn.k12.ca.us

Da Vinci Office
Phone: (310) 725-5800
www.davincischools.org

To Whom It May Concern:

Wiseburn Unified School District partners with Chartwells School Dining for management and program assistance with our food services program. Our partnership with Chartwells began at the beginning of the 2014-15 School Year and we could not be more pleased with our choice of partnering with Chartwells.


The feedback that our district administration has received has been overwhelmingly positive. Students, parents and staff have all commented on how good the food looks and tastes. One of the reasons we selected Chartwells was their commitment to culinary excellence and improving our program by going back to “scratch cooking” and preparing high quality, freshly prepared meals in each of our kitchens.

In fact, the food is so good that student participation in the lunch program over the first six months of school (September through February) has increased by over 25% compared to the same time frame from the prior year. The improvement to our lunch program are not only being recognized by students, parents and staff, but also the local media, which on February 11, 2015 visited Dana Middle School to film an upcoming news story that highlighted the new food service program and focused on the variety of the lunches served, the scratch cooked meals, and the wide variety of fresh fruits and vegetables offered daily in our food service program.

The partnership with Chartwells has been very positive and the collaboration and hard work by everyone has been a rewarding experience. The new food service program is affecting students’ lives for the good, as students who eat healthy feel better about themselves, make better decisions and become better students. The Wiseburn Unified Board of Trustees and staff are excited that the days where students and parents had wished for fresh, healthy meals to be served at school are now in the past and that it is now the District’s reality.

The Wiseburn Unified School District recommends Chartwells to you. If you have any questions about how your potential partnership with Chartwells will affect your district, please do not hesitate to contact me and I will be glad to share our experience with you in person.

Sincerely,


Mr. Dave Wilson
Chief Business Official
Wiseburn Unified School District



Wiseburn Unified School District



Chartwells School Dining

- Nevada (3) Idaho (4)
- Oregon (13) Washington (30)
- Alaska (1) Wyoming (2)
- Colorado (10) New Mexico (1)
- California (11) Arizona (10)

West Region 85 Partnerships

Robert Schrenk
916-500-1970
robert.schrenk@compass-usa.com

Wiseburn Unified School District sees Amazing Results in Food Service Program with Chartwells!

The Wiseburn Unified School District began its partnership with Chartwells School Dining for management and program assistance at the beginning of the 2014-15 School Year and ***“we could not be more please with our choice of bringing in Chartwells,”*** says Dave Wilson, Chief Business Official for the district.

“The feedback that our district administration has received has been overwhelmingly positive. Students, parents and staff have all commented on how good the food looks and tastes. One of the reasons we selected Chartwells was their commitment to culinary excellence and improving our program by going back to *scratch cooking* and preparing high quality, freshly prepared meals in each of our kitchens.

The partnership with Chartwells has been very positive and the collaboration and hard work by everyone has been a rewarding experience. The new food service program is affecting student’s lives for the good, as students who eat healthy feel better about themselves, make better decisions and become better students. **We strongly recommend Chartwells to any other California public school district,**” Mr. Wilson goes on to say.

eatlearnlive.com



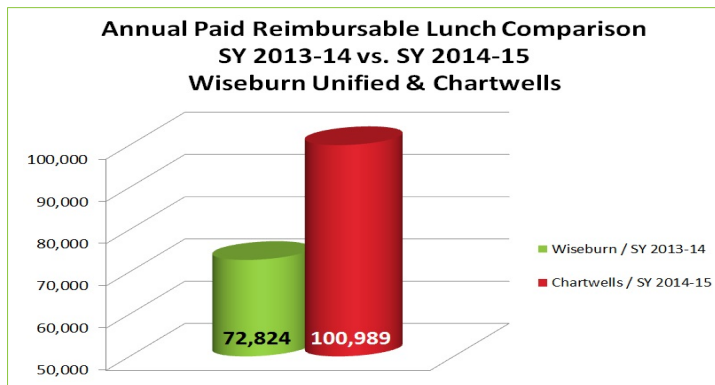
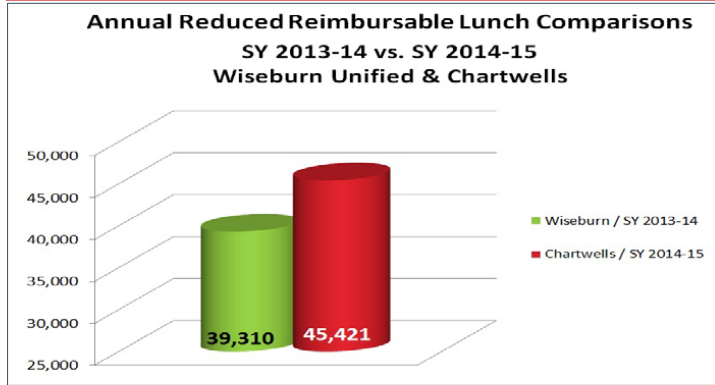
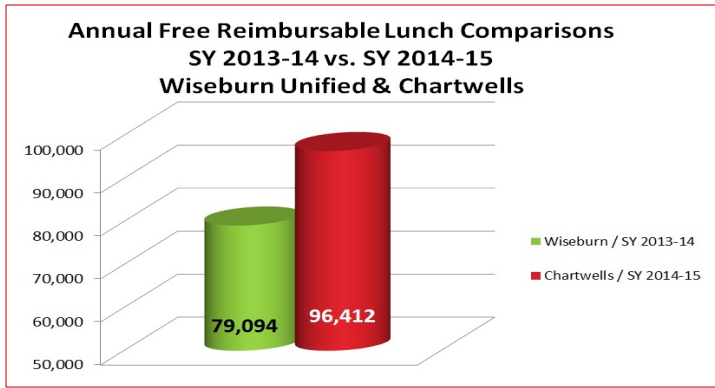


**Chartwells School Dining
At-A-Glance in California**

- Partnerships in Los Angeles County with Birmingham CCHS, La Canada USD, Wiseburn USD and William S. Hart UHSD
- 10 Million Reimbursable Meals Served to California Public School Children Annually
- 20-30% Average Increase in Reimbursable Meals during the First Year of Partnership
- Typically Improved the Annual Audited Financial Results by 25-50% in the First Year of Partnership.



