

RFP FSMC Timeline Summary

Thursday, March 17, 2022	ECR FSMC Facilities Mandatory Tour	(1) Chartwells (2) Sodexo (3) Genuine Foods (4) Huntington Foods (5) Fresh Start
Tuesday, April 19, 2022	ECR Taste Test participation	(1) Chartwells (2) Huntington Foods (3) Fresh Start
Friday, April 29, 2022	Proposals Submitted	(1) Chartwells (2) Fresh Start

FSMC SCORING RUBRIC

CRITERIA	Chartwells	Fresh Start	MAXIMUM POINTS
Cost	35	30	35
Administrative Requirements: Did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	5	5	5
Experience with School Breakfast and National School Lunch Programs.	20	18	20
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	5	5	5
The financial stability of the Respondent.	5	4	5
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	5	5	5
Taste Test, Food quality and appeal (Attachment L)	20	15	25
TOTAL POINTS	95	82	100

	Units	Fresh Start - Per Unit	Fresh Start - Total Est. Cost	Chartwells - Per Unit	Chartwells - Total Cost
Breakfast	100,000	3.23	\$ 323,000	2.48	\$ 248,000
Lunch	150,000	4.63	\$ 694,500	4.057	\$ 608,550

Total Fresh Start: \$ 1,017,500 Total Chartwells: \$ 856,550

Difference
\$ 160,950

FSMC Taste Test Score Summary

FRESH START

3.8	3.3	3.8	3.6	3.6
Lasagna/Mashed potatoes	Salad, chicken, carrots	Yogurt parfait	Pancakes/French toast	OVERALL Score

HUNTINGTON FOODS

3.8	4.4	4.4	4.5	4.3
English muffin	Potato soyrizo plate	Pasta	Gardine Chicken wrap	Overall Score

CHARTWELLS

4.5	4.6	3.7	3.2	4.0
Veg/Hummus sandwich	Parfait	Mac n Cheese	Chorizo Burrito	Overall Score

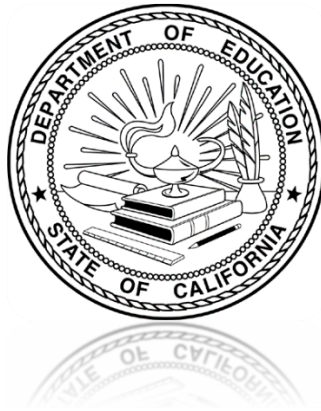
**Taste test was performed with 20 participants

California Department of Education

Request for Proposal
and
Model Fixed-price Contract

for

School Food Authorities
Procuring the Services of a
Food Service Management Company



Procurement Resources Unit
Nutrition Services Division
Systems Support Branch

February 2022

SCHOOL FOOD AUTHORITIES MUST READ THIS PAGE

How to Use CDE's Sample RFP and Fixed-price Contract

The California Department of Education (CDE) is providing this sample Request for Proposal (RFP) and Fixed-price Contract to guide school food authorities (SFA) in the development of an RFP and contract to obtain food service management company (FSMC) assistance for their school food service operation. The SFA may revise the non-required terms of the RFP and contract to fit the SFA's needs with CDE prior approval (Title 7, *Code of Federal Regulations* [7 CFR], Section 210.16(a)(9)). The RFP, contract, and all attachments and exhibits are considered a complete solicitation packet when posting it to their Web site or releasing it to potential respondents.

Required Preapproval

SFAs are not relieved from the requirement to obtain approval from the CDE prior to the release of an RFP and Fixed-price contract to potential respondents when using *this* sample. The SFA must make any required changes before the CDE will approve their RFP and Fixed-price contract. Additionally, SFAs must submit the results of their proposal process to the CDE before executing their contract. More information is available on this requirement as well as the CDE timeline on the NSD Procurement Resources Unit web page <http://www.cde.ca.gov/ls/nu/sn/fsmcproc.asp>.

RFP and Fixed-price Contract Approval Disclaimer

The CDE does not intend this sample RFP and Fixed-price contract to be a "prototype," inclusive of all terms, provisions, and program requirements applicable to FSMC procurements and contracts. The SFA remains responsible for ensuring that their procurement documents comply with all applicable laws, program instructions, and guidance materials. The SFA should consult with their legal counsel regarding any proposed procurement methods or contract language.

Resources

- This sample RFP and Fixed-price Contract includes state and federal regulations that are relevant to this type of contract. These laws and regulations are available on the CDE Procurement Resources Unit (PRU) web page at <http://www.cde.ca.gov/ls/nu/sn/fsmcproc.asp>.

Notice of Request for Proposals
Food Service Management Company
RFP 2022-001

Notice is hereby given that the Governing Board of the El Camino Real Charter High School (hereinafter referred to as **SFA**) is requesting proposals for a food service management company (hereinafter referred to as **Respondent[s]**) to assist with the SFA's food service program.

Respondents should not construe from this legal notice that the SFA intends to enter into a fixed-price contract with the Respondent unless, in the opinion of the SFA, it is in the best interest of the SFA to do so. The SFA reserves the right to negotiate final contractual terms with the successful Respondent.

The Request for Proposal (RFP) documents are available from the SFA's
Web site at <http://www.ecrchs.net/>

To request the RFP documents by email, postal mail, or fax, please contact
Gregory Wood
email g.wood@ecrchs.net
Postal Mail: 5440 Valley Circle Blvd
Woodland Hills, CA 91367
fax (818) 595-7501

The SFA will record and provide answers to any questions or requests for clarifying information about the RFP during the question and answer period.

The SFA will hold either a **Mandatory In-person or Virtual Tour** of the SFA facilities on
March 17, 2022
Location: 5440 Valley Circle Blvd
Woodland Hills, CA 91367

All potential Respondents must attend in order to submit a proposal

Respondents must submit written proposals in a sealed package labeled
"Proposal - Food Service Management Company 2022-001
Addressed to the SFA at:
Gregory Wood
Chief Business Officer
5440 Valley Circle Blvd
Woodland Hills, CA 91367

The SFA will accept all proposals received on or before **April 29th, 2022 at 2:00pm**. The SFA will not accept proposals that are received after the deadline. The SFA will open proposals at **2:00pm on May 4th, 2022**.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to their governing board, as applicable, at its regularly scheduled meeting.

El Camino Real Charter High School

**REQUEST FOR PROPOSAL
FOOD SERVICE MANAGEMENT COMPANY
Cover Page**

CONTACT INFORMATION

2022-001

by

El Camino Real Charter High School
FOOD SERVICE PROGRAM

ADDRESS ALL PROPOSALS TO:

Gregory Wood
Chief Business Officer
5440 Valley Circle Blvd
Woodland Hills, CA 91367

CDE Approved February 25, 2022

ECRCHS

Request for Proposal

Table of Contents

INTRODUCTION/PURPOSE OF SOLICITATION.....	6
SCHEDULE OF EVENTS.....	8
GENERAL INSTRUCTIONS FOR RESPONDENTS.....	8
PROPOSAL REQUIREMENTS.....	12
EVALUATION OF PROPOSALS.....	16
ATTACHMENT A: ATTACHMENTS CHECKLIST	17
ATTACHMENT B: MANDATORY TOUR.....	18
ATTACHMENT C: MINIMUM QUALIFICATIONS.....	19
ATTACHMENT D: FSMC PROFESSIONAL STANDARDS	20
ATTACHMENT E: PROPOSAL QUESTIONNAIRE	21
ATTACHMENT F: RESPONDENT REFERENCES.....	22
ATTACHMENT G: AUTHORIZATION AGREEMENT	22
ATTACHMENT H: FEE PROPOSAL.....	24
ATTACHMENT I: CERTIFICATION REGARDING LOBBYING	25
ATTACHMENT J: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.....	30
ATTACHMENT K: 21-DAY CYCLE MENU	32
EXHIBIT 1: MODEL FIXED-PRICE CONTRACT.....	I

Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a food service management company (FSMC) that will provide El Camino Real Charter High School (hereinafter referred to as the school food authority [SFA]) with food service management assistance for their food service operation. The FSMC will provide services to the SFA as described in the Scope of Work in the Model Fixed-price Contract.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in National School Lunch Program, School Breakfast Program, and USDA Commodities Program, to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program (Title 7, *Code of Federal Regulations* program [7 CFR, sections 210.10 and 220.8, if applicable]).

General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible
- Stimulate both student and adult participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, offering menu variations, and improving planning
- Maintain reasonable prices for students and adults participating in the food service program
- Maintain student and staff morale at a high level

All procurement transactions are to be conducted in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations* (2 CFR), Section 200.319(a)(1-7). The SFA must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable California state and federal statutes and regulations.

Outlined below are competitive bidding basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- The SFA released this RFP to benefit the SFA and not the Respondents.
- Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.
- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested FSMCs must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The SFA will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a proposal
- Ask appropriate questions or request clarification before the deadline in the RFP
- Submit all required responses by the required deadlines
- Follow all instructions and requirements of the RFP thoroughly and appropriately

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify the SFA of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the SFA of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

**El Camino Real Alliance
Food Service Management Contract
Bid Schedule of Events
for
RFP # 2022-001**

Board Meeting – RFP Approval		Feb 24, 2022
Release of RFP		March 1, 2022
First Public Notice		March 1, 2022
Second Public Notice		March 8, 2022
Mandatory Tour*		March 17, 2022
Respondent Question Submission Deadline		April 1, 2022
SFA Provides Answers		April 15, 2022
Deadline for Submission of Sealed Proposal		April 29, 2022
Proposals Opened		May 4, 2022
Proposals Evaluated (Finance Committee)		May 19, 2022
Board Meeting – Proposal Approval/Contract Awarded	ECR	May 26, 2022
Contract Begin Date		July 1, 2022

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at <http://www.ecrchs.net/>.

*All interested Respondents must attend the Mandatory Virtual/In-Person Tour. The SFA will reject proposals from Respondents that do not attend (Attachment B). For in-person tours please email RFP contact Greg Wood, g.wood@ecrchs.net. Further information for the taste test will be provided during the tour.

General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent’s capability to satisfy the SFA’s requirements. Emphasis should be placed on completeness and clarity of content.

2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.
3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract. The SFA may reject a proposal if it is deemed overly responsive or contains language that provides any added value not requested in the RFP.
4. Respondents are responsible for the costs of developing proposals, and shall not charge the SFA for any preparation costs.
5. The SFA asks Respondents that do not intend to submit a proposal to notify the SFA in writing.
6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.
7. The Respondent shall include a 21-Day Cycle menu for all programs to be served (7 *CFR*, sections 210.10, 210.16[b][1], 220.7[d][2][i], and 220.8 if applicable).
8. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.
9. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on <http://www.ecrchs.net/>. The SFA will notify Respondents so they can obtain any addenda from the SFA's web site, or request it by email, postal mail, or fax.
10. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.

11. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.
12. The SFA will not consider a joint proposal submitted by two or more entities.
13. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the proposal.
14. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
15. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.
16. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.
17. Respondents may submit their questions regarding the information presented in this RFP to **Gregory Wood** in writing by postal mail at **5440 Valley Circle Blvd, Woodland Hills, CA 91367**, e-mail at **g.wood@ecrchs.net**, or fax at **(818) 595-7501**, no later than **April 1, 2022 by 5:00pm**. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.
18. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.
19. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in

different proposals from all respondents. A material change will require the SFA to rebid the contract.

20. Interested Respondents are required to inspect the SFA's premises prior to submitting a proposal in order to determine all requirements associated with the proposed contract. The inspection of premises will occur during the Mandatory Tour (if applicable).

21. Respondents shall submit one paper copy and one copy in digital format (e.g., CD, DVD, flash drive, etc.).

- a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy".
- b. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.
- c. The sealed proposal envelopes must be marked legibly with the SFA's RFP number and title, and the SFA name and address, as shown in the following example:

Proposal—Food Service Management Company

[Enter FSMC Name Submitting RFP]

RFP 2022-001

SFA FSMC Procurement

El Camino Real Alliance

Greg Wood, CBO - ECRA

5440 Valley Circle Blvd,
Woodland Hills, CA 91367

Proposal Requirements

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Respondents must complete, label, and separate each section, and number all pages. The content and sequence of the proposal will be as follows:

Section 1 - Administrative Requirements

A. Cover Letter

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, the SFA will reject the proposal. The SFA may reject the proposal if the Respondent fails to include the following required information:

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title, phone number, fax number, and email address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and email address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent's willingness to perform the services described in this RFP
- A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP
- A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right hand corner those pages to be considered proprietary (**Note:** the Respondent cannot consider the entire proposal to be proprietary)
- 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.

B. Table of Contents

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

Section 2 – Required Attachments

A. Attachment Checklist

The Respondent shall include a checklist containing all documents identified in the Attachments Checklist (as listed on Attachment A). The SFA may reject proposals that do not include the proper required attachments.

B. Mandatory Tour

It is optional for the SFA to hold a mandatory tour (Attachment B). The tour schedule includes the sites. 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.

C. Minimum Qualifications

The SFA will only consider Respondents that **meet all minimum qualifications** (as listed on Attachment C).

D. FSMC Professional Standards

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).

E. Proposal Questionnaire

The Proposal Questionnaire (as listed on Attachment E) is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in this RFP. Respondents should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

F. Respondent References

Respondents must provide three references on the Respondent References form (Attachment F). The SFA reserves the right to contact any of the references listed, and retains the right to conduct reference checks with individuals and entities beyond those listed.

G. Authorization Agreement

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

H. Fee Proposal

The Respondent must complete the Fee Proposal (Attachment H) and return it with the proposal package.

I. Certifications

The Respondent must complete the certifications (Attachment I) and return them with the proposal package.

J. Certificate of Independent Price Determination

The Respondent must complete the certifications (Attachment J) and return them with the proposal package.

K. 21–Day Cycle Menu

The Respondent must submit a 21 Day Cycle menu (Attachment K) for all programs to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i], if applicable) for the proposal package.

Evaluation of Proposals

Proposals will be opened on or after the date and time specified in the Schedule of Events. During the evaluation process, the SFA may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the SFA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Cost	35
Administrative Requirements: Did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	5
Experience with School Breakfast and National School Lunch Programs.	20
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	5
The financial stability of the Respondent.	5
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	5
Taste Test, Food quality and appeal (Attachment L)	25
TOTAL POINTS	100

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The SFA will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score.

Attachment A

Attachment A: Attachments Checklist

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
____ A	Attachments Checklist
____ B	Mandatory Tour
____ C	Minimum Qualifications
____ D	FSMC Professional Standards
____ E	Proposal Questionnaire
____ F	Respondent References
____ G	Authorization Agreement
____ H	Fee Proposal
____ I	Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters
____ J	Certificate of Independent Price Determination
____ K	21–Day Cycle Menu (Include)

Attachment B: Mandatory Tour/On-line meeting

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 **March 17, 2022 at 1:00pm**
Where: **El Camino Real Charter High School**
5440 Valley Circle Blvd.
Woodland Hills, CA 91367

On-line (Virtual) Tour begins at **March 17, 2022 at 1:00pm**
Where: **El Camino Real Charter High School**
5440 Valley Circle Blvd.
Woodland Hills, CA 91367

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

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 **July 1, 2022**, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least five of experience with food service programs.
Yes _____ No _____
2. The Respondent has the resources and ability to provide **250,000** of meals per fiscal year.
Yes _____ No _____
3. The Respondent has knowledge and experience with the National School Lunch and School Breakfast Programs and USDA Commodities.
Yes _____ No _____
4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.
Yes _____ No _____
5. The Respondent is licensed to do business in the state of California.
Yes _____ No _____

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 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.

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.**

[Note: the SFA may choose to add or delete any provisions to their RFP as applicable.]

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.

Attachment F: Respondent References

List three references to which the Respondent has provided food service management services within the past 5 year(s).

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

Reference 1		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Reference 2		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Reference 3		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		

Attachment G: Authorization Agreement

Request for Proposal for Food Service Management Company
RFP Number: RFP 2022-001

We, [Enter FSMC Name], 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 **El Camino Real Alliance**.
5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for **El Camino Real Alliance**.
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: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date Signed: _____

Attachment H: Fee Proposal

All costs are based on average daily participation of 1365 number of meals served on 180 number of school days.

COST BREAKDOWN		
Respondent Instructions		
⇒ Provide a breakdown of all costs included in the fixed price, including personnel costs.		
⇒ 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 Goods and Services included in the Fixed Price)</i>	Annual Cost
1.		\$
2.		\$
3.		\$
4.		\$
Sub Total		\$
Personnel Costs (Separately List # of FTE's used for Costs included)		Annual Cost
5.	Management Fee Per Meal	\$
6.	Consultant Fee Per Meal	\$
Sub Total		\$
GRAND TOTAL		\$

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 donated foods and must include all meal programs applicable. (Identify Estimated Commodity Credits Separately)			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast	98,886	\$	\$
Lunch	151,114	\$	\$
Snacks	70,000	\$	\$
Nonreimbursable Meals	3,904	\$	\$
TOTAL	253,904	\$	\$

Attachment I: Certification Regarding Lobbying

The undersigned certifies, to the best of their knowledge and belief, that:

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

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

Organization:

Street address:

City, State, Zip:

Certified by: (type or print)

Title

Signature & Date

Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> contract</p> <p><input type="checkbox"/> grant</p> <p><input type="checkbox"/> cooperative agreement loan</p> <p><input type="checkbox"/> loan guarantee</p> <p><input type="checkbox"/> loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> bid/offer/application</p> <p><input type="checkbox"/> initial award</p> <p><input type="checkbox"/> post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> initial filing</p> <p><input type="checkbox"/> material change</p> <p>For material change only:</p> <p>Year _____</p> <p>quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>_____ Prime _____ Sub awardee</p> <p>Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub awardee,</p> <p>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>10a. Name and Address of Lobbying Registrant</p> <p>(if individual, last name, first name, MI):</p>	<p>10b. Individuals Performing Services</p> <p>(including address if different from No. 10a)</p> <p>(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: Print Name: Title: Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.

Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11.The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

- A. The Respondent 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 Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Contractor/Company Name

Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

Attachment J: Certificate of Independent Price Determination

The Respondent(s) shall execute this Certificate of Independent Price Determination.

Name of Respondent	

A. By submission of this offer, the offeror (Respondent/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, for the purposes of restricting competition, any consultation, communication, with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor, before a bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; 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 signature on the offer is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; or
2. (i) Has been authorized, in writing, to act as agent for the following principals in offering that those principals have not participated in, and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.
 - Insert full names of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of their position in the offeror's organization.

(ii) As an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs

(A)(1) through (A)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above, and

C. If the offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Signature of FSMC's Authorized Representative	Title	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.

Attachment K: 21-Day Cycle Menu
Please attach to your Proposal

Attachment L: Respondent Taste Test Criteria

Taste test Instructions: Fill in the table below. Identify visual qualities in the 'Appearance' column (ex. Shape, color, consistency etc.) and taste qualities in the 'Taste' column (salty, sweet, tender, after-taste, etc.) Note the overall score for the item (1-5) Details for the taste test will be provided at the mandatory tour.

Taste Menu Item	Appearance Quality Standards	Taste Quality Standards	Overall Score

Exhibit 1: Model Fixed-Price Contract
FOOD SERVICE MANAGEMENT COMPANY

El Camino Real Charter High School
FOOD SERVICE PROGRAM

5440 Valley Circle Blvd
Woodland Hills, CA 91367
(818) 595-7500

Model Fixed-Price Contract

Table of Contents

CONTRACT SUMMARY.....	2
MODEL FIXED-PRICE CONTRACT.....	3
I. Introduction	3
II. General Terms and Conditions	3
III. Relationship of the Parties	10
IV. Food Service Program.....	11
V. Buy American Requirements	13
VI. U.S. Department of Agriculture Foods	14
VII. Meal Responsibilities.....	17
VIII. Food Service Management Company Employees.....	17
IX. Books and Records.....	18
X. Monitoring and Compliance.....	19
XI. Equipment, Facilities, Inventory, and Storage.....	19
XII. Certifications	20
XIII. Insurance	21
XIV. Termination.....	22
SCOPE OF WORK	23
SCHEDULE OF FEES	28

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	
	FOOD SERVICE MANAGEMENT COMPANY NAME AND FEDERAL TAX IDENTIFICATION NUMBER	
2	The term of this Contract is for one year, commencing on	7/1/2022 and ending on 6/30/2023
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	<i>Enter page(s)</i>
	Contractor Proposal Received	<i>Enter page(s)</i>
	Attached Terms and Conditions	<i>Enter page(s)</i>
	Exhibit A: Scope of Work	<i>Enter page(s)</i>
	Exhibit B: Schedule of Fees	<i>Enter page(s)</i>
IN WITNESS WHEREOF, the parties hereto have executed this Contract.		
FOOD SERVICE MANAGEMENT COMPANY		<i>California Department of Education Use Only</i>
NAME of FSMC (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
SCHOOL FOOD AUTHORITY		
NAME of SFA		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		<input type="checkbox"/> Exempt per:

Model Fixed-Price Contract

I. Introduction

The El Camino Real 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 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, 2022** and continue through **June 30, 2023**. 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 (Title 7. Code of Federal Regulations (7 CFR), Section 210.16[d]).

B. Designated Contract Liaisons

SFA Liaison for Services		FSMC Liaison for Services	
Name:		Name:	
Title:		Title:	
Phone:	Cell Phone:	Phone:	Cell Phone:
Fax:	E-mail:	Fax:	E-mail:

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

SFA	FSMC
Name:	Name:
Title:	Title:
Address:	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 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 (Title 2, Code of Federal Regulations (2 *CFR*), Section 200.406[a]).

2. Payment Terms

The FSMC shall submit **monthly** invoices by **the 10th** 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 2 *CFR*, Part 200, as applicable. The SFA will pay invoices submitted by the FSMC within **30** days of the invoice date. The SFA will pay invoices received by its accounting department within 30 days 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, Finance Charges, Income and Expenses

Interest, fines, penalties, finance charges, income and expenses that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund) (2 *CFR*, Section 200.441). The SFA is prohibited from paying unallowable expenses from the SFA's cafeteria fund.

4. Spoiled or Unwholesome Food, Food Not Meeting Detailed Food Component Specifications or Contract Requirements.

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 contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [[CPI regional index](#): Los Angeles (CPI)]. The April CPI value will be used as a representation of the change in CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA. Of note, the CPI fee increases should be applied to individual meal or unit costs.

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 (7 *CFR*, Section 210.19[a][5]).

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 (7 *CFR*, Section 210.19[a][5]).

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 or SFA staff

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the FSMC should have taken steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible.

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 work for federal purposes (7 CFR, Section 200.315[b]).

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

If the FSMC fails to perform the contract terms, the following penalties may be imposed:

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. Breach of Contract

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.

S. Penalties

Cost resulting from the SFA's violations, alleged violations of, or failure to comply with federal, state, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 CFR, Section 200.441).

T. 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, pandemics, 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.

U. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP) will be discriminated against on the basis of race, color, national origin, age, sex, or disability. State agencies and SFAs shall comply with the requirements of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 *CFR*, parts 15, 15a, and 15b); and FNS Instruction 113-1 (7 *CFR*, Section 210.23[b]).

V. 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 all applicable federal regulations in 2 *CFR*, parts 200 and 400 and 7 *CFR*, parts 210 (NSLP), 220 (SBP), 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), USDA FNS Instructions and policy, federal laws and regulations, California *Education Code (EC)*, and California laws and regulations, where applicable.

W. 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.

X. 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.

Y. 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.
- B.** When 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 SFA will provide the FSMC with an 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.
2. The FSMC will not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event (7 *CFR*, Section 210.21[e]).
3. The FSMC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract (7 *CFR*, Section 210.16[c][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 retains control of the quality, extent, and the general nature of its food service; the prices children are charged for meals (7 *CFR*, Section 210.16[a][4]), and a la carte prices. The SFA may not contract with the FSMC to provide only nonprogram food (e.g., a la carte and adult meals) unless the FSMC offers free, reduced-price, and paid reimbursable lunches to all eligible children (7 *CFR*, Section 210.16[a]).
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 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[m]).
5. 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]).
6. 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).
7. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).
8. 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 (7 *CFR*, Section 245.6).
9. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least three times annually.
10. 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 (*EC* Section 49558).

11. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (7 *CFR*, Section 245.7).
12. 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 245.6[a]).
13. 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]).
14. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met **by the FSMC preparing and serving meals on-site** at an SFA facility (7 *CFR*, Section 210.16[a][7]).

V. Buy American Requirements

A. Food Service Management Company Responsibilities

1. The FSMC must submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo [SP 38-2017](#)).
2. The FSMC must notify the SFA in writing at least 10 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:
 - a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or
 - b) Why competitive bids reveal the cost of the domestic product is significantly higher 50% higher than the nondomestic product
3. The FSMC will provide certification of domestic origin for products which do not have country of origin labels.

B. School Food Authority Responsibilities

1. The SFA shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American Provision requirement **prior** to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an on site administrative review and an off site procurement review.
2. The SFA shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 *CFR*, Section 200.318(b) unless the FSMC has received prior approval from the SFA for nondomestic agricultural commodity or product.
3. The SFA must ensure FSMC compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring FSMCs to certify the domestic percentage of the agricultural food component of products.

VI. U.S. Department of Agriculture Foods

C. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, donated 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 donated foods, as applicable:
 - a) The FSMC must credit the SFA for the value of all donated 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 donated 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 donated foods value of processed end products to the SFA (7 *CFR*, Section 250.51[a]).
 - b) The FSMC shall account for the full value of donated foods (7 *CFR*, Section 250.51) by:

- i) Subtracting the value of all donated 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 in which the donated 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 donated foods in accordance with 7 *CFR*, Section 250.50(d), as applicable, 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 donated foods.
5. The FSMC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR*, Section 250.51[d]).
6. The FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 *CFR*, Section 250.53[a][7]).
7. The method and frequency of crediting donated foods will be in accordance with 7 *CFR*, Section 250.51(b). The FSMC must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.
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 (7 *CFR*, Section 250.53[a][8]).
9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 *CFR*, Section 250.53[a][9]).
10. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 *CFR*, Section 250.54(b).

D. School Food Authority Responsibilities

1. The SFA shall retain title to all donated foods and ensure that all donated 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 donated foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all donated foods in accordance with 7 *CFR*, sections 250.54(a) and (c).
4. The SFA will not extend or renew any Contract if the FSMC did not fulfill all Contract provisions relating to donated foods (7 *CFR*, Section 250.53[a][12]).

VII. 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 (subject to Universal Meals) 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*, parts 210 and 220, as applicable.
4. Prepare/Serve school staff meals in the staff lounge. Meals will be paid by school employees and should be priced competitively with nearby restaurants.

VIII. Food Service Management Company Employees

- A.** The FSMC shall only place employees for work at the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be viewed at the following web page: [School Nutrition Program Professional Standards](#).

The SFA shall ensure that all employees 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. The FSMC shall track the trainings completed by each employee and maintain documentation to validate that training was completed. The FSMC shall remove from the SFA premises any employee who fails to take the required training.

The FSMC shall provide the SFA with a list of 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 4 calendar weeks prior to the commencement of operation. (Exhibit C: Schedule of FTE)

- 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.

IX. 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, USDA FNS and Office of Inspector General of the United States 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 USDA, Inspector General, the Comptroller of the United States, and the CDE, or any of their duly authorized representatives must have the right of access to any documents, papers, or other records of the FSMC and the SFA which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the FSMC and SFA's personnel for the purpose of interview and discussion related to such documents (2 *CFR*, Section 200.336[a]).
- E.** The distributing agency/CDE, recipient agency/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 management and use of donated foods (7 *CFR*, Section 250.53[a][10]).

X. 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

XI. 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 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.
- D.** Ownership of the beginning inventory of food and supplies shall remain with the SFA.
- E.** 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.

XII. 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 200 and 400, and 7 *CFR*, parts 210, 215, 220, 245, 250, 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, and statutes.
- C.** The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued.

For contracts in excess of \$150,000, the SFA and FSMC shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended (Appendix II to 2 *CFR*, Part 200).

- D.** Debarment and Suspension

The parties shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 *CFR*, Part 200, Appendix II).

E. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Section 418) must accompany each subsequent four (4) additional one-year renewals. Contract renewals that do not include this certification will not be accepted for consideration (Appendix II to 2 *CFR* Part 200 Section [I]: Byrd Anti-Lobbying [31 U.S.C 1352]).

XIII. 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.

XIV. Termination

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, sections 210.16[d] and 250.12[f][9]). 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 (2 *CFR*, Section 200.339[a][3]). 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 (2 *CFR*, Section 200.339[a][4]). 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.

Scope of Work

1. Overview of El Camino Real Charter High School Food Service Program

- A. **Scale.** The SFA employs 0 persons who provide food service to approximately 3,700 children at one site. The food service prepares approximately 68,000 Breakfasts and 173,000 Lunches annually.
- B. **Financial Goals.** The FSMC is to manage all food waste, and invoice the SFA each month for the number of meals served.
- C. **Management Goals.** The FSMC is expected to properly manage all aspects of the NSLP, SBP in accordance with USDA and CDE regulations. Daily meal production records, daily temperatures are to be recorded and maintained on site. These records are to be kept for 3 years. All meals served are to contain all components using Offer vs Serve, to create a reimbursable meal. All meals are to follow the USDA meal pattern. FSMC staff is to treat all students with respect and maintain all confidentiality when serving meals.
- D. **Food Service Office and Staff.** The food service staff is provided by the FSMC. The FSMC should analyze the meals needed and determine how many staff is appropriate to properly serve this site.
- E. **National School Lunch Program and School Breakfast Program.**

Participation

PROGRAM	GRADES	MAX ENROLLMENT*	AVERAGE DAILY PARTICIPATION	FULL PAY*	FREE*	REDUCED*
National School Lunch (NSLP)	9-12	3,700	793	256	394	144
School Breakfast Program (SBP)	9-12	3,700	572	136	320	115

2. Description of FSMC Responsibilities

General: Under the direction of the SFA's Operations Director, the FSMC selected pursuant to this RFP will provide the following: The FSMC is expected to properly manage all aspects of the NSLP, SBP, USDA FDP, in accordance with USDA and CDE regulations. Daily meal production records, daily temperatures are to be recorded and maintained on site. These records are to be retained for an additional 3 years from the last date of the contract. All meals served are to contain all components using Offer vs Serve, to create a reimbursable meal. All meals are to follow the USDA meal pattern. FSMC staff is to treat all students with respect and maintain all confidentiality when serving meals. Assist the SFA in student meal collections. In addition, the FSMC will employ qualified professionals to cook, prepare, serve and count all meals.

A. Purchasing of Supplies for the Food Service Program

Recommend (or be responsible for) purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program.

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSMC.

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

B. Contracting With Small, and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The FSMC shall comply with 2 *CFR*, Section 200.321 (as applicable).

C. Buy American

The SFA participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51 percent or more by weight or volume) using

agricultural commodities that are produced in the U. S. as provided in 7 *CFR*, sections 210.21(d) and 220.16(d). The FSMC must:

1. **Submit certification statements for all processed agricultural products.** The FSMC must provide written documentation to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

2. **Request SFA approval prior to delivering a nondomestic agricultural commodity or product.** If the FSMC cannot comply with #1 above, the FSMC must notify the SFA in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:
 - a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product
 - b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions
 - c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product

D. Facility or Site Operations

The FSMC shall recommend:

- Safety programs for employees
- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required
- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities

- Hours and number of positions at each site to meet food service operational needs

E. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval (7 *CFR*, sections 210.10, 210.16[b][1] and 220.8, if applicable).

Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program.

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities.

F. Quality Control

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

G. Staff

Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional and health certifications, and consistent quality control both in production and service.

H. Records

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA.

I. Education

Recommend actions or events to promote the nutrition education aspects of the food service program, and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the FSMC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSMC and the Food Service Director, other SFA staff, and the school board, upon request.

J. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the FSMC consultant/representative on or before the **10**th of each month (*7 CFR*, 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs.

K. Point of Service

Provide and/or implement an accurate point of service meal and milk count; such meal and milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under *7 CFR*, Section 245.8.

3. Specific FSMC Tasks

Staff Training. All FSMC staff must receive their food handlers certificate, and submit proof of the required training prior to school start. All FSMC must also have all background checks conducted prior to school start, July 1, 2021.

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*, Part 200.

All costs are based on the average daily participation of 1365 students in the district and 180 school days.

Cost per Meal

Note: Prices must **not** include values for donated foods, and must include all meal programs.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	98,886	\$	\$
Lunch	151,114	\$	\$
Snacks		\$	\$
Seamless Summer Feeding Option		\$	\$
Nonreimbursable Meals	3,904	\$	\$
TOTAL	253,904	\$	\$

*Units to be provided by SFA



School Food Services Proposal

2022-23 Food Service Management

Company

Prepared Specially For:





**13294 Ralston Ave
Sylmar, California 91342
(818) 797-5881**

*This presentation is proprietary information and only intended for the person it is presented to.

Breakfast | Lunch | Supper | Snack



A. Cover Letter

April 20, 2022

Dear El Camino Real Alliance,

On behalf of K12 School Services DBA Fresh Start Healthy Meals, we are delighted to submit for your consideration, this proposal to provide food services for El Camino Real Alliance. and would like to extend our gratitude for the opportunity.

Our program is broad in capability and expansive in offerings, which we are confident will prove Fresh Start Healthy Meals as the ideal partner for El Camino Real Alliance. We build each meal program around your wants and needs; working closely with your staff, parents, and students to find ways to increase participation in addition to enhancing menu appeal. It is through competitive pricing, great flexibility, and dedication to providing the ultimate customer service that we have excelled in an ever-changing business.

We follow the New Meal Pattern without sacrificing taste, quality, or presentation. Offering menus that are fully compliant with the School Breakfast Program (SBP), the National School Lunch Program (NSLP), the After-school Meal Supplements (AMS), the Seamless Summer Feeding Option (SSFO) and the Child and Adult Care Food Program (CACFP). We also assist our schools in utilizing USDA Commodities for their meal programs, saving them thousands of dollars each year.

Should you or your team have any questions or require additional information, please do not hesitate to contact us. Proprietary documents in this proposal will be marked "Proprietary".

We thank you again for the opportunity and relish the chance to work with El Camino Real Alliance. It is our belief that with this partnership and through our combined efforts, we can build something that will benefit your students and community immensely for years to come.

Sincerely,

Juan Carlos Saucedo
Chief Executive Officer/CEO
Authorized Corporate Officer for Binding Contract

By signing this Cover Letter, I 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

Federal Tax ID: 82-2725554
SFA Liaison: Irving Aquino
Mailing Address: 13294 Ralston Ave, Sylmar CA 91342
Contact Numbers: Direct (818) 624-4762



Table of Contents

1. Cover Page	
2. SECTION 1 - Administrative Requirements	
Cove. letter.....	1
Table of Contents.....	2
3. SECTION 2 - Attachments	
Attachment Checklist.....	4
Mandatory Tour.....	5
Minimum Qualifications.....	6
FSMC Professional Standards.....	7
Proposal Questionnaire.....	8-20
Respondent References.....	21
Authorization Agreement.....	22
Fee	23
Certifications.....	24-29
Include 21 Day Cycle Menu.....	30-33
4. SECTION 3 - Additional Documents	
HACCP Plan.....	35-58
Liability Insurance.....	59
Health Permit.....	60
Buy American Policy.....	61
Certificates.....	62-68
5. Thank you for your Consideration	



*"One cannot think well,
love well, sleep well, if one
has not dined well."
-Valerie Woolf*



Attachment A: Attachments Checklist

K12 School Services DBA Fresh Start Healthy Meals
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> A	Attachments Checklist
<u>X</u> B	Mandatory Tour
<u>X</u> C	Minimum Qualifications
<u>X</u> D	FSMC Professional Standards
<u>X</u> E	Proposal Questionnaire
<u>X</u> F	Respondent References
<u>X</u> G	Authorization Agreement
<u>X</u> H	Fee Proposal
<u>X</u> I	Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters
<u>X</u> J	Certificate of Independent Price Determination
<u>X</u> K	21–Day Cycle Menu (Include)

Attachment B: Mandatory Tour

TOURED SCHEDULE

Tour began at March 17, 2022 at 1:00pm

Where: El Camino Real Charter High School

5440 Valley Circle Blvd.

Woodland Hills, CA 91367

On-line (Virtual) Tour began at March 17, 2022 at 1:00pm

Where: El Camino Real Charter High School

5440 Valley Circle Blvd.

Woodland Hills, CA 91367

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 July 1, 2022, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least five years of experience with food service programs.

Yes No

2. The Respondent has the resources and ability to provide 250,000 meals per fiscal year.

Yes No

3. The Respondent has knowledge and experience with the National School Lunch and School Breakfast Programs and USDA Commodities.

Yes No

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

Yes No

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

Yes No

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 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.



Fresh Start at a Glance

Company Profile

30,000+ | Number of school meals produced daily

40,000+ | Square feet of the Fresh Start Meals kitchen, warehouse and distribution facility

140 | Number of members on the Fresh Start Team

120+. | Number of school sites to which Fresh Start Meals delivers

10+. | Total counties served by Fresh Start Meals (Los Angeles, San Bernardino, Alameda, Contra Costa, San Diego, Orange Counties, etc)

Fresh Start Healthy Meals was born from the idea that our children deserve more than tasteless, frozen food aisle, cookie cutter meals and founded on the belief that our kids are entitled to a freshly made meal that is prepared with the freshest ingredients, daily. Our SQF certified facility, with over 30,000 sq. ft of production space producing over 30,000 meals per day and over 7 million school meals annually.





Attachment E: Proposal 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.

Fresh Start makes a full-hearted effort to craft the program that best fits you. Offering flexible menu options, daily variety, vegetarian menus and even salad bars to add a little something extra to your day-to-day service. The Fresh Start team has an inimitable expertise in understanding and meeting the needs of the School Breakfast Program, National School Lunch Program, the After-school Meal Supplements, the Seamless Summer Feeding Option, the Summer Food Service Program and the Child and Adult Care Food Program. We strive to fulfill the varying wishes of our schools, providing supreme customer service and a personal touch that no one can duplicate. Since our team first began servicing schools, we have always been at the forefront of innovation and have always sought to be a full support provider. By that we mean taking on several more duties and responsibilities than a usual vendor would to lighten the burden that can come with maintaining a working food program. We have worked with schools in their first year, guiding them through their CNIPS process, letting them know what to expect during their health inspections and Administrative Reviews and seen them grow to triple or quadruple their original size. On the other end of the spectrum, we have worked with large, long established CMO's that while they may fall under the same umbrella, have individual sites with varying needs and personalities.

Whether your school is big or small, our approach remains the same: provide exceptional customer service and do everything in our power to deliver the best meal experience your scholars could possibly have. We are overjoyed with the prospect of potentially partnering with your school and thank you for the opportunity to submit this proposal. The Fresh Start Team has been supplying reimbursable meals for the National School Lunch Program, School Breakfast Program, After school Meal Supplements, Seamless Summer Feeding Option and Child and Adult Care Food Program for over 20 years.