Results: No General Fund Encroachment



ChartwellsK12.com

- SY 2014-15 Results:**
- Guaranteed Program Breakeven ✓
 - No General Fund Encroachment ✓
 - Increased Revenues - \$174,000 ✓
 - Increased Paid Meal Counts - 38% ✓
 - Improved Student Satisfaction ✓
 - Improved Parent Price/Value Matrix ✓



Humboldt County SD



Chartwells School Dining

- Nevada (3) Idaho (4)
- Oregon (13) Washington (30)
- Alaska (1) Wyoming (2)
- Colorado (10) New Mexico (1)
- California (11) Arizona (10)

West Region

85 Partnerships

Robert Schrenk
916-500-1970
robert.schrenk@compass-usa.com

District Reduces General Fund Transfer to Nutrition Program by more than 50% in First Year

The Humboldt County School District in partnership with Chartwells School Dining was able to reduce its General Fund subsidy to the Nutrition Program by more than 50 percent in its first year of operations.

Audited financial results for school-year 2013-14 showed that the district transferred **(\$283,400)** into the food service fund; according to Ronda Havens (Financial Supervisor) the amount of district transfer needed for school-year 2014-15 was only **(\$121,451)** after the districts first full-year with Chartwells as its partner.

Overall student meals counts increased by 19.1 percent according to the state Claims for Reimbursement and total program revenues grew by 27.2 percent from \$728,498 to \$926,315. The increase in student participation earned Humboldt County School District the prestigious **Golden Potato Award** from the Nevada Department of Agriculture.

In addition to partnering with Humboldt County School District, Chartwells also provided nutritious meals to Elko and White Pine County School Districts and has the food service contract with the University of Nevada, Reno.

eatlearnlive.com

Humboldt Year-One Program Results:





RADISHES

CARROTS

TURNI

I. AUTHORIZATION AGREEMENT

High Quality, Great Tasting
and Nutritious Meals

POTATOES

GARLIC

ROOT VEGETABLES IS THE FOOD FOCUS
FOR THE MONTH OF
DECEMBER!

BEETS

CHARTWELLSK12.COM

ONIONS



I. Authorization Agreement

In this section:

The Respondent must sign the Authorization Agreement (Attachment G) and return it with the proposal package.

- Attachment G

Attachment G

Authorization Agreement

Request for Proposal for Food Service Management Company
RFP Number: PCHS2017-01

We, Compass Group USA, Inc., by and through its Chartwells Division, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by Palisades Charter High School.
5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for Palisades Charter High School.
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

FSMC Name: Compass Group USA, Inc., by and through its Chartwells Division

Address: 2 International Drive

City: Rye Brook State: NY Zip: 10573

E-mail Address: Rhonna.Cass@compass-usa.com

Web Site Address: www.compass-usa.com

Name of Authorized Representative: Rhonna Cass

Title of Authorized Representative: CEO, Chartwells K-12



Signature of Authorized Representative

Date Signed: 5/15/17



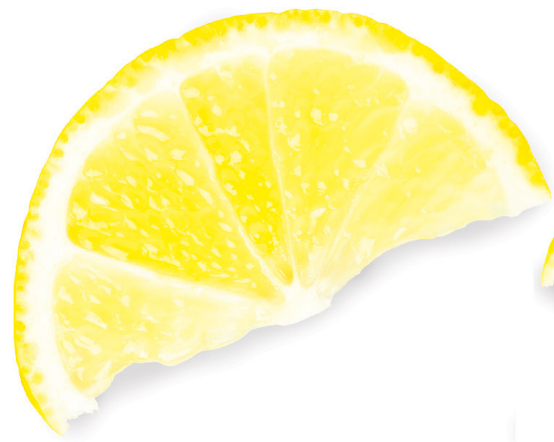
KIWIS



LEMONS



LIMES



J. FEE PROPOSAL

Exceeding Expectations



GRAPEFRUIT



TANGERINES



CITRUS FRUITS IS THE FOOD FOCUS FOR THE MONTH OF JANUARY!

CHARTWELLSK12.COM

ORANGES





J. Fee Proposal

In this section:

The Respondent must complete and submit the Fee Proposal (Attachment H).

- Attachment H

Proposed Financial Agreement for Palisades Charter High School

Sound Financial Position

Lower fixed-price-per-meal rate, no increase in student or staff pricing, enhanced menu options with the use of local and sustainable ingredients, enhanced employee training of your current foodservice staff, an innovative proposal with cutting-edge technology and a proven track record of successful transitions from your current provider to Chartwells are just some of the many reasons to change FSMCs.

Fixed-Price-Per-Meal Rate

The primary factors that impact the fixed price per meal proposed by Chartwells are food and supply costs, on-site consultant labor cost, employee benefits costs and other operational expenses. We believe we can offer the best value in each of these categories and have the history to prove it. In addition, these prices do not reflect Chartwells' additional investment in hourly staff training, uniforms, marketing and merchandising along with overall commitment to the financial and culinary health of the Palisades Charter High School Nutrition Services Program.

Per CDE and USDA, Chartwells acknowledges the Palisades Charter High School must determine (and Chartwells shall credit) the full value of USDA-donated foods to the district. We acknowledge and agree that Chartwells is responsible for reporting the full value of such food monthly to the district.

We also acknowledge and agree that Chartwells' fixed-price invoice will be fully compliant with 7 CFR, Parts 210, 215 and 220, procurement requirements for the National School Lunch, Special Breakfast, and Special Milk programs, per the Food and Nutrition Services USDA Final Rule dated Wednesday, October 31, 2007, and that Chartwells has already taken discounts, rebates and other credits into account when formulating its prices for this fixed-fee contract.

Additionally, Chartwells acknowledges and agrees that our fixed price per meal does not include values of USDA food (as required in your RFP). Chartwells acknowledges that our fixed-price-per-meal rate is our Guarantee.

Finally, Chartwells proposes an agreement commencing on or about July 1, 2017, and continuing through June 30, 2017, with options for four one-year renewals, beginning on July 1 of each subsequent year through June 30 of the following year as provided in this RFP and under federal and state guidelines and regulations. Our agreement will conform to all regulations as set forth by CDE and the U.S. Department of Agriculture. As required by regulations, either party may terminate this agreement by giving 60-day notice of an intention and specific date to terminate this agreement.

Attachment H

Fee Proposal

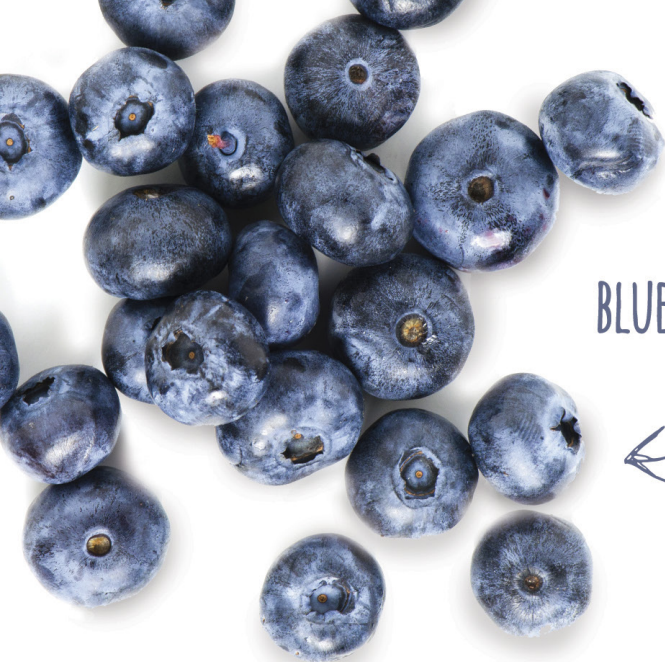
[Note to SFA: The CDE encourages SFAs to require potential bidders to provide a detailed breakdown of costs that are included in the fixed cost price. SFAs should consult their legal counsel regarding the need for and benefit to identifying costs in a fixed-price contract. If your SFA chooses to exclude a breakdown of costs, delete the table titled “Cost Breakdown” below. At a minimum, you must request that the Respondents submit the cost per meal information.]

All costs are based on average daily participation of 900 meals served on 175 number of school days (excluding summer school).

COST BREAKDOWN		
Respondent Instructions		
⇒ Provide a breakdown of all costs included in the fixed price, including personnel costs (# of FTE's).		
⇒ Provide the cost per meal; base all food costs on the attached 21-day cycle menu .		
⇒ Clearly identify all costs		
Item #	Description <i>(Include All <u>Goods</u>, <u>Capital expenditures</u> and <u>Services</u> included in the Fixed Price)</i>	Annual Cost
1.	Net Food & Paper Cost (based 157,500 meals)	\$227,088
2.	Other non-food expenses (based 157,500 meals)	\$18,333
3.	Equipment investment as outlined in Executive Summary	\$9,200
	(Total investment of \$46,000 amortized over 5 yrs @ \$9k per year)	
Sub Total		\$256,421
Personnel Costs		Annual Cost
4.	Management Fee Per Meal	\$95,436
5.	Consultant Fee Per Meal	\$227,384
Sub Total		\$322,820
GRAND TOTAL		\$579,241

[Note to SFA: SFA provides Units in column 2. Delete school programs not applicable]

COST PER MEAL			
Respondent Instructions:			
⇒ Provide the cost per meal; base all food costs on the attached 21-day cycle menu .			
⇒ Prices must not include values for USDA Foods and must include all meal programs applicable.			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast	8,232	\$1.825	\$15,023
Lunch	8,265	\$3.65	\$30,167
Snacks			
Nonreimbursable Meals	2,402	\$3.65	\$8,767
TOTAL	18,899		\$53,957



BLUEBERRIES



BLACKBERRIES



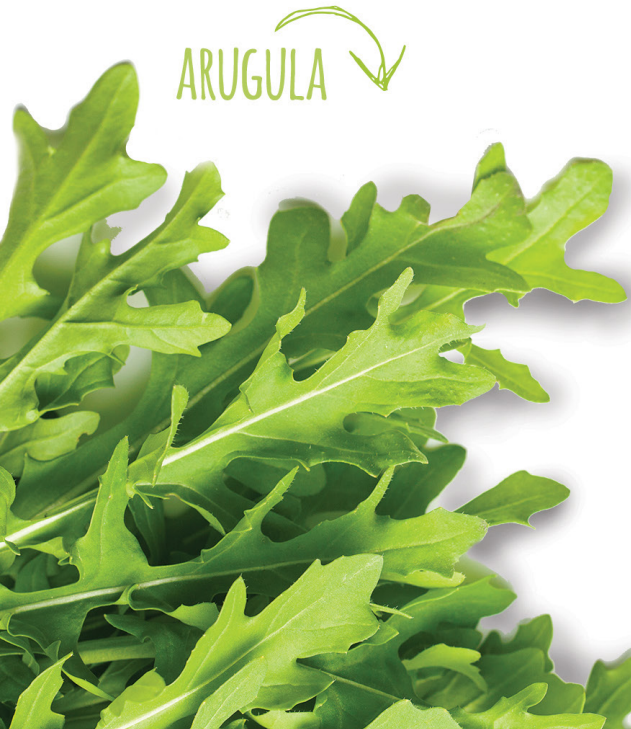
BRUSSELS SPROUTS



SQUASH



K. CERTIFICATIONS



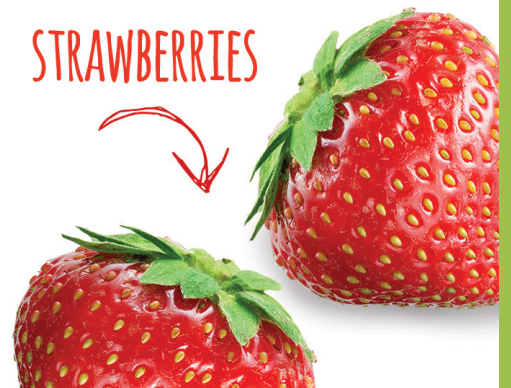
ARUGULA



GREEN BEANS



STRAWBERRIES





K. Certifications

In this section:

- The Respondent must complete the certifications (Attachments I, J, K and L) and return them with the proposal package.

Attachment I

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 7 *CFR*, Part 3018, "New Restrictions on Lobbying," 7 *CFR*, Part 3017, "Government-wide Debarment and Suspension (Nonprocurement)," and 7 *CFR*, Part 3021, "Government-wide Requirements for Drug-Free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the SFA determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Title 31, *U.S. Code* (31 *U.S.C.*) Section 1352, and implemented at 7 *CFR*, Part 3018, for a person entering into a grant or cooperative agreement over \$100,000, as defined at 7 *CFR*, Section 3018.105, the applicant certifies that:

- a) 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b) 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 these instructions; and
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.