Fresh Start Healthy Meals, stays focused on customer relations, attentiveness and flexibility, we work together with school administrators to reach program goals which include feeding every eligible recipient, reducing costs and staying in compliance to avoid fiscal penalties after Administrative Reviews/audits. While our Nutrition Department ensures that all menus are compliant with SBP, NSLP and CACFP standards in relation to the New Meal Pattern and provides guidance on Administrative Reviews. Our Nutrition Department has processed numerous audits and Six Cent Certification packets for schools. Fresh Start has submitted all our menus, recipes, nutritional CN Labels, etc. for these audits and they have all been approved. We are in excellent standing with the State of California Department of Education.

Fresh Start currently works with schools to utilize USDA Commodities program offering by way of backcalling, which is the process of picking up commodities at the school site are returning them to our facility for use in our meals; providing our schools with thousands of dollars in savings. We are currently in the process of becoming an approved USDA processor in the state of California and expect to be approved no later than June 2022.



Juan Carlos Saucedo is a businessman and entrepreneur. A native of Mexico City, at age 9, a young Juan Carlos would immigrate to Los Angeles, California and the self-educated entrepreneur would start to

work from a young age. Juan Carlos held a lengthy stint at the Los Angeles Equestrian Center, where he became fluent in the culture of the American kitchen. This experience was followed by employment at the Warner Brothers Studios, delivering meals between the Studios' workspaces.

To expand his early career, Mr. Saucedo independently bid on cafeteria contracts outside of Warner Brothers Studios. In time, Mr. Saucedo would be approached by a consortium of charter schools to provide food services to their students. This initial project would mark Saucedo's first independent foray into the food service business by delivering meals on his bicycle. This would prove to be a pivotal and affirming decision for a self-made entrepreneur long involved in this industry. In 2004, in response to the consortium's request, Saucedo began to focus on school cafeteria lunch programs. The success was both immediate and impressive: his first company, Royal Dining, went from servicing 700 meals per day in 2004, to 70,000 meals per day in 2015.

In 2016, Mr. Saucedo opened a division called Fresh Start Meals, a school food service provider with a focus on providing healthy, nutritious meals to all school children. An established food service provider, the business has blossomed, expanding to include the entirety of Los Angeles County and is now recognized Fresh Start Healthy Meals, Inc. Currently, Fresh Start Healthy Meals Inc. services 30,000 school meals per day throughout Southern California.



Veronica Alcaraz is a business leader, United States Army Veteran and CEO of Fresh Start Healthy Meals Incorporated. Veronica Alcaraz attended the University of California, Los Angeles and earned a

Bachelor of Arts degree in English. Shortly after obtaining her college degree, Alcaraz earned her realtor's license and began a dedicated career in real estate, which included owning a real estate firm at the age of 22.

Subsequently, Veronica Alcaraz entered the restaurant and food service industries in 2013. Alcaraz purchased her first commercial manufacturing building at 39-years old in 2020. This building of Fresh Start Healthy Meals Inc., a meal provider that serves 30,000 school meals per day throughout Southern California Alcaraz presently has the distinct honor of being one of the first Latina presidents/owners of a food manufacturing company in the United States. Additionally, Alcaraz is the co-founder of Dough Girl Pizza. Through Dough Girl, Alcaraz has also founded the Dough Girl Foundation, a food-oriented organization designed to give underprivileged members of society employable culinary skills.

Looking to the future, Alcaraz seeks to expand the size, footprint, and profitability of her business endeavors. Additionally, seeking to further partake in philanthropic endeavors, Alcaraz wishes to use her business aptitude to chart a legacy for not only her children and family, but for anybody that is looking for an opportunity or second chance. An advocate of leadership and financial literacy for youth, her passion project is to build an academy that will mold entrepreneurs by providing them with appropriate life skill sets and a mindset to excel through economic empowerment.



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.

K12 School Services DBA Fresh Start Healthy Meals was founded in 2017 by Juan Carlos Saucedo with the intent of utilizing over 15 years of extensive experience in working with the National School Lunch Program, School Breakfast Program, After school Meal Supplements, Seamless Summer Feeding Option, Summer Food Service Program and USDA Commodities Program to assist schools in need affordable food service management and consulting. In 2020, at the onset of the COVID-19 pandemic, those services expanded to the manufacturing, packaging, and delivery of fully compliant meals.

Fresh Start Healthy Meals assisted our partners at the YMCA transition several of their locations to community distribution centers along with our school partners all throughout California. We provided a variety of tasty take home meals, as well as box sets that supplied a combination of prepackaged items and fresh food offerings that gave families 5- or 7-days' worth of breakfast, lunch, and snack options.

As schools began to re-open, we equipped them with warmers, ovens, and refrigeration units. We reopened our hot kitchen and provided schools with ready to serve pre-pack and family-style options. While navigating an uncertain landscape Fresh Start Healthy Meals was able to begin expanding our menu options while competitors began becoming more restrictive.

Our team has decades of experience working with some of the largest CMOs in California and assisting schools operate a successful food management program.

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.

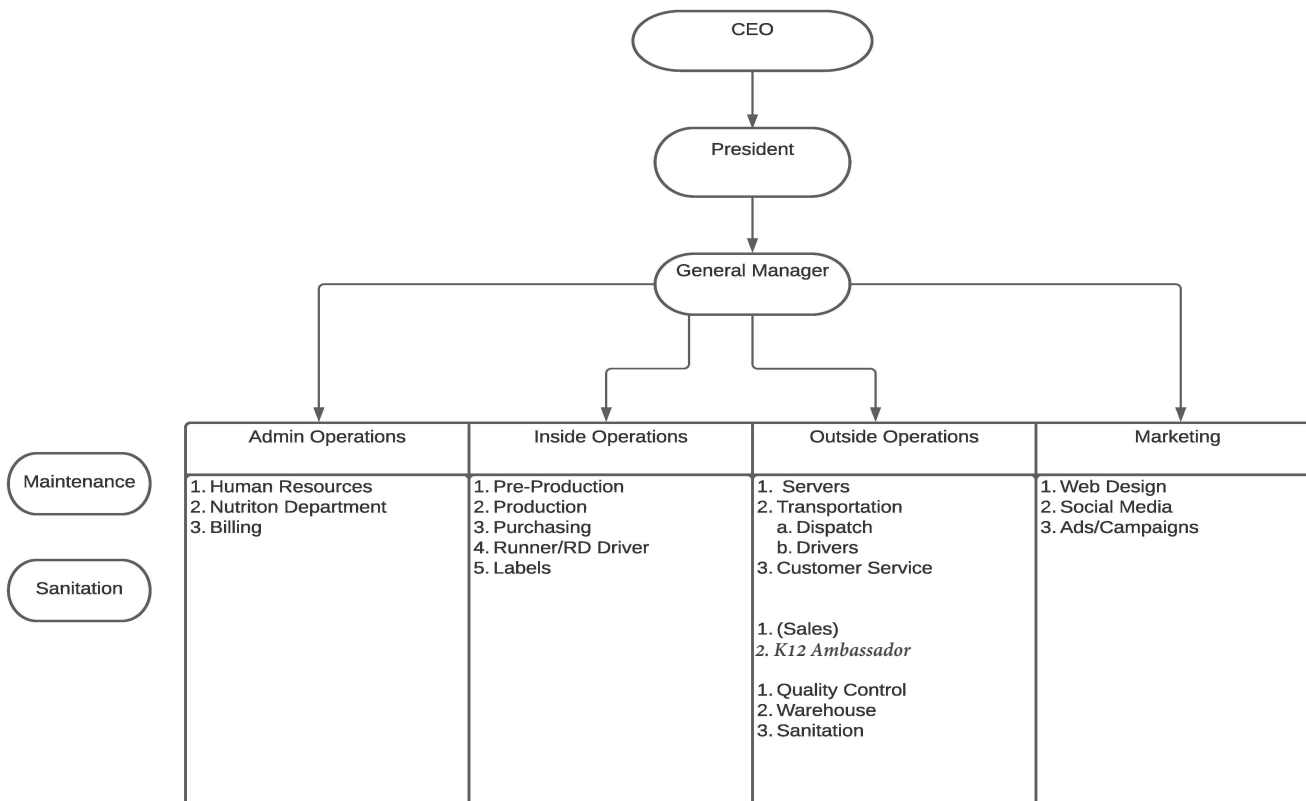
Fresh Start Healthy Meals has a management team with over 50 years of combined experience in the food industry providing entrées and meals to schools. We can deliver meals ready to eat or provide equipment for ready to heat meals that are delivered cold in refrigerated trucks. Fresh Start Healthy Meals will work with every site to plan the appropriate logistics to suit their school set up and student needs. We believe we have enough resources, cash flow and financial resources to provide services with ease as stated on our financial statements.

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

- A. Alliance Judy Ivie Burton Tech - Contract ended**
- B. Alliance Morgan McKinzie High School - Contract ended**
- C. Alliance Patti & Peter Neuwirth High School - Contract ended**



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



CEO – Oversee entirety of company

President – Oversees the Quality Assurance Field Team, Account Specialist, and Business Development Departments.

General Manager – Oversees day to day operations and oversees operation managers.

- **Admin Operations –** Oversees the Admin teams and billing.
- **Inside Operations –** Oversees Shift Managers who oversee Pre=production, production, purchasing, runners, labels
- **Outside Operations -** Oversees Servers, Transportation, Customer Service, Sales, Quality Control. Warehouse and Sanitation.
- **Shift Managers-** coordinate the different production stations and personnel
- **K12 Ambassadors –** Charged with visiting and problem solving for school sites.
- **Client Services: Client Service Manager –** Oversees the Client Service Representatives and Server Manager.
- **Server Supervisor –** Oversees Servers and POS Personnel
- **Nutrition: Nutrition Manager –** Oversees Nutrition Department and creation of monthly menus.





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

PLEASE SEE FINANCIALS ON NEXT PAGE



**K12 Schools Services DBA Fresh Start Healthy Meals
CONSOLIDATED BALANCE SHEETS**

	Year Ended December 31, 2021 (Unaudited)	Year Ended December 31, 2020 (Unaudited)	Year Ended December 31, 2019 (Unaudited)
ASSETS			
Current assets:			
Cash	\$ 419,245.24	\$ 130,289.85	\$ -
Accounts receivable, net of allowances	\$ 1,991,454.57	\$ 1,217,772.41	\$ -
Inventories	\$ 250,000.00	\$ 250,000.00	\$ -
Prepaid expenses	\$ (89.86)	0	-
Total current assets	\$ 2,660,609.95	\$ 1,598,062.26	\$ -
Long-term portion of Loans from shareholders	\$ 770,549.27	\$ 33,987.26	\$ -
Property and Equipment, net	\$ 955,223.56	\$ 122,517.28	\$ -
Other long term assets	\$ 96,430.77		-
Total assets	\$ 4,482,813.55	\$ 1,754,566.80	\$ -
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities:			
Current portion of loans			
Accounts Payable	\$ 568,844.99	\$ 396,718.06	\$ -
Total current liabilities	\$ 55,698.21	\$ 86,093.38	\$ -
Long-term portion of Loans	\$ 135,500.00	\$ 269,441.19	\$ -
Long-term portion of Loans from shareholders			
Long-term Loans	\$ 731,423.02		
Total liabilities	\$ 1,491,365.52	\$ 752,252.63	\$ -
Stockholders' equity:			
Capital Stock	\$ 164,705.00	\$ 164,705.00	\$ -
Common stock:			
Retained earnings	\$ 837,609.17	\$ 192,740.00	\$ -
Total liabilities and stockholders' equity	\$ 2,493,679.69	\$ 1,109,697.63	\$ -
Net Income	\$ 1,989,133.86	\$ 644,869.17	\$ -
TOTAL LIABILITIES AND EQUITY	\$ 4,482,813.55	\$ 1,754,566.80	\$ -

See notes to consolidated financial statements.

K12 Schools Services DBA Fresh Start Healthy Meals
CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31, 2021	Year Ended December 31, 2020	Year Ended December 31, 2020
	(Unaudited)	(Unaudited)	(Unaudited)
Net Sales	\$ 15,849,982.07	\$ 5,819,628.96	\$ -
Cost of sales and related occupancy expenses	\$ 6,720,812.29	\$ 2,247,013.49	\$ -
Gross profit	\$ 9,129,169.78	\$ 3,572,615.47	\$ -
Selling expenses			
General and administrative expenses	\$ 7,140,380.91	\$ 2,932,746.40	\$ -
Income (loss) from operations			
Interest expense			
Other income	\$ 48.99	\$ 5,000.10	\$ -
Income (loss) before income taxes	\$ 1,988,837.86	\$ 644,869.17	\$ -
Income tax(expense) benefit			
Net income (loss)			

See notes to consolidated financial statements.

Los Angeles, California March 16, 2022

K12 Schools Services DBA Fresh Start Healthy Meals
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. BASIS OF PRESENTATION AND OPERATIONS

General— The Company, as consolidated, operates a food preparation and distribution business in California. The Company operates two divisions segregated mainly by the markets they serve. Fresh Start Healthy Meals a California corporation, serving school nutrition programs throughout California. And, K12 School Services, a California corporation, serving school districts, convenience retail markets and local institutions. The Company operates a warehouse and a food manufacturing facility in Sylmar, California.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates—The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Consolidation Policy—the consolidated financial statements include the two divisions, Fresh Start Healthy Meals and K12 School Services. All significant intercompany balances and transactions have been eliminated.

Cash—represents cash on hand and cash held in banks.

Estimated fair value of financial instruments—the carrying value of cash, accounts receivable, accounts payable

3. PRO FORMA INFORMATION

The objective of the pro forma information is to show what the significant effects on the historical information might have been had the Company not been treated as an S corporation for tax purposes.

4. FINANCIAL AGREEMENTS

As of December 31, 2021, the Company has credit agreements with financial institutions, for the purchase of vehicles to be used in Fresh Start Healthy Meals operations. Facility is operated out of building owned by stockholders allowing great flexibility long term stability.

5. COMMITMENTS AND CONTINGENCIES

Leases— Facility is operated out of building owned by stockholders allowing great flexibility long term stability.

Contingencies—The Company is party to various legal proceedings arising from normal business activities. Management believes that the resolution of these matters will not have an adverse material effect on the Company's financial position or results of operations.

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



Student & Community Engagement

Fresh Start utilizes various materials and methods to grow interest in the meal program. We provide a great many additional services, such as, our Three Level Workshop that is meant to familiarize ourselves with every aspect of a school and allows parents, students and staff a taste of the Fresh Start treatment. Some of the added services we offer are: pizza Fridays, fundraisers, toy drives, and more!

Special Events

Fresh Start prides itself on being an all-around partner to our schools and are available to provide catered food service (with times and prices to be mutually agreed upon) for a vast array of events including fundraisers, PTA Meetings, Open House Night, Graduation and any other special events that may arise throughout the school year. We offer several types of breakfast, lunch and appetizer caterings. We can do a cut fruit platter, cookie platter, assortment of bagels & muffins or a full on deluxe breakfast with eggs, country potatoes, sausage links, coffee and orange juice. We can provide cut sandwich platters, a buffet with your choice of main entrée, vegetarian option, sides and drinks or one of our famous BBQs. Whatever your needs, Fresh Start Healthy Meals has you covered.

Field Trips

Fresh Start Healthy Meals invites our schools to schedule class trips for a chance to tour our facility in Sylmar and get a first-hand look at where their meals are made. We take students and staff through each department, allow them to prepare their own meals and finally, get the chance to eat what they made!

Raffles and Giveaways

Fresh Start Healthy Meals has had great success in building excitement for our meal programs by engaging students in raffles during breakfast and lunch. We have used point systems that allow for students that participate regularly to be entered into a raffle or allow entrance into a monthly workshop that allows them to provide feedback and be treated to a taste test. We have also utilized randomly marked plates and containers to mark entrants. All of these serve the goal of bringing students to the line and from there, getting them to eat.

School BBQs

Fresh Start Healthy Meals is always happy to offer one of our signature BBQs for your students. Whether for an end of the semester celebration, for grade promotions or any other reason you can think of, a BBQ is always a treat! If inviting parents or other community members to participate, the school can order meals for them as well at a minimal cost. Fully compliant BBQs are available to replace the regularly scheduled lunch option for the day. Schools can choose to use this option up to two (2) times during the school year. To schedule a BBQ, we require at least 2 weeks prior notice and are subject to availability.



PROPRIETARY INFORMATION

At Fresh Start, we take student participation and feedback very seriously. In addition to our Student Workshop, we offer follow up meetings with the students for menu planning. We provide surveys to assist us in identifying which meals your kids are enjoying and bring samples of potential new items they might like to see added to their menu.

Our staff will go through each day allowing the students to directly choose what they will be eating, providing suitable alternatives and guiding them through the menu planning process. This takes pressure off school management and staff to construct a menu that the students will enjoy and allows the kids a chance to communicate.

Three Level Workshops

Fresh Start has managed to increase and maintain participation throughout our schools by employing a Three Level Workshop model that is meant to educate students, parents and staff on the SBP and NSLP programs.

We offer parent orientations to introduce the food program to the family of the students. We address the New Meal Pattern, explain the program guidelines and give them a chance to try the food that their students will be eating every day. This way, the parents get involved with making sure their kids eat daily and lets them know that the school is providing their child delicious, nutritious meals.

Building on our parent orientation, we work closely with the school's Student Council and ASB programs to allow your students an avenue to provide their feedback and inspire them to go out and encourage their fellow classmates to participate.

Lastly, we provide a workshop to the school staff and point of service (POS) personnel, educating them on Offer Versus Serve protocols, what constitutes a compliant meal, proper line set up and POS strategies to improve line flow.

Utilizing such a program allows us to connect with the entire school community and identify how to best serve them in the coming year.

Offer vs. Serve

Is a concept that pertains to the meal patterns used in the School Nutrition Programs, which allows students to decline two of the five food components offered in a school lunch, while still allowing programs to claim those meals as complete and reimbursable. The program goals are to reduce food waste and allow students to choose foods that they prefer.

Fresh Start is committed to helping schools implement the Offer vs. Serve concept to ensure that schools allow students to eat only the meal components they want and receive full meal reimbursement.

Share Table

To reduce the amount of food waste and encourage the consumption of food served, many school food service operations have established "sharing tables." Sharing tables are carts and/or tables where children can place unconsumed food and beverage items (pre-packaged food and beverages, unopened wrapped food and beverages, or food items with a peel) that they choose not to eat/drink. These tables provide an opportunity for other children to take additional helpings of food or beverages at no cost to them. In many instances, food and beverage items, especially unopened milk, have been reused by food service operations as part of a reimbursable meal, served a la carte, and/or used in cooking.





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

Our goal is to establish a smooth transition and offer the best customer service possible...

PROPRIETARY INFORMATION

Transition Plan

When Fresh Start is chosen, our first step is establishing our on-site contact for each school and working with them to identify that school's needs for the coming year. Finding out our first day of service and bell schedule, we will begin to shape the best possible transportation route and delivery times. Our Server Supervisor will procure the necessary number of servers for each individual site.

A member of our Business Development team will visit the school sites to assess serving area and schedule Parent and Student Workshops to build interest in the food program and ingratiate ourselves with the community. This is beneficial in that it allows parents to see what their students will be eating at school, giving them confidence that their child will be provided with healthy and flavorful meals daily. This also gives us the opportunity to get feedback directly from our most valued clientele, the students. During this visit, we will also establish where deliveries will be made, if there are any special delivery instructions (e.g., gate requires a code, certain meals must be placed in a different area upon delivery, etc.), possible serving area locations, rainy day procedures and items that need to be posted in the serving area.

A Client Service Representative will be assigned and will assist the school contact in constructing a favorable menu to ensure the school year starts on a high note. Based on enrollment, the previous year's average counts and free/reduced percentage of the site, initial counts will be generated. Participation will be monitored by the Client Service Representative, who will adjust the counts accordingly in the first couple weeks of the new school year to avoid waste or shortages.

Fresh Start will provide the school with a utensil dispenser, floor racks, table cloths and chafer stands for the service area. After assessing the service area, if needed, Fresh Start can assist in acquiring tables, canopies, reusable food trays, warmers, refrigerators and other equipment at minimal cost to the school. Fresh Start Meals will provide our servers with sanitizer, towels, hairnets, gloves and a thermometer to be used for the meal program.

Our servers can assist with the organizing, cleaning and dismantling of the serving area, but cannot assist with janitorial services outside of said serving area.



"Tell me what you eat, and I will tell you what you are."

-J.K. Chesterton



- Pandables with Broccoli, Carrots and Chicken, Beef or Tofu.
- Fresh Salads and Pastas
- Papa John's Pizza or Dominos Pizza

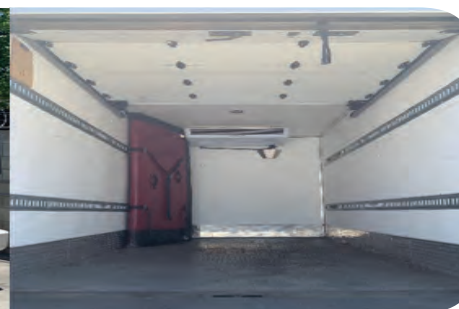


Transportation

We operate a large fleet of temperature-controlled vans and trucks to ensure on-time meal delivery to every school. All food is checked for the appropriate temperature and recorded onto the Transportation Record before leaving our facility.

Upon arrival at the school, the temperatures are measured again and recorded on the same document. A copy for the school is left at the delivery site for their records and another is retained at Fresh Start for three years.

In case of any emergency, shortage/missing component or any incident that may affect your meal service, drivers are provided with an emergency card for emergency purchases. Fresh Start is also able to provide shelf stable meals that can be used to replace individual components or act as a fully compliant meal for days where more students participate than expected.



Menu Ordering

We understand that no two clients are alike. That is why we prefer an individualized approach instead of a cookie cutter system. We work closely with administrators to find ways to increase participation and enhance menu appeal. Be it through student surveys, orientations or workshops; Fresh Start is committed providing each one of our schools a highly-personalized experience and the attention they deserve.

During the first full week of each month, Fresh Start Healthy Meals releases an electronic file of our menu for the subsequent month. Fresh Start Healthy Meals asks each school to submit their orders to their assigned client service representative by the 15th of each month.

Schools can make changes to their menu selections 5 school days prior to the actual day of service. Count changes are permitted by 2pm, 2 school days prior to the day of service.

Expanded Vegetable & Fruit Options

Fresh Start Healthy Meals is committed to providing our schools with a variety of fruit and vegetable options that appease the appetites of your students. By offering items such as cut fruit, we are able to expand the usual fruit rotation as some fruit drop in and out of season.

We also offer our schools a Salad Bar option, which provides a plethora of healthy vegetable and dressing options, as well as additional pasta and fruit serving on occasion. For schools that qualify, we assist in the participation of the fruit and vegetable program.

Attachment F. Respondent References

List three references to which the Respondent has provided food service management services within the past 3 year(s).

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

PROPRIETARY INFORMATION

Reference 1		
Name of Reference	Alta Public Schools	
Street Address	2410 Broadway	
City	State	Zip Code
Huntington Park	CA	90255
Contact Person	Contact Title	Contact Phone Number
Xavier Reyes	CEO/Executive Director	(323) 839-3286
Brief Description of Services Provided	Provide breakfast, lunch, snack and supper meals, as well as, serving staff. We provide prepackaged and family style meals to 4 different sites.	
Dates of Service	2013- Present	
Reference 2		
Name of Reference	Academia Avance Charter Schools	
Street Address	115 N. Avenue 53	
City	State	Zip Code
Los Angeles	CA	90042
Contact Person	Contact Title	Contact Phone Number
Ricardo Mireles	CEO/Executive Director	(323) 216-8177
Brief Description of Services Provided	Provide breakfast snack, lunch, snack and supper meals, as well as serving staff to 2 School Sites.	
Dates of Service	2013 - Present	
Reference 3		
Name of Reference	Los Angeles Academy of Arts & Enterprise	
Street Address	1200 Colton Building 3 (Royal Learning Center)	
City	State	Zip Code
Los Angeles	CA	90026
Contact Person	Contact Title	Contact Phone Number
David Defrenz	Principle	(310) 614-2855
Brief Description of Services Provided	Provide breakfast and lunch as well as serving staff to 2 School Sites.	
Dates of Service	2016 - Present	

Attachment G: Authorization Agreement

Request for Proposal for Food Service Management Company

RFP Number: RFP#2022-001

We, K12 School Services DBA Fresh Start Healthy Meals, 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 **El Camino Real Alliance..**
5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for **El Camino Real Alliance..**
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: K12 School Services DBA Fresh Start Healthy Meals

Address: 13294 Ralston Avenue

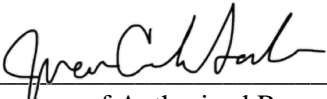
City: Sylmar State: CA Zip: 91342

E-mail Address: Irving@fshealthymeals.com

Web Site Address: fshealthymeals.com

Name of Authorized Representative: Juan Carlos Saucedo

Title of Authorized Representative: CEO



Signature of Authorized Representative

Date Signed: 04/20/2022

Attachment H: Fee Proposal

All costs are based on average daily participation of 1365 number of meals served on 180 number of school days.

COST BREAKDOWN			
Respondent Instructions			
⇒ Provide a breakdown of all costs included in the fixed price, including personnel costs.			
⇒ 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 Goods and Services included in the Fixed Price, Family Style Meals)</i>	Annual Cost	
1.	<u>Breakfast</u>	\$ 217,549.20	
2.	<u>Lunch</u>	\$ 544,010.40	
3.	<u>Snacks</u>	\$ 63,000.00	
4.	<u>Non-reimbursable Meals</u>	\$ 14,054.40	
Sub Total		\$ 838,614.00	
Personnel Costs		Annual Cost	
5.	Management Fee Per Meal (includes Personal)	\$1.03	\$ 253,071.00
6.	Consultant Fee Per Meal	\$0.00	
Sub Total		\$	
GRAND TOTAL		\$1,091,685.00	

Additional Pricing Disclosure:

- > Soy/alternative/Shelf Stable milk: \$0.80 per milk
(medical waiver required)

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 donated foods and must include all meal programs applicable. (Identify Estimated Commodity Credits Separately)			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast	98,886	\$ 2.20	\$ 217,549.20
Lunch	151,114	\$ 3.60	\$ 544,010.40
Snacks	70,000	\$ 0.90	\$ 63,000.00
Nonreimbursable Meals	3,904	\$ 3.60	\$ 14,054.40
TOTAL	253,904	\$	\$ 838,614.00

YOUR GUARANTEE – BREAK EVEN

If the foodservice operation should result in an amount less than a break-even financial position, Fresh Start Healthy Meals shall reimburse El Camino Real Alliance for the difference up to \$10,000.

**Attachment I: Certifications Regarding Lobbying, Debarment, Suspension, and
Other Responsibility Matters**

CERTIFICATION REGARDING LOBBYING

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

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

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

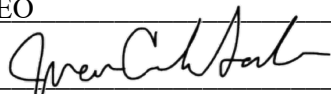
Organization: K12 School Services DBA Fresh Start Healthy Meals

Street address: 13294 Ralston Avenue

City, State, Zip: Sylmar, CA 91342

CERTIFIED BY: (Type or Print) Juan Carlos Saucedo

TITLE: CEO



(Signature)

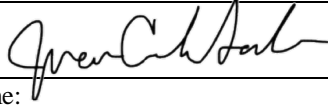
04/20/2022

(Date)

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)

Approved by
OMB

<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 style="text-align: right; border: 1px solid black; padding: 2px;">N/A</p>	<p>2. Status of Federal Action:</p> <p>a. Bid/Offer/Application b. Initial Award c. Post-Award</p> <p style="text-align: right; border: 1px solid black; padding: 2px;">N/A</p>	<p>3. Report Type:</p> <p>a. Initial filing b. Material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of last report _____</p> <p style="text-align: right; border: 1px solid black; padding: 2px;">N/A</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: N/A</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: N/A</p>	
<p>6. Federal Department/Agency: N/A</p>	<p>7. Federal Program Name/Description: N/A</p> <p>CFDA Number, if applicable:</p>		
<p>8. Federal Action Number, if known: N/A</p>	<p>9. Award Amount, if known: N/A</p> <p>\$</p>		
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A</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: Juan Carlos Saucedo</p>		
	<p>Title: CEO</p>		
	<p>Telephone No: (818)294-2065</p>	<p>Date: 04/20/2022</p>	
<p>FEDERAL USE ONLY:</p>		<p>Authorized for Local Reproduction Standard Form (SF—LLL (Rev. 7-97)</p>	

INSTRUCTIONS
Disclosure of Lobbying Activities (SF-LLL)

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to 31 *U.S.C.* Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Sub awards include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks “Sub awardee,” then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, U.S. Department of Agriculture, Food and Nutrition Service.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., RFP number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., “RFP-DE-90-001.”
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and phone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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.


K12 School Services DBA Fresh Start Healthy Meals_____

Contractor/Company Name

Award Number, Contract Number, or Project Name

Juan Carlos Saucedo, CEO_____

Name(s) and Title(s) of Authorized Representatives



Signature(s)

04/20/2022_____

Date

Attachment J: Certificate of Independent Price Determination

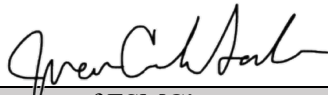
Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

K12 School Services DBA Fresh Start Healthy Meals
Name of FSMC

El Camino Real Alliance
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):

	CEO	04/20/2022
Signature of FSMC’s Authorized Representative	Title	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.

Attachment K: 21 Day Cycle Menu

Please attach to your Proposal

SEE MENUS ON NEXT PAGE

Attachment K: 21 Day Cycle Menu Please attach to your Proposal

GRADE: K-12

School

Sample 21 Day Cycle

Menu

B=

L=

S=

Serve w/ Milk & Fruit

Menu subject to change.

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	5	
B	Banana Muffin & WG Crackers	Cinnamon French Toast w/Syrup	Multi Grain Cheerios & WG Crackers	Bean & Cheese Burrito	Fruit Yogurt Graham Parfait
L	Herb Chicken Breast with Brown Rice Pilaf (1/2c) & Mixed Vegetables (1c)	Cheeseburger with Tater Tots (3/4c)	Beef Meatball & Cheese Hoagie Sandwich with Sweet Potato (3/4c)	Hawaiian Chicken with Brown Rice Pilaf (1/2c) & BBQ Baked Beans (3/4c)	Turkey & Cheese Croissant with Carrot Sticks (1/2c) & Ranch
S	8	9	10	11	12
B	Bagel with Cream Cheese	Pancakes & Sausage w/Syrup	Reduced Sugar Trix & WG Crackers	Cheese & Bean Quesadilla	Cinnamon Pop Tart & String Cheese
L	Spanish Chicken Adobo with Brown Rice Pilaf (1/2c) & Mixed Vegetables (1c)	Chili Hot Dog with Sweet Potato (3/4c)	Beef Lasagna with Steamed Broccoli & Carrots (1c)	Chicken Tamal with Pinto Beans (1/2c) & Mexican Corn	Pepperoni Bagel Pizza with Green Salad (1 1/2c)
S	15	16	17	18	19
B	Pumpkin Spice Muffin	Cinnamon French Toast w/Syrup	Rice Chex & WG Crackers	Egg & Sausage Croissant Sandwich	Strawberry Concha
L	Chipotle Macaroni & Cheese (1c) with Mixed Vegetables (1c)	Peperjack Cheeseburger with Sweet Potato (3/4c)	Chicken Parmesan Sandwich with Whole Kernel Corn (3/4c)	Chicken Quesadilla with Pinto Beans (3/4c)	Chicken Teriyaki with Brown Rice Pilaf (1/2c) & Steamed Broccoli & Carrots (1c)
S	22	23	24	25	26
B	Bagel with Cream Cheese	Pancakes & Sausage w/Syrup	Reduced Sugar Cinnamon Toast Crunch & WG Crackers	Chicken Tamal	Egg & Cheese Burrito
L	Creamy Chicken Chipotle (1/2c) over Penne Pasta (1/2c) with Mixed Vegetables (1c)	Breaded Chicken Patty Sandwich with Mashed Potatoes (3/4c)	Beef (2oz) & Cheese (.5oz) Nachos (1oz) with Pinto Beans (3/4c)	Italian Turkey, Ham & Cheese Hoagie Roll Sandwich with Carrot Sticks (1/2c) & Ranch	Chicken Fettuccine (1c) Alfredo with Steamed Broccoli & Carrots (1c)
S	29	30	31		
B	Coco Puffs & WG Crackers	Coffee Cake & String Cheese	Lucky Charms & WG Crackers		
L	Honey BBQ wings with Mash/ Roll(1c)	Cajon Chicken Pasta with Carrot Sticks (1c) & Ranch	Spaghetti(1c) & Meatballs with Steamed Carrots (3/4c)		

this institution is an equal opportunity provider.

Breakfast fruit/juice portions: 1 cup & Lunch fruit/juice portions: 1/2 cup (Juice cannot exceed 50% of total weekly servings.) Milk (1 Cup) (1%/Non-fat/Non-fat Choc)

School Notes:



“Eat Right, Be Bright!”



April 2021

Last updated: 2/26/21 at 1:11 pm

GRADE: K-12

CACFP Menu

Serve w/ Milk & Fruit
Menus subject to change.

B= Breakfast

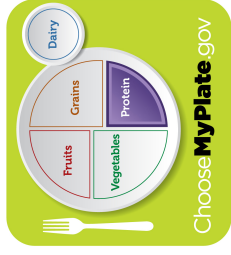
S= Supper

S1=Snack

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	29	30	31	1	2
B	Strawberry Muffin	Pancakes (2)	Coffee Cinnamon Crumble	Bean & Cheese Burrito	Mexican Concha
S	BBQ Chicken on a HB Bun w/carrots (1/2c)	Chicken Parmesan Sandwich w/mashed potato (1/2c)	Teriyaki Chicken Chow Mein w/broccoli (1/2c)	Creamy Chicken Chipotle w/brown rice (1/2c) & pinto beans (1/2c)	Pepperoni Pizza Bagel w/carrot sticks (1/2c)
S1	Scooby Doo Crackers	Apple Muffin	Goldfish Crackers	Cinnamon Pop Tart	Animal Crackers
	5	6	7	8	9
B	Cheese Quesadilla	Waffles (2)	Coffee Cinnamon Crumble	Grilled Cheese Sandwich	Mexican Concha
S	Cheeseburger w/carrots (1/2c)	Turkey & Cheese Bagel Sandwich w/bbq corn salad (1/2c)	Penne Pasta and Meat Sauce (3/4c) w/broccoli (1/2c)	Beef & Cheese Nachos w/pinto beans (1/2c)	Turkey & Cheese Hoagie Sandwich w/carrot sticks (1/2c)
S1	Blueberry Muffin	Cheez-It Crackers	Strawberry Pop Tart	Scooby Doo Crackers	Cinnamon Graham Bug Bites
	12	13	14	15	16
B	Breakfast Burrito	Banana Muffin	Chicken Tamal	Coffee Cake and String Cheese	Bagel & Jelly
S	Creamy Chicken Chipotle over Penne Pasta (1c) with mixed Vegetables (1c)	Chicken & Waffles w/ mashed potatoes (1/2c)	Vegetarian Lasagna w/broccoli (1/2c)	Southwestern Chicken w/brown rice (1/2c) & pinto beans (1/2c)	Garlic Pesto Cheese Pasta w/carrots (1/2c)
S1	Banana Muffin	Vanilla Wafers	Oatmeal Cookie	Chocolate Gripz Graham Blitz	
	19	20	21	22	23
B	Cheese Quesadilla	Cinnamon French Toast	Coffee Cinnamon Crumble	Grilled Cheese Sandwich	Apple Cinnamon Tamal
S	Honey BBQ Wings w/dinner roll & carrot sticks (1/2c)	Chicken Parmesan Sandwich with Tater Tots	Spaghetti and Meatballs w/broccoli (1/2c)	Cilantro Chicken Salad Hoagie Sandwich w/bbq bean salad (1/2c)	Chicken Alfredo Pasta w/mixed vegetables (1/2c)
S1	Cheez-It Crackers	Orange Muffin	Animal Crackers	Vanilla Wafers	Scooby Doo Crackers
	26	27	28	29	30
B	Bagel & Jelly	Banana Muffin	Croissant Sausage Egg and	Bean & Cheese Burrito	Grape Crescent
S	Marinara Cheese Pasta w/carrots (1/2c)	Chicken Nuggets w/whole kernel corn (1/2c)	Lemon Pepper Chicken w/brown Rice (1/2c) w/broccoli (1/2c)	Breaded Chicken Patty on a HB Bun w/bbq baked beans (1/2c)	Chicken Teriyaki & Brown Rice (1/2c) w/mixed vegetables (1/2c)
S1	Strawberry Pop Tart	Goldfish Crackers	Oatmeal Cookie	Animal Crackers	Blueberry Muffin

This institution is an equal opportunity provider.

Breakfast fruit/juice portions: 1/2 cup & Lunch fruit/juice portions: 1/4 cup (juice cannot exceed 50% of total weekly servings.) Milk (1 Cup) 13%/Non-fat/Non-fat (Choc)



School Notes:

eat right, be bright!

MENU ORDER FORM

MONTH						
Grades 9 - 12	School Name: _____					
Week 1 Options	Monday Starchy	Tuesday Dark Green	Wednesday Red & Orange	Thursday Beans & Peas	Friday Other Veggies	
Breakfast			Reduced Sugar Trix & WG Crackers	Bean & Cheese Burrito	Mexican Concha	
Hot Lunch			Honey BBQ Chicken Wings (4) with Dinner Roll, Carrot Sticks (1c) & Ranch	Beef Meatball & Cheese Hoagie Sandwich with Tater Tots (1c)	Chicken Teriyaki with Brown Rice Pilaf (1c) & Steamed Broccoli & Carrots (1c)	
Hot Lunch			Michael B's / Bestway	Michael B's / Bestway	Pandables	
Cold Lunch			Breaded Chicken Patty Sandwich with Sweet Potato (1c)	Double Dog Chicken Hot Dogs with Tater Tots (1c)	Chicken Fettuccine (1c) Alfredo with Green Salad (2c)	
Daily Salad			Michael B's / Bestway	Michael B's / Bestway		
Snack			Ham & Cheese Croissant Sandwich with Green Salad (1 1/2c)	Turkey & Cheese Sandwich with Carrot Sticks (3/4c) & Ranch	Creamy Basil Chicken Tortilla Wrap with Carrot Sticks (1/2c) & Ranch	
Week 2 Options	Starchy	Dark Green	Red & Orange	Beans & Peas	Other Veggies	
Breakfast	Mini Bagels w/Cinnamon Cream Cheese	Pancakes (2) with Syrup	Reduced Sugar Cinnamon Toast Crunch & WG Crackers	Beef, Cheese & Chili Flaquito	Coffee Cake & String Cheese	
Hot Lunch	Chicken Parmesan Sandwich with Mashed Potatoes (1c)	Penne Pasta (1c) & Turkey Meat Sauce (3/4c) with Green Salad (1 1/2c)	Pepperoni Pizza with Carrot Sticks (1c) & Ranch	Chicken Tamal with Black Beans (1c)	Chicken (1/2c) Chow Mein (1c) & Steamed Broccoli & Carrots (1c)	
Hot Lunch	Beef Hot Dog with Tater Tots (1c)	Lemon Pepper Chicken with Brown Rice Pilaf (1c) & Mixed Vegetables (1c)	Papa Johns WG Slice	Michael B's Food Products	Pandables	
Cold Lunch	Michael B's Food Products	Pandables	Prepack Wednesday	Beef (2oz) & Cheese (.5oz) Nachos (2oz) with Black Beans (1c)	Creamy Chicken Chops (1/2c) over Penne Pasta (1c) with Steamed Broccoli & Carrots (1c)	
Daily Salad	Caesar Chicken Salad with a Wheat Dinner Roll	Chicken Teriyaki with Brown Rice Pilaf (1c) & Steamed Carrots (1c)	Turkey Salad Sandwich with Carrot Sticks (3/4c) & Ranch	Ham & Cheese Torta with Cilantro Bean Salad (3/4c)	Oriental Chicken Wheat Tortilla Wrap with Carrot Sticks (1/2c) & Ranch	
Snack	Goldfish Crackers	Scoby Doo Crackers	Cinnamon Pop Tart	Vanilla Educational Snack	Banana Muffin	
Week 3 Options	Starchy	Dark Green	Red & Orange	Beans & Peas	Other Veggies	
Breakfast	Chocolate Crescent	Cinnamon French Toast w/Syrup	Rice Chex & WG Crackers	Egg & Sausage Burrito	WG Apple Cinnamon Donut	
Hot Lunch	Green Wet Chicken Burrito with Whole Kernel Corn (1c)	Chicken Fettuccine (1c) Alfredo with Green Salad (2c)	Beef & Bean Chili with WG Salties (6pts) & Green Salad (1c)	Philly Cheese Steak Sandwich with Sweet Potato (1c)	Orange Chicken with Brown Rice Pilaf (1c) & Steamed Broccoli & Carrots (1c)	
Hot Lunch	Beef Taquitos (2) with Whole Kernel Corn (1c)	Michael B's / Bestway	Prepack Wednesday	Michael B's Food Products	Pandables	
Cold Lunch	Michael B's Food Products	Chicken Teriyaki with Brown Rice Pilaf (1c) & Mixed Vegetables (1c)	Red Chicken & Cheese Enchiladas with Pinto Beans (3/4c)	Corn Dog Nuggets (6) with Sweet Potato (1c)	Spaghetti (1c) & Meatballs with Green Salad (1 1/2c)	
Daily Salad	Caesar Chicken Salad with a Wheat Dinner Roll	Ham & Cheese Sandwich with Green Salad (1 1/2c)	Turkey, Cheese & Spinach Ciabatta Sandwich with Cilantro Bean Salad (3/4c)	Italian Turkey, Ham & Cheese Hoagie Roll Sandwich with Carrot Sticks (3/4c) & Ranch	Caesar Chicken Tortilla Wrap with Carrot Sticks (1/2c) & Ranch	
Snack	Berry Rice Krispies Granola Bar	Chf Turkey & Ham Salad with a Wheat Dinner Roll	Chinese Chicken Salad with a Wheat Dinner Roll	Greek Chicken Salad with a Wheat Dinner Roll	Santa Fe Chicken Salad with a Wheat Dinner Roll	
Week 4 Options	Starchy	Dark Green	Red & Orange	Beans & Peas	Other Veggies	
Breakfast			Waffles (2) with Syrup	Coco Puffs & WG Crackers	Maple Pancake Corn Dog	
Hot Lunch			Macaroni & Cheese (1c) with BBQ Baked Beans (1c)	Pepperoni Pizza with Carrot Sticks (1c) & Ranch	Beef & Cheese Chimichanga with Whole Kernel Corn (1c)	Mongolian Beef (1/2c) Chow Mein (1c) with Steamed Broccoli & Carrots (1c)
Hot Lunch			Chicken Tamal with Pinto Beans (1c)	Papa Johns WG Slice	Michael B's Food Products	Pandables
Cold Lunch			Michael B's Food Products	Hawaiian Chicken with Brown Rice Pilaf (1c) & Steamed Carrots (1c)	Spanish Chicken Adobo with Brown Rice Pilaf (1c) & Whole Kernel Corn (3/4c)	Pesto Chicken Penne Pasta (1c) with Steamed Broccoli & Carrots (1c)
Daily Salad			Creamy Basil Chicken Tortilla Wrap with Green Salad (1c)	Turkey & Cheese Sandwich with Carrot Sticks (3/4c) & Ranch	Chicken Breast Pita Sandwich with Cilantro Bean Salad (3/4c)	Roasted Pepper Chicken Tortilla Wrap with Carrot Sticks (1/2c) & Ranch
Snack			Chf Turkey & Ham Salad with a Wheat Dinner Roll	Chinese Chicken Salad with a Wheat Dinner Roll	Greek Chicken Salad with a Wheat Dinner Roll	Santa Fe Chicken Salad with a Wheat Dinner Roll
Week 5 Options	Starchy	Dark Green	Red & Orange	Beans & Peas	Other Veggies	
Breakfast	Zucchini Loaf	Pancakes (2) with Syrup	Multi Grain Cheerios & WG Crackers	Green Chile Egg & Cheese Burrito	Mini Cinnamon Rolls	
Hot Lunch	Beef (2oz) & Cheese (.5oz) Nachos (2oz) with Pinto Beans (1c)	Spaghetti (1c) & Meatballs with Green Salad (1 1/2c)	Chicken & Waffles with Mashed Potatoes (1c)	Pepperjack Cheeseburger with Sweet Potato (1c)	Chicken Teriyaki with Brown Rice Pilaf (1c) & Steamed Broccoli & Carrots (1c)	
Hot Lunch	Beef, Bean & Cheese Burrito with Pinto Beans (1c)	Michael B's Food Products	Prepack Wednesday	Honey BBQ Chicken Wings (4) with Dinner Roll, Carrot Sticks (1c) & Ranch	Pandables	
Cold Lunch	Michael B's Food Products	Orange Chicken with Brown Rice Pilaf (1c) & Mixed Vegetables (1c)	Chicken Parmesan Sandwich with Mashed Potatoes (1c)	Turkey & Cheese Croissant Sandwich with Carrot Sticks (3/4c) & Ranch	Chicken Fettuccine (1c) Alfredo with Green Salad (2c)	
Daily Salad	Caesar Chicken Salad with a Wheat Dinner Roll	Spinach Chicken Pasta with Cilantro Bean Salad (1c)	Ham & Cheese Torta with BBQ Corn Salad (3/4c)	Michael B's Food Products	Oriental Chicken Tortilla Wrap with Carrot Sticks (1/2c) & Ranch	
Snack	Apple Cin. Rice Krispies Granola Bar	Chf Turkey & Ham Salad with a Wheat Dinner Roll	Chinese Chicken Salad with a Wheat Dinner Roll	Greek Chicken Salad with a Wheat Dinner Roll	Santa Fe Chicken Salad with a Wheat Dinner Roll	

All entrées are 2oz eq M/MA (protein). Snacks are served with juice unless it is fruit and then it will be given with milk. Fruits are subject to change depending on availability of product.



Additional Documents

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“If we could give every individual the right amount of nourishment and exercise, not too little and not too much, we would have the safest way to health.”

- Hippocrates



HCCP Plan

02/15/2022

We reassessed our HACCP program and made changes to our food safety system, to better streamline our environmental process and met our critical limits. We now have 3 critical limits which is defined below and identification of supporting documentation for critical limits chosen for hazards we have identified as reasonably likely to occur:

CCP 1-165°F Critical limit, cook process- FSIS Directive 7111.1 Appendix A

CCP 2 – During cooling, the product’s maximum internal temperature should not remain between 135°F and 70°F for more than 2 hours (120 min) nor between 70°F and 45°F for more than 4 hours. This cooling rate can be applied universally to cooked products process-FSIS Directive 7111.1option 1. appendix B Additionally, we have some products where a heat treatment only is applied, products may not reach the 135°F temperature, but may reach temperatures above 70°F in less than 120 minutes (2.0 hours) then follow from 70°F to 45°F in less than 4 hours.

CCP3- 44.6°F Critical Limit- Bruce Tompkins Study

In-house validation

Verification Procedures: Monitoring of our Critical Control Limits at the critical control point locations will be performed per each in process or finished meat/poultry products produced, and documented: in process meat/poultry/non-meat- Raw/FullyCooked and Cooling Record Report (CCP 1 & 2) Finished cooked meat/poultry products- production Report for USDFA Assembled Products (CCP3)

Direct observation-Daily

Calibration – Daily

Record Review: Daily

Pre-shipment Review: Daily (Unless a FSIS sample is taken then we will abstain until results are reported by FSIS)

FSIS states, “That identification of Hazards not reasonably likely to occur could be covered by a control-point program or prerequisite program.” The following programs are supported with on going documentation. They are defined as follows and maybe found in titled program books.

Listeria monocytogenes prerequisite program-Alternative 3

Allergen prerequisite Program

Receiving and Temperature control point program

Cooler/ Freezer Storage Control Point Program

Letters of Guarantee from our Suppliers

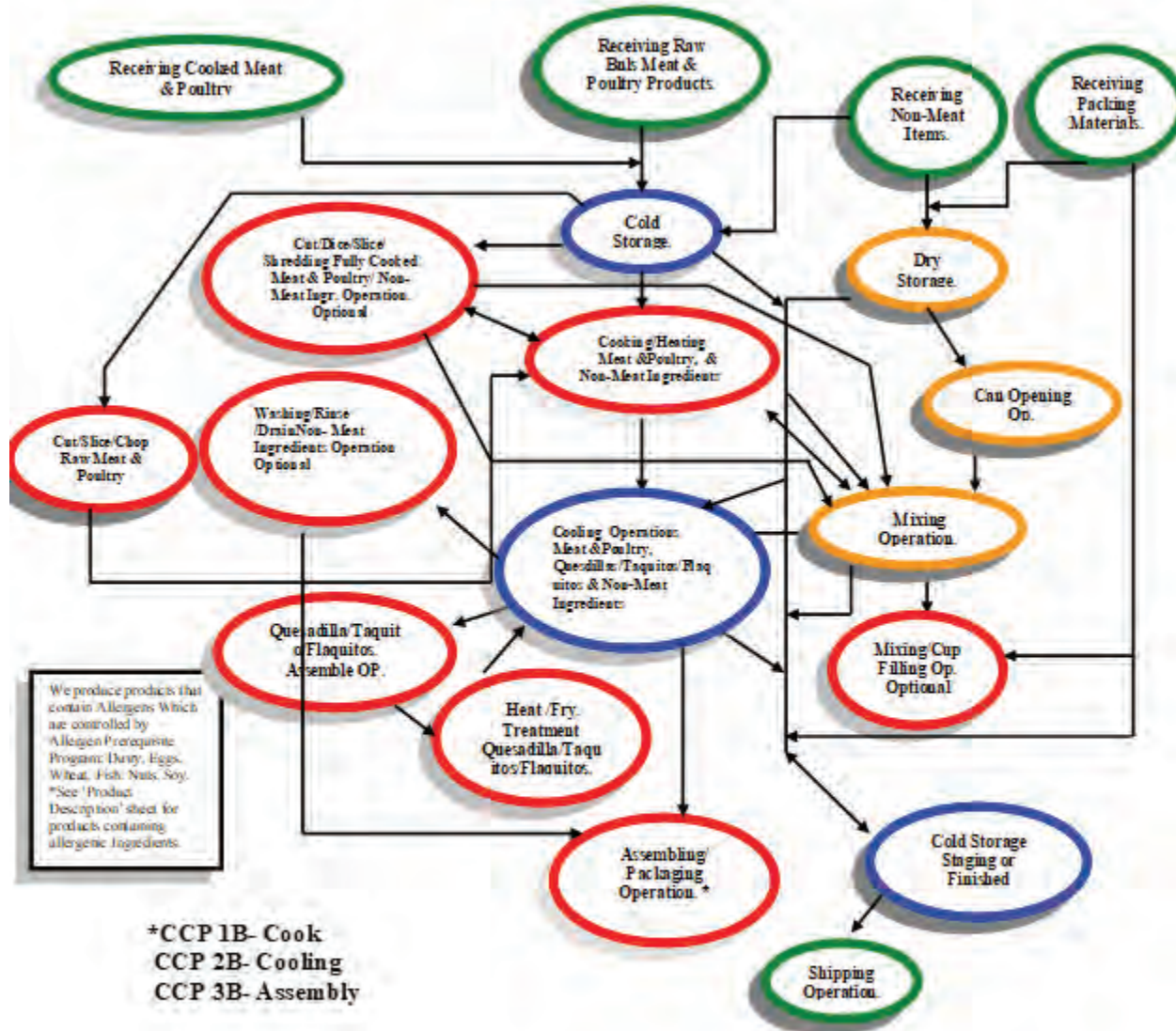
Establishment does not accept “Returned Product” that has left establishment control.

DATE 4/05/2022

SIGNATURE


Eduardo Covarrubias -

FLOW CHART FOR FULLY COOKED, NOT SHELF STABLE MEAT OR POULTRY PRODUCTS.



02/15/2022

Date

FRESH START HEALTHY MEALS

HACCP PLAN-FRESH START

PROCESS CATEGORY: FULLY COOKED, NOT SHELF STABLE MEAT OR POULTRY PRODUCTS.		Page 1					
PRODUCT NAME: FULLY COOKED, NOT SHELF STABLE MEAT OR POULTRY PRODUCTS.							
PROCESS STEP	Hazard Description Biological (B) Chemical (C) Physical (P)	CCP NO.	CRITICAL LIMITS	MONITORING PROCEDURES & FREQUENCY. PERSON RESPONSIBLE.	CORRECTIVE ACTIONS & PERSON RESPONSIBLE.	HACCP RECORDS	VERIFICATION PROCEDURES & PERSON RESPONSIBLE.
COOKING/ HEATING / COOKED MEAT & POULTRY, PASTAS, RICE, SALSAS OPERATION	B. Biological (Listeria Monocytogenes, Salmonella, E. Coli 01:57:H7, STEC s, Campylobacter, C. Perfringens)	1B	B. The meat or poultry food products and scrambled egg are to be cooked. 158°F for Meat and scrambled egg and at least 165 °F for Chicken. All Fresh Start Hot Cater Meals will be heating to a minimum internal temperature of 180°F. Rice and Pasta: Vegetative pathogens survival, Rice is pasteurized at ≥ 165 °F for 15 seconds. Directive 7111.1 Appendix A, USDA Poultry Cooking Guidelines and FDA 2009, 3.401.11	B. Trained establishment official will monitor the internal temperature of the product being cooked/heated at the end of the cooking/heating cycle for each kind of product. A)FOR HOT CATER MEALS Per our correlation data the responsible personnel will monitor the internal product temperature of the product for each batch and document the lowest temperature. The second temperature will monitor at the end of loading into cambrios and document the lowest temperature. B)FOR COOKING Each batch or lot responsible personnel will at least pick up one largest piece of cooked meat or poultry product and check the internal temperature. For each batch or lot, responsible personnel will at least pick up three largest light color pieces of scrambled egg from the top layer, check the internal temperature and document the lowest temperature.	Trained establishment official will make corrective actions to be in compliance with HACCP Regulations Part 417.3(a)(1-4) Establishment official will identify the cause of deviation, bring CCP under control and implement controls if needed to prevent re-occurrence. Product will be inventoried to assure all product is under establishment control. SEE "HACCP Corrective Action Report"	Trained establishment official will record date, time of observation, and all the pertinent information required for the correct completion of the COOKING /HEATING /COOLING REPORT initial or sign all documentation including any corrective action in the HACCP CORRECTIVE ACTION REPORT. CALIBRATION THERMOMETER RECORD.	Trained establishment official will perform a direct observation at least once per day observe the designated person, or by a plant official monitor the procedures listed in the "Monitoring Procedures & Frequency..." block to see if these procedures are being followed including any corrective action implemented by the designated person or management. Trained establishment official will perform record review verification at least once per day on the monitoring documents, direct observation, thermometer calibration form, and any corrective actions required or more often if necessary to assure that the documentation complies with regulatory requirements. NOTE: Record Review Must be performed by someone other than the person performing the monitoring. Trained establishment official will calibrate the thermometer for accuracy at least once per day. Adjust and record the findings in the CALIBRATION THERMOMETER RECORD.

FRESH START HEALTHY MEALS

HACCP PLAN-FRESH START

PROCESS CATEGORY: FULLY COOKED, NOT SHELF STABLE MEAT OR POULTRY PRODUCTS.
 PRODUCT NAME: FULLY COOKED, NOT SHELF STABLE MEAT OR POULTRY PRODUCTS.

PROCESS STEP	Hazard Description (B) Chemical (C) Physical (P)	CCP NO.	CRITICAL LIMITS	MONITORING PROCEDURES & FREQUENCY. PERSON RESPONSIBLE.	CORRECTIVE ACTIONS & PERSON RESPONSIBLE.	HACCP RECORDS	VERIFICATION PROCEDURES & PERSON RESPONSIBLE.
COOLING OPERATION FOR MEAT/POULTRY AND NON-MEAT INGREDIENTS	B. Biological (listeria, Monocytogenes, C. Perfringens, C. Botulism)	2B	B. Cooked meat or non-meat ingredients should be cooled as per FSIS Directive 7111.1 Appendix B Option 1 From 130°F to 80°F <u>not to exceed 1½ hours.</u> From 80°F to 40°F <u>not to exceed 5 hours.</u>	B. Trained establishment official will monitor the internal temperature of each batch or lot of the meat product being cooled, to assure that the critical control limit is met. Check at least one piece of the product being cooled from each lot or batch at every step of the cooling cycle by inserting a hand held thermometer in the middle of the product. Record the highest temperature if more than one temperature is checked per cooling step.	Trained establishment official will make corrective actions to be in compliance with HACCP Regulations Part 417.3(a)(1-4) Establishment will identify the cause of deviation, bring CCP under control and implement controls if needed to prevent re-occurrence. Product will be inventoried to assure all product is under establishment control. SEE "HACCP Corrective Action Report"	Trained establishment official will record date, time of observation, and all the pertinent information required for the correct completion of the COOKING/COOLING REPORT initial or sign all documentation Document any deficiency or corrective actions in the HACCP CORRECTIVE ACTION REPORT. CALIBRATION THERMOMETER RECORD.	Trained establishment official will perform a direct observation at least once per day observe the designated person or a plant official monitor at least one step of the cooling process of the procedures listed in the "Monitoring Procedures & Frequency...." block to see if the these procedures are being followed, including any corrective action implemented by the designated person or management. Trained establishment official will perform record review verification at least once per day on the monitoring documents, direct observation records, including the thermometer calibration form and any corrective action to assure that the documentation complies with all the regulatory requirements. NOTE: Record Review Must be performed by someone other than the person performing the monitoring. Trained establishment official will calibrate the thermometer for accuracy at least once per day. Adjust and record the findings in the CALIBRATION THERMOMETER RECORD.

Personal Hygiene

Standard Operating Procedure

1. **Purpose:** To prevent contamination of food by foodservice employees.
2. **Scope:** This procedure applies to foodservice employees who handle, prepare, or serve food.
3. **Key Words:** Personal Hygiene, Cross-Contamination, Contamination
4. **Instructions:**
 - a. Train foodservice employees on practicing good personal hygiene.
 - b. Report to work in good health, clean, and dressed in clean attire.
 - c. Change apron or clothes when they become soiled.
 - d. Wash hands properly, frequently, and at the appropriate times.
 - e. Keep fingernails trimmed, filed, and maintained so that the edges are cleanable and not rough.
 - f. Avoid wearing artificial fingernails and fingernail polish.
 - g. Wear single-use gloves if artificial fingernails or fingernail polish are worn.
 - h. Do not wear any jewelry except for a plain ring such as a wedding band.
 - i. Treat and bandage wounds and sores immediately. When hands are bandaged, single-use gloves must be worn.
 - j. Cover a lesion containing pus with a bandage. If the lesion is on a hand or wrist, cover with an impermeable cover such as a finger cot or stall and a single-use glove.
 - k. Eat, drink, use tobacco, or chew gum only in designated break areas where food or food contact surfaces may not become contaminated. Thoroughly wash hands afterward.
 - l. Taste food the correct way:
 - 1) Place a small amount of food into a separate container.
 - 2) Step away from exposed food and food contact surfaces.
 - 3) Use a teaspoon to taste the food. Remove the used teaspoon and container to the dish room. Never reuse a spoon that has already been used for tasting.
 - 4) Wash hands immediately.
 - m. Wear suitable and effective hair restraints while in the kitchen.
 - n. Follow State and local public health requirements.
5. **Monitoring:**
 - a. A designated school or foodservice employee will inspect employees when they report to work to be sure that each employee is following this SOP.

The designated foodservice employee will monitor that all foodservice employees are adhering to the personal hygiene policy during all hours of operation.

6. Corrective Action:

- a. Any foodservice employee found not following this procedure will be retrained at the time of the incident. Effected food will be discarded.

7. Verification and Record Keeping:

- a. The foodservice manager or other designated personnel will verify that foodservice employees are following this policy by visually observing the employees during all hours of operation.

Washing Hands

Standard Operating Procedure

1. **Purpose:** To prevent foodborne illness by contaminated hands.
2. **Scope:** This procedure applies to anyone who handles, prepares, and / or serves food.
3. **Keywords:** Hand washing, Cross-Contamination
4. **Instructions:**
 - a. Fresh Start will train any individual that prepares or serves food on proper hand washing. Training may include viewing a hand washing video and demonstrating proper hand washing procedure.
 - b. Post hand washing signs or posters in a language understood by all foodservice staff near all hand washing sinks, in food preparation areas, and restrooms.
 - c. Provide warm running water, soap, and a means to dry hands. Provide a waste container at each hand washing sink or near the door in restrooms.
 - d. Keep hand washing sinks accessible anytime employees are present.
 - e. Wash hands:
 - 1) Before starting work
 - 2) During food preparation
 - 3) When moving from one food preparation area to another
 - 4) Before putting on or changing gloves
 - 5) After using the toilet
 - 6) After sneezing, coughing, or using a handkerchief or tissue
 - 7) After touching hair, face, or body
 - 8) After smoking, eating, drinking, or chewing gum or tobacco
 - 9) After handling raw meats, poultry, or fish
 - 10) After any clean up activity such as sweeping, mopping, or wiping counters
 - 11) After touching dirty dishes, equipment, or utensils
 - 12) After handling trash
 - 13) After handling money
 - 14) After any time the hands may become contaminated
 - f. Follow proper hand washing procedures as indicated below:
 - 1) Wet hands and forearms with warm, running water (at least 100 °F) and apply soap.
 - 2) Scrub lathered hands and forearms, under fingernails, and between fingers for at least 20 seconds. Rinse thoroughly under warm running water for 5-10 seconds.
 - 3) Dry hands and forearms thoroughly with single-use paper towels.
 - 4) Dry hands for at least 30 seconds if using a warm air hand dryer.
 - 5) Turn off water using paper towels.

- 6) Use paper towel to open door when exiting the restroom.
- g. Follow FDA recommendations when using hand sanitizers. These recommendations are as follows:
 - 1) Use hand sanitizers only after hands have been properly washed and dried.
 - 2) Use only hand sanitizers that comply with the *2005 FDA Food Code*. Confirm with the manufacturers that the hand sanitizers used meet these requirements. Use hand sanitizers in the manner specified by the manufacturer.
- 5. **Monitoring:**
 - a. A designated employee will visually observe the hand washing practices of the foodservice staff during all hours of operation.
 - b. In addition, the designated employee will visually observe that accessibility of hand washing sinks and supplies during all hours of operation.
- 6. **Corrective Action:**
 - a. Employees that are observed not washing their hands at the appropriate times or using the proper procedure will be asked to wash their hands immediately.
 - b. Employee will be re-trained to ensure proper hand washing procedure.
- 7. **Verification and Record Keeping:**
 - a. The foodservice manager or other personnel will routinely complete the Food Safety Checklist to indicate that monitoring is being conducted as specified.

Using and Calibration of Thermometers

Standard Operating Procedure

1. **Purpose:** To prevent foodborne illness by ensuring that the appropriate type of thermometer is used to measure internal product temperatures and that thermometers use are correctly and routinely calibrated for accuracy for the safety of food being served to children.
2. **Scope:** This procedure applies to foodservice employees who use thermometers in the designated food preparation area.
3. **Key Words:** Calibration, Thermometer
4. **Instructions:**
 - a. Train foodservice employees on using the procedures in this SOP.
 - b. Follow State or local health department requirements.
 - c. Follow the food thermometer manufacturer's instructions for use. Use a food thermometer that measures temperatures from 0 °F (-18 °C) to 220 °F (104 °C) and is appropriate for the temperature being taken. For example:
 - 1) Temperatures of thin products, such as hamburgers, chicken breasts, pizza, filets, nuggets, hot dogs, and sausage patties, must be taken using a thermistor or thermocouple with a thin probe.
 - 2) Bimetallic, dial-faced stem thermometers are accurate only when measuring temperatures of thick foods. They may not be used to measure temperatures of thin foods. A dimple mark located on the stem of the thermometer indicates the maximum food thickness that can be accurately measured.
 - 3) Use only oven-safe, bimetallic thermometers when measuring temperatures of food while cooking in an oven.
 - d. Have food thermometers easily-accessible to foodservice employees during all hours of operation.
 - e. Clean and sanitize food thermometers before each use. Refer to the *Cleaning and Sanitizing Food Contact Surfaces SOP* (see APPENIDX 4) for the proper procedure to follow.
 - f. Store food thermometers in an area that is clean and where they are not subject to contamination.
5. **Monitoring:**
 - a. The foodservice manager or other designated personnel will review the Thermometer Calibration Record / Menu routinely to ensure that thermometers were calibrated.
 - b. Employees will calibrate thermometers routinely using the following steps as demonstrated during training by Fresh Start Healthy Meals:
 - 1) Ice-Point Method
 - a) The ice-point method of calibrating thermometers is used.
 - 1 Fill a large glass (at least 6" in diameter) with crushed ice. Add cold, clean tap water until the glass is full. Stir the mixture well so that it will be at 32°F.

- 2 Put the end of the clean thermometer or probe stem into the ice water so that the sensing area is completely submerged, but the stem does not touch the bottom or sides of the glass. Wait 30 seconds. The thermometer stem or probe stem must remain in the ice water submerged past the sensing area indicator (indentation on dial thermometers). Allow the temperature reading to stabilize before reading temperature.
- 3 Hold the adjusting nut on a dial thermometer, located under the indicator head of the thermometer, securely with a small wrench or pliers, and rotate the head of the thermometer until it reads 32°F (0°C).
- 4 Temperature measurement should be 32 °F (+ 2 °F) [or 0 °C (+ 1 °C)]. If not, adjust according to manufacturer's instructions.
- 5 Press the reset button on a digital thermometer to adjust the readout.
- 6 Record calibration, including date and initials, on the Thermometer Calibration Record. See TAB H to APPENDIX 25.

6. Corrective Action:

- a. Retrain any foodservice employee found not following the procedures in this SOP.
- b. For an inaccurate, bimetallic, dial-faced thermometer, adjust the temperature by turning the dial while securing the calibration nut (located just under or below the dial) with pliers or a wrench.
- c. For an inaccurate, digital thermometer with a reset button, adjust the thermometer according to manufacturer's instructions.
- d. If an inaccurate thermometer cannot be adjusted on-site, discontinue using it, and follow manufacturer's instructions for having the thermometer calibrated.
- e. Retrain employees who are using or calibrating food thermometers improperly.

7. Verification and Recordkeeping. :

- a. Foodservice employees will record the calibration temperature and any corrective action taken, if applicable, on the Thermometer Calibration Log each time a thermometer is calibrated.
- b. The foodservice manager will verify that foodservice employees are using and calibrating thermometers properly by making visual observations of the employees during the calibration process and all operating hours.
- c. The foodservice manager will review and initial the Calibration Log daily. The Calibration Log will be kept on file a minimum of 1 year.
- d. The foodservice manager or designee will complete the Food Safety Checklist daily.
- e. The Food Safety Checklist is to be kept on file for a minimum of 1 year.

Cleaning and Sanitizing Food Contact Surfaces

Standard Operating Procedure

1. **Purpose:** To prevent foodborne illness by ensuring that all food contact surfaces are properly cleaned and sanitized.
2. **Scope:** This procedure applies to foodservice employees involved in cleaning and sanitizing food contact surfaces.
3. **Key Words:** Food Contact Surface, Cleaning, Sanitizing
4. **Instructions:**
 - a. Train foodservice employees on using the procedures in this SOP.
 - b. Follow State or local health department requirements.
 - c. Follow manufacturer's instructions regarding the use and maintenance of equipment and use of chemicals for cleaning and sanitizing food contact surfaces. Refer to *Storing and Using Poisonous or Toxic Chemicals SOP*. See APPENDIX 7.
 - d. If State or local requirements are based on the *2001 FDA Food Code*, wash, rinse, and sanitize food contact surfaces of sinks, tables, equipment, utensils, thermometers, carts, and equipment:
 - 1) Before each use
 - 2) Between uses when preparing different types of raw animal foods, such as eggs, fish, meat, and poultry
 - 3) Between uses when preparing ready-to-eat foods and raw animal foods, such as eggs, fish, meat, and poultry
 - 4) Any time contamination occurs or is suspected
 - e. Wash, rinse, and sanitize food contact surfaces of sinks, tables, equipment, utensils, thermometers, carts, and equipment using the following procedure:
 - 1) Wash surface with detergent solution.
 - 2) Rinse surface with clean water.
 - 3) Sanitize surface using a sanitizing solution mixed at a concentration specified on the manufacturer's label.
 - f. Place wet items in a manner to allow air drying. If a 3-compartment sink is used, setup and use the sink in the following manner:
 - 1) In the first compartment, wash with a clean detergent solution at or above 110 °F or at the temperature specified by the detergent manufacturer.
 - 2) In the second compartment, rinse with clean water.
 - 3) In the third compartment, sanitize with a sanitizing solution mixed at a concentration specified on the manufacturer's label or by immersing in hot water at or above 171 °F for 30 seconds. Test the chemical sanitizer concentration by using an appropriate test kit.
5. **Monitoring:**
 - a. Foodservice employees will:

- 1) During all hours of operation, visually and physically inspect food contact surfaces of equipment and utensils to ensure that the surfaces are clean.
 - 2) In a 3-compartment sink, on a daily basis:
 - 1) Take the water temperature in the first compartment of the sink by using a calibrated thermometer.
 - 2) If using chemicals to sanitize, test the sanitizer concentration by using the appropriate test kit for the chemical.
 - 3) If using hot water to sanitize, use a calibrated thermometer to measure the water temperature. Refer to *Using and Calibrating Thermometers SOP*.
- b. Visually monitor that the water in each compartment is clean.
- 1) Take the water temperature in the first compartment of the sink by using a calibrated thermometer.
 - 2) If using chemicals to sanitize, test the sanitizer concentration by using the appropriate test kit for the chemical.
 - 3) If using hot water to sanitize, use a calibrated thermometer to measure the water temperature. Refer to *Using and Calibrating Thermometers SOP*.

6. Corrective Action:

- a. Retrain any foodservice employee found not following the procedures in this SOP.
- b. Wash, rinse, and sanitize dirty food contact surfaces. Sanitize food contact surfaces if it is discovered that the surfaces were not properly sanitized. Discard food that comes in contact with food contact surfaces that have not been sanitized properly.
- c. In a 3-compartment sink:
 - 1) Drain and refill compartments periodically and as needed to keep the water clean.
 - 2) Adjust the water temperature by adding hot water until the desired temperature is reached.
 - 3) Add more sanitizer or water, as appropriate, until the proper concentration is achieved.

7. Verification and Record Keeping:

- a. Foodservice employees will record monitoring activities and any corrective action taken on the Food Contact Surfaces Cleaning and Sanitizing Log.
- b. The foodservice manager or designee will verify that foodservice employees have taken the required temperatures and tested the sanitizer concentration by visually monitoring foodservice employees during the shift and reviewing, initialing, and dating the Food Contact Surfaces Cleaning and Sanitizing Log.
- c. The foodservice manager or designee will complete the Food Safety Checklist daily.
- d. The Food Contact Surfaces Cleaning and Sanitizing and Food Safety Checklist are to be kept on file for a minimum of 1 year.

Washing Fruits and Vegetables

Standard Operating Procedure

1. **Purpose:** To prevent or reduce risk of foodborne illness or injury by contaminated fruits and vegetables.
2. **Scope:** This procedure applies to foodservice employees who prepare or serve food.
3. **Keywords:** Fruits, Vegetables, Cross-Contamination
4. **Instructions:**
 - a. Train foodservice employees who prepare or serve food on how to properly wash and store fresh fruits and vegetables.
 - b. Wash hands using the proper procedure.
 - c. Wash, rinse, sanitize, and air-dry all food-contact surfaces, equipment, and utensils that will be in contact with produce, such as:
 - 1) cutting boards,
 - 2) knives, and,
 - 3) sinks.
 - d. Follow manufacturer's instructions for proper use of chemicals.
 - e. Wash all raw fruits and vegetables thoroughly before combining with other ingredients, including unpeeled fresh fruit and vegetables that are served whole or cut into pieces.
 - f. Wash fresh produce vigorously under cold running water or by using chemicals that comply with the *2005 FDA Food Code*.
 - g. Packaged fruits and vegetables labeled as being previously washed and ready-to-eat are not required to be washed.
 - h. Follow State and local public health requirements.
5. **Monitoring:**
 - a. The foodservice manager will visually monitor that fruits and vegetables are being properly washed during all hours of operation.
 - b. In addition, foodservice employees will check daily the quality of fruits and vegetables in cold storage.
6. **Corrective Action:**
 - a. Unwashed fruits and vegetables will be removed from service and washed immediately before being served.
 - b. Unlabeled fresh cut items will be labeled and dated.
7. **Verification and Record Keeping:**
 - a. The foodservice manager or other designated personnel will routinely complete the Food Safety Checklist to indicate that monitoring is being conducted as specified in this procedure. See TAB A to APPENDIX 25.

Cooking & Preparing Foods

Standard Operating Procedure

1. **Purpose:** To prevent foodborne illness by ensuring that all foods are cooked to the appropriate internal temperature and to prevent or reduce the risk of foodborne illness during preparation.
2. **Scope:** This procedure applies to foodservice employees who prepare or serve food.
3. **Key Words:** Cross-Contamination, Temperatures, Cooking
4. **Instructions:**
 - a. Fresh Start Food Service Manager will train foodservice employees who prepare or serve food on how to use a food thermometer and cook foods using this procedure.
 - b. Ensure all food stored or prepared in facility is from approved sources.
 - c. Food equipment, utensils, and food contact surfaces are properly washed, rinsed, and sanitized before every use.
 - d. Frozen food is thawed under refrigeration, cooked to proper temperature (165°F) from frozen state, or in cold running water.
 - e. Thawed food is not refrozen.
 - f. Food is tasted using the proper procedure.
 - g. Food is handled with suitable utensils, such as single use gloves or tongs.
 - h. Clean reusable towels are used only for sanitizing equipment and surfaces and not for drying hands, utensils, or floor.
 - i. The temperature of food is tested with a calibrated food thermometer. The internal temperature of food being cooked is monitored and documented.
5. **Monitoring:**
 - a. Use a clean, sanitized, and calibrated probe thermometer.
 - b. Take the internal temperatures from each batch of food by inserting the thermometer into the thickest part of the product (usually the center). Be sure that thermometer is inserted completely in product.
 - c. Record temperature of each food item on the Production Record or the Cooking - Reheating Temperature Log.
6. **Corrective Action:**
 - a. Continue cooking food until the internal temperature reaches the required temperature.
7. **Verification and Record Keeping:**
 - a. Foodservice employees will record product name, time, temperatures, and any corrective action taken on the Cooking - Reheating Temperature Log or in the appropriate space on the Food Production Record. See TAB G to APPENDIX 25.
 - b. Foodservice manager will verify that foodservice employees have taken the required cooking temperatures by visually monitoring foodservice employees and preparation

procedures during the shift and reviewing, initialing, and dating the temperature log or Production Record regularly.

- 1) The Cooking – Reheating Temperature Logs are kept on file for a minimum of 1 year.
- 2) Production Records are kept on file for 3 years plus the current year.

Cooking & Preparing Foods

Standard Operating Procedure

1. **Purpose:** To prevent foodborne illness by ensuring that all foods are cooked to the appropriate internal temperature and to prevent or reduce the risk of foodborne illness during preparation.
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 - a. Fresh Start Food Service Manager will train foodservice employees who prepare or serve food on how to use a food thermometer and cook foods using this procedure.
 - b. Ensure all food stored or prepared in facility is from approved sources.
 - c. Food equipment, utensils, and food contact surfaces are properly washed, rinsed, and sanitized before every use.
 - d. Frozen food is thawed under refrigeration, cooked to proper temperature (165°F) from frozen state, or in cold running water.
 - e. Thawed food is not refrozen.
 - f. Food is tasted using the proper procedure.
 - g. Food is handled with suitable utensils, such as single use gloves or tongs.
 - h. Clean reusable towels are used only for sanitizing equipment and surfaces and not for drying hands, utensils, or floor.
 - i. The temperature of food is tested with a calibrated food thermometer. The internal temperature of food being cooked is monitored and documented.
5. **Monitoring:**
 - a. Use a clean, sanitized, and calibrated probe thermometer.
 - b. Take the internal temperatures from each batch of food by inserting the thermometer into the thickest part of the product (usually the center). Be sure that thermometer is inserted completely in product.
 - c. Record temperature of each food item on the Production Record or the Cooking - Reheating Temperature Log.
6. **Corrective Action:**
 - a. Continue cooking food until the internal temperature reaches the required temperature.
7. **Verification and Record Keeping:**
 - a. Foodservice employees will record product name, time, temperatures, and any corrective action taken on the Cooking - Reheating Temperature Log or in the appropriate space on the Food Production Record. See TAB G to APPENDIX 25.
 - b. Foodservice manager will verify that foodservice employees have taken the required cooking temperatures by visually monitoring foodservice employees and preparation

procedures during the shift and reviewing, initialing, and dating the temperature log or Production Record regularly.

- 1) The Cooking – Reheating Temperature Logs are kept on file for a minimum of 1 year.
- 2) Production Records are kept on file for 3 years plus the current year.

Transportation of Foods to Locations

Standard Operating Procedure

1. **Purpose:** To ensure that food will be transported in a manner that maintains quality and safety.
2. **Scope:** Employees involved in the production or transportation of food from a central or regional kitchen to a satellite location.
3. **Key Words:** Quality, Food Safety, Temperatures
4. **Instructions:**
 - a. Train staff on using the procedures in this SOP.
 - b. Follow State or local health department requirements.
 - c. Use only food carriers for transporting approved food. Containers should be:
 - 1) Rigid and sectioned so that foods do not mix
 - 2) Tightly closed to retain the proper food temperature
 - 3) Nonporous to avoid leakage
 - 4) Easy-to-clean or disposable
 - 5) Approved to hold food
 - d. Calibrate thermometers each week or sooner, if dropped or inaccurate.
 - e. Use calibrated thermometers to take food temperatures.
 - f. Record temperature and time in **Service Temperature Log** with employee initials.
 - 1) Prior to transport, employees at central or regional kitchen should:
 - a) Ensure that all surfaces of the food carrier are clean
 - b) Wash, rinse, and sanitize the interior surfaces.
 - c) Check the internal temperatures of food using a calibrated thermometer before placing it into the food carrier. Refer to the *Holding Hot and Cold Potentially Hazardous Foods SOP* (APPENDIX 12) for the proper procedures to follow when taking holding temperatures
 - d) Hot foods should be at or above 135°F and cold food should be at or below 41°F.
 - e) Place a calibrated stem thermometer in the warmest part of the carrier if used for transporting cold food, or the coolest part of the carrier if used for transporting hot food. Refer to the *Using and Calibrating Thermometers SOP*.
 - f) Take temperature of food during loading. Record temperatures in log and initial the entry.
 - g) Place food containers in food carriers and transport the food in clean trucks, if applicable, to remote sites as quickly as possible.