NOT APPLICABLE

Attachment J

Disclosure Of Lobbying Activities and Instructions

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

Approve

<p>1. Type of Federal Action:</p> <p>a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. Bid/Offer/Application b. Initial Award c. Post-Award</p>	<p>3. Report Type:</p> <p>a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____</p>	
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <input type="checkbox"/> Tier, if known</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>		
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>		
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>		
<p>11. 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.</p>	<p>Signature: </p>		
	<p>Print Name: Rhonna Cass</p>		
	<p>Title: CEO, Chartwells K-12</p>		
	<p>Telephone No: (914) 935-5300</p>	<p>Date: 5/15/17</p>	
<p>FEDERAL USE ONLY:</p>		<p align="right"><i>Authorized for Local Reproduction Standard Form (SF—LLL (Rev. 7-97)</i></p>	

Attachment K

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 *CFR* Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 *CFR* Section 3017.200:


A. The contractor certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, 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.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Compass Group USA, Inc., by and through its Chartwells Division
Contractor/Company Name Award Number, Contract Number, or Project Name

Rhonna Cass, CEO, Chartwells K-12
Name(s) and Title(s) of Authorized Representatives


Signature(s) 5/15/17
Date

Attachment L

Certificate of Independent Price Determination

Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

Compass Group USA, Inc., by and through its Chartwells Division / Palisades Charter High School
Name of FSMC / Name of SFA

A. By submission of this offer, the offeror (FSMC) 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 the case of an advertised 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 offeror 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 the 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 vendor and 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 (provide detail):

[Handwritten signature of Rhonna Cass]

Signature of FSMC's Authorized Representative

Rhonna Cass, CEO, Chartwells K-12
Title

5/15/17
Date

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

Signature of SFA's Authorized Representative

Title

Date

Note: Accepting a Respondent's offer does not constitute award of the contract.

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

COMPGR0-02 KHARATSJ

DATE (MM/DD/YYYY)
9/20/2016

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

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

PRODUCER Willis of North Carolina, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Insurance Company of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER B : ACE Property & Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance Company of Pittsburgh	19445	INSURER B : ACE Property & Casualty Insurance Company	20699	INSURER C : New Hampshire Insurance Company	23841	INSURER D :		INSURER E :		INSURER F :
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INSURER C : New Hampshire Insurance Company	23841														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217-4611															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			3796744	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 10,000,000
							PRODUCTS - COMP/OP AGG \$ 5,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Self Ins. Phy Damage <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			2935950	09/30/2016	09/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			XOO G27738631	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			014112063	09/30/2016	09/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Garage Keepers			2935950	09/30/2016	09/30/2017	1,500,000
C	Business Auto			2935951	09/30/2016	09/30/2017	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SIR applies as respect to General Liability per terms and conditions of this policy.

The umbrella policy follows the primary insurance coverage captioned above subject to the policy terms and conditions.

Named Insured includes the following Entities: Compass Group USA, Inc., Bon Appetit Management Company, Canteen Vending, Services, Chartwells School Dining, Crothall Services Group, Eurest Dining, Flik International, Levy Restaurant, Morrison Management Specialists, Inc., Vendlink, LLC, Chartwells, Restaurant Associates, Eurest Services, Bateman, Southeast Services Corp., Crothall Healthcare Inc., Crothall Facilities Management Inc., Statewide Services SEE ATTACHED ACORD 101

CERTIFICATE HOLDER Evidence	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



AGENCY CUSTOMER ID: **COMPGR0-02**

KHARATSJ

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217-4611	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:
Inc., SHRM Catering Services, Inc., and Wolfgang Puck Catering and Events LLC, Morrison Senior Living, Morrison Senior Dining Services, Touchpoint Support Services.**

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Compass - MA Auto CARRIER: New Hampshire Insurance Company POLICY TERM: 9/30/2016 – 9/30/2017 POLICY NUMBER: 2935951	Auto Liability – MA Any Auto Self-Ins. Phy Damage \$2,000,000 Combined Single Limit
POLICY TYPE: Compass - VA Auto CARRIER: National Union Fire Insurance Company of Pittsburgh POLICY TERM: 9/30/2016 – 9/30/2017 POLICY NUMBER: 2935953	Auto Liability – VA Any Auto Self-Ins. Phy Damage \$2,000,000 Combined Single Limit
POLICY TYPE: Excess Business Auto Liability CARRIER: National Fire and Marine Insurance Company POLICY TERM: 9/30/2016 – 9/30/2017 POLICY NUMBER: 42-XSF-302909-01	Any Auto \$3,000,000 Combined Single Limit
POLICY TYPE: Compass - Liquor (Compass) CARRIER: National Union Fire Insurance Company of Pittsburgh POLICY TERM: 9/30/2016 – 9/30/2017 POLICY NUMBER: 3796740	Liquor Liability \$1,000,000 Each Common Cause \$10,000,000 Aggregate SIR applies as respect to Liquor Liability per terms and conditions of this policy.

Compass Group USA, Inc.

Policy Term: 09/30/2016 to 09/30/2017

Workers' Compensation and Employers Liability Policies

<u>Coverage</u>	<u>Policy Number</u>	<u>Carrier</u>	<u>WC Coverage</u>	<u>EL Limits</u>
Work Comp/EL	014112063	New Hampshire Insurance Company NAIC 23841-001 Policy Covers States of: AL, AR, CO, CT, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, MI, MN, MO, MS, MT, NE, NM, NV, NY, OK, OR, RI, SC, SD, TN, TX, WV	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	014112070	New Hampshire Insurance Company NAIC 23841-001 Policy Covers States of: AK, AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	014112065	New Hampshire Insurance Company NAIC 23841-001 Policy Covers States of: MA,WI, Stop Gap Coverage: ND, OH, WA, WY	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	014112069	American Home Assurance NAIC Policy Covers State of CA	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	014112064	Illinois National Insurance Company NAIC 23817-001 Policy Covers State of FL	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	014112066	New Hampshire Insurance Company NAIC 23841-001 Policy Covers State of ME	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease

CLEAN AIR AND WATER CERTIFICATE

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 School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Compass Group USA, Inc., by and through its Chartwells Division
Name of Food Service Management Company

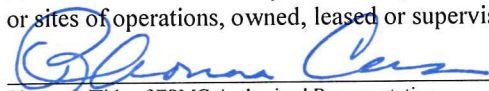
Palisades Charter High School
Name of School Food Authority

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

Rhonna Cass, CEO, Chartwells K-12
Title

5/15/17
Date

Signature/Title of SFA Authorized Representative

Title

Date

License to do Business



State of California

SECRETARY OF STATE'S OFFICE

1967263

CERTIFICATE OF QUALIFICATION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That on the 25TH day of APRIL, 1996,

COMPASS GROUP USA, INC. WHICH WILL DO BUSINESS IN

CALIFORNIA AS COMPASS GROUP FOODSERVICE,

a corporation organized and existing under the laws of DELAWARE,
complied with the requirements of California law in effect on that date for the
purpose of qualifying to transact intrastate business in the State of California, and
that as of said date said corporation became and now is fully qualified and
authorized to transact intrastate business in the State of California,

SUBJECT HOWEVER, TO:

- (a) any licensing requirements otherwise imposed by the laws of this state, and
- (b) that subject corporation shall transact all intrastate business within this State under the above fictitious name elected by it.