2) Employees at Satellite Location:

- a) Follow *Receiving Deliveries SOP* when food arrives at remote site.
- b) Take and record food temperatures upon arrival at the satellite location. Employee should initial entry.
- c) Check the internal temperatures of food using a calibrated thermometer before placing it into the food carrier.
- d) Refer to the *Holding Hot and Cold Potentially Hazardous Foods SOP* (APPENIDX 12) for the proper procedures to follow when taking holding temperatures.
- e) Record and Discard leftover food.

5. **Monitoring:**

- a. Retrain any foodservice employee found not following the procedures in this SOP.
- b. Continue heating or chilling food carrier if the proper air temperature is not reached.
- c. Reheat food to 165 °F for 15 seconds if the internal temperature of hot food is less than 135 °F. Refer to the *Reheating Potentially Hazardous Foods SOP*.
- d. Cool food to 41 °F or below using a proper cooling procedure if the internal temperature of cold food is greater than 41 °F.
- e. Refer to the Cooling Potentially Hazardous Foods SOP for the proper procedures to follow when cooling food.
- f. Discard foods held in the danger zone for greater than 4 hours.
- g. The foodservice manager or other designated personnel will:
 - 1) Review logs to ensure the temperatures and corrective actions are being met.
 - 2) Follow up as necessary.
 - 3) File temperature logs in HACCP file.

6. **Verification and Record Keeping:**

- a. Before transporting food to remote sites, foodservice employees will record food carrier temperature, food product name, time, internal temperatures, and any corrective action taken on the Hot and Cold Holding Temperature Log.
- b. Upon receipt of food at remote sites, foodservice employees will record receiving temperatures and corrective action taken on the Receiving Log.
- c. The foodservice manager or designee at sites will verify that foodservice employees are following this SOP by visually observing employees and reviewing and initialing the Hot and Cold Holding Temperature Log daily.
- d. The foodservice manager or designee at the remote site(s) will verify that foodservice employees are receiving foods at the proper temperature and following the proper receiving procedures by visually observing receiving practices during the shift and reviewing and initialing the Receiving Log daily.

- e. The foodservice manager or designee will complete the Food Safety Checklist daily.
- f. All logs and Food Safety Checklists are to be kept on file for a minimum of 1 year.

Holding Hot and Cold Potentially Hazardous Foods

Standard Operating Procedure

1. **Purpose:** To prevent foodborne illness by ensuring that all potentially hazardous foods are held under the proper temperature.
2. **Scope:** This procedure applies to foodservice employees who prepare or serve food.
3. **Key Words:** Cross-Contamination, Temperatures, Holding, Hot Holding, Cold Holding, Storage
4. **Instructions:**
 - a. Fresh Start Food Service Management staff will train foodservice employees who prepare or serve food about proper hot and cold holding procedures. Included in the training is a discussion of the temperature danger zone.
 - b. State or local health department requirements regarding required hot and cold holding temperatures will be followed. If State or local health department requirements are based on the *2005 FDA Food Code*:
 - 1) Hold hot foods at 135 °F or above after initial heating to 165°F; and
 - 2) Hold cold foods at 41 °F or below.
 - c. Use heating blankets supplied by Fresh Start Healthy Meals to keep hot food hot and cold food cold before service.
5. **Monitoring:**
 - a. Use a clean, sanitized, and calibrated probe thermometer, available through Fresh Start Healthy Meals Customer Service to measure the temperature of the food.
 - b. Take temperatures of foods by inserting the thermometer near the surface of the product, at the thickest part, and at other various locations.
 - c. For hot foods held for service:
 - 1) All hot potentially hazardous foods should be 135 °F or above before placing the food out for display or service.
 - d. For cold foods held for service:
 - 1) Chill foods, if applicable.
 - 2) All cold potentially hazardous foods should be between 32 °F and 41 °F before placing the food out for display or service.
 - 3) Take the internal temperature of the food before placing it onto any cold serving line and at least every 2 hours thereafter.
 - e. For cold foods in storage:
 - 1) Take the internal temperature of the food before placing it into any walk-in cooler or reach-in cold holding unit.
 - 2) Chill food if the food is not 41 °F or below.
6. **Corrective Action:**
 - a. For hot foods:

- 1) Reheat the food to 165 °F for 15 seconds if the temperature is found to be below 135 °F and the last temperature measurement was 135 °F or higher and taken within the last 2 hours.
 - 2) Discard the food if it cannot be determined how long the food temperature was below 135 °F.
- b. For cold foods:
- 1) Rapidly chill the food using an appropriate cooling method if the temperature is found to be above 41 °F and the last temperature measurement was 41 °F or below and taken within the last 2 hours:
 - a) Place food in shallow containers (no more than 4 inches deep) and uncovered on the top shelf in the back of the walk-in or reach-in cooler.
 - 2) Discard the food if it cannot be determined how long the food temperature was above 41 °F.

7. Verification and Record Keeping:

- a. If food is to be held before service, foodservice employees will record temperatures of food items and document corrective actions taken on the Hot and Cold Holding Temperature Log.
- b. A designated foodservice employee will record air temperatures of coolers and cold holding units on the Refrigeration Logs.
- c. Foodservice manager or other designated personnel will verify that foodservice employees have taken the required holding temperatures by visually monitoring foodservice employees during the shift and reviewing the temperature logs regularly.
- d. Maintain the temperature logs for a minimum of 1 year.

Serving Food

Standard Operating Procedure

1. **Purpose:** To prevent foodborne illness by ensuring that all foods are served in a sanitary manner.
2. **Scope:** This procedure applies to foodservice employees who serve food.
3. **Key Words:** Cross-Contamination, Service
4. **Instructions:**
 - a. Train foodservice employees on using the procedures in this SOP. Refer to the Personal Hygiene SOP.
 - b. Follow State or local health department requirements.
 - c. Follow the employee health policy, if applicable. (Employee health policy is not included in this resource.)
 - d. Wash hands before putting on gloves, each time the gloves are changed, when changing tasks, and before serving food with utensils. Refer to the *Washing Hands SOP*.
 - e. Serve food on clean surface with clean and sanitized utensils and containers.
 - f. Avoid touching ready-to-eat foods with bare hands. Refer to the *Using Suitable Utensils when Handling Ready-To-Eat Foods SOP*.
 - g. Handle food containers by the edge or bottom and utensils by the handles.
 - h. Store utensils with the handles up or by other means to prevent contamination.
 - i. Hold potentially hazardous food at the proper temperature. Refer to the Holding Hot and Cold Potentially Hazardous Foods SOP.
 - j. Wipe up spills and serving surfaces between serving lines.
 - k. Count and record leftovers on the Meal Production Record. Discard cooked leftovers and other foods left in the temperature Danger Zone (41° - 135°) for longer than 4 hours.
5. **Monitoring:**
 - a. A designated foodservice employee will visually observe that food is being served in a manner that prevents contamination during all hours of service.
6. **Corrective Action:**
 - a. Retrain any foodservice employee found not following the procedures in this SOP.
 - b. Replace improperly handled trays, utensils or food containers.
 - c. Discard ready-to-eat food that has been touched with bare hands.
 - d. Follow the corrective actions identified in the *Washing Hands SOP*; *Using Suitable Utensils When Handling Ready-To-Eat Foods*; and *Holding Hot and Cold Potentially Hazardous Foods SOP*.

7. Verification and Record Keeping:

- a. The foodservice manager or other designated person will periodically check the storage and use of utensils during service and will monitor procedures during serving.
- b. If food is to be held before service, foodservice employees will record temperatures of food items and document corrective actions taken on the Hot and Cold Holding Temperature Log.

Administrative Reviews & Corrective Action Response

We understand that these reviews can at times be stressful, so in addition to assisting with requested paperwork and preparation, your assigned School Ambassador will attend all Administrative Review site visits to provide additional support and make themselves available to answer any questions the reviewer has if needed.

In the event of an Administrative Review, Fresh Start will provide all the support necessary and required documents to ensure that the review is successful. This includes:

- Daily menus for the month of review for the selected sites
- Menu production records, recipes, Nutrition Facts labels and documentation of the contribution to the meal pattern for all meals served for the week during the review period for all selected sites
- Dietary Specifications Assessment Tool for sites selected for targeted menu review
- Any additional documentation that the auditor may request regarding the Meal Programs

Our Nutrition Department has processed numerous audits and Six Cent Certification packets for schools. Fresh Start has submitted all our menus, recipes, nutritional CN Labels, etc. for these audits and they have all been approved.

The most common corrective actions come from human error which requires retraining and re-inspection to correct. For example, a server forgetting to review her transportation record to see which serving spoon is needed for a particular item and under or over-serving as a result. Another example being a broken latch that was missed upon inspection leading to hot air escaping from the cambro and causing meal temperatures to drop and resulting in meals being below serving temperature.

We hold multiple trainings at our facility and provide on-site training regularly when conducting site visits to limit the likelihood of such things and work hard to make sure that when issues do arise, we are quick with our response. That can include replacing equipment, adjusting schedules, assigning personnel to supervise certain accounts or steps in production process and creating new protocols to include in our HACCP and SOP for the future.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2021

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC-CL, Lic # 0G11911, 21700 Oxnard Street, Suite 1200, Woodland Hills, CA 91367. CONTACT NAME: Dolores Gonzalez, PHONE: 818 251-3071, FAX: (A/C, No):, E-MAIL ADDRESS: Doloers.Gonzalez@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Pacific Employers Insurance Co (NAIC # 22748), INSURER B: ACE Property & Casualty Insurance Co (NAIC # 20699).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Inglewood, SBWIB, Inc., its Employees, Officers and Agents and the County of Los Angeles, its Special Districts, Officers and Employees are included as additional insured. Attached Additional insured endorsement CG 20 26 & CG 20 20 Additional Insured Endorsements Loc# 1 - 13294 Ralston Avenue; Sylmar, CA Building # 1 Office & Industrial Bakery/Food Production Warehouse

CERTIFICATE HOLDER 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 Gary D. Patterson



THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

PUBLIC HEALTH LICENSE
FY 2021/2022
Valid Until 6/30/2022

PR Number: PR0241280
Program ID: FRESH START HEALTHY MEALS, INC
Description: FOOD PROCESSING WHOLESALE (6,000 + SQ. FT.)

Facility Owner - Mail Address
FRESH START HEALTHY MEALS, INC
5762 VALERIE AVE
SYLMAR, CA 91342

Facility Location
FRESH START HEALTHY MEALS,
INC
13294 RALSTON AVE
SYLMAR, CA 91342

WFA



Buy American Policy

PROPRIETARY INFORMATION



Fresh Start Healthy Meals

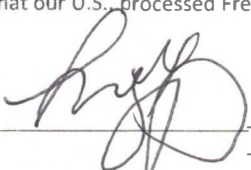
13294 Ralston Ave, Sylmar, CA 91342

The Richard B. Russell National School Lunch Act provides in Section 12(n) the Buy American Provision which requires that school food authorities (SFAs) operating school meals programs purchase domestically produced (grown) and process foods, to the maximum extent practicable. The Buy American provision was codified in the National School Lunch Program regulations at 7CFR 210.21(d). A “domestic commodity or product” is defined in the Federal regulations as:

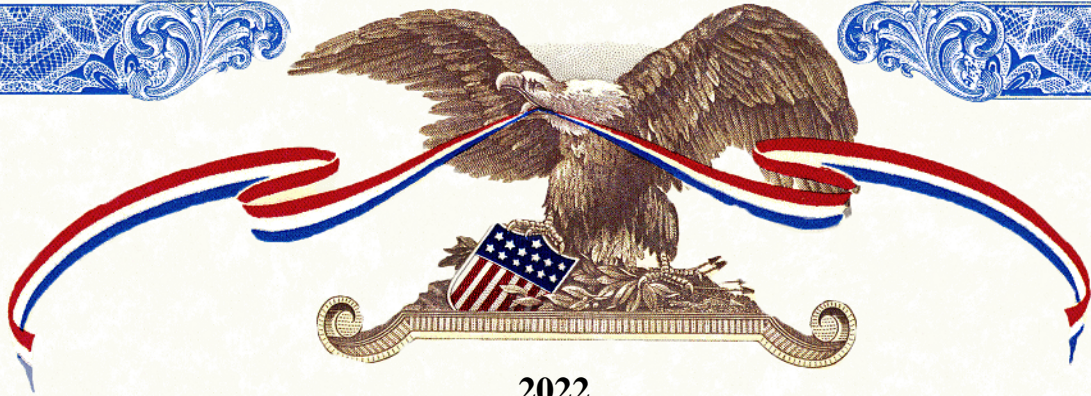
- (i) An agricultural commodity that is produced in the United States (U.S.); **and**
- (ii) A food product that is processed in the U.S., substantially using agricultural commodities that are produced in the U.S., 7 CFR 210.21(d).

Product Certification

We certify that our U.S. processed Fresh Start Healthy Meals have at least 95% U.S. content


 Signature _____ Purchasing Director
 Title

Mayra Perez 04/20/2022 (818) 797-5881
 Printed Name Date Phone Number



2022

CERTIFICATE OF REGISTRATION

This certifies that:


Fresh Start Healthy School Meals, Inc.
13294 Ralston Ave.
Sylmar, CA 91342
United States

is registered with the U.S. Food and Drug Administration pursuant to the Federal Food Drug and Cosmetic Act, as amended by the Bioterrorism Act of 2002 and the FDA Food Safety Modernization Act, such registration having been verified as currently effective on the date hereof by Registrar Corp:

U.S. FDA Registration No.: **19829765260**
U.S. Registration Agent: **Registrar Corp**
144 Research Drive, Hampton, Virginia, 23666, USA
Telephone: +1-757-224-0177 • Fax: +1-757-224-0179

This certificate affirms that the above stated facility is registered with the U.S. Food and Drug Administration pursuant to the Federal Food Drug and Cosmetic Act, as amended by the Bioterrorism Act of 2002 and the FDA Food Safety Modernization Act, such registration having been verified as effective by Registrar Corp as of the date hereof, and Registrar Corp will confirm that such registration remains effective upon request and presentation of this certificate until December 31, 2022, unless such registration has been terminated after issuance of this certificate. Registrar Corp makes no other representations or warranties, nor does this certificate make any representations or warranties to any person or entity other than the named certificate holder, for whose sole benefit it is issued. Registrar Corp assumes no liability to any person or entity in connection with the foregoing. The U.S. Food and Drug Administration does not issue a certificate of registration, nor does the U.S. Food and Drug Administration recognize a certificate of registration. Registrar Corp is not affiliated with the U.S. Food and Drug Administration.


Registrar Corp
144 Research Drive, Hampton, Virginia, 23666, USA
Telephone: +1-757-224-0177 • Fax: +1-757-224-0179
info@registrarcorp.com • www.registrarcorp.com


David Lennarz
Executive Director
Registrar Corp
Dated: March 11, 2022
© Copyright 2003-2020 Registrar Corp



RIVERSIDE COUNTY OFFICE OF EDUCATION
FOUNDATION

CERTIFICATE OF APPRECIATION

Thank you for your generous support of our Student Scholarship program, which provides opportunities for success in learning and in life for students in Riverside County. Your valued contribution in the **Bronze Level Golf Tournament** program made this a successful year for the RCOE Foundation Student Scholarship program.

Fresh Start Healthy Meals

DECEMBER 2020

Edwin Gomez

Edwin Gomez, Ed.D
Riverside County Superintendent of Schools

Diana Kot

Diana Kot
Riverside County Office of Education
Foundation Chair



City of Compton

Appreciation Proclamation

Presented to

Fresh Start Healthy School Meals

*Thank you for your contribution to the
City of Compton.*

*We commend you for your outstanding food,
, Neighborly generosity, and
Commitment to our community,
To make our city the unique place that it is.*

*At the request of Councilman Galvan,
On behalf of the 100,000 Citizen
Of the great City of Compton,
A host of family and friends.*

*We congratulate, honor and pray that God continues to
Richly bless you with peace, prosperity, and Success!*

Resolved this 10th day of June, 2021

Jose Galvan
Council Member – District 2

Michelle Chambers
Council Member – District 1

Tana McCoy
Council Member – District 3

Emma Sharif
Council Member – District 4



Aja Brown
Mayor

Assembly

CERTIFICATE OF RECOGNITION

*Fresh Start Healthy
Meals, Inc*

For your unwavering dedication to providing healthy and delicious meals to schools in the San Fernando Valley! Your commitment to children and families in the 39th Assembly District is truly admirable. It is an honor to represent you in the CA State Legislature. I wish you continued success in all future endeavors!



Presented Friday September 17, 2021

A handwritten signature in black ink, reading "Luz Rivas".

Luz Rivas
*Member of the Assembly
39th Assembly District*



Certificate of Recognition
is hereby presented to

Fresh Start

On behalf of the City of Los Angeles and the Seventh Council District, I extend this certificate of recognition for your work. The program helps bring fresh, healthy food options to the youth in the community. Your dedication to the students is admirable. I extend my best wishes and success in all your future endeavors.

September 17, 2021



Monica Rodriguez

MONICA RODRIGUEZ
Councilmember 7th District

U.S. HOUSE OF REPRESENTATIVES



Certificate of Special Congressional Recognition

is hereby presented to

Fresh Start Healthy Meals

*As the Representative of the 29th Congressional District,
I am delighted to extend my sincerest congratulations
on the occasion of your Ribbon Cutting.*

*Your hard work and dedication to providing
nutrition to the students of the San Fernando Valley
is truly commendable.*

*May you continue making lasting contributions to the
surrounding communities for many years to come.*

Best wishes for success and growth!

September 17, 2021

Tony Cárdenas

TONY CÁRDENAS
MEMBER OF CONGRESS





"Enriching Lives"

County of Los Angeles



Fresh Start Healthy Meals Inc.

GRAND OPENING AND RIBBON CUTTING

*With sincere
congratulations and best wishes
the Board of Supervisors
of the County of Los Angeles does
hereby join in your
celebration.*

SEPTEMBER 17, 2021



Sheila Kuehl

SHEILA KUEHL
Supervisor, Third District

**Thank you
for your
consideration
in the El
Camino Real
Alliance bid
process!**




(818) 797-5881

www.fshealthymeals.com



A Foodservice Proposal for El Camino Real Charter High School





Section 1 – Administrative Requirements

A. Cover Letter



Serving Up Happy & Healthy

Food is a big part of everyone’s well-being, and students need a place to eat where they can connect with others, recharge and enjoy a sense of happiness in their school. That’s why we serve food kids love to eat and create programs that encourage fun and discovery. Most importantly, we believe that happy cafeterias start with our people so we empower them to go above and beyond to bring their personal “extra” for even more creativity and joy at mealtime. **Our goal every day is to make sure that students leave the cafeteria happier and healthier than when they came in.**

April 29, 2022

Gregory Wood
Chief Business Officer
El Camino Real Charter High School
5440 Valley Circle Blvd.
Woodland Hills, CA 91367

Proposal - Foodservice Management Company 2022-001

Dear Greg and School Nutrition Program Committee Members:

Name of Proposing Company: Chartwells School Dining Services

Organizational Structure: Corporation

Federal Employee Identification Number: 56-1874931

Primary Liaison:

Rafael Negroe, District Manager
332 S. Fairvale Ave.
Azusa, CA 91702
Phone: 626-627-3186
Email: rafael.negroe@compass-usa.com

Authorized Contract Respondent:

Belinda Oakley, CEO
1301 W. 22nd St., Suite 710
Oak Brook, IL 60523
Phone: 630-993-7532
Email: belinda.oakley@compass-usa.com

Chartwells has the willingness, ability and resources to perform the services described in this RFP and those specifically required in the scope of work, including availability of staff and other required resources, to meet all deliverables as described in this RFP.

This proposal, designed specifically for El Camino Real Charter High School, contains portions that are confidential and proprietary to Compass Group USA Inc. These portions of the proposal have been clearly marked. Except with prior written approval by Compass Group, dissemination to others outside of your organization is not allowed.

It has been a special privilege to be your current partner. Chartwells has enjoyed a rewarding partnership with El Camino Real Charter High School. The environment of mutual trust and integrity, your willingness to be open to new ideas and your desire to challenge us to be better at what we do has made Chartwells a much better organization today. That is a true partnership - one we are proud to be a part of with the school and the community you serve.

We understand that during the required RFP process, others may offer promises to you, but with Chartwells, you know you have a partner committed to you, your school and community. We value the relationships we have developed with the students, staff and administrators. We know you, we know your school, we know the culture, and we share your vision for how this program can continue to evolve.

Our proposal to you is built around our unique knowledge of the school, providing a nutrition services program featuring healthy, nutritious food with innovative marketing techniques and a commitment to operational excellence while being fiscally sound to support your mission. We will continue to bring the highest quality of people, food, service and innovation to El Camino Real Charter High School for as long as we have the privilege of serving you.

You will see in this proposal that we have presented you with a vision for the future. We are the company that can partner with you to bring this vision to fruition. Your vision is our vision, and with that end in mind, we respectfully ask that you retain Chartwells as your foodservice partner.

By signing this cover letter, 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,



Belinda Oakley
CEO

Ashley Hartle
West Division Vice
President

Paul Tapia
Pacific Region Vice
President

Rafael Negroe
District Manager





B. Table of Contents



Serving Up Happy & Healthy

Contents

1 Section 1 - Administrative Requirements	67 E. Proposal Questionnaire
3 A. Cover Letter	85 F. Respondent References
5 B. Table of Contents	93 G. Authorization Agreement
11 Executive Summary	97 H. Fee Proposal
33 Section 2 - Required Attachments	103 I. Certifications
35 A. Attachment Checklist	113 J. Certificate of Independent Price Determination
39 B. Mandatory Tour	117 K. 21–Day Cycle Menu
43 C. Minimum Qualifications	179 L. Respondent Taste Test Criteria
47 D. FSMC Professional Standards	183 Exhibit 1: Model-Fixed-Price Contract
	215 Addenda

This proposal, designed specifically for El Camino Real Charter High School, is confidential and proprietary to Compass Group USA Inc. (Compass). Any unauthorized dissemination to others outside your organization would irreparably harm Compass and entitle Compass to judicial equitable relief, including injunction and specific performance. This proposal is valid for 90 days after its presentation and/or delivery to you.

In keeping with Chartwells' sustainability efforts and green initiative, your proposal is printed double-sided on recycled paper.



Proposal Criteria

We know how important this decision is to you because you care about your students, their education and the nourishment they receive.

We also know that caring for those students means you have much more on your plate than just the evaluation of our proposal. To make it as easy as possible for you to assess our vision for the future of our partnership, please find below a pull-out reference card to help guide you as you review our response to your award criteria.

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Evaluation Criteria	Topics & Programs	Proposal Section
<p>Cost</p> <p>35 Points</p>	<ul style="list-style-type: none"> • A responsible fixed cost per meal rate of \$2.48 for breakfast meals served. • A responsible fixed cost per meal rate of \$4.057 for lunch meals served. • A responsible fixed cost per meal rate of \$4.057 for equivalent meals served. • Immediate investment of \$ 20,000 at Chartwells' expense for a complete signage upgrade • An attractive proposed foodservice program return of \$188,710 • Commitment to the best value for our partners 	<p>Pages 20, 97-102</p>
<p>Administrative Requirements</p> <p>5 Points</p>	<ul style="list-style-type: none"> • Chartwells has included all required information in accordance with the general instructions and proposal requirements 	<p>Page 3</p>
<p>Experience with School Breakfast and National School Lunch Programs</p> <p>20 Points</p>	<ul style="list-style-type: none"> • Chartwells has been feeding kids in California since 1974 and under the Chartwells name for the past 20 years • Chartwells serves more than 2 million K-12 meals each day • Over 675 district partners nationwide, including smaller district partners with fewer than 1,000 students and larger districts like Duval County Public Schools in Florida with over 130,000 students • Employ over 16,000 K-12 associates • We know California, the culture and climate • Experience serving California kids in any and all environments • Procured over \$10.4 million in grants for our K-12 partners last school year 	<p>Pages 19, 45 and 117-177</p>


Evaluation Criteria	Topics & Programs	Proposal Section
<p>Proposal Questionnaire Responses and the Cover Letter</p> <p>5 Points</p>	<ul style="list-style-type: none"> • Cover letter has all required information requested in RFP • All questions from the Proposal Questionnaire have been responded to within the page limit given in the RFP 	<p>Pages 3, 67-83</p>
<p>Financial Condition/ Stability</p> <p>5 Points</p>	<ul style="list-style-type: none"> • Compass Group PLC is \$24.8 billion strong and the world leader in hospitality services • Three years of financial statements provided to demonstrate long-term stability • Long-term commitment to partnership, transparency and success 	<p>Pages 31, 78-79</p>
<p>Corporate Capability</p> <p>5 Points</p>	<ul style="list-style-type: none"> • Over 40 years of experience in California • Parent company, Compass Group, is headquartered in Charlotte, North Carolina • Experienced on-site leadership team and regional corporate resources • A comprehensive strategic plan • A customized foodservice solution • A food-first, culinary culture • Menus customized locally • Recognized by Food Management as one of the Top 50 Foodservice Management Companies • Experienced on-site leadership team and regional corporate resources • The largest and most innovative network of chefs and culinary experts, we have a culinary culture • The largest team of registered dietitians in the K-12 industry • Award-winning commitment to serving local foods • Industry-leading quality assurance and food safety standards 	<p>Pages 14, 87 and 72-73</p>
<p>Taste Test, Food Quality and Appeal (attachment L)</p> <p>25 Points</p>	<ul style="list-style-type: none"> • Attended and presented at the taste test event on April 19 	<p>Pages 179-181</p>





Executive Summary

Serving Up Happy & Healthy for El Camino Real Charter High School Students



Food is a big part of everyone's well-being, and students need a place to eat where they can connect with others, recharge and enjoy a sense of happiness in their school. That's why we serve food **El Camino Real Charter High School** students love to eat and create programs that encourage fun and discovery. Most importantly, we believe that happy cafeterias start with our people so we empower them to go above and beyond to bring their personal "extra" for even more creativity and joy at mealtime. **Our goal every day is to make sure that El Camino Real Charter High School students leave the cafeteria happier and healthier than when they came in.**

This is our mission and it guides everything we do. You'll see it throughout the proposal as a reminder of our commitment to El Camino Real Charter High School and to our shared values.

El Camino Real Charter High School & Chartwells

Serving Up Happy & Healthy

You want the very best for your students, and we're here to help you provide the nourishment they need to succeed in the classroom and beyond. You can trust Chartwells to continue to provide nutritious, kid-approved food, innovative programs and responsible fiscal stewardship. We're dedicated to serving up happy and healthy to every El Camino Real Charter High School student, every day.

Your cafeterias should be inviting spaces that students look forward to visiting. With Chartwells, they are served food they love in a relaxing environment where they can recharge with friends. We inspire them to develop lifelong healthy habits through nutrition education, introducing them to new flavors in fun, engaging ways. All of this is possible because our associates are empowered to bring their unique perspectives and personalities to the cafeteria and are always provided the tools they need to succeed.

It is our honor to serve the students of El Camino Real Charter High School as your partner, helping you reach your goals through a customized program designed specifically to meet your needs.

A True Partnership

For the past six years, Chartwells has been committed to El Camino Real Charter High School. We are proud of our collaborative efforts to build a dining program that reflects and supports the evolution of the district and, most importantly, the needs of the almost 3,700 students we serve each day.

One healthy meal can improve a child's day. The more than 310,000 meals served in El Camino Real Charter High School each year can improve an entire community.

Through our partnership, we hope El Camino Real Charter High School has come to know that partnering with Chartwells means partnering with a strong local team led by Director of Dining Services Chef Eduardo Rojas and District Manager Rafael Negroe. Not only do Chef Eduardo, Rafael and the on-site team have the passion, experience, stability and insight to drive innovation, they also are backed by our West Region leadership support team, our national network of chefs, dietitians and operations experts, as well as our parent company, Compass Group. We use the vast array of resources this brings to continue to bring your vision and mission to life every single day.

The El Camino Real Charter High School mission serves as the foundation for the success of our partnership.

To prepare our diverse student body for the next phase of their educational, professional, and personal journey through a rigorous, customized academic program that inspires the development of students' unique talents and skills, builds character, and provides opportunities for civic engagement and real-world experiences.

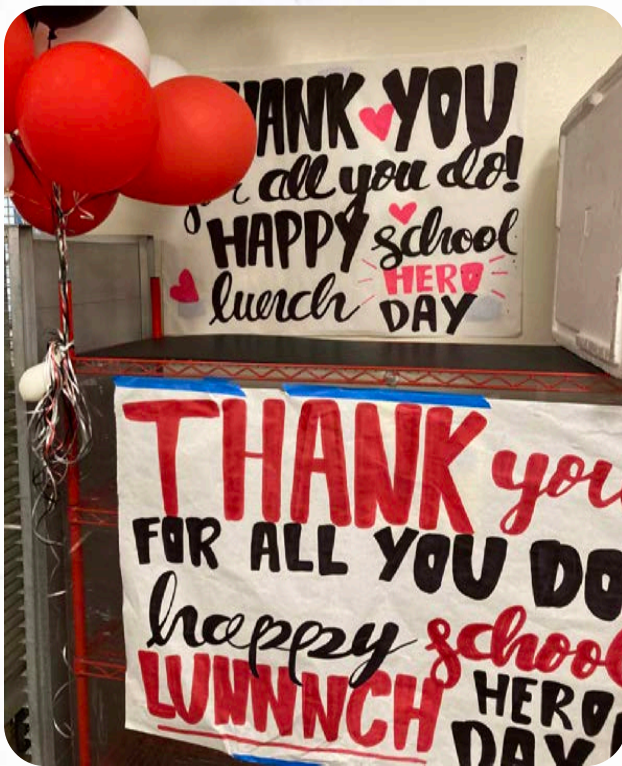


Corporate Capability and Experience

We Are Team El Camino Real Charter High School

Over the course of our six-year partnership, we have demonstrated our ability to consistently deliver results while understanding and appreciating the unique needs and expectations of El Camino Real Charter High School. Never content with the status quo and always inspired by our shared mission, we will continue to bring new and creative programs and innovations to El Camino Real Charter High School. Unlike any other company, our clear understanding of your culture, school objectives and strategic plan enables us to continue our partnership seamlessly. It is with this unmatched knowledge, experience and insight that we have developed this proposal. We have your specific needs and goals in mind every step of the way.

All of our solutions have been selected with the explicit intent to further align with your mission, provide food kids love to eat, offer fun and engaging programs and create inviting environments.



Local Dedicated Leadership

Chef Eduardo Rojas has rightfully established high expectations, and we have built a strong foundation of support for him to meet and exceed those expectations, while serving up happy and healthy to El Camino Real Charter High School students every day. Your desire to provide a safe and innovative environment for students is supported by our ambition to create impactful programs and deliver experiences that resonate.

We are more than a business partner - we are part of the El Camino Real Charter High School family. Our team members have professional and personal interests in your success, and they are proud to be your neighbors. They are residents with family who work and live in the community, and they know your students. We are all truly committed to El Camino Real Charter High School.

For more information on our Corporate Capability and Experience, see pages 72-73 and 87.

El Camino Real Charter High School Chartwells Team



Eduardo Rojas • Director of Dining Services

Eddie has over 30 years of management experience in foodservice from corporate dining to K-12. With his culinary background, he has owned his own restaurant where he was the chef and general manager. Chef Eddie earned his degree in electrical engineering at Cal State Long Beach and has been in foodservice management since 1989. He has expertise with turning units around and great leadership skills throughout a variety of environments. Eddie currently resides in Burbank where he has lived since 1988. In his free time he enjoys running, testing new recipes, hiking, watching movies and barbecuing with his wife and sons.



Rafael Negroe • District Manager

Rafael has more than 20 years of experience in contract management and leading a diverse portfolio. He has a passion for exceptional customer service, operational excellence and inclusivity. Rafael has a culinary background and worked as an executive chef in the healthcare and hospitality industries. He holds certifications in foodservice, environmental services and project management and earned his Bachelor of Science in business administration at the University of Phoenix.

Rafael has been a district manager since 2014, demonstrating strong expertise and leadership in a variety of environments. Rafael has lived in the Los Angeles metropolitan area since 1988 and enjoys hiking with his wife and children. He spends his free time reading novels and books on self-improvement.



**Chartwells' West
Regional Support Team**



**Ashley Hartle • Division
Vice President**



**Paul Tapia • Pacific
Region Vice President**



**Betsy Myers •
Regional Dietitian**



**Brent Hoover • Regional
Financial Analyst**



**Bruce Oravetz • Regional
Executive Chef**



**Leah Winchell • Director
of Field Marketing**



**Chris Maggard • Client
Relations Manager**

Food First: Our Culinary Culture

Student-Approved Menus!

Menus are the foundation of the El Camino Real Charter High School foodservice program. Each city in California has its favorite local foods, and every district and school has different goals and objectives. With all these variations, it's clear a one-size-fits-all approach to menu planning won't meet El Camino Real Charter High School's needs.

That's why we approach menus regionally and customize locally. Menus are developed, adjusted and fine-tuned locally based on student tastes, demographics and the particular culture of the El Camino Real Charter High School cafeterias.

El Camino Real Charter High School food items are selected based on:

- Optimizing the use of USDA foods
- Incorporating fresh, local fruits and vegetables
- Complying with local wellness policies
- Responding to El Camino Real Charter High School student tastes and preferences, thus increasing participation
- Implementing the latest food trends



We listen, and we respond!



“Food is at the forefront of everything we do, and our recipe is simple: Wholesome ingredients, innovative menus and engaged associates create a great experience!”

– Chef Peter Gilhooly, VP of Culinary



We're El Camino Real Charter High School's Procurement Advocate

El Camino Real Charter High School's unique specifications are our first priority when purchasing food for your program. Together, we will analyze culinary trends, nutritional goals, operating habits and customer requirements, then Foodbuy will source from the world's premier suppliers to meet your specific needs.

Quality and Variety of Food Procurement

Your partnership with Chartwells provides best-in-class purchasing power through Foodbuy, our group purchasing organization and subsidiary of Compass Group. Foodbuy is the largest foodservice procurement organization in North America, and its partnerships with manufacturers, suppliers and distributors allow us to provide the highest-quality ingredients and goods at the best possible price for our partners. We further drive down cost through volume and expert commodity usage.

Foodbuy offers the stability and purchasing power of a large corporation without sacrificing individualized care and attention. Your unique specifications are our first priority when purchasing food for your program. Together, we will analyze culinary trends, nutritional goals, operating habits and customer requirements, then Foodbuy will source from the world's premier suppliers to meet your specific needs.

High-quality products at a lower cost is only part of our pledge. We're dedicated to responsible sourcing, from purchasing produce from local farmers to following the guidelines of Monterey Bay Aquarium's Seafood Watch program. We'll work to reduce food waste and initiate food recovery, while school gardens and farmers markets put the focus on fresh, delicious and local produce.

With more than 675 school district partnerships, we have the experience and resources to create a custom program specifically designed with your students, goals and school community in mind.

Years of Experience of Working with Child Nutrition Programs

About Compass Group & Chartwells

Chartwells proudly serves more than 2 million meals a day to K-12 students from coast to coast in an effort to create a happier and healthier generation. We are committed to students, faculty and administrators, and we are passionate about improving the well-being of the families and communities we serve.

Partnering with us means partnering with an experienced local and regional team with the stability, innovation and resources of the K-12 industry leader. Every day, we help drive participation, promote healthy lifestyles, engage your community and foster joy – one meal at a time.

We provide a happier and healthier future for your students through:

- The largest and most innovative network of chefs and culinary experts.
- The largest team of registered dietitians in the K-12 industry.
- Experienced, professional K-12 foodservice management.
- Best-in-class associate training and professional development.
- Engaging marketing and promotional programs for all grade levels.



National Experience

We're proud to have some of the longest-running school district partnerships in the industry. Chartwells has 363 district partnerships that have lasted more than a decade, and we've established 203 new partnerships in the past five years. When you speak with our district partners, you'll hear that we consistently provide dependable and excellent service through customized programs that align with the needs of their schools and the desires of their students, delivering on our commitment to serve up happy and healthy. No matter the length of our partnerships, we're focused on meeting – and exceeding – expectations every day by caring for students and associates.

Our Experience with El Camino Real Charter High School

- Six years of partnership with El Camino Real Charter High School
- 30 collective years of foodservice experience of El Camino Real Charter High School's on-site staff
- Over 30 years of doing business in California
- 13 school districts in California

For more information on our Experience with School Breakfast and National School Lunch Programs, see pages 45 and 117-177.

Cost

Our strong partnership with El Camino Real Charter High School has been a journey to excellence. We are proud to have successfully worked together to create a foodservice program that has evolved over the years based on the unique needs of the school. This foundation will continue to evolve as we grow the program together. Chartwells is the only company able to provide a proven price proposal you can trust and depend on for your foodservice program.

Our pricing strategies and proprietary operational processes have been molded to align with our true understanding of the El Camino Real Charter High School foodservice program. Our national experience working with more than 675 school district partners gives you the security, efficiency and experience demonstrated by our history of great financial results. Our financial solution, as detailed in the Cost/Financial section of our proposal, is a balanced distribution of quality, service and price.

Partnership Commitment

Choosing to renew your partnership with Chartwells affords El Camino Real Charter High School a number of benefits that could not be offered by another provider:

- A competitive but responsible price to the school that ensures no reduction in service and quality
- A food cost that ensures we continue to meet quality and variety expectations
- Retention of your dedicated and experienced Director of Dining Services Chef Eduardo Rojas and District Manager Rafael Negroe
- An attractive projected return of \$188,710
- Competitive wages and benefits that attract and keep quality frontline staff
- Appropriate benefit packages that enrich the lives of our frontline staff
- An unmatched California network of support experts and resources, including marketing and communications, culinary, nutrition and wellness, regulatory, human resources, procurement, client relations, safety and operations

For our full financial offer, see pages 97-102 of our proposal.

The entire Chartwells team is poised and ready to build on the foundation of our solid, collaborative partnership.





Promotion of Child Nutrition Programs

Chartwells is proud to play a vital role in the El Camino Real Charter High School business model, and we are pleased to present our encompassing financial strategy, including the required submittals outlined in the RFP, to support a vibrant and innovative student dining experience.

We combine a competitive financial proposal with our continued commitment to fund best-in-class programs that guarantee an increase in student participation across the entire school. We constructed our financial package using the information provided in the RFP and our unique knowledge of your expectations to enable continuous quality improvement.

We understand better than anyone else what it takes to deliver quality, local and fresh meals to every student, every day at El Camino Real Charter High School. We take our responsibility to honor and protect the integrity of your reputation seriously and have not compromised your student experience or financial stability in pursuit of the lowest price.

Preparing Lifelong Learners

Our mission supports your mission. We want every student to leave the cafeteria happier and healthier than when they arrived. That means they enter the classroom nourished, focused and ready to learn so you can prepare them for their futures as productive, responsible and participating members of society. We also ensure they cultivate lifelong healthy habits through memorable nutrition education experiences.

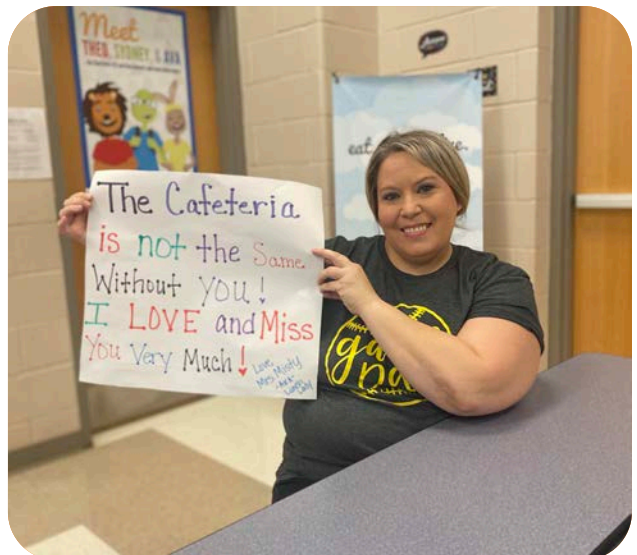
As your partner, we bring our expertise in nutrition to the table so you can focus on your core mission of educating a generation. We serve over 2 million meals a day to more than 675 school districts across the country, but that doesn't mean we've stopped learning. Over the last six years, we've learned what El Camino Real Charter HS needs and we'll continue to listen and grow as we take your foodservice program to the next level together.

Like your students, we are resilient problem solvers, equipped and excited to create and contribute to a successful future for your school, your students and your community.

COVID-19 Response: A Prepared Partner

Although you can't plan for a crisis, you can plan how you will react to one. Our standard emergency preparedness planning and the resources of our parent company, Compass Group, meant we were uniquely positioned to redirect our efforts and continue serving your students throughout the pandemic. We instituted pickup and delivery options to get the families of El Camino Real Charter HS the meals they needed.

We'll continue to help you navigate the evolving regulatory landscape, protect our valued associates and ensure we maintain the safest environment for your students. Our commitment to feeding students healthy, delicious meals doesn't waver during a crisis and you can rely on Chartwells to rise to any challenge with ingenuity and positivity.

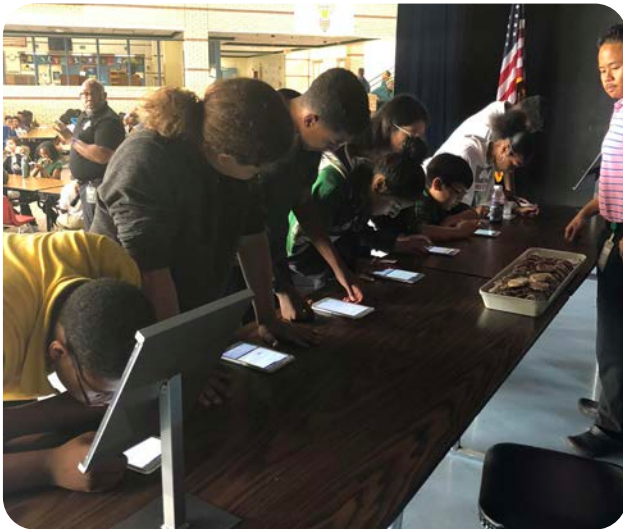


Increasing Participation – Serving Up Happy & Healthy

No one has more innovative programs to drive participation than Chartwells and we will enjoy great success bringing them to El Camino Real Charter HS. Our signature Discovery Kitchen and Student Choice programs bring fun and interactive engagement to your students. Look out for these student driven programs in the near future!

Student Choice

Fun tasting and voting events amplify the student voice and demonstrate our commitment to serving food they love. Our culinary concepts go head-to-head to see which one will make it on to the menu. We will put student favorites like Mac and Cheesyology versus Big City BBQ to see who will reign supreme. Can the winner remain the reigning favorite as we continue to introduce new and innovative new menus? Your students will decide!



Discovery Kitchen

Learning experiences that spark curiosity, discovery and a sense of adventure are the cornerstone of our innovative approach to nutrition education. Through Discovery Kitchen, we will engage El Camino Real Charter High School students in hands-on cooking demonstrations and tasting events to introduce them to new foods and flavors. Each month brings a new, exciting theme that blends our menu, promotions and education initiatives together for an immersive experience in the cafeteria, the classroom and at home. When districts transitioned to remote learning, so did we. We started sharing videos as part of our Discovery Kitchen at Home series. We will continue to expand and innovate through this existing platform. Our Healthy Planet video series helps students make choices that are good for them and good for the planet.



Road Trip

Road Trip allows students to experience this great country through the power of food! Take your students on a journey through the quadrants of the U.S., where they will learn about local favorites of each region and, about the geography that allow these regions to produce certain foods for the entire country. Designed to spark curiosity about agriculture and cuisines around the country - Road Trip is packed full of delicious recipes and fun activities for student diners of all ages.



Sports Nutrition Program

Our science-based sports nutrition education program is ideal for competitive athletes working to achieve peak performance but flexible enough for use with the general student population. Sports nutrition education activities promote nutrition and physical activity through presentations to athletic teams, training tables in the cafeterias, and communication resources to reach parents, coaches and students.

Communications

The success of any foodservice program is based on ongoing, transparent communication. Our relationships are based on honesty, respect, fairness and a commitment to open dialogue. We gather ongoing feedback through surveys and focus groups with students, parents, and faculty. This results in not only an increase in student and faculty satisfaction, but also in student meal participation. We share nutrition tips, program updates, and highlight new research through newsletters, social media, and everyday interactions with students, parents, and faculty.

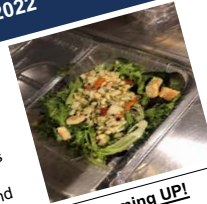
Strategy	Objective
Monthly Business Review	<ul style="list-style-type: none"> • Monthly meeting with Chartwells district manager and the director of dining services. • Biweekly meetings with Chartwells director of dining services for financial review and collaboration on continuous program improvement.
Student Board of Directors	<ul style="list-style-type: none"> • Host regular meetings with the student board to discuss menu feedback, plan tastings and special events and continuously evolve the program to reflect the voice of the students.
Nutrislice	<ul style="list-style-type: none"> • Educate families and students about Nutrislice, the mobile menu that supports students through allergen identification, nutrition info and cafe communications. • Use web and mobile site to communicate new menu items and special events. Use mobile push notifications to engage users.
Parent Outreach	<ul style="list-style-type: none"> • Engage parents with website messaging, Nutrislice push notifications, PTO meetings, newsletters, and the good news report. Highlight innovations, recipes, new menu option, price calculators, and special events.
Score Card	<ul style="list-style-type: none"> • Track the progress of the nutrition program and its impacts on students. Report on how many meals are being served, the financial standing, and the quantity of fruits and vegetables being served to our students in the schools during all meals.
Social Media & PR	<ul style="list-style-type: none"> • Partner with the school communications team to provide engaging content and storytelling for social media and digital channels. • Collaborate with the PR department to highlight the El Camino Real Charter High School child nutrition program in the local media.

Sample Monthly Newsletters

El Camino Real Charter High School January 2022

Entering the 2nd Semester of the school year!!!

- Faculty Staff are pleased with the new Salad Bar!
- We welcomed two new associates to our nutrition team
- Teachers are treated to coffee and pastries every Wednesday
- Student Breakfast and Lunch meal counts have increased steadily since the start of the school year and are expected to continue an upward trend



Coming UP!

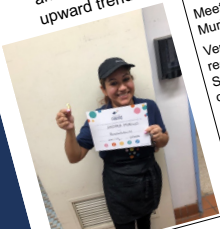
- Valentine Day
 - President Day
 - St. Patrick's Day
- Look for these menu celebrations in February

EL CAMINO TEAM

Meet Andrea (Vero) Murillo.

Vero is the CHEERS recipient for January. She joined our team on 08/04/2021.

She is a Lead / Prep Cook, she also helps with our catering with our events. Vero loves music, dancing. We appreciate her efforts, she is always willing to help her fellow Teammates.



Eddie Rojas
DIRECTOR OF DINING SERVICES
818-795-2827
Eduardo.rojas2@compass-usa.com



El Camino September 2021

Welcome Back To School!!!!

- Added to the menu, Breakfast Burrito (Chorizo, Sausage & Ham) individual pizzas (Cheese & Pepperoni) new Waffle, Pancakes & Hot Dogs & the kids are loving the new menu items.
- We added 5 new Associates this year.
- A/C is now working in the Café.
- The kids are loving the new Breakfast meal period.

Coming UP!

- ☐ Teachers Lounge opening on 10/29/21
- ☐ Catering menu Coming Soon
- ☐ Discovery Kitchen Series coming on October 28



EL CAMINO TEAM

Meet Blanca She was the CHEERS recipient for September. She has been part of the Team since 07/08/2018. She is a Cashier / Prep Cook. She loves music, dancing & is a great Team player. Always willing to help out her fellow Teammates.



Eddie Rojas
DIRECTOR OF DINING SERVICES
818-795-2827
s2@compass-usa.com



El Camino Real Charter High School October 2021

Entering the 2nd month of the school year!!!

- The team enjoyed our Employee Appreciation dinner
- We are adding 3 new associates within the next few weeks
- Every Wednesday, teachers are served coffee and pastries, courtesy of ECR Friends Group
- The breakfast and lunch action stations in the teacher's lounge are well accepted.

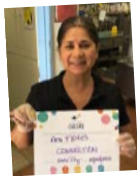


Coming UP!

- ☐ Thanksgiving Break
- ☐ Teacher's Lounge is getting a new Salad Bar in January 2022
- ☐ Discovery Kitchen Series coming in December
- ☐ First QBR meeting coming 12/08/21
- ☐ New Associate's uniforms coming in December 2021
- ☐ District meeting & SAR training on 12/07/21

EL CAMINO TEAM

Meet Ana Flores, she was the CHEERS recipient for October. She has been part of the Team since 08/04/2021. She is a Cashier / Prep Cook and she does the set ups for all the catering events. She loves music, dancing & is a great Team player. Always willing to help out her fellow Teammates.



Eddie Rojas
DIRECTOR OF DINING SERVICES
818-795-2827
Eduardo.rojas2@compass-usa.com



A Vision for the Future

New Food Concepts

Introduction of our hottest new concepts, Revolution Noodle and Mac & Cheesyology!

Noodles are always a good idea!

Revolution Noodle utilizes the freshest produce and specific noodle choices. Of course, authentic broths are the foundation of this Asian noodle cuisine that features elements of Pho, Ramen and Dim Sum. Students will love this fresh meal assembled to order.



A popular dish, no matter your age, is **all-American macaroni and cheese.**



Comfort food is one of the trends taking over in the restaurant industry. Mac & Cheesyology brings that trend right into our school cafeterias in a new and exciting way. Macaroni and cheese is a timeless staple that has evolved into creative custom dishes with a wide variety of melting cheeses, vegetables, proteins and toppings



“We believe food should be a discovery, an adventure, and that kids learn more when they’re experiencing something versus simply taking in information. Our promotions and food education programs are built on this belief and designed to provide engaging and impactful food discovery experiences.”

– Belinda Oakley, CEO, Chartwells K12

GUILD

GUILD

Chartwells K12 has launched a fully-funded foundational education benefit to help their School Lunch Heroes advance their education and career opportunities. The new program was designed in partnership with Guild Education, the nation's leading education and upskilling platform, and provides Chartwells' associates with the opportunity to take advantage of a number of programs to broaden their professional skills and continue their education.

Through Guild, Chartwells will now pay 100% of tuition for a variety of foundational programs through high-quality learning providers. These include self-paced, online, high school completion programs, digital literacy courses, and career prep and soft skills certificates. The program is available to nearly all frontline associates, whether they have been a part of the Chartwells K12 team for one day or many years. Associates will also have access to 1-on-1 coaching services, to help guide them through every step of the process from course selection to completion.

To see what's included and learn more about Chartwells' new program, visit: CompassEd.GuildEducation.com.



A Lifelong Partner

The Chartwells team is proud to be a part of the El Camino Real Charter High School family and it would be a privilege to continue our service to your school, your students and your community. We understand that your highest priority for the foodservice program is getting your students the nutrition they need to become lifelong learners. We'll continue to deliver delicious, nutritious meals and expanded service programs that reach students where they are. Whether we're finding grants to fill backpacks with weekend meals or encouraging students to try something new at the farmers market, we'll be there for you and your community. We can't wait to build on the foundation of our success and create a better future for every student at El Camino.

Student Engagement at Every El Camino Real Charter High School Grade Level

Today's students, Generation Z, are more interested in the experiential aspects of dining than ever before. That means simply serving meals won't cut it. We create experiences and inspire students to engage and participate by offering great food in a fun atmosphere.

Student Choice

Student Choice gives students a true voice in deciding what culinary concepts are featured on the menu through fun tasting and voting events. Students are savvy consumers with high expectations for the dining experience, and we stay on trend by letting your students take the lead. Winning concepts are served at a Student Choice station or integrated into the menu as a limited-time offer until the next vote. Concepts are regularly refreshed to keep the program exciting.



Discovery Kitchen

Our Discovery Kitchen platform allows us to integrate nutrition education and cooking demonstrations with our promotional calendar through dynamic monthly themes, connecting the lessons students learn with delicious dishes in the cafeteria and at home.

In the Classroom

Chartwells will continue to contribute our dietetic resources, knowledge and expertise to the El Camino Real Charter High School school community and be an active participant in your nutrition education efforts. We have and will continue to help you drive your nutrition education efforts and connect the classroom to the cafeteria. Some great examples are: students enjoying a variety of whole-grain items on their menus, such as brown rice or whole-wheat pastas and breads; playing "guess the grains" during a cafeteria demonstration; learning the proper pronunciation of quinoa (keen-wah) during an in-classroom lesson; or practicing pressing their own corn tortillas during a Discovery Kitchen lesson.

Listening to El Camino Real Charter High School Students

Cafe Chat surveys, On-site Insights focus groups and our Youth Advisory Council are just some of the ways we solicit student feedback to identify opportunities for improvement and measure program success. On average, focus groups result in a 5% increase in participation and higher customer satisfaction by demonstrating that their input is valued and acted upon. Students can rate each menu item via our Nutrislice app and provide additional feedback, which is immediately sent to your director of dining services.

Partnering with El Camino Real Charter High School Administrators

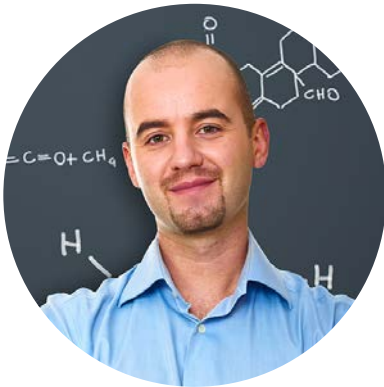
Principals provide feedback on the quality of service and experience they are receiving through our principal scorecards, and we'll follow up with quarterly forums. Additionally, we ensure your administration is always up to date on the program's financial status through monthly and quarterly business reviews. Finally, school nurses can filter our menu for a specific allergen or print a list of carbohydrate counts through Nutrislice, aiding them in their care of students with special dietary needs.

Engaging El Camino Real Charter High School Parents

Parent outreach includes parent nights, back-to-school open houses and family fun nights. We want them to see the services their students have access to each day. We educate families on Nutrislice, ensuring they're getting the most out of this valuable tool. Newsletters help us communicate what's happening in the cafeteria, and we'll help families navigate the application process for free and reduced lunch.

Involving the El Camino Real Charter High School Community

Whether it's supporting the local economy by purchasing local produce or maintaining a presence at the local farmers market, Chartwells seeks to contribute to the entire community. We'll be by your side at special district events and reach out to the community with nutrition and sustainability education at community events.



Financial Condition, Stability & Business Practices

Our parent company, Compass Group PLC, is \$24.8 billion strong as of fiscal year 2021 and the world leader in culinary and hospitality services. One of the greatest benefits of a Chartwells partnership is the financial security of a large corporation in tandem with the individualized, local attention of a small company. By choosing to continue our partnership, you are guaranteed financial stability and a long-term commitment to partnership, transparency and success.

We have included three years of financial statements to demonstrate we provide long-term financial stability.



Accounting & Reporting Systems


Detailed, transparent and reliable accounting programs are vital, and we'll ensure you know exactly where your foodservice dollars are being spent by providing just that:

- Monthly operating statement and a monthly meeting to answer questions.
- SAP system utilized as our business management architecture.
- Owner's Management Suite available anytime, anywhere for our managers to oversee people, menus, finances and facilitate communication.
 - This suite of programs provides reports for accounts receivable, inventory, transfers, accounts payable and financial reports including profit and loss.
- Internal Control Review audit site.
- Cash handling policies and monitoring.
- Quarterly forecasts used to evaluate our performance against the budget.
- Preparation of annual budget to anticipate changes in the coming year.

All of these programs, processes and procedures are detailed in the body of the proposal.


For more detailed information on our Financial Conditions and Stability, see pages 78-79.





Section 2 – Required Attachments

Serving Up Happy & Healthy



Food is a big part of everyone’s well-being, and students need a place to eat where they can connect with others, recharge and enjoy a sense of happiness in their school. That’s why we serve food kids love to eat and create programs that encourage fun and discovery. Most importantly, we believe that happy cafeterias start with our people so we empower them to go above and beyond to bring their personal “extra” for even more creativity and joy at mealtime. **Our goal every day is to make sure that students leave the cafeteria happier and healthier than when they came in.**



A. Attachments Checklist



Serving Up Happy & Healthy

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The SFA will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score.

Attachment A

Attachment A: Attachments Checklist

Chartwells K-12

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
<input checked="" type="checkbox"/> <u> </u> A	Attachments Checklist
<input checked="" type="checkbox"/> <u> </u> B	Mandatory Tour
<input checked="" type="checkbox"/> <u> </u> C	Minimum Qualifications
<input checked="" type="checkbox"/> <u> </u> D	FSMC Professional Standards
<input checked="" type="checkbox"/> <u> </u> E	Proposal Questionnaire
<input checked="" type="checkbox"/> <u> </u> F	Respondent References
<input checked="" type="checkbox"/> <u> </u> G	Authorization Agreement
<input checked="" type="checkbox"/> <u> </u> H	Fee Proposal
<input checked="" type="checkbox"/> <u> </u> I	Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters
<input checked="" type="checkbox"/> <u> </u> J	Certificate of Independent Price Determination
<input checked="" type="checkbox"/> <u> </u> K	21–Day Cycle Menu (Include)





B. Mandatory Tour



Serving Up Happy & Healthy

It is optional for the SFA to hold a mandatory tour (Attachment B). The tour schedule includes the sites. 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.

Attachment B: Mandatory Tour/On-line meeting

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 **March 17, 2022 at 1:00pm**
Where: **El Camino Real Charter High School**
5440 Valley Circle Blvd.
Woodland Hills, CA 91367

On-line (Virtual) Tour begins at **March 17, 2022 at 1:00pm**
Where: **El Camino Real Charter High School**
5440 Valley Circle Blvd.
Woodland Hills, CA 91367

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

Chartwells attended the mandatory tour on March 17th, 2022 at 1:00 PM





C. Minimum Qualifications



Serving Up Happy & Healthy

The SFA will only consider Respondents that meet all minimum qualifications (as listed on Attachment C).

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 **July 1, 2022**, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least five of experience with food service programs.

Yes No

We have been feeding kids in California since 1974 and under the Chartwells name for the past 20 years.

2. The Respondent has the resources and ability to provide **250,000** of meals per fiscal year.

Yes No

Chartwells serves over 10 million meal annually in California.

3. The Respondent has knowledge and experience with the National School Lunch and School Breakfast Programs and USDA Commodities.

Yes No

Chartwells has experience with the National School Lunch, School Breakfast Program and USDA commodities for over 40 years.

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

Yes No

Chartwells has provided the required references in the Respondent References section of this proposal.

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

Yes No

A copy of the Chartwells license to do business can be found on page 110.





D. FSMC Professional Standards



Serving Up Happy & Healthy

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 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 outlined above.

Management Team

Our Leaders Help El Camino Succeed

One of the many things that sets apart Chartwells is the experience, expertise and dedication of our people. While we're proud of the breadth and depth of skills and services we bring to you, what motivates and inspires us is your students. Our managers truly care about your students and work hard to create a fun and welcoming environment where they can enjoy great food with friends.

Our approach is to build a program that reflects your specific needs. We value our role in the community and view our partnership as an opportunity to provide culinary, nutrition, marketing and operational expertise on a local, regional and national level to ensure we are meeting your goals.

Your students deserve the best, and our managers are committed to making that happen. Chartwells brings an unparalleled depth of resources to our partnerships, including:

- Nutrition and menu development
- Quality food and culinary support
- Accounting and finance
- Human resources and labor relations
- Purchasing
- Training
- Wellness initiatives
- Quality assurance, safety and sanitation
- Technology
- Marketing
- Customer service and communication





Your Local Team

Your local team – led by District Manager Rafael Negroe and Director of Dining Services Chef Eduardo Rojas – will continue to be the cornerstone of your program throughout our partnership. The team will bring exciting, cutting-edge experiences to your schools and provide the support necessary to deliver a best-in-class program. We will consistently demonstrate why we are the first choice for quality, service, value and innovation.

Other companies may promise satisfaction with the on-site staff, but only Chartwells has the quantity and quality of resources to ensure the success of those managers. The most important decision you can make is to select the right company. Chartwells understands and embraces the fact a great team is necessary to bring you a quality foodservice program.

Eduardo Rojas, Director of Dining Services

Eduardo will be the key on-site person in your school. As an active member of your community and administrative team, Eduardo will balance the needs of students, administrators and associates to ensure exceptional service and satisfaction. Eduardo focuses on these key areas:

Customer satisfaction

Financial execution

Merchandising and food presentation

Management relations and leadership skills

Employee development

“Thank you so much for sending us a rock star. She has stepped into LCSD with such power and energy that you can’t help but want to be on her team. You have set the bar high!”

– Tim Logan, Deputy Superintendent at Lyon County School District about Director of Dining Services Akiko Miyagi



Training

Creating a happy and healthy environment for students and associates begins by hiring people who genuinely care about the students and school they serve. Our associates are the heart and soul of our program, and we empower them to bring their own unique flavor of hospitality to the cafeteria.

We know that when they succeed, we succeed. That is why we have the most robust associate and manager training programs in the industry. We want to ensure they have the knowledge and tools to provide your students with healthy, well-balanced meals every day.

Every Chartwells associate completes a dedicated training schedule each year. Special attention is given to our newest associates with custom onboarding plans and side-by-side work experience with our veteran foodservice professionals.

A list of training topics has been provided here and additional topics may be added throughout the year as required and/or needed to ensure the foodservice associates at El Camino Charter have the most current knowledge and skills needed to be successful.

Orientation and Preopening

Orientation Training kicks off the learning process for our newest team members. We provide information to help acclimate new associates and set them on the path of their professional journey with Chartwells. Passport training for frontline associates includes:

- Learning Your Job
- Food Safety and Sanitation
- Embrace Diversity
- Living Well
- Harassment and the Workplace
- Workplace Safety
- Cross-Training/Skill Building
- Food Allergy Management
- USDA Compliance

As required by the USDA, **Professional Standards Training** is provided to each school foodservice manager, and leads receive a minimum of 10 hours of training. These topics assist associates in performing their daily job duties and enhancing the student experience.

We offer **Back to School Training** for our team during the school's in-service day. Our teams use this time to provide great meals to teachers and administrators, while also taking time to share information and provide training for the new school year.



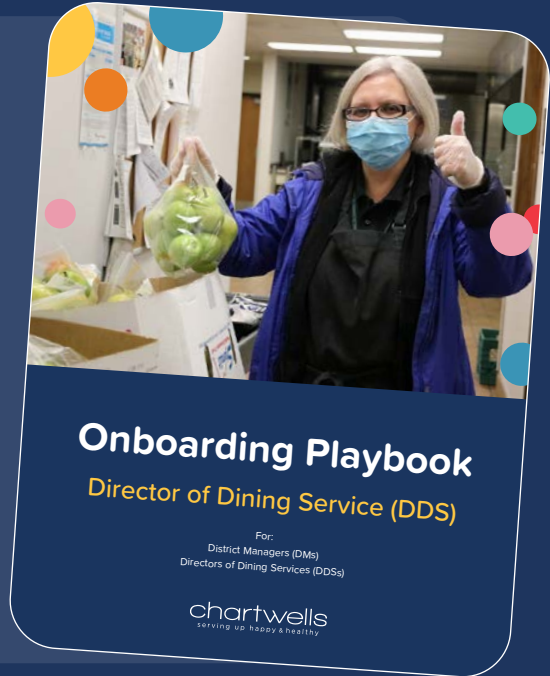
Role-Based Training: Director of Dining Services

Your director of dining services will coordinate training topics to ensure they are customized for your schools. Specific, custom training is provided in collaboration with school principals and administration for intruder safety practices, fire drills and use of fire extinguishers.

Onboarding Playbook

Our Onboarding Playbook for your director of dining services focuses on their first 90 days of employment. It includes a mix of activities through an Experience Map to help the leader with the foundations of our business – field operations, nutrition and culinary excellence, financial processes, human resources, key contacts, safety, marketing and communications. It also emphasizes unit/account leadership and personnel engagement.

The playbook leverages the Nudge Rewards platform to reinforce key role concepts using push messages during the leader’s first 30 days and is customizable (we can add or subtract activities) to fit the needs and expectations of El Camino Charter.



Onboarding Experience Checklist | Director of Dining Services (DDS)

	Pre-Boarding	Day 1	Day 2-5	Day 6-30	Day 31-60	Day 61-90+
DDS (New Hire)	<ul style="list-style-type: none"> Complete onboarding policies before Day 1: <ul style="list-style-type: none"> Offer Letter signature Drug/Alcohol Test Consent Chartwells K12 Background and Fingerprint School Background and Fingerprint I-9 (Section 1) Health Report Agreement Receipt of Employee Handbook Annual Legal Acknowledgement Health Interview Record Emergency Contact Benefits Enrollment Payroll Enrollment 	<ul style="list-style-type: none"> Meet DM and tour school(s) Finalize I-9 (Section 2), W4, payroll, and other Day 1 employment forms Meet kitchen team Meet Principal(s) and key administration Meet your HRBP Setup office Ensure system access and finalize MyFinance, MyReports, MyOrders, Webtrition, MyStaff, MyI9, PeopleHub, others Setup Nudge and tour the app 	<ul style="list-style-type: none"> Daily check-in with DM – financials, account details, support team intro Daily check-in with Kitchen Leads – challenges and needs Schedule 1-1s with K12 contacts – culinary, marketing, nutrition, and finance Acclimate to systems Meet additional school admin and union, if applicable Access MyLMS and begin Annual Required Training Access Chartwells Safety site Review Nudge messages 	<ul style="list-style-type: none"> Begin, resume, and complete Annual Required Training Begin and complete DDS Role Playbook (TBD) Review Chartwells Cheers program Daily/weekly check-in with DM Daily/weekly check-in with Kitchen Lead(s) Check-in with Principal(s) and key administration Bi-weekly or monthly check-in with culinary, marketing, nutrition, and finance Review Nudge messages 	<ul style="list-style-type: none"> Check-in with DM – Recap last 30 days (learning, team challenges, questions and concerns) Check-in with Principal(s) and key administration Bi-weekly or monthly check-in with culinary, marketing, nutrition, and finance Access D&I site Passport Port of Call 1 – Our Story Passport Port of Call 2 – Our Companies Passport Port of Call 3 – Our People Passport Port of Call 4 – Our Strategy Passport Port of Call 5 – Our Success Video: Who is SSC? Video: Who is Higher Ed 	<ul style="list-style-type: none"> Check-in with DM – Recap last 30 days (learning, team challenges, questions and concerns) Check-in with Principal(s) and key administration Bi-weekly or monthly check-in with culinary, marketing, nutrition, and finance
DM (Manager/Supervisor)	<ul style="list-style-type: none"> Refer to Pre-Boarding Countdown Checklist 	<ul style="list-style-type: none"> Greet DDS and provide school/account tour Provide role summary and work introduction Finalize I-9 (Section 2), W4, payroll, and other Day 1 employment forms Provide computer and swag Introduce K12 team and HRBP Introduce Principal(s) and key administration, if necessary Provide key K12 contact list including culinary, marketing, nutrition, and finance 	<ul style="list-style-type: none"> Daily check-in w/ DDS Ad-hoc system training and role support Introduce DDS to additional school/account contacts as applicable Send email introducing DDS to other DDSs in the region 	<ul style="list-style-type: none"> Daily/weekly check-in w/ DDS Review Chartwells Cheers program Ad-hoc system training and role support Introduce DDS to additional school/account contacts as applicable 	<ul style="list-style-type: none"> Daily/weekly check-in w/ DDS Ad-hoc system training and role support 	<ul style="list-style-type: none"> MONTH 3 <ul style="list-style-type: none"> Provide informal performance feedback and action planning if needed MONTH 6 <ul style="list-style-type: none"> Provide informal performance feedback and action planning if needed MONTH 9 <ul style="list-style-type: none"> Provide informal performance feedback and action planning if needed
Buddy	<ul style="list-style-type: none"> Talk to DM about Buddy expectations and obtain DDS background 	<ul style="list-style-type: none"> Introduction and check-in with DDS. Determine site visit at Buddy’s account (first 30 days) 	<ul style="list-style-type: none"> Check-in: What questions do you have or how can I help? 	<ul style="list-style-type: none"> Check-in: What questions do you have or how can I help? Introduce to other DDSs 	<ul style="list-style-type: none"> Check-in: What questions do you have or how can I help? 	<ul style="list-style-type: none"> Check-in: What questions do you have or how can I help?

Role Playbook

Our directors are the heartbeat of our organization and here to ensure your culinary and nutritional success. As such, we've documented a comprehensive list of information to help directors navigate their role through three lenses: you, your team, your account. This resource works in tandem with their onboarding plan.

Annual Training Calendar

This calendar for directors provides a list of required and recommended training and specifies when to complete the training throughout the year. The resources are linked directly to our LMS and help El Camino Charter's district manager and director of dining services stay compliant and on-track.

Annual Training Calendar Director of Dining Services (DDS)															
Function	Course	Time (min)	Aug (Start)	Sep	Oct	Nov	Dec (Break)	Jan	Feb	Mar	Apr	May (Summer)	Jun (Summer)	Jul (Summer)	
HR & Compliance (Approx. 3 hours)	Workplace Harassment 2021 (odd years) + IL & NY completed annually	70 (CACT 120 min)	Complete within 30 days as a New Hire.						Access/Review	Complete within 30 days as a New Hire.					
	Wage and Hour 2022 (even years)	30	Complete within 30 days as a New Hire.						Access/Review	Complete within 30 days as a New Hire.					
	Food Allergies	45	Complete within 12 months as a New Hire, then every year from that completion date.												
	OSHA Compliance (every 2 years)	15	Complete within 12 months as a New Hire, then every 2 years from that completion date.												
	Cyber Security (every 3 years)	20	Complete within 30 days as a New Hire, then every 3 years from that completion date.												
	Sex/Safe Manager (every 3 years)	8-10 hours	Complete within 30 days as a New Hire, then every 3 years from that completion date.												
Safety (Approx. 2.5 hours)	Diversity & Inclusion	10 each	Mitigating Bias			Empathy			Competency			Speaking Up			
	Blood Borne Pathogens (First Aid only)	30	Access/Review	Complete within 30 days as a New Hire.											
	Compass Manager Workplace Safety	30	Access/Review	Complete within 30 days as a New Hire.											
	Hazard Communication	30	Access/Review	Complete within 30 days as a New Hire.											
	COMPASSION - COVID-19 Hospitality	20	Access/Review	Complete within 30 days as a New Hire.											
	COMPASSION - COVID-19 Safety	20	Access/Review	Complete within 30 days as a New Hire.											
Nutrition (Approx. 7 hours) ⊕ Recommended	Safety Binder Monthly Reminder	5	Opening	Slip/Trip/Fall	Burns Prev	Struck By	Emergency Res	Stop/Think/Act	Cut Prev	Strain Prev	HAZCOM Ref	Shutdown			
	Alert Drivers (for vehicles TKR file)	25	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	
	Food Allergy Fundamentals	80	Access/Review	Complete within 30 days as a New Hire.											
	Specific Food Allergy Review	180	Access/Review	Complete within 30 days as a New Hire.											
	Buy America	15	Access/Review	Complete within 30 days as a New Hire.											
	Meal Pattern Fundamentals	30	Access/Review	Complete within 60 days as a New Hire.											
	Production Records for Directors	10	Access/Review	Complete within 60 days as a New Hire.											
	Smart Snacks	15	Access/Review	Complete within 60 days as a New Hire.											
	USDA Professional Standards	10	Access/Review	Complete within 60 days as a New Hire.											
	Webinar 141	90	Access/Review	Complete within 60 days as a New Hire.											
Communications (< 1 hour) ⊕ Recommended	Webinar Refresher	90	Access/Review	Complete annually as a refresher.											
	Communication Toolkit	20	Access/Review	Complete within 60 days as a New Hire.											
Labor Relations (Approx. 2 hours) ⊕ Recommended	Labor Relations Training for Act Managers	120	Access/Review	Complete within 60 days as a New Hire.											
Culinary (Approx. 2 hours) ⊕ Recommended	Culinary Basics - Knife Safety	8	Access/Review	Complete within 30 days as a New Hire.											
	Culinary Basics - Knife Skills	8	Access/Review	Complete within 30 days as a New Hire.											
	Culinary Basics - Pizza Handling	9	Access/Review	Complete within 30 days as a New Hire.											
	Culinary Basics - Station Standards	9	Access/Review	Complete within 30 days as a New Hire.											
	Food Cost - Pre and Post Cost Menu	6	Access/Review	Complete within 30 days as a New Hire.											
	Quality Assurance - Keep Food Safe	17	Access/Review	Complete within 30 days as a New Hire.											
	Purchasing - MyOrders	8	Access/Review	Complete within 30 days as a New Hire.											
	Purchasing - Foodbuy & BuySmart	7	Access/Review	Complete within 30 days as a New Hire.											
	Purchasing - Committed Purchasing	3	Access/Review	Complete within 30 days as a New Hire.											
	Purchasing - Order Guide	5	Access/Review	Complete within 30 days as a New Hire.											
	Purchasing - Shopping Lists Alerts	8	Access/Review	Complete within 30 days as a New Hire.											
	Food Costs - Managing Cost	23	Complete within 60 days as a New Hire.		Access/Review	Complete within 60 days as a New Hire.									
	Quality Assurance - Delivering	6	Complete within 60 days as a New Hire.		Access/Review	Complete within 60 days as a New Hire.									
	Culinary Basics - Batch Cooking	10	Complete within 60 days as a New Hire.		Access/Review	Complete within 60 days as a New Hire.									
	Culinary Basics - Kitchen Behaviors	5	Complete within 60 days as a New Hire.		Access/Review	Complete within 60 days as a New Hire.									
Culinary Basics - Food Presentation	6	Complete within 60 days as a New Hire.		Access/Review	Complete within 60 days as a New Hire.										
Marketing (Approx. 7 hours) ⊕ Recommended	Environment - Program Intro	15	Complete within 60 days as a New Hire.						Access/Review						
	Environment - Streamline Your Cafe	60	Complete within 60 days as a New Hire.						Access/Review						
	Environment - 5 Senses	30	Complete within 60 days as a New Hire.						Access/Review						
	Nutrition - Menu Basics + Supplement (if applicable to acct)	30	Complete within 60 days as a New Hire.						Access/Review						
	Nutrition - Menu Advance + Supplement (if applicable to acct)	30	Complete within 60 days as a New Hire.						Access/Review						
	Nutrition - Digital Signage Basics + Supplement (if applicable to acct)	30	Complete within 60 days as a New Hire.						Access/Review						
	Nutrition - Digital Signage Advance (if applicable to acct)	30	Complete within 60 days as a New Hire.						Access/Review						
	Nutrition - Menu Map View + Supplement (if applicable to acct)	30	Complete within 60 days as a New Hire.						Access/Review						
	Nutrition - Marketing Tools + Supplement (if applicable to acct)	30	Complete within 60 days as a New Hire.						Access/Review						
	Nutrition - Digital Ordering (if applicable to acct)	15	Complete within 60 days as a New Hire.						Access/Review						
	Overview - Marketing Workbook	60	Complete within 60 days as a New Hire.						Access/Review						
	Programs - Discovery Kitshop	10	Complete within 60 days as a New Hire.						Access/Review						
	Programs - Mood Board	10	Complete within 60 days as a New Hire.						Access/Review						
	Programs - Student Choice	30	Complete within 60 days as a New Hire.						Access/Review						



Role-Based Training: Hourly Foodservice Worker

Onboarding Playbook

Our Onboarding Playbook for hourly foodservice workers focuses on their first 30 days of employment. This resource – similar in format and design to our Onboarding Playbook for directors of dining services – includes a mix of activities through an Experience Map to help the associate with the foundations of our business specific to their role: culinary, nutrition, safety and marketing fundamentals. It also emphasizes customer service and includes a process to move them into the role faster through station shadowing. This playbook leverages the Nudge Rewards platform to reinforce key role concepts using push messages during the associate’s first 30 days and is customizable (we can add or subtract activities) to fit the needs and expectations of El Camino Charter.