IN WITNESS WHEREOF, I
execute this certificate and
affix the Great Seal of the
State of California this
26TH day of APRIL, 1996

Bill Jones
Secretary of State



CARROTS



PEPPERS



CUCUMBERS

CONTRACT INFORMATION



SQUASH

GARDEN VEGETABLES IS THE FOOD FOCUS FOR THE MONTH OF APRIL!



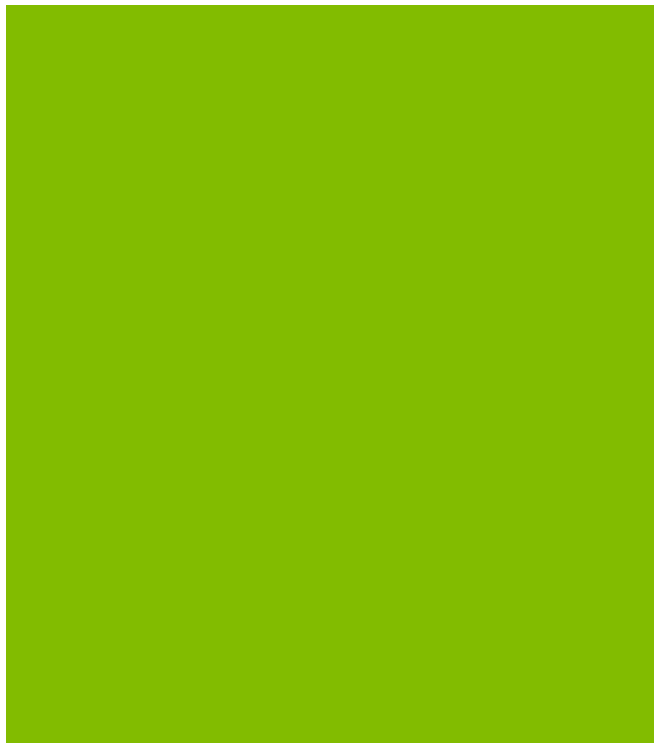
GREEN BEAN





LETTUCE



TOMATOES



Contract Summary

FOOD SERVICES CONTRACT	CONTRACT NUMBER
	REGISTRATION NUMBER
1 This contract is entered into between the school food authority and the food service management company named below: SCHOOL FOOD AUTHORITY NAME PALISADES CHARTER HIGH SCHOOL FOOD SERVICE MANAGEMENT COMPANY NAME	
2 The term of this Contract is for one year, commencing on July 1, 2017 and ending on June 30, 2018	
3 The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served \$	
4 The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract. Request for Proposal Released Contractor Proposal Received Attached Terms and Conditions Exhibit A: Scope of Work Exhibit B: Schedule of Fees	
IN WITNESS WHEREOF, the parties hereto have executed this Contract.	
FOOD SERVICE MANAGEMENT COMPANY	
NAME of FSMC (if other than an individual, state whether a corporation, partnership, etc.) Compass Group USA, Inc., by and through its Chartwells Division	
BY (Authorized Signature) 	DATE SIGNED (do not type) 5/15/17
PRINTED NAME AND TITLE OF PERSON SIGNING Rhonna Cass, CEO, Chartwells K-12	
ADDRESS 2 International Drive, Rye Brook, NY 10573	
SCHOOL FOOD AUTHORITY	
NAME of SFA PALISADES CHARTER HIGH SCHOOL	
BY (Authorized Signature) 	DATE SIGNED (do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING DR. PAMELA MAGEE EXECUTIVE DIRECTOR/PRINCIPAL	
<input type="checkbox"/> Exempt per:	

California Department of Education Use Only

Model Fixed-Price Contract

Exhibit 1

Model Fixed-Price Contract
FOOD SERVICE MANAGEMENT COMPANY

PALISADES CHARTER HIGH SCHOOL
FOOD SERVICE PROGRAM

15777 BOWDOIN STREET PACIFIC PALISADES, CA 90272

Phone(310)230-6623

FAX-(310)454-6348

SAMPLE

Model Fixed-Price Contract

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Contract Summary

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Exhibit B: Schedule of Fees	Enter page(s)											
<p>IN WITNESS WHEREOF, the parties hereto have executed this Contract.</p>												
FOOD SERVICE MANAGEMENT COMPANY		<p><i>California Department of Education Use Only</i></p>										
NAME of FSMC (if other than an individual, state whether a corporation, partnership, etc.)												
BY (Authorized Signature)	DATE SIGNED (do not type)											
 PRINTED NAME AND TITLE OF PERSON SIGNING												
ADDRESS												
SCHOOL FOOD AUTHORITY		<p><input type="checkbox"/> Exempt per:</p>										
NAME of SFA												
PALISADES CHARTER HIGH SCHOOL												
BY (Authorized Signature)	DATE SIGNED (do not type)											
 PRINTED NAME AND TITLE OF PERSON SIGNING												
DR. PAMELA MAGEE EXECUTIVE DIRECTOR/PRINCIPAL												

Model Fixed-Price Contract

I. Introduction

The **Palisades Charter High School**, hereinafter referred to as the school food authority (SFA), enters into this Contract with **[food service management company name]**, hereinafter referred to as the food service management company (FSMC) to provide food service management assistance for the SFA’s food service program, hereinafter referred to as “Services.” **During the term of this Contract, the FSMC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.**

II. General Terms and Conditions

A. Term

The term of this contract is one year. The FSMC shall commence providing Services under the Contract on **July 1, 2017** and continue through **June 30, 2018**. After careful consideration, the SFA may annually renew this Contract for four additional one year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations.

B. Designated Contract Liaisons

SFA Liaison for Services		FSMC Liaison for Services	
Name: Gregory Wood		Name:	
Title: Chief Business Officer		Title:	
Phone: (310)230-6650	Cell Phone: N/A	Phone:	Cell Phone:
Fax: 310-454-6348	E-mail: gwood@palihigh.org	Fax:	E-mail:

Respondents shall serve or deliver by postal mail all legal notices to:

SFA	FSMC
Name: Gregory Wood	Name:
Title: Chief Business Officer	Title:
Address: 15777 Bowdoin St. Pacific Palisades, CA 90272	Address:

C. Fees

1. Fixed-price Contracts

The SFA will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the FSMC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in Title 7, *Code of Federal Regulations (7 CFR)*, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract.

2. Payment Terms

The FSMC shall submit **monthly** invoices by **30th** of the following month that reflect all activity for the previous **calendar month**. The FSMC must submit detailed cost documentation **monthly** to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC, and must be allowable costs consistent with the cost principles in Title 2, *Code of Federal Regulations (2 CFR)*, parts 225 or 230, as applicable. The SFA will pay invoices submitted by the FSMC within **30 business** days of the invoice date. The SFA will pay invoices received by its accounting department by the **end of the following calendar month**, if the invoices pass the SFA's audit. The SFA will notify the FSMC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA.

3. Interest, Fines, Penalties, and Finance Charges

Interest, fines, penalties, and finance charges that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund). The SFA will not pay unallowable expenses from the SFA's cafeteria fund.

4. Spoiled or Unwholesome Food

The SFA shall make no payment to the FSMC for food that, in the SFA's determination, is spoiled or unwholesome at the time of delivery, does not meet detailed food component specifications as developed by the SFA for

the meal pattern, or does not otherwise meet the requirements of this Contract (7 *CFR* Section 210.16[c][3]).

The SFA shall make no payment to the FSMC for meals that, in the SFA's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the SFA for the meal pattern, or do not otherwise meet the requirements of this Contract (7 *CFR* Section 210.16[c][3]).

D. Contract Cost Adjustment

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract.

E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

F. Timeliness

Time is of the essence in this Contract.

G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE.

H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party.

I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract:

- The addition of a program
- A major shift in responsibilities for FSMC/SFA staff
- A modification that changes the scope of the Contract or increases the price of the Contract by more than the applicable federal, state, or local small purchase threshold (7 *CFR* Section 3016.36[g][2][iv] and [v])

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA.

K. Written Commitments

Any written commitment by the FSMC relative to the services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal
- Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

L. Trade Secrets/Copyrights

The FSMC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FSMC regularly use in the operation of their business or that they develop independently during the

course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the SFA, and the FSMC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the following for federal government purposes:

- The copyright in any work developed under a federal grant, subgrant, or contract under a grant or subgrant
- Any rights of copyright to which a grantee, subgrantee, or a contractor purchases ownership with federal grant support (7 CFR Section 3016.34)

M. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

N. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

O. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

P. Indemnification

The FSMC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's

obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction.

The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

Q. Sanctions

For the breach of the Contract and associated benefits:

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

R. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.
2. Force majeure does not include any of the following occurrences:
 - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
 - Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
 - Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits
3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other

party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR* Section 210.16(d).

4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

S. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), or Child and Adult Care Food Program (CACFP) will be discriminated against on the 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 derived from any public assistance program or protected genetic information in employment or in any program or activity conducted or funded by the USDA. (Not all prohibited bases will apply to all programs and/or employment activities.)

T. Compliance with the Law

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the FSMC's compliance efforts.

The FSMC shall comply with 2 *CFR* parts 225 or 230 as applicable, 7 *CFR* parts 210 (NSLP), 220 (SBP), 225 (SFSP), 226 (CACFP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), 3016 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), 3019 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations) **as applicable**, USDA FNS Instructions and policy, federal laws and regulations, California *Education Code (EC)*, and California laws and regulations, where applicable.

U. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

V. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.

III. Relationship of the Parties

- A.** The FSMC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FSMC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSMC for taxes; all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA (*EC Section 45103.5*).
- B.** Where the SFA is a public school district or program operated by the county Office of Education, the FSMC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, or Afterschool Meal Supplements (AMS) under the NSLP (*EC Section 45103.5*).
- C.** All services to be performed by the FSMC will be as agreed between the FSMC and the SFA. The FSMC will be required to report to the SFA concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.
- D.** The SFA is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

IV. Food Service Program

A. Food Service Management Company Responsibilities

1. The FSMC will provide the SFA with a biometric reader while continuing to use the SFA's current electronic Point of Service (POS) meal/milk counting system. Such meal/milk counting system must eliminate any potential for the overt identification of free and reduced-price eligible students under 7 *CFR* Section 245.8. This POS system will be used for the duration of this Contract and the FSMC will not take an ownership interest or option in the POS system provided.
2. The FSMC shall, to the maximum extent practicable, purchase domestic commodities or products (7 *CFR* Section 210.21[d][2]).

B. School Food Authority Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).
2. The SFA shall retain control of the quality, extent, and general nature of the food service program and establish all program and nonprogram meal and a la carte prices (7 *CFR*, sections 210.9[b][1] and 210.16[a][4]).
3. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 *CFR* Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 *CFR* Section 210.8[a][1]).
4. The SFA shall retain control of the nonprofit school service account and overall financial responsibility for the nonprofit food service operation; the quality, extent, and the general nature of its food service; and the prices children are charged for meals (7 *CFR* Section 210.16[a][4]).

5. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (*7 CFR* Section 210.10[g]).
6. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (*7 CFR* Section 210.16[a][5]).
7. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (*7 CFR* Section 210.21).
8. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).
9. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk. (*EC* Section 49558 and *7 CFR* Section 245.6).
10. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least annually (*EC* Section 49558).
11. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the FSMC, to the extent that such information is necessary for the FSMC to fulfill its obligations under this Contract. The FSMC will not disclose the eligibility status of individual students or confidential information provided.
12. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (*EC* Section 49558 and *7 CFR* Section 245.7).
13. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (*7 CFR* sections 245.6 and 245.6a).

14. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (7 *CFR* Section 210.16[a][8]).
15. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met by the FSMC preparing or serving meals at an SFA facility (7 *CFR* Section 210.16[a][7]).

V. U.S. Department of Agriculture Foods

A. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR* Section 210.16[a][6]).
2. In accordance with 7 *CFR* Section 250.53, the FSMC shall comply with the following provisions relating to the use of USDA Foods, as applicable:
 - a. The FSMC must credit the SFA for the value of all USDA Foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the USDA Food value of processed end products to the SFA (7 *CFR* Section 250.51[a])
 - b. The FSMC shall account for the full value of USDA Foods (7 *CFR* Section 250.51) by:
 - i) Subtracting the value of all USDA Foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and
 - ii) Using the Average Price File for the school year that the USDA Foods are received by the SFA. This listing is available from the USDA Food Distribution Web page at <http://www.fns.usda.gov/fdd/processor-pricing-reports>
3. The FSMC will be responsible for any activities relating to USDA Foods in accordance with 7 *CFR* Section 250.50(d)(2), (3), and (4), and will

ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR* Part 250.

4. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
5. The FSMC must use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service (7 *CFR* Section 250.51[d]).
6. In accordance with 7 *CFR* Section 250.51(d), the FSMC may, in most cases, use commercially purchased foods of the same generic identity, of U.S. origin and of equal or better quality, in place of donated foods. Exceptions are donated ground beef, donated ground pork, and all processed end products, which contain donated foods that may not be replaced with commercial substitutes. The SFA must ensure that such substitution has been made and that it has received credit for the value of all donated foods received, in accordance with review requirements in 7 *CFR* Section 250.54(c).
7. According to 7 *CFR* Section 250.53(a)(7), the FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of USDA Foods contained in end products.
8. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR* Part 250.
9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for USDA Foods.
10. The distributing agency, subdistributing agency, the CDE, SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.
11. The FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 *CFR* Section 250.54(b).
12. Any extensions or renewals of the Contract, if applicable, are contingent upon the fulfillment of all Contract provisions relating to USDA Foods.

B. School Food Authority Responsibilities

1. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods received by the SFA and made available to the FSMC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR* Section 210.16[a][6]).
2. The SFA shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR* Section 210.9[b][15]).
3. The SFA will maintain records to document its compliance with requirements relating to USDA Foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all USDA Foods in accordance with 7 *CFR* sections 250.54(a) and (c).

VI. Meal Responsibilities

A. The FSMC shall:

1. Serve meals on such days and at such times as requested by the SFA.
2. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program.
3. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR* Part 210.

VII. Food Service Management Company Employees

- A.** The FSMC shall only place staff for work in the SFA that met the minimum professional standards outlined in 7 *CFR* 210.30 which can be viewed at the following web page:
http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf. The SFA shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSMC shall remove from the SFA premises any staff who fail to take the required training.

The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

- B. The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).
- C. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the SFA [38 weeks] calendar weeks prior to the commencement of operation.
- D. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.
- E. The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.
- F. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.
- G. The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

VIII. Books and Records

- A. The SFA and the FSMC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSMC shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 CFR Section 210.16(c)(1).
- B. The SFA and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE and USDA FNS for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings

have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR* Section 210.9[b][17]).

- C. The FSMC shall not remove state or federally required records from the SFA premises upon contract termination.
- D. The SFA and the FSMC shall allow the CDE, USDA, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the FSMC that are directly pertinent to the Contract for the purpose of making any audit, examination, excerpts, and transcriptions (7 *CFR* Section 3016.36[i][10]).

IX. Monitoring and Compliance

- A. The FSMC shall monitor the food service operation of the SFA through periodic on-site visits in order to develop recommendations for improvement of the food service program.
- B. The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.
- C. The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR* Section 210.8(a). At a minimum, these internal controls shall include all of the following:
 - An on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 *CFR* Section 210.8[a][1])
 - Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches
 - A system for following up on lunch counts that suggest the likelihood of lunch counting problems.

X. Equipment, Facilities, Inventory, and Storage

- A.** The SFA will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The SFA shall provide the FSMC with local telephone service. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA's premises.
- B.** The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA's premises within 10 days of its placement on the SFA's premises.
- C.** The premises and equipment provided by the SFA for use in its nonprofit food service program shall be in good condition and maintained by the SFA to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health including, without limitation, Occupational Safety and Health Administration regulations. The SFA further agrees that any structural or nonstructural modifications or alterations to the workplace or the premises necessary to comply with any statute or governmental regulation shall be the responsibility of the SFA and shall be at the SFA's expense. This provision shall survive termination of this Contract.
- D.** The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- E.** Ownership of the beginning inventory of food and supplies shall remain with the SFA.
- F.** All USDA Foods shall remain with the SFA.
- G.** Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

XI. Certifications

- A.** The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR* parts 225 and 230; 7 *CFR* parts 210, 220, 225, 245, 250, 3016, and/or 3019; and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.

- B.** The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
- C.** The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued, including:
- Section 306 of Clean Air Act (42 U.S.C. 1847[h]): <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
 - Section 508 of the Clean Water Act (33 U.S.C. 1368): <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
 - Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>
 - Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the FSMC agrees not to use a facility listed on the EPA's List of Violating Facilities
- D.** Debarment Certification
- The USDA Certification Regarding Debarment must accompany each subsequent four (4) additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- E.** Lobbying
- The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany each subsequent four (4) additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- F.** Energy Policy and Conservation Act:
<http://legcounsel.house.gov/Comps/EPCA.pdf>.
- The SFA 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.

- G.** Contract Work Hours and Safety Standards Act Compliance:
<https://www.dol.gov/whd/govcontracts/cwhssa.htm>

In performance of this Contract, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

XII. Insurance

The parties shall maintain the following insurances:

A. Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars (\$1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

B. Comprehensive or Commercial Insurance

The FSMC shall maintain during the term of this Contract, for protection of the SFA and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the FSMC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

C. Property Insurance

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

XIII. Termination

Either party may terminate this Contract at any time upon 60-days' written notice (7 *CFR* Section 210.16[d]).

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract ("cause"). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (7 *CFR* Section 3016.36[i][2]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety under either 7 *CFR*, Section 3016.43, or 7 *CFR*, Section 3016.44(a), pursuant to 7 *CFR* Section 3016.44. The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

Exhibit B

Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 *CFR* parts 225 and 230 as applicable.

All costs are based on the average daily participation of [900] students in the district and 175 school days.

Cost per Meal

Note: Prices must **not** include values for USDA Foods, and must include all meal programs.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	8,232	\$1.825	\$15,023
Lunch	8,265	\$3.65	\$30,167
Snacks		\$	\$
Seamless Summer Feeding Option		\$	\$
Child and Adult Care Food Program Supper		\$	\$
Nonreimbursable Meals	2,402	\$3.65	\$8,767
TOTAL		\$	\$53,957

*Units to be provided by SFA, based upon a 21 day meal cycle



Contract Addendum

Addendum to the Contract by and between Compass Group USA, Inc. by and through its Chartwells Division (“FSMC”) and Palisades Charter High School (“SFA”) dated as of July 1, 2017.