Onboarding Playbook Hourly Food Service Worker

For:
Directors of Dining Services (DDSs)
who hire Hourly Food Service Workers, their Kitchen Leads,
and Hourly Food Service Worker Onboarding Buddies



Onboarding Experience Checklist | Food Service Worker

Name: _____

Start Date: _____

	Pre-Boarding	Day 1	Day 2	Day 3-5	Week 2	Week 3+
Food Service Worker (New Hire)	<ul style="list-style-type: none"> Complete onboarding policies before Day 1: Offer Letter signature Drug/Alcohol Test Consent Background and Fingerprint I-9 (Section 1) Health Report Agreement Receipt of Employee Handbook Annual Legal Acknowledgement Health Interview Record Emergency Contact Benefits Enrollment Payroll Enrollment 	<p>EARLY MORNING</p> <ul style="list-style-type: none"> Meet DDS and clock-in, if possible Finalize I-9 (Section 2), W4, payroll, and other Day 1 employment forms (Chartwells associate only; ignore for District) Access MyLMS and begin Annual Required Training, if ID is setup with DDS Setup MyStaff Mobility and tour it if system setup is complete Setup Nudge and tour it if system setup is complete <p>LATE MORNING/EARLY AFTERNOON</p> <ul style="list-style-type: none"> Meet Kitchen Lead and team Tour the kitchen and stations Meet Buddy and shadow work Review Nudge message Clock-out (MyStaff Mobility), if personnel ID is setup 	<ul style="list-style-type: none"> Clock-in (MyStaff Mobility) if system access is active Meet Kitchen Lead and receive work instructions Attend daily team meeting Shadow or rotate station work Begin, resume, complete Annual Required Training with DDS Clock-out (MyStaff Mobility) if system access is active 	<ul style="list-style-type: none"> Clock-in (MyStaff Mobility) Meet Kitchen Lead and receive work instructions Attend daily team meetings Begin, resume, complete Annual Required Training with DDS Shadow and rotate station work; begin independent station work if ready Review Nudge messages Clock-out (MyStaff Mobility) 	<ul style="list-style-type: none"> Clock-in (MyStaff Mobility) Meet Kitchen Lead and receive work instructions Attend daily team meetings Resume and complete Annual Required Training with DDS Shadow and rotate station work or continue independent station work Review Nudge messages Clock-out (MyStaff Mobility) 	<ul style="list-style-type: none"> Clock-in (MyStaff Mobility) Meet Kitchen Lead and receive work instructions Attend daily team meetings Begin or continue independent station work Review Nudge messages Clock-out (MyStaff Mobility)
DDS (Manager/Supervisor)	<ul style="list-style-type: none"> Refer to Pre-Boarding Countdown Checklist 	<p>EARLY MORNING</p> <ul style="list-style-type: none"> Greet Food Service Worker Provide role summary and work introduction (do's/don'ts) Provide school/district information Provide building access/job, if applicable Finalize I-9 (Part 2), W4, payroll, and other Day 1 employment forms Finalize system access (follow Pre-Boarding Countdown Checklist) if necessary <p><i>If system access is setup:</i></p> <ul style="list-style-type: none"> Clock-in Food Service Worker Provide MyLMS intro and begin Annual Required Training Setup and demo MyStaff Mobility, if necessary Setup and demo Nudge 	<ul style="list-style-type: none"> Visit kitchen and check-in with Food Service Worker Continue to finalize system access (follow Pre-Boarding Countdown Checklist) if necessary Manually clock-in/out Food Service Worker for Day 1 and/or Day 2 if necessary <p><i>If system access is setup:</i></p> <ul style="list-style-type: none"> Begin, resume, complete Annual Required Training Setup and demo MyStaff Mobility if necessary Setup and demo Nudge if necessary 	<ul style="list-style-type: none"> Visit kitchen and check-in with Food Service Worker Continue to finalize system access (follow Pre-Boarding Countdown Checklist) if necessary Manually clock-in/out Food Service Worker if necessary Begin, resume, complete Annual Required Training Setup and demo MyStaff Mobility if necessary Setup and demo Nudge if necessary 	<ul style="list-style-type: none"> Visit kitchen and check-in with Food Service Worker Resume and complete Annual Required Training Discuss early performance with Kitchen Lead and plan informal feedback with Food Service Worker 	<p>MONTH 1</p> <ul style="list-style-type: none"> Provide informal performance feedback and action planning if needed <p>MONTH 3 (Probationary End)</p> <ul style="list-style-type: none"> Provide informal performance feedback and action planning if needed <p>MONTH 6</p> <ul style="list-style-type: none"> Provide informal performance feedback and action planning if needed
Kitchen Lead	<ul style="list-style-type: none"> Refer to Pre-Boarding Countdown Checklist 	<p>LATE MORNING/AFTERNOON</p> <ul style="list-style-type: none"> Introduce team Tour the kitchen and stations Introduce Buddy and explain shadow work Help clock-out Food Service Worker if system access is setup 	<ul style="list-style-type: none"> Greet Food Service Worker and help with clock-in/out if system access is setup Provide work instructions; explain school rotation if applicable 	<ul style="list-style-type: none"> Provide work instructions and explain school rotation if applicable Reflect on early performance and station fit(s); ask for team feedback if applicable Encourage team camaraderie 	<ul style="list-style-type: none"> Provide work instructions and explain school rotation if applicable Discuss early performance with DDS and plan informal feedback with Food Service Worker Encourage team camaraderie 	<ul style="list-style-type: none"> Provide work instructions and explain school rotation if applicable Encourage team camaraderie
Buddy	<ul style="list-style-type: none"> Talk to Kitchen Lead about expectations and Food Service Worker background 	<ul style="list-style-type: none"> Introduce yourself to the Food Service Worker 	<ul style="list-style-type: none"> Check-in: What questions do you have or how can I help? 	<ul style="list-style-type: none"> Check-in: What questions do you have or how can I help? 	<ul style="list-style-type: none"> Check-in: What questions do you have or how can I help? 	<ul style="list-style-type: none"> Check-in: What questions do you have or how can I help?

Annual Training Calendar

The Annual Training Calendar provides a list of required and recommended training for new and existing associates and specifies when to complete the training throughout the year. The resources are linked directly to our LMS and help El Camino's director of dining services stay compliant and on-track with their associates.

Annual Training Calendar Food Service Worker														
Function	Course	Time (min)	Aug (Start)	Sep	Oct	Nov	Dec (Break)	Jan	Feb	Mar	Apr	May (Summer)	Jun (Summer)	Jul (Summer)
HR & Compliance (Approx. 1 hour for specific states only)	Workplace Harassment 2021 CA only	60												
	Workplace Harassment 2021 CT only	120												
	Workplace Harassment 2021 Restaurants and the Supplement IL only	15												
	Cyber Security (every 3 years)	20												
Safety (Approx. 2 hours)	Blood Borne Pathogens (First Aid only)	30	Access/Review											
	DAWSQ	30	Access/Review											
	Hazard Communication	30	Access/Review											
	COMPASSION - COVID-19 Hygiene	20	Access/Review											
	COMPASSION - COVID-19 Safety	20	Access/Review											
	Safety Binder Monthly Reminder	5	Opening											
	Alert Drivers (for vehicles 10K lbs+)	25	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Nutrition (Approx. 2 hours) Ⓞ = Recommended	Group Allergy Training	17	Access/Review											
	How to Read a Recipe	10	Access/Review											
	Breakfast Meal Pattern	26	Access/Review											
	Lunch Meal Pattern	33	Access/Review											
	Production Records	12	Access/Review											
	Vegetable Subgroups	6	Access/Review											
	Ⓞ Introduction to Child Nutrition	10	Access/Review											
Culinary (Approx. 1 hour) Ⓞ = Recommended	Culinary Basics - Knife Safety	8	Access/Review											
	Culinary Basics - Knife Skills	8	Access/Review											
	Culinary Basics - Pizza Handling	9	Access/Review											
	Culinary Basics - Station Standards	9	Access/Review											
	Quality Assurance - Keep Food Safe	18	Access/Review											
	Ⓞ Culinary Basics - Rabbit Cooking	10	Access/Review											
	Ⓞ Culinary Basics - Kitchen Behaviors	4	Access/Review											
	Ⓞ Culinary Basics - Food Presentation	6	Access/Review											
Marketing (Approx. 1.5 hours) Ⓞ = Recommended	Ⓞ Environment - Program Intro	15	Access/Review											
	Ⓞ Environment - Streamline Your Cafe	60	Access/Review											
	Ⓞ Environment - 5 Senses	30	Access/Review											



Ongoing Learning and Skills

We know associates want to grow their knowledge and skills according to their schedules and through training tailored to their learning styles. In addition to on-site training, we also offer an extensive eLearning library that features microlearning opportunities with short, modular trainings; interactive online lessons that allow learners to apply what they've learned; and 24/7 availability through our exclusive learning management system.

Training opportunities are available in a variety of formats:

*On-site
training*

eLearning

*Monthly
webinars*

*One-on-one
support*

*Biweekly
communication*



Accelerated Manager Program (AMP)

AMP is a unique combination of assessment, organizational training and one-on-one coaching that surfaces our best leaders. This best-in-class leadership development program for new and aspiring managers provides a fast-track learning opportunity focused on management development. It uses a personalized approach that aims to customize learning for each person's strengths, skills and interests. The program can be completed in 12 weeks or more, depending on the individual's needs, pace and business goals. Program mile markers capture each learning stage and enable rolling enrollment at any time.



Daily, Weekly and Monthly Training

Daily

Managers conduct a pre-service briefing every day to update the team on daily activities and knowledge. Meetings might include addressing current safety concerns, ensuring everyone is aware of that day's promotion or recognizing positive contributions.

Weekly

Associates participate in a five-minute training session each week to stay up to date on safety and sanitation policies and procedures. This is our unique solution for easily incorporating ongoing food safety training into the workweek.

Twenty-Four 5-Minute Training Topics Worksheet

- Choose a "Topic"
- Read "Associate" and "Supervisor" information for your topic
- Review any form(s) or log(s) for your topic
- Identify "who" will be trained
- Make copies of "Associate" page to hand out
- Make notes on your copy to refer to during training
- Coach your staff for success

Monthly

At Chartwells, training isn't just about checking off requirements - it's about giving our associates the opportunity to grow personally and professionally. When they reach their goals, we reach ours.

Every month features:

*Workplace
Safety*

Food Safety

CHAT



Topics may include:

- Meal Requirements
- Food Allergen Awareness (certified by FARECheck)
- ServSafe
- Production Records
- Following Standardized Recipes
- Cut Prevention
- Intruder
- Fire Extinguisher
- First Aid
- CPR
- Personal Protective Equipment
- Equipment Shut-off
- Plus any additional training required by your school



El Camino Real Charter High School Sample Monthly Training Plan

Training doesn't stop after the beginning of each school year. We empower our teams with tools to grow throughout the year. Associates can review a calendar of scheduled training opportunities so they know what's on the horizon.

August

- Who Moved My Cheese? (Change Management)
- Workplace Safety – Stop, Think, Act
- Meal Pattern Compliance
- USDA Civil Rights
- HACCP/ServSafe Certification
- CHAT – Sexual Harassment Policy

September

- Give Them the Pickle (Customer Service)
- Food Allergens Certification
- Culinary Training
- Workplace Safety and Food Safety
- CHAT – Employee Engagement

October

- Gung-ho (Performance Excellence)
- Energy Boost with Proper Nutrition
- Workplace Safety – Cut Prevention
- Food Safety – Product Labeling and Dating
- CHAT – Compass Group benefits

November

- CHAT – Showing Empathy
- Workplace Safety – Strain Prevention
- Food Safety – Cross Contamination
- Healing Through Nutrition
- Associate Recognition (August - October)

December

- CHAT – Serving Up Smiles
- Nutrition – Guidelines for Demo Cooking
- Workplace Safety – Slip, Trip and Fall
- HACCP/ServSafe Certification
- Personal Protective Equipment

January

- Mindfulness – Breathing Present Moment
- Express Training – Recipes
- Workplace Hazard Communication
- Food Safety Audit
- CHAT – Workplace Harassment

February

- Mindfulness – Meditation
- Workplace Violence Policy
- Safety – Bloodborne Pathogens
- CHAT – Diversity, Five Moments
- Associate Recognition (November - January)

March

- Mindfulness – Awareness
- Express Training – Modified Diets
- Workplace Safety – Safety Shoes
- Food Safety – Proper Cooling
- CHAT – Stop the Food Waste

April

- Mindfulness – Reducing Anxiety
- Workplace Safety – Struck By/Against
- HACCP/ServSafe Certification
- CHAT – Diversity, Inclusive Behavior

May

- Mindfulness – Thought and Feeling
- Workplace Safety – Strain Prevention
- Food Safety – Time Control
- Associate Recognition (February - April)
- CHAT – Retail Mindset: Service Recovery

June

- Workplace Safety – Accident Investigation
- Food Safety – Storage and Dating
- CHAT – Communication, Help and Training



Ongoing monthly training and informational meetings refresh knowledge of daily operations and introduce innovations. These trainings meet the federal USDA professional standards requirements for foodservice associates working in NSLP operations.



CHAT (Communication, Help and Training) is our monthly communication and training resource to help supervisors effectively communicate important information to hourly customer service associates. A key feature of the program is the CHAT Toolkit, which contains all the training materials (including visual aids and handouts) that the supervisor needs to conduct their own CHAT sessions with the on-site team. Each CHAT meeting is 15 minutes and focuses on four areas: safety, sanitation, customer service and company communications.

CHAT Calendar 2021

<i>January</i>	<i>July</i>
Workplace Harassment	Prioritizing: Influence and Control
<i>February</i>	<i>August</i>
Nutrition, Health and Wellness	Resolving Conflict
<i>March</i>	<i>September</i>
Essential Communication	Food Safety
<i>April</i>	<i>October</i>
Diversity and Inclusion	Benefits You Pick! Frontline Library (alternate)
<i>May</i>	<i>November</i>
Navigating Change with Resiliency	Building Positive Work Relationships
<i>June</i>	<i>December</i>
Safety Sexual Harassment Part II (supplemental for select states)	Customer Service

CHAT Website: www.mychatprogram.com

Regulation and Operating Procedures Training

During scheduled professional development time, associates receive regular, interactive training that helps them understand regulations and how to carry them out completely and accurately.

Buy American

We conduct comprehensive training for our management team, giving them the confidence and technical tools to help you exceed USDA and state agency expectations. We do this through:

- Live and recorded sessions detailing the requirements of USDA procurement reviews and the Buy American provision.
- Protocol and standard operating procedures.
- A central email box for quickly escalating any questions that arise.
- Buy American product documentation.
- Instructions for inspection of food labels for country of origin.

Compliance with USDA Professional Standards Requirements

We know an educated team is best equipped to bring the best program to your students, but continuous professional training and hiring standards are also a USDA requirement. All Chartwells school nutrition directors meet the minimum educational standards outlined by the USDA, and our job descriptions reflect these requirements. All of our learning hours and completion can be tracked in order to comply with the USDA Professional Standards training requirements.

FARECheck Certification

Chartwells was the first in the child nutrition industry to have its allergen management training courses certified by Food Allergy Research and Education (FARE). FARE has reviewed our library of allergy training programs and accredited them with the FARECheck Certification. This partnership ensures our training programs are current with the latest advancements in food allergen management and your students will benefit from a team that is knowledgeable and well-versed in this important area.

Portion Control

Chartwells provides training for proper recipe preparation, serving and portion control at the beginning of every school year and continues to train throughout the year.

Key topics covered during these sessions are:

- Using the proper tools
- Weighing and measuring key ingredients
- Calibrating pound and ounce scales
- Following the number of servings per pan
- Portion review at production meetings
- Checking portions throughout the meal period





Chartwells Nutrition Program Training Examples

Allergy and Special Dietary Need Accommodations

Audience: Foodservice managers and staff, members of school administration

Format: Web-based

This series provides a basic overview of allergies and special dietary needs in the school setting from a foodservice perspective. Additional modules cover specific conditions commonly found in schools, providing in-depth training for managers and administrators. Separate modules for each condition allow for customization.

Reimbursable Meals and Offer vs. Serve

Audience: Foodservice managers, staff

Format: In-person

Participants will learn and reinforce their knowledge of what foods must be offered with complete school meals, as well as recognize a meal that qualifies for USDA reimbursement under the rules of offer versus serve.

Audit Preparation

Audience: Foodservice managers, staff

Format: In-person

Learn what to expect during an Administrative Review and how to work within your unit as a team to prepare for audit success. Receive refresher training on program compliance and a general overview of critical USDA standards.

Summer In-Service Training

All foodservice associates play an important role in crafting the dining experience and, ultimately, in the education of the students we serve. Chartwells will utilize its corporate support and regional team to perform ongoing training and staff development for your director of dining services.

Listed below are the training topics that are covered during the 12 hours of summer in-service each year. These topics become part of our ongoing monthly training.

Nutrition and Culinary

- Introduction of Chartwells' comprehensive nutrition programs
- Cycle menu development processes and procedures with menu committee
- Batch cooking: Why do we do it?
- Local produce: What is the value to our customers and community?
- USDA regulations

Safety and Food Safety

- HACCP: Menu management system (HACCP books as required by the state agency)
- Safe staff training and ServSafe certification
- Quality assurance
- Food safety for schools
- Safety in the workplace
- Appoint safety champions

Marketing and Merchandising

- Discovery Kitchen program and materials
- Food presentation: Does your food speak for itself?
- Customer service training
- The power of promotions

Financial

- Policies and procedures: The importance of an accurate inventory
- MyFinance training: Chartwells' all-inclusive financial system
- Controlling cost
- Cash-handling procedures
- Production record training (as required by state agency)





Summer In-Service Training: Sample

Culinary, food presentation and marketing training is conducted over four days and includes some of the topics listed below. This training is designed to develop a strong culinary and retail foundation for child nutrition associates at El Camino Charter through classroom and hands-on training.

- Marketing the Child Nutrition Program
- Defining the job
- Planning and organizing the workday
- Cooking techniques to develop flavor with chef demonstration
- Basic cooking skills
- Batch cooking
- Knife skills
- Maximizing flavors
- Equipment use and care
- Reading recipes - How to increase or decrease the portions
- Cooking with recipes
- Healthy cooking habits
- Setting up the line for customers
- Presenting the food - We eat with our eyes
- Hands-on kitchen exercise
- Customer service
- Harassment prevention
- Bloodborne pathogens
- Confidentiality
- Acceptable use of technology
- Workplace safety, food safety training, safety commitment pledges
- Food allergy protocol
- Reimbursable meals
- Production records





E. Proposal Questionnaire



Serving Up Happy & Healthy

The Chartwells Promise: To nourish the bodies, minds and spirits of our students and pave the way for a lifetime of success and well-being. We'll serve up happy and healthy to every child, every day.

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.**

[Note: the SFA may choose to add or delete any provisions to their RFP as applicable.]

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.

We Have Deep Resources

Wherever our partnerships take us, the power of Compass Group follows.

Compass Group, our parent company and the world’s largest foodservice company, has industry expertise in a broad range of sectors: hospitals, schools at every level from kindergarten through higher education, workplaces from offices to heavy industry, and sports and entertainment. As part of Compass Group, Chartwells K12 is dedicated exclusively to feeding students across the country.

We’re proud to have some of the longest-running school district partnerships in the industry. Chartwells has 363 district partnerships that have lasted more than a decade, and we’ve established 203 new partnerships in the past five years.

Chartwells proudly serves more than 2 million meals a day to K-12 students from coast to coast who participate in the National School Lunch and School Breakfast programs in an effort to create a happier and healthier generation. We also have knowledge and experience in student and adult a la carte programs as well as catering events in and around the district. Not only are we committed to students, faculty and administrators, we’re also passionate about improving the well-being of the families and communities we serve.

Through our grant writing experience and partnerships with nonprofits, we helped our district partners secure over \$10.4 million in grants during the 2020-2021 school year. On-site Director of Dining Services Chef Eduardo Rojas and District Manager Rafael Negroe can, if requested, complete an equipment replacement plan based on the age and condition of your current equipment found in the school kitchens.

Our references can be found in Attachment F of this proposal, who, if contacted, will relay to you that we have the ability to perform the required services requested by El Camino Real Charter High School.

BY THE NUMBERS
Compass Group Fast Facts

- \$1.1B+**
TOTAL ANNUAL VOLUME
- 4,000+**
TOTAL SERVICE LOCATIONS
- 400+**
DIRECT SUPPLIERS AND DISTRIBUTORS
- 9,300+**
COMPASS ASSOCIATES
*INCLUDES TEMPORARY AND PART TIME



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 size and complexity of SFA's food management services.

Chartwells – A Compass Group Sector

You can rely on Chartwells K12 as your long-term partner. Founded in 1941, our parent company, Compass Group PLC, is \$24.8 billion strong and consistently outperforms our competition in overall growth, organic growth and client retention rate. Our on-site expertise and global foodservice network means we have the resources and dedication to provide an excellent service to your school with the backing of an internationally respected organization.

Why Chartwells?

We Know Food, Students and Schools

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 foodservice network with the on-site expertise of local consultants. With Compass Group's other education sectors, we are currently serving over 80 education accounts in California. Our experience and dedication to serving exceptional food with unwavering quality have paved the way for us in higher education, and now we seek to bring that same level of dedication to your California K-12 school.

What this means to you is that we know the business and what it takes to provide high-quality, nutritious 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 touchpoints from your nutrition program out into the larger community. We'll team up with groups to promote better nutrition and wellness. Schools 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

PARTNERSHIP WITH
675 districts

WE SERVE
2,500,000+
MEALS DAILY

16,000+
CHARTWELLS K12 ASSOCIATES

CONSISTENT LEADERSHIP FOR
20+ years

\$10+ million
IN GRANTS

chartwells 

With more than
675
school district
partnerships,
we have the experience and
resources to create a custom
program specifically designed
with your students, goals
and school community
in mind.



National Experience

We're proud to have some of the longest-running school district partnerships in the industry. Chartwells has 363 district partnerships that have lasted more than a decade, and we've established 203 new partnerships in the past five years. When you speak with our district partners, you'll hear that we consistently provide dependable and excellent service through customized programs that align with the needs of their schools and the desires of their students, delivering on our commitment to serve up happy and healthy. No matter the length of our partnerships, we're focused on meeting – and exceeding – expectations every day by caring for students and associates.

Aligning with El Camino Real Charter High School Is Our Priority

Over the course of our partnership, we have demonstrated our ability to consistently deliver results while understanding and addressing the unique needs and expectations of El Camino. Inspired by our shared mission, we will continue to align with your goals, bringing creative, innovative solutions to the school. Our clear understanding of your culture, objectives and strategic plan enables us to seamlessly continue our partnership.

By providing every student a place to connect with their peers and fuel up for the day ahead, we will continue building on the foundation we've established for a strong, engaged community. Each day the students of El Camino will gather to enjoy a great-tasting, nutritious meal prepared by associates focused on improving quality, variety and service to create a cafeteria where students want to eat.

We look forward to continuing our partnership, working with you to provide an unforgettable experience for your students every single day.

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.

Our Experience with El Camino

- Six years of partnership with El Camino
- 30 collective years of foodservice experience of El Camino 's on-site staff
- 40 years of doing business in California
- 13 school districts in your region

Our sustainable management foundation ensures the foodservice operations at El Camino are strong, efficient and effective. We are honored to have served your students since 2016. We do not take for granted our past relationship but rather make a commitment to El Camino every day we have the honor to serve you. We are proud of our collaborative successes and the environment of mutual trust and integrity we have created. That is a true partnership – one we are proud to be a part of with El Camino and the community we serve.



As part of the fabric of El Camino's community, we understand the impact we have extends beyond providing meals. We help students grow, while encouraging a healthy lifestyle and fostering a sense of happiness in the cafeteria and in the community.

With Leadership Comes Responsibility

Through our extensive experience in the communities we serve, we're making an impact in creating better food systems. We offer:

- Local produce
- Reduced antibiotic chicken
- Cage-free eggs
- rBGH-free milk
- Sustainable seafood
- rBGH-free yogurt
- Eco/fair trade coffee
- Reduced antibiotic turkey

We work closely with local farmers to bring fresh produce straight from the farm to your schools.

We maintain partnerships with local farmers and produce distributors. These partnerships present an opportunity to introduce students to a wide variety of fresh new foods and flavors while benefiting farmers and the entire community. This continues the farm-to-table trend and helps reduce our carbon footprint, making it a win for our students, our communities and our planet.

We're community-minded in everything we do and take our civic responsibility very seriously. We believe Chartwells should be a good neighbor in the communities where we work and live. We encourage our entire foodservice team to engage in community outreach, and we will actively develop relationships with local organizations to support our community.

Our Resources Are Your Resources

Backed by our parent company, Compass Group, we have the stability, resources and innovation to bring your vision to life. We are experts in aligning with your mission, customizing solutions specifically for El Camino. Compass Group also has deep experience in a variety of foodservice sectors.*



Colleges and universities



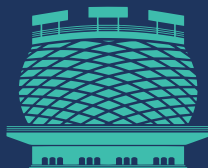
Hospitals



Government facilities



Restaurants



Sporting venues



Corporate cafeterias



Museums and performing arts centers

Direct benefits of these vast resources include cafeteria design concepts, innovation, technology, shared culinary resources and career development opportunities for associates.

* Chartwells does not provide dining foodservices within any correctional facilities, nor does any other Compass Group operating company in the United States.

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

Chartwells sets the standard for K-12 dining services in the United States. We are able to do this because we recognize that every school is different, with distinct needs. Chartwells delivers exceptional service to over 660 school districts and has the best client retention in the business - 97%. We understand that there are no cookie-cutter solutions. However, from time to time, partnerships end for a variety of reasons. While we are always disappointed when this happens, we value the relationships we have built with these districts and are proud to have worked with them.

The following clients have either discontinued partnerships with Chartwells or Chartwells has declined to rebid within the past five years.

2021

No Discontinued or Terminated Service

2020

No Discontinued or Terminated Services

2019

Salinas Elementary School District

840 S. Main St.
Salinas, CA 93901
831-753-5600
District moved back to self-operation

2018

William S. Hart Union High School District

21369 Centre Pointe Parkway
Santa Clarita, CA 91350
661-259-0033
Lost in a competitive bid

2017

Moreau Catholic High School

27170 Mission Blvd.
Hayward, CA 94544
510-881-4300
Lost in a competitive bid

St. Clement Catholic School

790 Calhoun St.
Hayward, CA 94544
510-538-5885
Lost in a competitive bid



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

West Region Organizational Chart





Ashley Hartle • West Division Vice President

Ashley joined Chartwells this year from Compass Group's Eurest. She served as regional vice president from 2018 to 2020, delivering strong business results as well as standout team leadership and talent development skills. Prior to working for Compass Group, Ashley spent more than 20 years leading teams, growing markets and driving results for organizations like Starbucks and Hallmark.



Paul Tapia • Pacific Region Vice President

Paul Tapia has always had a passion for food. An early start in the restaurant industry sparked his interest and lead him to further his culinary education at Kendall College in Chicago, IL. Through culinary school Paul worked at various restaurants in Chicago before moving to Michigan where he joined Morrison in 2002. Paul worked as an Executive Chef in both senior living and healthcare before moving into an operations management. He prides himself on the development of all those he works with and is dedicated to fostering long-term relationships with clients and customers. Paul lives in Colorado and when spending time away from work he enjoys cooking for friends and family, live music and time on the golf course.



Rafael Negroe • District Manager

Rafael has more than 20 years of experience in contract management and leading a diverse portfolio. He has a passion for exceptional customer service, operational excellence and inclusivity. Rafael has a culinary background and worked as an executive chef in the healthcare and hospitality industries. He holds certifications in foodservice, environmental services and project management and earned his Bachelor of Science in business administration at the University of Phoenix.



Bruce Oravetz • Regional Executive Chef

Prior to joining Chartwells, Chef Bruce was senior director of purchasing for Compass Group NAD, supporting the Morrison Living and TouchPoint sectors. Bruce's numerous roles with Compass include senior corporate chef, director of culinary development, director of dining services and executive chef.



Betsy Myers • Regional Dietitian

Betsy joined the Chartwells team in 2018 and provides nutrition, wellness and sustainability support to the West Region.

Betsy's work experience includes several years in private school foodservice supporting K-12 and higher education. There she helped develop and implement nutrition and wellness initiatives along with management of recipes, menu building and allergen control systems. She also has worked in the consumer packaged goods and healthcare industries.

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

Our Balance Sheet

As we continue through the pandemic crisis, our strength as an industry leader has been clearly seen in our financial position. We entered the crisis with the highest credit rating in the industry (strong investment grade credit) and the lowest debt levels.

This established a firm foundation for us to weather the crisis. And although we already had ample liquidity on hand, in May 2020 we announced an equity raise, which gave us the strongest balance sheet in our company's history. While our competitors are burdened with heavy debt, we are able to continue to invest in our business, making strategic decisions that ensure our future success and continue to bring the best to our clients.

Our finance costs are 75% lower than our competitors, equating to hundreds of millions of dollars that we are able to invest back into the business – in clients, people, innovation, cybersecurity and more. We're also continuing to invest in a team dedicated to change management, ensuring that the contract transition process is always seamless and successful.

While our competitors will have pressure and lack flexibility because of their debt load, Compass can be nimble and smart, as we are well-positioned to move through this crisis and continue to deliver for our clients.



Financial Updates

To: Compass Group USA Business Partners
Date: January 4, 2022
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 Bon Appetit Management Co., Canteen One Inc., 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, SSC Service Solutions (Southeast Service Corporation), Wolfgang Puck Catering & Events LLC, and Unidine Corporation. Divisions of Compass Group USA Inc. include Canteen, Chartwells, Eurest Dining, Menus Catering, Occasions Caterers and Protocol Staffing Services.

Through a series of acquisitions and organic growth, Compass Group has become the market leader in North America with annual revenues in 2021 of \$15.3 billion and operating profit of \$833 million, despite the negative impact from the recent COVID-19 pandemic. Compass Group North America's revenues represent 61% of the CGP worldwide total. Compass Group has the privilege of serving such prestigious clients as IBM, United Technologies Corp., SAP, Louisiana State University and Texas A&M University. In addition, Compass Group provides catering to special events such as the U.S. Open and the Academy Awards®.

CGP was formed in 1987 to facilitate the management-led buyout of the Grand Metropolitan PLC catering division. During its 35-year history, CGP has grown significantly from a revenue and value perspective, with a current market capitalization of \$37 billion. CGP trades on the London Stock Exchange under symbol CPG.L and is represented in the FTSE 100 Index. While Compass Group has experienced phenomenal growth, it remains a conservatively managed company with a strong credit rating. Access to the September 30, 2021, CGP annual report is available through the following link:

<https://www.compass-group.com/en/investors/annual-reports.category1.year2021.html>

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
Senior Vice President and Treasurer
Compass Group North America
2400 Yorkmont Road • Charlotte, NC 28217
704-328-7073

Long-Term Financial Stability

You can rely on Chartwells as your long-term partner. In today's economy, not every company can make this commitment.

Per bid criteria, we have included three years of the most recent audited financial statements, including profit/loss statements.

7. Provide a detailed description of promotional, marketing, and food service awareness materials you will use to attract students to the program.

To create awareness and drive participation, we create cafeteria environments that are inspiring, welcoming, and “the happiest place in school.” We know kids value experiences as much as they do delicious food. We’ll enhance the dining experience with:

- Prominent welcome signs and menu boards
- Fun, themed design concepts
- Culinary station signs - clearly displayed
- Restaurant-like merchandising and smallwares



Scan here to learn more about our Environments designs



Our goal every day is to make sure kids leave the cafeteria happier and healthier than they came in.

We promote our fun student engagement programs to create interest in nutrition education, drive participation, and bring the “happy” to the cafeteria and beyond. For each program, we provide a complete marketing toolkit of:

- Banners
- Pop-up event kits (backdrops/table covers)
- Social media posts
- Videos
- Take-home materials with QR code instructions
- Fun swag items & at-home activities

Student Choice

Student Choice gives students a true voice in deciding what culinary concepts are featured on the menu through fun tasting and voting events in the cafeteria as well as grab-and-go tasting with text-to-vote. Winning concepts are then built into the school lunch menu as a limited-time offer until the next vote. Concepts are regularly refreshed to keep the program exciting.



Engagement and Communication



Discovery Kitchen

Our flagship nutrition education program with monthly theme-based events sparking curiosity and adventure in the classroom, cafeteria and even at home. Students are invited to watch exciting cooking demonstrations, taste new foods, or get hands-on with creating their own culinary masterpiece. Monthly themes connect delicious food with nutrition lessons, examples of these themes and promotional materials are below:

Discovery
KITCHEN

January

The Great American Roadtrip

Take a culinary adventure through the USA



February

Smart Snacking

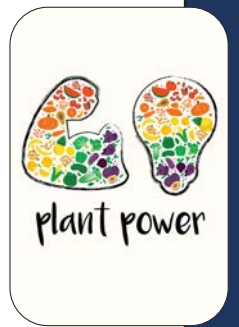
Create mini, balanced meals with "snack" foods



March

Plant Power

Learn how tasty plant-based foods help power our bodies and minds



Fun Days

In addition to Discovery Kitchen and Student Choice events and promotions, we've created a library of Fun Day promotions that can be utilized throughout the year. Favorites include:

- National Pizza Day
- National School Breakfast Week
- Lucky Lunch Day
- 100th Day of School
- Taco Tuesdays
- And many more seasonal and food holidays!

Getting the Word Out

Marketing communication will reach students, families, and the school community to let them know about what's new in the foodservice program, including: new menu items, fun events, and nutritional tips. Look for:

- **Social media content** - Provided to the district's communications team for posting on Facebook, Twitter, YouTube or other communications platforms.
- **Nutrislice** - Online breakfast and lunch menus via website or mobile app, also featuring nutritional info for every menu item, allergen alerts and the ability to rate dishes.
- **Newsletters** - A summary of what's new, what's happening and what's coming up.

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

Transition Timeline

While there is no cost to transition when you retain Chartwells, we still want to illustrate our experience transitioning school districts to a Chartwells partnership. More importantly, this demonstrates our ability to build and execute a successful transition plan for any project or initiative we encounter together.

Below is an example of our transition plan.

Tasks to be Completed Week 1

Administrative

- Review/draft contract
- Schedule weekly meetings with client administration
- Develop agenda for associate orientation
- Schedule associate welcome and introduction meeting with Chartwells and administration, school principals, nurses, etc.
- Set up method for completing background checks, drug testing and any other items as required by the RFP
- Review staffing at all schools
- Develop PR and communication plan for general public, administration and foodservice staff

Operations

- Confirm Chartwells office space
- Determine client banking policies and procedures
- Review health certificates
- Obtain breakfast, lunch and snack times for all sites
- Determine POS infrastructure and any additional needs by school
- Begin walk-throughs of every location to assess equipment and compile repair and/or replacement needs
- Determine smallwares and merchandising needs for each location and place orders

Human Resources

- Develop opening associate meeting agenda
- Communicate agenda and handouts for associate orientation meeting
- Contact associates to inform them of meeting date/time

Tasks to be Completed Week 2

Operations

- Begin setting up Chartwells client website linked to the school website
- Secure school directory (names, addresses, phone, email addresses, fax numbers), maps, etc.
- Meet with client contract administrator to finalize menus
- Update any required licenses
- Set up client database
- Develop introduction letter for students/parents
- Post menu, nutrition information and newsletter on foodservice website, including a la carte menu and meal pricing
- Prepare open house and registration calendar
- Meet with school public relations/communications to map communications channels, materials and timing (for newsletters, press materials, social media, etc.)

Human Resources

- Determine culinary training needs and set a training schedule for associates
- Establish emergency medical procedures
- Order uniforms for all associates
- Develop staffing requirements based on start and end times for each meal period



Tasks to be Completed Week 3

Operations

- Clear firewalls for accounting resource websites
- Develop emergency phone list
- Contact Diversey rep to tour facilities, inspect equipment and assess needs
- Order signage, spray bottles and labels
- Develop equipment repair procedures, equipment maintenance logs and work order procedures
- Meet with site administrators at all locations to determine specific needs

Finance/Accounting

- Establish a procedure for the reporting and management of catering orders
- Determine client's internal accounting procedures
- Finalize banking and change order procedures

Culinary and Merchandising

- Verify all merchandising, smallwares and equipment have been received
- Plan opening day celebration
- Review servery plans and setup with cafeteria managers
- Develop and print POS signage
- Review monthly promotional calendar with cafeteria managers

Human Resources

- Finalize hiring of hourly associates
- Set up hourly staff on Chartwells payroll (as planned)
- Ensure all new hire background checks and drug screen results are back

Tasks to be Completed Week 4

Monday

- Associate welcome meeting
- Orientation/onboarding
- Safety training
- Diversity and inclusion training
- Distribute uniforms

Tuesday

- Cleaning and receiving deliveries at each location
- Install signage and equipment

Wednesday

- Review HACCP Food Safety Plan
- Review station standards
- Team-building exercise
- Review basic kitchen skills/protocol with all staff
- Begin food production

Thursday

- Discussion regarding the NSLP and USDA reimbursable meal guidelines
- Review menus, recipes and production record procedures
- Conduct allergy training
- Continue food production
- Welcome reception and dinner for team, location TBD

Friday

- Final dry run lunch and breakfast setup





F. Respondent References



Serving Up Happy & Healthy

Even more important than our years of experience is what our clients have to say!

Attachment F: Respondent References

List three references to which the Respondent has provided food service management services within the past 5 year(s).

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

Reference 1		
Name of Reference La Canada Unified School District		
Street Address 4490 Cornishon Ave		
City La Canada	State CA	Zip Code 91406
Contact Person Mark Evans	Contact Title Associate Supt., Business and Administrative Services	Tel. Number 818-952-8300, ext. 4234
Brief Description of Services Provided NSLP, SBP, A la Carte, and Catering		
Dates of Service: July 1, 2015 to Present		

Reference 2		
Name of Reference Martinez Unified School District		
Street Address 921 Susana Street		
City Martinez	State CA	Zip Code 94553
Contact Person Helen Rossi	Contact Title Interim Superintendent of Administrative Services	Tel. Number 925-335-5925
Brief Description of Services Provided NSLP, SBP, A la Carte, Catering and SFSP		
Dates of Service: July 1, 2019 - Present		

Reference 3		
Name of Reference Buckeye Union High School District		
Street Address 1000 E. Narramore		
City Buckeye	State AZ	Zip Code 85326
Contact Person Roland Carranza	Contact Title Associate Supt. Of Operations	Tel. Number 623-269-1010
Brief Description of Services Provided NSLP, SBP, A la Carte, and Catering		
Dates of Service: July 1, 2004 - Present		



17000 Haynes Street
Lake Balboa, CA 91406
818.758.5200

April 20, 2022

Dear Superintendent, CBO, and Board Members,

Understanding 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. BCCHS selected/renewed Chartwells three years ago for a second five-year contract agreement. BCCHS have a very effective District Manager and Food Service Director that have really helped us prepare for the State of California, Department of Education Universal Meals Directive.

I would like to highlight some of the ways Chartwells has made a positive impact for our district.

- **Innovation:** Chartwells has brought new ideas and opportunities to the district. Our focus this School Year has been to improve and increase our access points outside of the cafeteria. Chartwells District Manager has helped develop, supervise, and implement stations that has exceeded our expectations in throughput and esthetics.

They are also working towards establishing relationship with our culinary arts program by providing potential partnerships in education, internship in the kitchen, and student participation in kitchen operations. This team continues to look for ways to build a strong program where students can have quality food in such short window of time.

- **Responsiveness:** Chartwells has taken initiative to keep direct lines of communication open. The District Manager communicates with BCCHS on a weekly basis. The Chartwells team has quickly responded to any advisory meetings.
- **Adaptability:** The pandemic posed challenging circumstances for everyone and Chartwells has been able to adapt quickly to the demands of the pandemic and to meet the need of BCCHS students and their families.

During the Closures, Chartwells continued to offer quality food choices with an increase in demand by our entire community. With an 85% Free and Reduced eligible BCCHS continued to address community needs during the school closures.

Upon return Chartwells quickly adapted its menus to be more appealing to our students in a more grab-n-go manner and has also significantly increased bringing quality food to staff at reasonable prices.

Please feel free to contact me should you have any questions. I consider Chartwells a part of our district family.

Respectfully,

William Covington, Chief Business Officer



MARTINEZ UNIFIED SCHOOL DISTRICT

"Together we will ensure diverse paths to support all students to be college and career ready, equipped to compete and contribute in a global society."