1. Section II (C)(2) is amended by deleting the words “if the invoices pass the SFA’s audit” and delete “which the SFA will not pay until the invoices have passed audit”.
2. Page 4, Section II (D), is amended by inserting the following:
“Notwithstanding the foregoing, the fixed price per meal/meal equivalent shall be adjusted on the first day of each renewal term at a rate equal to the greater of the increase in the (1) Employment Cost Index, Private Industry, Compensation, Not Seasonally Adjusted – CIU201000000000A (“ECI”); or (2) Consumer Price Index- Food Away From Home (“CPI”) for the preceding year.”
3. Section II (P), is amended by deleting this section in its entirety and inserting the following:
“To the extent permitted by state law, each party shall indemnify, defend and hold the other harmless from any and all losses, damages or expenses, including reasonable attorneys’ fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage to the extent caused by the negligent act or omission of such party. Notification of an event giving rise to an indemnification claim (“Notice”) must be received by the indemnifying party within thirty (30) days following receipt of such claim and shall include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder.”
4. Section II (Q), is amended by inserting “If the FSMC violates or breaches the contract terms, the SFA may seek administrative, contractual, or legal remedies, sanctions and penalties as may be appropriate. 7CFR§210.16(b)(2) and 7CFR§3016.36(i)(1)”
5. Section II (R)(2), is amended by deleting it in its entirety.
6. Section V, is amended by inserting Subsection (C) which states as follows:
“Notwithstanding the foregoing, if upon termination of the agreement, there remains USDA donated commodities that have not been used but have been credited to the SFA, then SFA shall cause the subsequent FSMC to pay to Chartwells the credited value of such commodities. If this is not possible Chartwells reserves the right to remove the commodities for use at an alternate, approved client site.”
7. Section VII is amended by inserting a NEW subsection (H) which reads as follows:
“In the event that an SFA employee’s employment with the SFA is terminated, and the replacement for such SFA employee is an FSMC employee (a “Replacement Employee”), the fixed price will not include the labor for such Replacement Employee and the FSMC shall charge the SFA for the cost of the labor for such Replacement Employee (including, but not limited to, salary and benefits). The SFA and the FSMC will mutually agree on the amount of the charge for labor.”
8. Section XII, is amended as follows:
 - a. Subsection A is restated to read: “Each party shall maintain Workers’ Compensation Insurance coverage as required by state law, which will include Employers’ Liability in the amount of one million dollars (\$1,000,000) each employee/each accident/policy limit, covering the party’s respective employees employed in connection with the Child Nutrition Program operations.”

- b. Subsection B: delete “Comprehensive or Commercial Insurance” and replace it with “Commercial General Liability” in the section heading; delete the words “for protection of the SFA and the FSMC”; insert the words “and in the aggregate” after the word “occurrence”; delete the words “operations and activities” and replace with “negligent acts or omissions”; insert “Notwithstanding the foregoing, the Commercial General Liability policy need not contain such a covenant, but the FSMC hereby agrees to provide the SFA thirty (30) days written notice of cancellation”; delete the last sentence and replace it with “The SFA shall be listed as an additional insured on the general liability policy.”; insert “Minimum policy limits may be satisfied through a combination of primary, excess and/or umbrella policies.”

The agreement is amended by inserting the following NEW sections:

9. IT Security. In connection with the services being provided hereunder, Compass may need to operate certain information technology systems (“Compass Systems”), which the parties expressly agree will not interface with or connect to Client’s networks or information technology systems (“Client Systems”). Compass shall be responsible for all Compass Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Compass serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Compass will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (“Data Protection Rules”). If at any point the parties decide for Compass Systems to interface with or connect to Client Systems, then the parties will mutually agree on an amendment to this Section appropriately allocating responsibility for compliance with data protection laws, regulations, and standards..
10. Non-solicitation. The FSMC’s employees performing Services or administrative work at the Premises shall be subject to the rules and regulations established by the SFA as reasonable and necessary for its operations. Neither Party shall during the Term of this Agreement or for one year thereafter solicit to hire, hire or contract with either Party’s employees who managed any Services or any other highly compensated employee, or any persons who were so employed, whether at the premises or another facility operated by the other (“Supervisory Employee”) during the year prior to the expiration or termination of this Agreement, nor will the SFA permit supervisory employees of the FSMC to be employed on the SFA’s Premises, for a period of one year subsequent to the termination or expiration of this Agreement (unless such employees were formerly employees of the Client) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider (“One-year Non-solicitation”). In the event of any breach of such One-year Non-solicitation, the breaching Party shall pay and the injured Party shall accept an amount equal to twice the annual salary of the relevant Employee as liquidated damages. This provision shall survive termination or expiration of the Contract.
11. Investment. FSMC will fund certain improvements to SFA’s premises to facilitate the performance of the food service program (collectively the “Investment”). The Investment shall not exceed Forty Five Thousand and Two Dollars and Sixty-Seven Cents (\$45,002.67). The Investment shall be amortized below the line at Chartwells’ expense over a period of five (5) years calculated on a straight-line depreciation basis beginning July 1, 2017 and ending June 30, 2022. SFA shall hold title to items funded by the Investment at the time they are purchased and/or installed at SFA’s facility. If this Contract is terminated or not renewed for any reason prior to the full amortization of the Investment, SFA shall promptly select one of the following options: (i) pay the full amount of the unamortized portion of the Investment immediately upon termination; (ii) retain any equipment or other items funded by the Investment and continue to make payment to FSMC in accordance with the agreed upon monthly amortization schedule; or (iii) require the successor food service management company to promptly pay

FSMC the unamortized portion of the Investment in full and continuing to pay the remaining monthly amortization payments to such successor company instead of to FSMC.

Additionally, the FSMC will fund additional improvements to the SFA’s premises to facilitate the performance of the food service program (collectively the “Additional Investment”). The Additional Investment shall not exceed Thirty Seven Thousand Eight Hundred and Seventy-One Dollars and Eighty Cents (\$37,871.80). The Additional Investment shall be amortized over a period of five years calculated on a straight-line depreciation basis beginning July 1, 2017 and ending June 30, 2022, with the monthly amortized cost of the Additional Investment not included in the fixed cost per meal billing rate. The SFA shall be invoiced monthly for the depreciation as an allowable cost of the operation. The SFA shall hold title to items funded by the Additional Investment at the time they are purchased and/or installed at the SFA’s facility. If this contract is terminated or not renewed for any reason prior to the full amortization of the Additional Investment, the SFA shall promptly select one of the following options: (i) pay the full amount of the unamortized portion of the Additional Investment immediately upon termination; (ii) retain any equipment or other items funded by the Additional Investment and continue to make payment to the FSMC in accordance with the agreed upon monthly amortization schedule; or (iii) require the successor food service management company to promptly pay the FSMC the unamortized portion of the Additional Investment in full and continuing to pay the remaining monthly amortization payments to such successor company instead of to the FSMC.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be signed by their duly authorized officers as of the day and year first above written.

Palisades Charter High School

Compass Group USA, Inc., by and through its Chartwells Division

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