SCHOOL BOARD

*Jeremie Ginelli
Anne Horack Martin
Courtney Masella-O'Brien
Deidre Siguenza
Jonathan T. Wright*

DISTRICT STAFF

Superintendent
Dr. Julie Synyard

**Assistant Superintendent
Administrative Services**
Helen Rossi

**Director
Educational Services**
Amy Black

**Director
Student Services**
Janelle Eyet

**Director
Personnel Services**
Stacy Joslin

**Coordinator
Technology Services**
David Wildy

SITE

ADMINISTRATORS
Alhambra High
*Matt Chamberlain
Principal*

**Vicente Martinez/
Briones School**
*Lori O'Connor
Principal*

**Martinez
Junior High**
*Kerry Cusack
Principal*

**John Muir
Elementary**
*Kathy Frazer
Principal*

**John Swett
Elementary**
*Mike Cannon
Principal*

**Las Juntas
Elementary**
*Karen Carlson
Principal*

**Morello Park
Elementary**
*Ami Nichols
Principal*

**Martinez Adult
Education**
*Suzanne Murphy
Director*

**Martinez Early Intervention
Preschool Program**
*Lori O'Connor
Principal*

To Whom It May Concern:

The Martinez Unified School District partners with Chartwells School Dining for management and program assistance with our food services program. Our partnership began at the beginning of the 2019-20 School Year and we are pleased with our choice.

The feedback that our district administration has received from students, parents and staff has been positive. One of the reasons we selected Chartwells was their commitment to culinary excellence and to improving our program, as our previous partnership was not delivering on fundamental key indicators.

Student participation in the lunch program over the first six months of school (September through February) had increased by over 15% compared to the same period from the prior year. The Covid-19 pandemic has presented challenges and together with Chartwells management team, we have found our way thru the uncharted territory of exceptions, waivers and other pandemic related challenges.

The partnership with Chartwells has been very positive, collaborative, and rewarding. The new food service program has had a positive impact on the lives of our students and their nutritional health.

The Martinez Unified School District is happy to write this letter of recommendation, if you have any questions about your potential partnership with Chartwells, please do not hesitate to contact me.

Sincerely,

Helen A Rossi
Assistant Superintendent
Administrative Services

921 Susana Street – Martinez, CA – 94553 Phone (925) 335-5800 Fax (925) 335-5961
www.martinez.k12.ca.us



Da Vinci Schools

201 N. Douglas St., El Segundo, CA 90245 • Phone (310) 725-5800 • www.davincischools.org

April 1, 2021

To Whom It May Concern:

Da Vinci Schools has partnered with Chartwells/Compass Group USA, Inc in a Food Service Management Company. Our partnership began as of June 22, 2018.

Our partnership has been one of the best choices our school has made. We have had overwhelmingly positive feedback from our administrations, staff, students and parents on the food choices, taste and presentation. Despite the fact that we do not have a full kitchen in our schools, Chartwells brings in food that is freshly made and appetizing.

In fact, Chartwells has made such an impression on our students that they have increased our participation rate by over 50%. They were able to accomplish this rather quickly, within just a few months. The variety of lunches served combined with the wide variety of fresh fruits and vegetables offered daily and presentation won over our administration, staff, students and parents. The choices of foods they offer are not only healthy for students and staff, but they maintain the integrity of the National School Lunch Program.

Another aspect of Chartwells that has made our partnership flourish is the collaboration and hard work brought in by the Chartwells' staff. Chartwells has taken the time to hire staff that is hard working and cheerful and ready to put our students first. They are fast and efficient, keep our kitchen area meticulously clean, serve their food with pride and also make sure that visually everything looks attractive to catch the eyes of the students. Our students have gotten to know the Chartwell staff so well that when one of them is missing they will ask about them.

Working with Chartwells has also brought us peace of mind when it comes to health inspections from the County and audit reviews from the State. We have never had an issues and have passed all requirements with flying colors.

Da Vinci Schools is pleased to recommend Chartwells to any school needing food services. If you have any questions about a potential partnership with Chartwells, please do not hesitate to contact me.

Sincerely,

Sara Deulofeu
Operations Administrator
Da Vinci Schools



February 4, 2022

To Whom It May Concern,

Clayton Valley Charter High School has been very pleased with our experience having Chartwells as our Food Service Management Company. Chartwells has always done a wonderful job of helping us navigate through COVID and CDE Administrative Reviews.

The whole Chartwells team has been very professional and have provided the best service possible. Everyone on our team has done a great job making changes with all the new demands that have been put on schools in California.

Clayton Valley Charter High School is proud of what we have built here with Chartwells and plan to continue our partnership for years to come.

Dawn Peterson

National School Lunch & Facilities Manager

Clayton Valley Charter High School

(925) 682-7474

CYCHS MAIN CAMPUS
1101 Alberta Way, Concord, CA 94521
Phone (925) 682-7474 • Fax (925) 825-7859

CYCHS DISTRICT OFFICE
1520 Kirker Pass Road, Suite B, Clayton, CA 94517
Phone (925) 524-7100 x101 • Fax (925) 954-4271

EMAIL - INFO@CLAYTONVALLEY.ORG • WEBSITE - WWW.CLAYTONVALLEY.ORG



WISEBURN UNIFIED SCHOOL DISTRICT

Blake Silvers, Ed.D., Superintendent

Board of Trustees

Neil Goldman, President • Nelson Martinez, Vice President/Clerk
Roger Bañuelos, Member • JoAnne Kaneda, Member • Israel Mora, Member

March 5, 2021

To Whom It May Concern:

Wiseburn Unified School District has partnered with Chartwells School Dining for management and program assistance with our food service program since 2014-15 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 meals look and taste. One of the reasons we selected Chartwells as our food service management company was their commitment to culinary excellence. They revived our food service program by introducing “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 during the first six months of school (September through February) had increased by over 25% compared to the same time from the prior year.

During the COVID-19 pandemic, they have been able to quickly pivot their service to a “grab and go” style lunch without skipping a beat. Chartwells has been receptive to our ever-changing needs during the pandemic and have proven they truly are a partner and value our students and families as much as we do.

The partnership with Chartwells has been very positive and the collaboration and hard work by everyone has been a rewarding experience. The food service is affecting students’ lives for the better, 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 your potential partnership with Chartwells will affect your district, please do not hesitate to contact me and I would be happy to share our experience with you.

Respectfully,

Dave Wilson
Chief Business Official

201 North Douglas Street, El Segundo, CA 90245 • Phone: (310) 725-2101 • Fax: (424) 277-1590



G. Authorization Agreement



Serving Up Happy & Healthy

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

Dates of Service

Attachment G: Authorization Agreement

Request for Proposal for Food Service Management Company
RFP Number: **RFP 2022-001**

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 **El Camino Real Alliance**.
5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for **El Camino Real Alliance**.
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: 2400 Yorkmont Road

City: Charlotte State: NC Zip: 28217

Email Address: Belinda.Oakley@compass-usa.com

Web Site Address: www.compass-usa.com

Name of Authorized Representative: Belinda Oakley

Title of Authorized Representative: CEO, Chartwells K12


Signature of Authorized Representative


Date Signed: 4/13/2022





H. Fee Proposal

Serving Up Happy & Healthy



Choosing to continue our collaborative partnership means you can focus on your main priority – putting students first. Having the financial security of a large corporation in tandem with the individualized, local attention of a small company is one of the greatest benefits to our partners. With Chartwells, you are guaranteed a long-term commitment to financial stability, transparency and success.

CONFIDENTIAL

The Respondent must complete the Fee Proposal (Attachment H) and return it with the proposal package.

Attachment H: Fee Proposal

All costs are based on an average daily participation of **1365** number of meals served on **180** number of school days.

COST BREAKDOWN		
Respondent Instructions ⇒ Provide a breakdown of all costs included in the fixed price, including personnel costs. ⇒ 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 Goods and Services included in the Fixed Price)</i>	Annual Cost
1.	Food/Supplies	\$ 471,150.76
2.	Management Labor to include payroll taxes and benefits	\$ 374,158.55
3.	Direct expenses	\$ 28,836.00
Sub Total		\$ 874,145.31
Personnel Costs		Annual Cost
5.	Management Fee Per Meal	\$ \$ -
6.	Consultant Fee Per Meal	\$ \$ -
Sub Total		\$ \$ -
GRAND TOTAL		\$ 874,145.31

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 donated foods and must include all meal programs applicable.			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast 1:1	98,886	2.48	\$ 245,237.28
Lunch 1:1	151,114	4.057	\$ 613,069.50
Snacks	70,000		
Non-reimbursable Meals (a la carte)	3,904	4.057	\$ 15,838.53
TOTAL	323,904	\$	\$ 874,145.31

El Camino Real Charter High School & Chartwells

It has been an honor for all of us at Chartwells to partner with El Camino for the past six years. We are proud to play a vital role in your business model, and we are pleased to present our comprehensive financial strategy, including the required submittals outlined in the RFP, to support and drive a program that serves up happy and healthy meals in inviting spaces.

We understand better than anyone else what it takes to deliver quality, local and fresh meals to every student, every day at El Camino. Our insights, experience, ability and resources allow us to evolve with your school as it grows, expands and takes on greater responsibilities. We will honor and protect the integrity of your reputation. We have not and will not compromise your student experience or financial stability in pursuit of the lowest price.

You
can rely
on us for
the long
term.

Our Financial Proposal for El Camino Real Charter High School

Chartwells is the only company able to provide a proven price proposal you can trust and depend on for your foodservice program. Our pricing strategies and proprietary operational processes have been molded to align with the needs of the El Camino Real Charter High School foodservice program. The experience we bring from working with more than 675 district partners nationwide gives your school the security, efficiency and experience needed for great financial results. Our financial solution provides an optimal, balanced distribution of quality, service and price.

Proposed Fixed Cost Per Meal

Fixed Cost Per Meal for Breakfast - \$2.48

Fixed Cost Per Meal for Lunch and Meal Equivalents - \$4.057

The fixed cost per meal will be charged for each meal equivalent as follows:

- Each reimbursable lunch and supper will be calculated as one (1) meal = one (1) meal equivalent
- Each reimbursable breakfast will be calculated as one (1) meal = one (1) meal equivalent
- Computation of the lunch equivalency rate for a la carte sales is based on the equivalent meal factor of \$4.057

Value Commitment

Choosing to renew your partnership with Chartwells guarantees that you continue to receive the highest-quality service at the most competitive rate.

Your fixed cost per meal includes:

- An attractive projected return of \$188,710
- Immediate investment of \$20,000 at Chartwells' expense for a complete signage upgrade at your school
- A competitive but responsible price to the school that ensures no reduction in service or quality
- Food cost that guarantees we continue to meet expectations for quality and variety
- Retention of your dedicated and experienced team, including Chef Eduardo Rojas, director of dining services and Rafael Negroe, district manager
- Competitive wages that attract and retain quality frontline staff
- Benefit packages that enrich the lives of our team members
- An unmatched California network of support that includes experts and resources for marketing, communications, culinary, nutrition, wellness, regulatory, client relations, safety and operations
- Continued support of the El Camino Real Charter High School students and community it serves.

Our financial proposal is built on the following assumptions:

- Information provided in the RFP
- Serving days not to be less than provided in the RFP
- Cash and/or reimbursement levels from state and federal sponsors do not fall below the levels estimated in Chartwells' proposal
- Communication during the prebid meeting
- Ability to incorporate all programs and concepts recommended in the proposal
- A mutually agreed upon contract between El Camino Real Charter High School and Compass Group by and through its Chartwells division

Value for Your Dollar

Other companies may propose a lower fixed cost per meal, but that price could jeopardize the quality of programs, services, support and innovation. Included in our proposed cost are specialized local resources, innovative operating systems and procurement capabilities that will allow the El Camino Real Charter High School program to operate at optimum efficiency and provide the highest level of student satisfaction.

Proposed Foodservice Program Return - \$188,710

It is a privilege to serve El Camino Real Charter High School, and we are proud to be an integral part of your community. Over the years, our dedicated team has worked diligently to bring best-in-class programs and positive financial results to the school. That passion and commitment will never waver.

We know today's students are looking for what's new and fun as part of a unique, in-school dining experience. Our collaboration has increased participation and allowed us to invest surplus funds back into the program, creating opportunities to offer more of what's important to students and the community. Together, we've created a successful model that will continue to bring an even higher level of innovation and growth to El Camino Real Charter High School in the years ahead.

Signage Investment - \$20,000

Included in our financial proposal is \$20,000 at our expense for a complete signage refresh at your schools. Chef Rojas will continue to assess the marketing, service and equipment needs in your cafeterias and will provide you with recommendations to maintain and improve the environment in the cafeterias for years to come.



French Toast Bites with Fresh Strawberries and Yogurt Drizzle



Eggplant Provolone Panini



I. Certifications



Serving Up Happy & Healthy

The Respondent must complete the certifications (Attachment I) and return them with the proposal package.

Attachment I: Certification Regarding Lobbying

The undersigned certifies, to the best of their knowledge and belief, that:

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

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


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

2400 Yorkmont Road
Street address:

Charlotte, NC 28217
City, State, Zip:

Belinda Oakley
Certified by: (type or print)


CEO, Chartwells K12
Title

 4/13/2022
Signature & Date

NOT APPLICABLE
Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> contract</p> <p><input type="checkbox"/> grant</p> <p><input type="checkbox"/> cooperative agreement loan</p> <p><input type="checkbox"/> loan guarantee</p> <p><input type="checkbox"/> loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> bid/offer/application</p> <p><input type="checkbox"/> initial award</p> <p><input type="checkbox"/> post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> initial filing</p> <p><input type="checkbox"/> material change</p> <p>For material change only:</p> <p>Year</p> <p align="center">_____quarterDa</p> <p>te of last report_____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>_____Prime _____Sub awardee</p> <p>Tier_____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub awardee,</p> <p>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>10a. Name and Address of Lobbying Registrant</p> <p>(if individual, last name, first name, MI):</p>	<p>10b. Individuals Performing Services</p> <p>(including address if different from No. 10a)</p> <p>(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:  Print Name: <u>Belinda Oakley</u> Title: <u>CEO, Chartwells K12</u> Telephone No.: <u>704-328-4000</u> Date: <u>4/13/2022</u></p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.

Debarment, Suspension, and Other Responsibility Matters

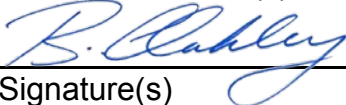
As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

- A. The Respondent 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 Respondent is unable to certify to any of the statements in this certification, they 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

Belinda Oakley, CEO, Chartwells K12
Name(s) and Title(s) of Authorized Representatives


Signature(s)

4/13/2022
Date

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		
	El Camino Real Charter High School		
	FOOD SERVICE MANAGEMENT COMPANY NAME AND FEDERAL TAX IDENTIFICATION NUMBER		
	Compass Group USA, Inc., by and through its Chartwells Division		56-1874931
2	The term of this Contract is for one year, commencing on	7/1/2022	and ending on 6/30/2023
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	<i>Enter page(s)</i>	
	Contractor Proposal Received	<i>Enter page(s)</i>	
	Attached Terms and Conditions	<i>Enter page(s)</i>	
	Exhibit A: Scope of Work	<i>Enter page(s)</i>	
	Exhibit B: Schedule of Fees	<i>Enter page(s)</i>	
IN WITNESS WHEREOF, the parties hereto have executed this Contract.			
FOOD SERVICE MANAGEMENT COMPANY			<i>California Department of Education Use Only</i>
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) 4/13/2022	
PRINTED NAME AND TITLE OF PERSON SIGNING			
Belinda Oakley, CEO, Chartwells K12			
ADDRESS			
2400 Yorkmont Road, Charlotte, NC 28217			
SCHOOL FOOD AUTHORITY			
NAME of SFA			
BY (Authorized Signature) 		DATE SIGNED (do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING			<input type="checkbox"/> Exempt per:

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

DEBRA BOWEN
Secretary of State

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUL 01 2011

**AMENDED STATEMENT BY
FOREIGN CORPORATION**

COMPASS GROUP USA, INC.

(Name of Corporation)

_____, a corporation organized

and existing under the laws of DELAWARE, and which is presently
(State or Place of Incorporation)

qualified for the transaction of intrastate business in the State of California, makes the following statement:

That the name of the corporation has been changed to that hereinabove set forth and that the name relinquished at the time of such change was _____

COMPASS GROUP USA, INC. WHICH WILL DO BUSINESS IN CALIFORNIA

AS COMPASS GROUP FOODSERVICE

COMPASS GROUP USA, INC.

(Name of Corporation)



(Signature of Corporate Officer)

C. PALMER BROWN, SENIOR VICE PRESIDENT

(Typed Name and Title of Officer Signing)





J. Certificate of Independent Price Determination



Serving Up Happy & Healthy

The Respondent must complete the certifications (Attachment J) and return them with the proposal package.

Attachment J: Certificate of Independent Price Determination

The Respondent(s) shall execute this Certificate of Independent Price Determination.

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

A. By submission of this offer, the offeror (Respondent/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, for the purposes of restricting competition, any consultation, communication, with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor, before a bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; 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 signature on the offer is considered to be a certification by the signatory that the signatory:


1. Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; or
2. (i) Has been authorized, in writing, to act as agent for the following principals in offering that those principals have not participated in, and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.
 - Insert full names of person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of their position in the offeror’s organization.

(ii) As an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs

(A)(1) through (A)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above, and

C. If the offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.


	Belinda Oakley CEO, Chartwells K12	4/13/2022	
Signature of FSMC's Authorized Representative	Title	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.



K. 21-Day Cycle Menu

Serving Up Happy & Healthy



Food is a big part of everyone's well-being, and students need a place to eat where they can connect with others, recharge and enjoy a sense of happiness in their school. That's why we serve food kids love to eat and create programs that encourage fun and discovery. Most importantly, we believe that happy cafeterias start with our people so we empower them to go above and beyond to bring their personal "extra" for even more creativity and joy at mealtime. **Our goal every day is to make sure that students leave the cafeteria happier and healthier than when they came in.**



The Respondent must submit a 21 Day Cycle menu (Attachment K) for all programs to be served (7 CFR, sections 210.16[b][1] and 220.7[d][2][i] and 2 CFR Part 226, if applicable) for the proposal package.

El Camino Real Charter High School Menus

Menus are the foundation of the foodservice program. Each state and region has its favorite local foods, and every district has different goals and objectives. With all these variations, it's clear a one-size-fits-all approach to menu planning won't give your program the edge you're looking for.

We'll leverage our experience to develop a program that meets your nutritional, financial and participation goals while serving up happy and healthy to your students every day.

That's why we approach menus regionally and customize locally. Menus are developed, adjusted and fine-tuned locally based on tastes, demographics and the particular culture of your cafeterias.

Food items are selected based on geographic area to:

- Optimize the use of USDA foods
- Incorporate fresh local fruits and vegetables
- Comply with local wellness policies
- Respond to regional tastes and preferences, naturally increasing participation
- Implement the latest food trends

All menus meet demanding nutrition and quality assurance requirements and adhere to environmental sustainability expectations.



Menu Development Process

The way we develop menus is comprehensive and inclusive. As part of our menu development process, we:

- Utilize the USDA recipe database as a platform to build more innovative, unique and cutting-edge recipes with an emphasis on nutrition, flavor and marketability.
- Review current local, regional and national industry trends and school meal program requirements.
- Obtain input from students, Chartwells local management, chefs and foodservice staff multiple times throughout the year. We work to incorporate their ideas into nutritious and USDA-compliant recipes and menu concepts.
- Review feedback from our wellness and Youth Advisory Council committees.
- Collaborate with registered dietitians throughout the menu development process to maximize the quality, nutrition integrity, USDA compliance and student acceptability of all ingredients, recipes and menus.
- Test recipes and conduct student taste tests for new menu items.



Menu Growth and Evolution

We don't take a one-size-fits-all approach to menu development. Each one is based on district and individual school preferences, and they evolve throughout the year as we get an even greater understanding of what your students like to eat. Every meal is chef-designed and registered dietitian-approved, and our culinary and dietetic teams collaborate with your local leadership to shape the menu every month. We strongly believe new and unique menu items drive participation. Just as students get excited about new foods and flavors, our team is motivated to seek out the latest trends to deliver what students want most.

When students are well-nourished and healthy, they are in the best position to learn and achieve academic success.



How We Manage Food Allergies

- We work closely with your students who have food allergies and medical conditions that require a modification to their menu. We involve parents, school nurses and school administrators in the school's food allergy policy.
- Our Nutrislice app has an allergy filter so parents and students can easily identify menu items that contain any of the major allergens.
- We provide a food allergy protocol to all of our school managers and directors to assist them in the day-to-day process of accommodating students with special dietary needs.
- We maintain an ingredient, recipe and menu database. Webtrition highlights food allergens in all of the ingredients and recipes we use to assist managers when modifying menus.
- We train our managers to review the ingredient statement of each food ingredient, product or recipe.
- We provide a series of web-based training modules for all directors and managers that include quizzes. Records are kept indicating their completion.
- Food Allergy Research and Education (FARE) has reviewed all of our food allergy training programs and recognized them with the FARECheck certification.

FARECheck

We are proud Chartwells was the first in the child nutrition industry to have our allergen management training courses certified by Food Allergy Research and Education (FARE). FARE has reviewed all of Chartwells' food allergy training programs and accredited them with the FARECheck certification.

Partnering with FARE helps ensure our training programs remain aligned with the latest advancements in food allergen management and keeps the safety of our students as the No. 1 priority.



Menu Adoption

We are committed to continuous improvement of the foodservice program at El Camino Real Charter, according to your culture, food preferences, nutritional concerns and production availability. Chartwells understands student, parent and staff involvement through inclusive promotion, education and communication is critical to a successful nutrition program. We involve all stakeholders in program evaluation, menu selection and discussion of nutrition issues and increase awareness about healthy eating and wellness to make informed decisions.

We can predict the food trends that will define the culinary landscape for the next several years. We classify trends into four stages: inception, adoption, proliferation and ubiquity. Trends start in fine dining restaurants and ethnic grocery stores, but they're still risky at this stage. When trends are accepted, they start to show up on food truck menus and in independent casual dining restaurants. Then they spread to quick-service restaurants, chains and college campuses. At this stage, we know they have the best chance for success. Eventually they become common and appeal to almost everyone.

About the Menu Selections

We have more than 20 years of experience developing menus for students of all ages. Our experience crafting menus specifically for the students of El Camino Real Charter High School and our streamlined approach will increase participation for each grade level, meet and exceed USDA standards, and engage key district stakeholders in the menu customization process.

The menus provided on the following pages show the broad scope of on-trend food concepts popular with today's youth. At the core of each menu are ingredients and recipes that have been vetted for nutritional quality and culinary innovation by our regional executive chefs and registered dietitians.

What's on the Menu?



El Camino Real Charter High School Breakfast Menu

	Monday	Tuesday	Wednesday	Thursday	Friday
Main Entrees	Griddle Style Pancakes with Syrup, Maple Flavored Syrup, Fluffy Scrambled Eggs	Whole Grain French Toast Sticks with Maple Flavored Syrup, Maple Flavored Syrup, Fluffy Scrambled Eggs	Whole Grain Waffles with Syrup, Fluffy Scrambled Eggs, Maple Flavored Syrup	Chicken Biscuit Breakfast Sandwich, Fluffy Scrambled Eggs	Plain Whole Grain Bagel, Fluffy Scrambled Eggs, Light Cream Cheese
Alternate Entrees	Cinnamon Toast Crunch Cereal, Frosted Corn Flakes Cereal, Maple Cranberry Oatmeal	Cinnamon Toast Crunch Cereal, Frosted Corn Flakes Cereal, Maple Cranberry Oatmeal	Cinnamon Toast Crunch Cereal, Frosted Corn Flakes Cereal, Maple Cranberry Oatmeal	Cinnamon Toast Crunch Cereal, Frosted Corn Flakes Cereal, Maple Cranberry Oatmeal	Cinnamon Toast Crunch Cereal, Frosted Corn Flakes Cereal, Maple Cranberry Oatmeal
Sides for All Meals	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, 100% Fruit Juice, Fresh Fuji Apple	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, 100% Fruit Juice, Fresh Fuji Apple	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, 100% Fruit Juice, Fresh Fuji Apple	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, 100% Fruit Juice, Fresh Fuji Apple	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, 100% Fruit Juice, Fresh Fuji Apple

This institution is an equal opportunity provider.
Milk options include 1% low-fat, skim chocolate and skim strawberry.

What's on the Menu?



El Camino Real Charter High School Breakfast Menu

	Monday	Tuesday	Wednesday	Thursday	Friday
Main Entrees	Sausage & Pancake Stick with Syrup, Maple Flavored Syrup, Iced Cinnamon Roll	Fresh Baked Whole Grain Biscuit, Creamy Peppery Sausage Gravy, Fluffy Scrambled Eggs	Griddle Style Pancakes with Syrup, Fluffy Scrambled Eggs, Maple Flavored Syrup	Whole Grain Blueberry Bagel, Fluffy Scrambled Eggs, Light Cream Cheese	Breakfast Turkey Sausage Pizza, Fluffy Scrambled Eggs
Alternate Entrees	Fruity Cheerios Cereal Bar, Cocoa Puffs Cereal, Apple Cinnamon Oatmeal	Fruity Cheerios Cereal Bar, Cocoa Puffs Cereal, Apple Cinnamon Oatmeal	Fruity Cheerios Cereal Bar, Cocoa Puffs Cereal, Apple Cinnamon Oatmeal	Fruity Cheerios Cereal Bar, Cocoa Puffs Cereal, Apple Cinnamon Oatmeal	Fruity Cheerios Cereal Bar, Cocoa Puffs Cereal, Apple Cinnamon Oatmeal
Sides for All Meals	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, 100% Fruit Juice, Orange Wedges	Turkey Sausage Patty, Whole Grain Toast, Hard Boiled Egg, 100% Fruit Juice, Orange Wedges	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, 100% Fruit Juice, Orange Wedges	Turkey Sausage Patty, Whole Grain Toast, Hard Boiled Egg, 100% Fruit Juice, Orange Wedges	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, 100% Fruit Juice, Orange Wedges

This institution is an equal opportunity provider.
Milk options include 1% low-fat, skim chocolate and skim strawberry.

What's on the Menu?



El Camino Real Charter High School Breakfast Menu

	Monday	Tuesday	Wednesday	Thursday	Friday
Main Entrees	Whole Grain Waffles with Syrup, Fluffy Scrambled Eggs, Maple Flavored Syrup	Egg and Cheese English Muffin Sandwich, Fluffy Scrambled Eggs	Griddle Style Pancakes with Syrup, Fluffy Scrambled Eggs, Maple Flavored Syrup	Turkey Sausage Biscuit Sandwich, Fluffy Scrambled Eggs	Whole Grain Blueberry Bagel, Fluffy Scrambled Eggs, Light Cream Cheese
Alternate Entrees	Strawberry Cheerios Cereal Bar, Golden Grahams Cereal, Peachy Cinnamon Oats	Apple Cinnamon Cheerios Cereal, Golden Grahams Cereal, Peachy Cinnamon Oats	Strawberry Cheerios Cereal Bar, Golden Grahams Cereal, Peachy Cinnamon Oats	Apple Cinnamon Cheerios Cereal, Golden Grahams Cereal, Peachy Cinnamon Oats	Strawberry Cheerios Cereal Bar, Golden Grahams Cereal, Peachy Cinnamon Oats
Sides for All Meals	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, 100% Fruit Juice, Chilled Pineapple Tidbits	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, 100% Fruit Juice, Chilled Pineapple Tidbits	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, 100% Fruit Juice, Chilled Pineapple Tidbits	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, 100% Fruit Juice, Chilled Pineapple Tidbits	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, 100% Fruit Juice, Chilled Pineapple Tidbits

This institution is an equal opportunity provider.
Milk options include 1% low-fat, skim chocolate and skim strawberry.

What's on the Menu?



El Camino Real Charter High School Breakfast Menu

	Monday	Tuesday	Wednesday	Thursday	Friday
Main Entrees	Whole Grain French Toast Sticks with Maple Flavored Syrup, Fluffy Scrambled Eggs, Maple Flavored Syrup	Turkey Sausage Biscuit Sandwich, Fluffy Scrambled Eggs	Griddle Style Pancakes with Syrup, Fluffy Scrambled Eggs, Maple Flavored Syrup	Sunbutter & Jelly Pancake Sandwich, Fluffy Scrambled Eggs	Egg and Cheese English Muffin Sandwich, Fluffy Scrambled Eggs
Alternate Entrees	Corn Chex Cereal, Multigrain Frosted Flakes Cereal, Cinnamon Oatmeal	Corn Chex Cereal, Multigrain Frosted Flakes Cereal, Cinnamon Oatmeal	Corn Chex Cereal, Multigrain Frosted Flakes Cereal, Cinnamon Oatmeal	Corn Chex Cereal, Multigrain Frosted Flakes Cereal, Cinnamon Oatmeal	Corn Chex Cereal, Multigrain Frosted Flakes Cereal, Cinnamon Oatmeal
Sides for All Meals	Turkey Sausage Patty, Whole Grain Toast, Hard Boiled Egg, Red Delicious Apple, 100% Fruit Juice	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, Red Delicious Apple, 100% Fruit Juice	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, Red Delicious Apple, 100% Fruit Juice	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, Red Delicious Apple, 100% Fruit Juice	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, Red Delicious Apple, 100% Fruit Juice

This institution is an equal opportunity provider.
Milk options include 1% low-fat, skim chocolate and skim strawberry.

What's on the Menu?

El Camino Real Charter High School Breakfast Menu

Monday	
Main Entrees	Griddle Style Pancakes with Syrup, Fluffy Scrambled Eggs, Maple Flavored Syrup
Alternate Entrees	Cinnamon Toast Crunch Cereal, Frosted Corn Flakes Cereal, Maple Cranberry Oatmeal
Sides for All Meals	Turkey Sausage Patty, Whole Grain Toast, Low Fat Mozzarella String Cheese, 100% Fruit Juice, Fresh Fuji Apple

This institution is an equal opportunity provider.
Milk options include 1% low-fat, skim chocolate and skim strawberry.



What's on the Menu?



El Camino Real Charter High School Lunch

	Monday	Tuesday	Wednesday	Thursday	Friday
AMERICAN CLASSICS	Spaghetti & Meatballs, Savory Green Beans, Cantonese BBQ Pork w/ Rice, Sesame Soy Carrots	Veggie Chili & Cheese Potato (VG), Seasoned Broccoli Florets, Beef, Bean, & Cheese Burrito	"Blazin'" Buffalo Chicken Dip, Seasoned Corn, Three Cheese Lasagna (VG) (Steamed broccoli & carrots), Roasted Italian Vegetables	Turkey Nachos with Toppings, Seasoned Zucchini, Mexican Style Chicken Grain Bowl (VG)	Griddle Style Pancakes with Syrup, Turkey Sausage Patty, Home Fried Potatoes, Bavarian Style Turkey Hot Dog
2 match	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza
grilled	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Toasted Ham & Swiss, Crispy French Fries	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Buffalo Ranch Chicken Quesadilla, Crispy French Fries	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, BLT Burger, Crispy French Fries	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Tuna Melt	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Mozzarella & Vegetable Panini (VG), Crispy French Fries
ON THE GO	Mediterranean Bulgur Salad (VG), Vietnamese Banh Mi	Mediterranean Bulgur Salad (VG), Vietnamese Banh Mi	Mediterranean Bulgur Salad (VG), Vietnamese Banh Mi	Mediterranean Bulgur Salad (VG), Vietnamese Banh Mi	Mediterranean Bulgur Salad (VG), Vietnamese Banh Mi
extra extra	Carrot & Celery Sticks, Crunchy Broccoli Florets, Corn & Black Bean Salad, Fresh Fuji Apple, Chilled Pineapple Tidbits	Spinach & Romaine Salad, Carrot & Celery Sticks, Bulgur Tabbouleh, Whole Ripe Banana, Chilled Peaches	Carrot & Celery Sticks, Crunchy Broccoli Florets, Pea Salad, Fresh Fuji Apple, Chilled Pineapple Tidbits	Spinach & Romaine Salad, Carrot & Celery Sticks, Bulgur Tabbouleh, Whole Ripe Banana, Chilled Peaches	Carrot & Celery Sticks, Crunchy Broccoli Florets, Corn & Black Bean Salad, Fresh Fuji Apple, Chilled Pineapple Tidbits
SO DELI	Deli Turkey, Sliced Deli Ham, Hummus, Sliced Bread, Sub Roll, Soft Flour Tortilla, American Cheese, Swiss Cheese, Provolone Cheese, Shredded Lettuce, Sliced Tomatoes, Mayo, Yellow Mustard				

Lunch milk options include 1% Low-Fat, Skim Chocolate and Strawberry. This institution is an equal opportunity employer. (VG)= Vegetarian

What's on the Menu?



El Camino Real Charter High School Lunch

	Monday	Tuesday	Wednesday	Thursday	Friday
AMERICAN CLASSICS	Baja Beef Rice Bowl, Baked Mozzarella Cheese Sticks w/ Marinara (VG), Caesar Salad, Steamed Broccoli Florets	Philly Cheese Steak, Sauteed Peppers & Onions, Fish Taco in Soft Tortilla, Cilantro Lime Coleslaw	Teriyaki Glazed Chicken, Brown Fried Rice, Teriyaki Glazed Beef, Vegetable Egg Roll	BBQ Pulled Pork Sandwich, Boston Baked Beans, Flexitarian Beef & Lentil Taco Salad	Beefy Hard Shell Tacos, Cilantro Lime Brown Rice, Swedish Meatballs, Rotini Pasta, Seasoned Peas
2 match	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza
grilled	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Toasted Ham & Swiss, Crispy Tater Tots	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Chicken & Cheese Quesadilla, Crispy Tater Tots	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, BLT Burger, Crispy Tater Tots	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Tuna Melt, Crispy Tater Tots	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Pork Carnitas & Cheese Quesadilla, Crispy Tater Tots
ON THE GO	Chicken & Apple-Cheddar Salad, Egg Salad Sandwich (VG)	Chicken & Apple-Cheddar Salad, Egg Salad Sandwich (VG)	Chicken & Apple-Cheddar Salad, Egg Salad Sandwich (VG)	Chicken & Apple-Cheddar Salad, Egg Salad Sandwich (VG)	Chicken & Apple-Cheddar Salad, Egg Salad Sandwich (VG)
extra extra	Red & Green Bell Pepper Strips, Crunchy Broccoli Florets, Pickled Beet Salad, Red Delicious Apple, Cinnamon Sugar Bananas	Carrot & Celery Sticks, Tossed Salad, Citrus Chickpea Salad, Orange Wedges, Chilled Diced Peas	Red & Green Bell Pepper Strips, Crunchy Broccoli Florets, Pea Salad, Red Delicious Apple, Cinnamon Sugar Bananas	Fresh Snow Peas (Light Ranch Dressing), Tossed Salad, Citrus Chickpea Salad, Orange Wedges, Chilled Diced Peas	Red & Green Bell Pepper Strips, Crunchy Broccoli Florets, Pickled Beet Salad, Red Delicious Apple, Cinnamon Sugar Bananas
SO DELI	Deli Turkey, Sliced Deli Ham, Hummus, Sliced Bread, Sub Roll, Soft Flour Tortilla, American Cheese, Swiss Cheese, Provolone Cheese, Shredded Lettuce, Sliced Tomatoes, Mayo, Yellow Mustard				

Lunch milk options include 1% Low-Fat, Skim Chocolate and Strawberry. This institution is an equal opportunity employer. (VG)= Vegetarian

What's on the Menu?



El Camino Real Charter High School Lunch

	Monday	Tuesday	Wednesday	Thursday	Friday
AMERICAN CLASSICS	Creamy Chicken Alfredo with Rotini, Roasted Italian Vegetables, Sweet & Sour Chicken, Brown Rice, Sesame Green Beans	BBQ Chicken Thighs, Seasoned Corn, Bubbly Baked Macaroni and Cheese (VG), Seasoned Pinto Beans, Cuban Mojo Pork Bowl	Turkey Taco Salad, Mexicali Corn, Cilantro Lime Brown Rice, Perfect Sloppy Joe	Southwest Fish Filet, House-Made Pico de Gallo, Dijon Glazed Carrots, Brown Rice, Cheesy Baked Pasta (VG)	Whole Grain French Toast Sticks with Maple Flavored Syrup, Sausage & Home Fries, Crispy Baked Chicken Nuggets, Brown Rice, Buffalo Cauliflower
2	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza
grilled	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Toasted Ham & Swiss, Sweet Potato Tots	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Bean & Cheese Quesadilla (VG), Sweet Potato Tots	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, BLT Burger, Sweet Potato Tots	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Tuna Melt, Sweet Potato Tots	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Mushroom & Swiss Turkey Burger, Sweet Potato Tots
ON#GO	Sweet & Crunchy Chickpea Wrap (VG), Shaker Salad with Wheat Berries (VG)	Sweet & Crunchy Chickpea Wrap (VG), Shaker Salad with Wheat Berries (VG)	Sweet & Crunchy Chickpea Wrap (VG), Shaker Salad with Wheat Berries (VG)	Sweet & Crunchy Chickpea Wrap (VG), Shaker Salad with Wheat Berries (VG)	Sweet & Crunchy Chickpea Wrap (VG), Shaker Salad with Wheat Berries (VG)
extra extra	Carrot & Celery Sticks, Spinach & Romaine Salad, Corn Ranch Salad, Granny Smith Apple, Chilled Fruit Cocktail	Crunchy Broccoli Florets, Carrot & Celery Sticks, Vegetable Pasta Salad, Orange Wedges, Chilled Pineapple Tidbits	Carrot & Celery Sticks, Spinach & Romaine Salad, Citrus Bean, Granny Smith Apple, Chilled Fruit Cocktail	Crunchy Broccoli Florets, Carrot & Celery Sticks, Vegetable Pasta Salad, Orange Wedges, Chilled Pineapple Tidbits	Carrot & Celery Sticks, Spinach & Romaine Salad, Corn Ranch Salad, Granny Smith Apple, Chilled Fruit Cocktail
SO DELI	Deli Turkey, Sliced Deli Ham, Hummus, Sliced Bread, Sub Roll, Soft Flour Tortilla, American Cheese, Swiss Cheese, Provolone Cheese, Shredded Lettuce, Sliced Tomatoes, Mayo, Yellow Mustard				

Lunch milk options include 1% Low-Fat, Skim Chocolate and Strawberry. This institution is an equal opportunity employer. (VG)= Vegetarian

What's on the Menu?



El Camino Real Charter High School Lunch

	Monday	Tuesday	Wednesday	Thursday	Friday
AMERICAN CLASSICS	Chili Cheese Dog, Boston Baked Beans, Tuscan Noodle Bowl (VG)	Rotini with Italian Meat Sauce, Balsamic Summer Squash, Thai Pineapple & Chicken Fried Rice	Chicken Taco with Homemade Pico de Gallo, Mexicali Corn, Smothered Pork Chop, African Spiced Brown Rice, Sauteed Kale	Chimichurri Pork Carnitas Bowl, Teriyaki Glazed Beef, Lo Mein Noodles	Marinated Chicken Fajitas, Mexicali Corn, Cilantro Lime Brown Rice, Macaroni and Cheese With Veggies (VG)
2	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza
grilled	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Italian Turkey Parm Burger, Sweet Potato Fries, Brown Rice	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Mozzarella and Pepperoni Panini, Sweet Potato Fries, Brown Rice	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Mozzarella & Roasted Vegetable Panini (VG), Sweet Potato Fries, Brown Rice	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Classic Grilled Chicken Sandwich, Sweet Potato Fries, Brown Rice	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Turkey & Cheese Bagel Melt, Sweet Potato Fries, Brown Rice
ON#GO	Chicken Salsa Wrap, Hummus, Chips, and Veggie Bento Box (VG)	Chicken Salsa Wrap, Hummus, Chips, and Veggie Bento Box (VG)	Chicken Salsa Wrap, Hummus, Chips, and Veggie Bento Box (VG)	Chicken Salsa Wrap, Hummus, Chips, and Veggie Bento Box (VG)	Chicken Salsa Wrap, Hummus, Chips, and Veggie Bento Box (VG)
extra extra	Carrot & Celery Sticks, Citrus Bean Salad, Vegetable Pasta Salad, Whole Ripe Banana, Chilled Peaches	Crunchy Broccoli Florets, Carrot & Celery Sticks, Vegetable Pasta Salad, Orange Wedges, Cinnamon Sugar Bananas	Carrot & Celery Sticks, Pea Salad, Vegetable Pasta Salad, Whole Ripe Banana, Chilled Peaches	Crunchy Broccoli Florets, Carrot & Celery Sticks, Vegetable Pasta Salad, Orange Wedges, Cinnamon Sugar Bananas	Carrot & Celery Sticks, Citrus Bean Salad, Vegetable Pasta Salad, Whole Ripe Banana, Chilled Peaches
SO DELI	Deli Turkey, Sliced Deli Ham, Hummus, Sliced Bread, Sub Roll, Soft Flour Tortilla, American Cheese, Swiss Cheese, Provolone Cheese, Shredded Lettuce, Sliced Tomatoes, Mayo, Yellow Mustard				

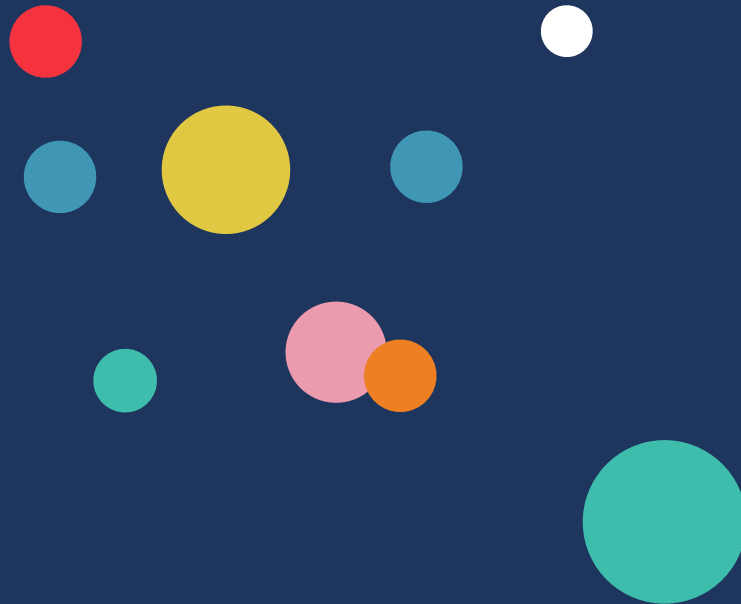
Lunch milk options include 1% Low-Fat, Skim Chocolate and Strawberry. This institution is an equal opportunity employer. (VG)= Vegetarian

What's on the Menu?

El Camino Real Charter High School Lunch

Monday	
AMERICAN CLASSICS	Cajun Roasted Pork Butt, Seasoned Black Eyed Peas, Brown Rice, Oven Baked Chicken Tenders, Jamaican Mango Jerk Sauce
2	Classic Italian Style Cheese Pizza (VG), Pepperoni Pizza
grilled	Beefy Classic Cheeseburger, Spicy Chicken Sandwich, Mushroom & Swiss Burger, Crispy French Fries
ON#GO	Chicken Cobb Salad, Soft Dinner Roll, Chicken Ranch Wrap with Lettuce and Tomato
extra. extra.	Fresh Celery Sticks, Sliced Cucumbers, Spinach, Tomato, & Corn Pasta Salad, Golden Delicious Apple, Chilled Pineapple Tidbits
SO DELI	Deli Turkey, Sliced Deli Ham, Hummus, Sliced Bread, Sub Roll, Soft Flour Tortilla, American Cheese, Swiss Cheese, Provolone Cheese, Shredded Lettuce, Sliced Tomatoes, Mayo, Yellow Mustard

Lunch milk options include 1% Low-Fat, Skim Chocolate and Strawberry. This institution is an equal opportunity employer. (VG)= Vegetarian





Culinary Culture

Serving Up Happy & Healthy

We're passionate about creating delicious, kid-approved food that nourishes bodies and minds and supports development at this critical time in children's lives. We make your cafeterias inviting spaces where students want to be, bringing a sense of happiness to each meal as they connect with friends and refuel for the day ahead.

Whether a student is looking for on-trend dishes with exciting flavor profiles, the perfect pregame snack or a mood-boosting breakfast to tackle the day, they'll find it in our cafeteria, expertly crafted by a team of culinarians committed to serving up happy and healthy to every student, every day.



"Food is at the forefront of everything we do, and our recipe is simple: Wholesome ingredients, innovative menus and engaged associates create a great experience."

– Chef Peter Gilhooly,
VP of Culinary





Great food begins with the best ingredients. Our culinary and nutrition teams are devoted to using the freshest, nutritious, minimally processed and locally sourced ingredients available.

We listen to students and use their input to develop innovative and exciting recipes that connect with current food trends. We continue to be the leaders in culinary innovation because we are always creating, developing and testing new recipes and concepts in our kitchens.

Our associates engage students in fun and educational activities, providing experiences that introduce new ingredients and flavors, teach them about nutrition and cooking, and inspire them to be excited about food and wellness. We are in the business of creating memories and healthy habits that will last a lifetime.

Chartwells chefs have a deep knowledge, understanding and passion for food. They feel fortunate to be nourishing students and changing the landscape of school nutrition.

Our team of registered dietitians collaborates with our culinary team to choose the best ingredients and develop creative recipes that maximize nutrition, USDA compliance and food allergy management. They are skilled at seamlessly blending student nutrition needs with their taste preferences.

A Customized Dining Solution

Students want fun and delicious food. Parents want healthy, nutritious meals. Administrators want all of that at an affordable cost. That is why we work directly with you to develop a customized foodservice program that fits your budget.

We have a portfolio of chef-designed, customizable cafeteria concepts and programs that we combine to create a one-of-a-kind dining experience your students will love. Each concept incorporates chef expertise, recipes, menus and more.



A Variety of Healthy, Balanced Meals

Florence School District One

Our team ensured students would have a variety of fresh, quality food choices on Day One when we started our partnership with Florence School District One. Dishes included vegetarian options, salads, soups and more.

“I think the kids will be very excited with the appearance of the food, the taste of the food,” said Jeff Murrie, FSD1 farm-to-school instructor. “Teachers at other schools have already been talking about how good the food smells when they come down the hall.”



What Can You Expect from Our Culinary Focus?

Ingredient Excellence

An outstanding food program begins with ingredients that are fresh, local, authentic, minimally processed, nutritious and protect our environment.

- All of our food has zero grams of added trans fat per serving.
- We have reduced added sugar in our flavored milk and are leading the industry in reducing added sugar in many other products.
- We reduce the use of salt in our foods and emphasize flavor through a variety of seasonings, marinades and cooking techniques.
- We bring to life the USDA's MyPlate graphic, symbolizing a balanced meal. We offer a wide variety of fruits and vegetables that fill half of student plates as well as low-fat dairy, lean protein and whole grains.
- We prioritize local product purchasing as much as possible.
- We offer cage-free shell eggs, milk and yogurt that were produced from cows not treated with artificial growth hormones.

Scratch Cooking

Our culinary approach ensures your menus are nutritious and delicious. We take pride in serving your students meals made from scratch with fresh, wholesome and local ingredients – meals they are excited to eat. By bringing our expertise, instruction and skill building into the kitchen, we enable your program to flourish and increase the amount of food made in-house. On-site preparation and finishing foods also improve overall food quality and freshness. This helps recipes retain nutrients and flavor.

Recipe Innovation

We continually develop and test new recipes that reflect your specific student population. This process brings together our talented chefs and dietitians. They create recipes that promote authentic tastes, modify classics for a healthier profile and introduce new flavors and concepts that highlight current trends.

Our quality standards are on par with those outlined by El Camino Real Charter, so all of our contracts cover products that meet or exceed these specifications.

Introducing the Chartwells Culinary Innovation Council

The Culinary Innovation Council is a collective of Chartwells chefs from around the country who work together to bring the latest food trends and new menu items to our education partners.

Beyond serving as culinary trend-spotters, council members are given culinary challenges throughout the year to develop new recipes based on student feedback, marketplace insights and menu development needs. This process continually expands our recipe set and promotes engagement in the cafeteria with opportunities to meet the chefs and taste/vote for new menu items.

The council also reinforces our chef-driven menu development approach and provides opportunities for culinary career development.

Experts on USDA Foods

Our decades of experience in developing menus for students of all ages gives us a unique perspective and a customized approach to USDA foods. At the heart of every menu are chef-developed, dietitian-approved recipes that showcase foods kids love and reflect today's food trends.

Our national culinary and nutrition teams leverage USDA foods and DoD program foods in their most natural state for integration into recipes and menus. We spend thousands of hours in research and development to ensure our foodservice directors have the information and resources to make informed recommendations on commodity choices. We maximize the value of your allotment for USDA foods and reduce administrative costs in purchasing, passing on the savings to you.

With our knowledge of what kids in 4,500 schools across the country like to eat, we are always focused on serving the food kids want - especially as their flavor palates evolve. That's why we're helping districts nationwide solve the complexities of purchasing USDA foods. We want to make it easy for schools to make their commodity spend go further and ensure it's focused on making great menus.

We are continually creating new recipes to give students the foods they like – with a healthy twist.

Create Pork Carnitas Bowl



Data-Driven Menu Design

We take the guesswork out of menu development with the help of our data analytics partner, E15. They provide us with detailed information about the cuisines and restaurants the families and students in your area are frequenting, and we use that data to inform menu selection. This method allows us to start with menus we know your students will love and then refine our selection through their feedback.

Seasonal Menus

Tastes change based on the season. In the spring, students might crave a refreshing feta and watermelon salad. In the cold winter months, a hearty bowl of chili may hit the spot. We evaluate the menu offerings and incorporate seasonal flavors and produce to ensure our students can always find something to satisfy their seasonal cravings.



NATIONAL SCHOOL LUNCH PROGRAM

CREATE A MEAL

TAKE AT LEAST 3 FOOD GROUPS TO CREATE A MEAL

1. SELECT A 1/2 CUP OF FRUIT OR VEGETABLE (OR BOTH)
2. PICK AT LEAST TWO OTHER FOOD GROUPS, SUCH AS WHOLE GRAINS, PROTEIN, OR A SERVING OF MILK
3. TAKE A MINIMUM OF 3 FOOD GROUPS AND A MAXIMUM OF 5

MEAL EXAMPLES:

	+		= MEAL		
FRUIT		WHOLE GRAIN & PROTEIN			
	+		+		= MEAL
VEGETABLE		FRUIT		MILK	
	+		= MEAL		
FRUIT		WHOLE GRAIN & PROTEIN			
	+		+		= MEAL
FRUIT		VEGETABLE		WHOLE GRAIN & PROTEIN	
	+		= NOT A MEAL		
WHOLE GRAIN & PROTEIN		MILK		(NO FRUIT OR VEGETABLE)	

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER.

“It’s the kind of food you’d expect to find in a higher-end fast casual restaurant: dishes like a roast Greek chicken and tzatziki sandwich, a Cajun chicken salad sandwich wrap, and a Vietnamese banh mi pork hoagie.”

– Joe Zlomek, The Post Reporter,
Pottsgrove School District

Culinary Concepts

For a more college-like “food hall” experience, we create mini restaurants within your cafeteria. We call these mini restaurants “culinary concepts,” and each can be executed as a full concept including customizable menus and branding or incorporated into existing menus and stations. Check out some of students’ favorite concepts on the following pages.



Authentic Italian menu items
highlighting fresh, seasonal,
local ingredients

AMERICAN CLASSICS

Hearty, filling regional
and seasonal favorites



create

An exhibition-style
culinary experience

Philly
Cheesesteak
Burger



grilled

Hamburgers, cheeseburgers,
chicken sandwiches and more



Students create their own
Latin American favorites



Build Your
Own Nachos

Sweet Potato
Salad



extra. extra

Fresh fruit and
vegetable side dishes

SO DELI

The variety, freshness and
customization students want



Deli Special:
Vietnamese
Chicken Banh Mi



Wholesome, delicious
on-the-go snacking



A culinary adventure across the
U.S., featuring regional favorites



*Nashville
Hot Chicken
Sandwich*



*Kale Salad with
Apples and
Honey Lemon
Dressing*

wild greens

Salads featuring seasonal,
local ingredients



Our newest concept offers two ways
to enjoy breakfast all day: grab-
and-go on the Expressway or a
leisurely lunch at the Traffic Stop



*Homemade
Belgian Waffles
with Blueberry
and Ricotta
Topping*



Vegetarian Muffaletta



Premium deli concept featuring top-quality meats and cheeses and freshly baked bread



A new Asian concept inspired by Food Network's Chef Jet Tila



Korean Chicken Bulgogi



Homemade Pulled Pork Sandwich



Regionally and globally inspired BBQ entrees with sides like macaroni and cheese



Pizza by the slice or create your own



Hawaiian Flatbread



Curry
Chicken
Masala
Bowl



chaat
HOUSE
INDIAN KITCHEN

A variety of vegetables,
curries and masalas that
students can customize



A fresh take on burgers
and sandwiches with
innovative flavors



Avocado and
Cheddar Burger



Apple,
Carrot
and Beet
Salad with
Citrus Mint
Vinaigrette



Premium made-to-
order or prepackaged
salad bar



Classic Southern crispy chicken
sandwiches and sides



Teriyaki
Pineapple
Chicken
Sandwich



Pork Carnitas Torta

made to
melt
EVERYTHING CHEESE

A twist on an American comfort classic, Made to Melt showcases “everything cheese”



Authentic broths are the foundation of this Asian noodle concept that features pho, ramen and dim sum



Vegetable Soba Noodle Bowl



Homestyle Baked Macaroni and Cheese

MAC & CHEESY OLOGY

Custom macaroni and cheese with a wide variety of flavors, toppings and proteins to choose from

2021 Food Management Best Sandwiches

Food Management’s yearly list of the best sandwiches has featured selections from our culinary concepts four years in a row. This year, our Indian Chicken Shawarma Flatbread Sandwich and Pulled Pork Ham and Swiss Cubano were featured in the Global Category while our Sonoran Chicken Torta topped the list of Best Chicken Sandwiches. This torta reimagines the popular Sonoran hot dog with fajita chicken, chipotle barbecue mayonnaise, refried beans, lettuce, jalapenos and tomatoes.

The previous three years, our sandwiches were highlighted in the Kids Sandwich Category, claiming two of the four spots in 2020 with our Mojo BBQ Pulled Pork Sandwich and our Apple Beet Wheatberry Wrap. In 2019, our Cilantro Lime Chicken and Eggplant Provolone Paninis made the cut, and 2018 featured our Grilled Chicken Cobb Sandwich.



Sonoran Chicken Torta

Giving Kids a Voice

Today's students are smarter and savvier about what they want to eat. Our Student Choice program brings the latest food trends straight to school cafeterias and lets students choose what's on their menus.

Students sample from restaurant-inspired concept options that are updated regularly to keep the program exciting and on-trend. Then they vote on which concepts are brought to life in the cafeteria, either at a Student Choice station or as a limited-time offer until the next vote.







CK12 Catering

Our commitment to your students and community doesn't end at the cafeteria door. Our talented, passionate chefs craft menus that include popular, seasonal pairings to suit any taste or occasion. From small staff meetings to large special events, your on-site Chartwells team will help you create an experience that fits your serving style, preferences and budget. Catered meals prepared for students during special events – such as end-of-year celebrations, field trips and classroom parties – can be claimed by the school for reimbursement.

From menus to marketing, your catering program will reflect the spirit of your school. Our sample menus feature the same level of diverse, on-trend dishes and global flavors we're dedicated to offering in your cafeterias each day. Whether you prefer the marketing to showcase the district logo or CK12 branding, every print and digital communication will highlight the quality and creativity of our catering services.



catering menu



Sample Menus

Breakfast

Conference Breakfast

- Assorted bagels, peanut butter, butter, cream cheese and jelly
- Choice of two pastries: mini bagels, mini muffins, mini Danish, mini croissants (almond, plain or chocolate), mini scones, crumb cake or pound cake
- Sliced fruit platter

Country Breakfast

- Warm buttermilk biscuits and country gravy
- Scrambled eggs
- Golden hash browns or home fries
- Sausage and/or bacon

Breakfast Burrito Bar

- Warm flour tortillas
- Scrambled eggs
- Chorizo with eggs
- Hash browns
- Refried beans
- Bacon and sausage
- Pico de gallo and salsa
- Shredded cheddar cheese

The Griddle

- Buttermilk pancakes or French toast
- Strawberry topping and powdered sugar
- Butter and syrup
- Sausage and/or bacon
- Golden hash browns or home fries

Breakfast Sandwich Platter

- Santa Fe breakfast sandwich
- Banana, apple and berry wraps
- Sausage and cheese biscuit

Oatmeal Bar

Steel-cut oats with cinnamon, raisins, brown sugar, dried cranberries, dried apricots, toasted sunflower seeds, housemade granola and toasted coconut

Fresh Fruit and Yogurt Platter

Assorted individual yogurts, fresh fruit salad and granola

Individual orange juice, coffee, decaf and tea service available for all breakfast options

Lunch

Conference Sandwich Lunch 1

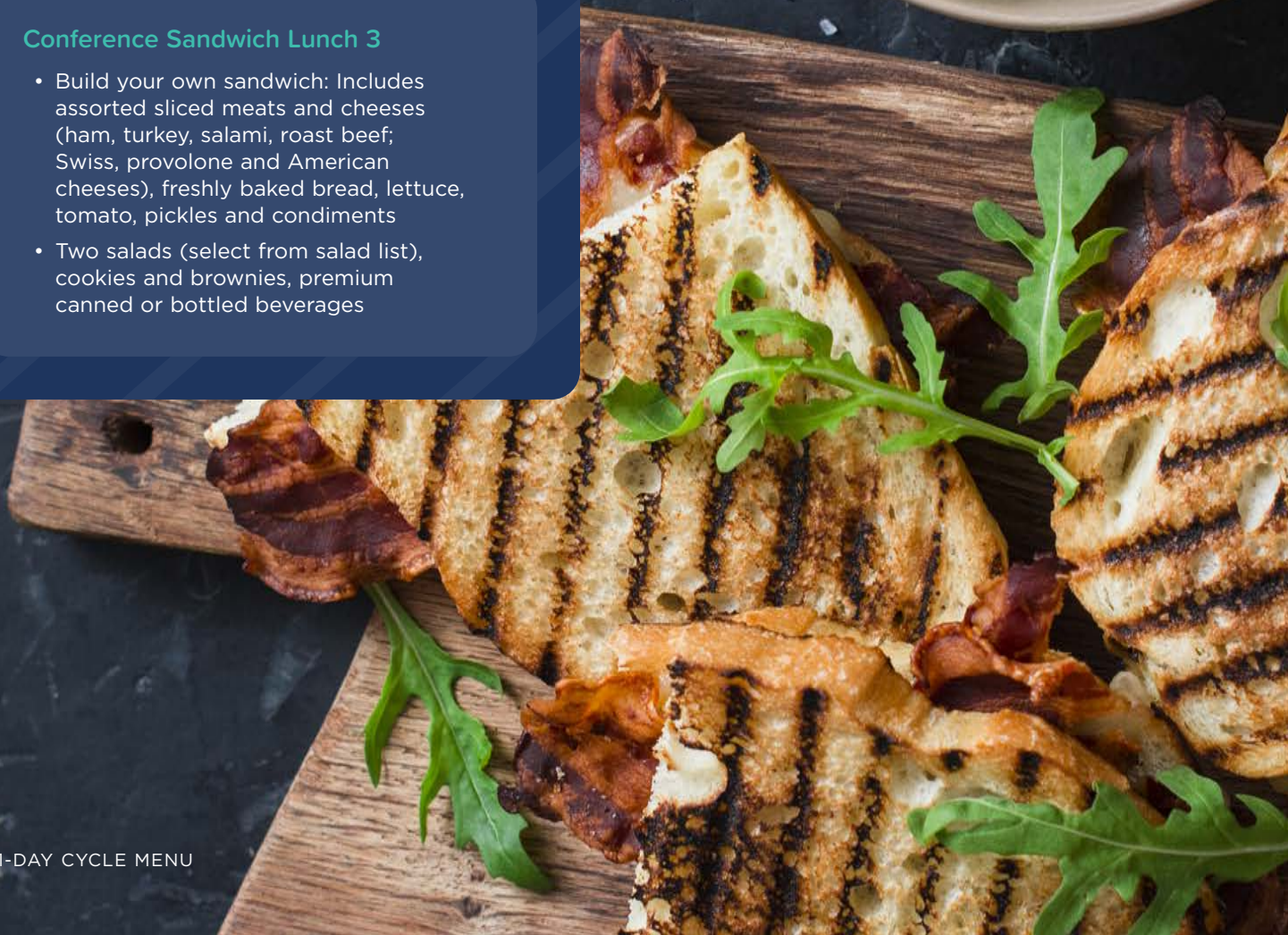
- Sandwich platter (select four different sandwiches from sandwich list)
- One salad (select from salad list), sliced fruit platter, cookies and brownies, premium canned or bottled beverages

Conference Sandwich Lunch 2

- Sandwich platter (select four different sandwiches from sandwich list)
- Two salads (select from salad list), sliced fruit platter, cookies and brownies, premium canned or bottled beverages

Conference Sandwich Lunch 3

- Build your own sandwich: Includes assorted sliced meats and cheeses (ham, turkey, salami, roast beef; Swiss, provolone and American cheeses), freshly baked bread, lettuce, tomato, pickles and condiments
- Two salads (select from salad list), cookies and brownies, premium canned or bottled beverages





New Sandwich Boxes for To-Go Catering

Four sandwiches selected from below are packaged in an easy-to-transport box for lunch on the go.

House Favorites

- House-roasted turkey, brie, honey mustard, demi baguette
- Smoked ham, arugula, Swiss cheese, ciabatta
- Grilled chicken, avocado, chipotle mayo, Jack cheese, brioche

Vegetarian

- Grilled zucchini, eggplant, roasted peppers, balsamic dressing
- Portobello mushroom, wilted kale, goat cheese, sandwich thin
- Balsamic roasted vegetable, goat cheese, whole-wheat wrap

Salads

- Organic field greens, balsamic vinaigrette
- Caesar salad, herb croutons
- Spinach salad, Parmesan, dried cranberries
- Pesto potato salad
- Broccoli, sunflower seeds and raisin salad

From the Farm

- Smoked turkey, vine-ripened tomato, basil, fresh mozzarella
- Chicken Caesar wrap
- Roast beef, cheddar, horseradish, caramelized onions, sourdough

From the Sea

- Albacore tuna, cucumber, whole-grain roll
- Roasted salmon, fresh herbs, lettuce, tomato, sandwich thin

Sandwich selections served on assorted breads and rolls.



Buffets

All buffets are served with a fresh fruit platter, cookie and brownie platter, and premium canned or bottled beverage selection. Minimum of 10 guests, 72-hour notice.

American Classic

- Green peppercorn roasted sirloin
- Lemon-basil roasted salmon
- Roasted mushrooms
- Roasted Roma tomatoes
- Choice of Caesar salad or mesclun greens with balsamic vinaigrettes

Mediterranean

- Caprese skewers
- Spinach Greek salad wraps
- Tabbouleh
- Hummus, red pepper, romaine in whole-wheat pita
- Lentil, sweet potato and red onion salad
- Baked chicken breast, lemon, basil, tomato, black olives
- Choice of Caesar salad or mesclun greens with balsamic vinaigrette

BBQ Bar

- BBQ pulled pork and chicken
- Corn on the cob
- Baked beans
- Coleslaw or potato salad
- Cornbread
- Choice of Caesar salad or mesclun greens with balsamic vinaigrette

Taco and Burrito Bar

- Choice of taco-seasoned beef, chicken or traditional carnitas
- Crisp taco shells and/or soft flour tortillas
- Pinto or refried beans
- Cilantro-lime rice
- Shredded lettuce, diced tomato, black olives, grated cheddar
- Homemade pico de gallo
- Choice of Caesar salad or mesclun greens with balsamic vinaigrette

Pasta Bar

- Penne pasta
- Choice of traditional Italian meat sauce, Alfredo or marinara (or combination of more than one)
- Seasoned vegetables
- Garlic breadsticks
- Choice of Caesar salad or mesclun greens with balsamic vinaigrette

Grill Bar

- Hamburgers and hot dogs
- Assorted sliced cheeses
- Platter of lettuce, sliced tomato, thin red onion
- Assorted condiments
- Corn on the cob
- BBQ beans
- Potato salad
- Choice of Caesar salad or mesclun greens with balsamic vinaigrette

Asian Buffet

- Choice of orange chicken, teriyaki chicken or combination with steamed white rice
- Lo mein noodles
- Vegetable fried rice
- Stir-fried mixed vegetables
- Vegetarian egg rolls
- Fortune cookies
- Choice of Caesar salad or mesclun greens with balsamic vinaigrette

Pizza Party

- Classic cheese, pepperoni, sausage or roasted vegetable pizza
- Roasted Italian vegetables
- Broccoli with tomatoes, lemon, garlic
- Chicken panzanella
- Choice of Caesar salad or mesclun greens with balsamic vinaigrette

Masala Buffet

- Chicken tikka masala
- Aloo gobi
- Baingan bharta
- Chef Bal Arneson's quinoa with Brussels sprouts
- Basmati rice
- Garlic naan
- Choice of Caesar salad or mesclun greens with balsamic vinaigrette

Build-Your-Own Buffets

Caesar Salad

- Romaine lettuce, baby spinach
- Tomatoes, olives, cucumbers, mushrooms, broccoli, carrots
- Grilled marinated chicken breast
- Lemon pepper spiced shrimp
- Grilled balsamic glazed tofu
- Croutons, Parmesan, regular and low-fat Caesar dressing
- Freshly baked focaccia

Grain Bowl

- Baby greens, arugula
- Quinoa, wheat berries
- Avocado, cucumbers, olives, tomatoes, dried cranberries, edamame, broccoli, cauliflower
- Chopped walnuts, sunflower seeds, Parmesan
- Grilled marinated chicken breast
- Lemon pepper spiced shrimp
- Sesame ginger and raspberry dressing
- Choice of Caesar salad or mesclun greens with balsamic vinaigrette

Chili Picnic

- Beef tomato red bean chili
- Chicken white bean chili
- Jalapeño cornbread
- Cilantro-lime quinoa rice
- Jicama-cucumber fruit salad
- House-pickled vegetables, house-marinated sliced olives, Jack and cotija cheese, fresh cilantro
- Choice of Caesar salad or mesclun greens with balsamic vinaigrette



Bagel Board

- Assorted toasted bagels
- Smoked salmon
- Herbed and plain cream cheeses
- Sliced cheeses
- Lettuce, tomato, radish, red onion
- Peanut butter
- House granola
- Dried fruits
- Traditional potato salad
- Choice of Caesar salad or mesclun greens with balsamic vinaigrette

Personal Parfait

- Greek yogurt
- Strawberry, blueberry, raspberry, mandarin orange, kiwi, peach
- House granola
- Overnight cinnamon oats
- Orange-marinated cranberries, dried apricot
- Toasted pecans, walnuts, coconut, sunflower seeds
- Honey, maple syrup
- Choice of Caesar salad or mesclun greens with balsamic vinaigrette



Beverages, Desserts and Snacks

Beverages

- Assorted fruit juices
- Bottled water, fresh infused water – choice of lemon, lime, strawberry or cucumber
- Regular and decaf coffee and tea, sugar, milk, half and half, honey, lemon
- Assorted premium canned and bottled beverages

Desserts

- Sheet cakes – chocolate, vanilla, carrot or lemon cake with chocolate, vanilla, cream cheese or lemon icing
- Cheesecake
- Peach, blueberry or apple cobbler, whipped cream
- Cookie and brownie platter
- Mini dessert bars and cupcakes
- Biscotti and chocolate

Snacks

- Fruit and yogurt parfait
- Fruit and cheese tray, flatbread, crackers
- Hot pretzel bites, spicy brown and yellow mustards
- Crudite platter, herbed cream cheese, hummus
- Bruschetta – assorted crisps and flatbreads, fresh tomato basil, Kalamata olives and cranberry pear toppings
- Energy basket – granola, nuts, dried fruit, snack bars



Purchasing Strength

We're able to provide the most competitive pricing for your program through our group purchasing organization, Foodbuy. As a subsidiary of Compass Group and the largest foodservice procurement organization in North America, Foodbuy manages more than 3,000 purchasing contracts and has developed over 600 partnerships with manufacturers, suppliers and distributors across the country. We'll continue to harness Foodbuy's purchasing power and expertise for El Camino Real Charter's supply chain needs and provide the best quality ingredients and goods at the best price available.

Foodbuy's negotiators understand the competitive landscape, commodity forecasts, regulatory issues, consumer trends, labor factors, sustainability goals, wellness concerns, product innovation and economies of scale. Your Foodbuy team drives down costs by negotiating greater volume of fewer quality products.

El Camino Real Charter's unique specifications are our first priority when purchasing food for your program. Foodbuy analyzes culinary needs, foodservice trends, nutrition, operating habits and customer requirements. Then it matches those criteria with the world's premier suppliers to optimize quality, value and customer satisfaction.

Benefits to El Camino Real Charter



You can expect



Student-focused ingredients and menus to drive participation



Culinary-first approach with quality local and national brands



Increased purchasing efficiencies



Increased wellness and sustainability impact through strategic purchasing



Control and minimizing impact of inflationary pressures



Compliance with nutrition labeling through our proprietary system, Webtrition



Food safety with supply chain due diligence and stringent certification programs



Streamlined processes through our Managed Order Guides



Easy and accurate ordering through our intuitive purchasing platform, MyOrders



Supplier diversity through partnerships with small, minority-, women-, disabled- and veteran-owned businesses



Expert handling of food manufacturer recalls and market withdrawals

We're Your Procurement Advocate

USDA Foods

Our menu philosophy utilizes USDA foods to the fullest extent possible. We have decades of experience and a national support network committed to maximizing the usage of USDA foods, enhancing menu variety and adhering to school foodservice budgets.

The Chartwells National Commodity Program is focused on the following areas of expertise, which enable us to incorporate USDA foods into our school dining menus. This ensures consistent product quality, high nutritional value and low food cost.

Maximum Utilization and Effective Management

We know that the more USDA foods school districts use, the lower their food cost. Our team members receive USDA commodity training on accurate ordering, proper inventory procedures and flexible menu development. Our team of experienced chefs and registered dietitians makes full use of USDA foods, including meats, grains, fruits and vegetables.

Smart Processing

We direct our USDA foods to processors who supply us with a product that meets our stringent quality specifications while also supporting local purchasing. Since these standards are identical to specifications for purchased products, the result is a seamless transition between purchased and USDA foods. This reduces menu substitutions, leverages food costs and provides consistent quality ingredients that are easily incorporated into our wholesome meals.

Big Brands with Big Impact

We work collaboratively with a variety of well-known brands to continually introduce students to new foods and flavors. We take pride in stocking our pantries the same way you stock yours, with brands ranging from Tyson and Del Monte to Kraft Heinz and Smucker's. Our partnerships with these brands begin long before we start cooking in our kitchens.

Our chefs collaborate with brand chefs to identify new products to develop recipes for and incorporate them into our menus. We stay close to the latest food trends, whether it's new flavors like Korean BBQ, Sriracha or refreshing watermelon chili lime, or exploring global foods such as empanadas, Thai lemongrass chicken and vegetarian chili.





Fresh Fruit and Vegetable Program

The USDA's Fresh Fruit and Vegetable Program provides qualifying schools with additional funding to purchase fruit and vegetable snacks for students to be served during the school day. Many schools have found success with the program, using it as an educational opportunity. This engages students in learning about healthy eating while providing another nutritious snack during the day.

The success of the Fresh Fruit and Vegetable Program is supported by a strong research base showing that children are more likely to accept new foods after repeated exposure (sometimes as many as 20 exposures are needed!). Research also indicates that children are more likely to develop healthy eating habits if they have the support of a positive role model. The Fresh Fruit and Vegetable Program offers a winning combination of the exposure and support needed to help students develop healthy habits that will last a lifetime. Since the 2015-2016 school year, Chartwells has helped school district partners across the country secure more than \$6 million of funding for the Fresh Fruit and Vegetable Program.

Fresh Fruit and Vegetable Program in Action at Malvern School District

Chartwells has leveraged the Fresh Fruit and Vegetable Program as an opportunity to engage students in the menu design for lunch and breakfast. Students in the Malvern School District had the opportunity to participate in a schoolwide taste-testing event that included more than 20 different fruits and vegetables. The event was designed by Chartwells Director Jason Kuhn, who was looking for a fun and creative way to use leftover program funding that could not be carried over to the next school year. Jason was able to use the results of the student poll to determine which fruits and vegetables should be served in the cafeteria the following school year.

“The Fresh Fruit and Vegetable Program gets kids to try foods that they would normally scrunch their nose up at and not try at home. The variety and choices pique the students’ interests.”

– Christina Spielbauer, Superintendent, Carlisle Area School District

Compliance

We consider compliance just another part of our everyday job. Whether it's the USDA or FDA, we are always current on the newest regulations.

FDA Food Labeling

The FDA requires labels that contain nutrition and ingredient information on foods prepared and packaged for grab-and-go service. To address this need and further our commitment to enhanced transparency, we provide our partners with a grab-and-go package labeling program driven by Webtrition that allows labels to be printed on-site with nutrition and primary ingredient information. Safety and accuracy are a top priority, so we provide training on how to implement labeling for every location. As an added value, the new labels paired with modern packaging provide an upscale dining experience similar to retail establishments.



Managed Order Guides

Foodbuy uses a Managed Order Guide to streamline a majority of purchases from broadline distributors. The Foodbuy category development and distribution teams work directly with Chartwells' culinary leaders and nutrition experts to determine which items will be in our Managed Order Guides. These guides ensure we're buying the right products, from the right vendors, with proper nutritionals for USDA regulatory compliance. They guarantee products are fully traceable and have been manufactured and shipped safely.

Food Ordering and Menu Management

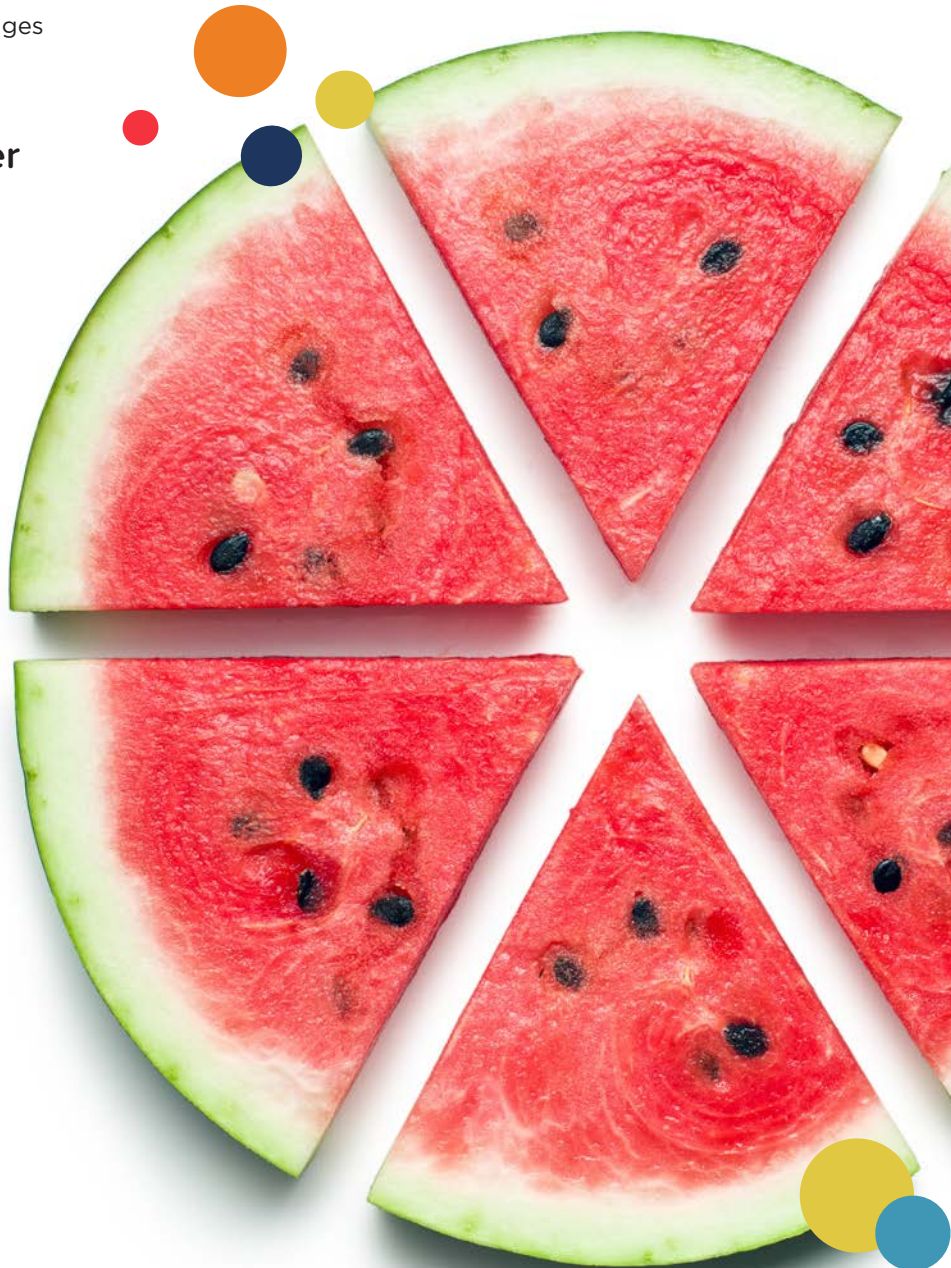
Chartwells uses a proprietary purchasing system called MyOrders, an intuitive platform that allows managers to easily and accurately place and manage their orders. This web-based solution works to simplify the purchasing process and includes such key features as:

- Detailed product information
- Central shopping lists and product changes
- An inventory module

Handling Food Manufacturer Recalls and Market Withdrawals

Our corporate quality assurance department closely monitors USDA, FDA and other websites for product recall and withdrawal announcements. Even the slightest possibility of a compromised product used in our operations triggers an internal Red Alert communication instructing our on-site teams of necessary actions and information, including:

- Supplier name and product
- Potential health threat
- Code dates and lot numbers
- Quantities of product recalled/withdrawn
- Market (retail, foodservice, etc.)
- Actions needed





Responsible Corporate Citizenship/Supplier Diversity

Our commitment to diversity and inclusion doesn't end with workforce diversity. Our Supplier Diversity program is designed to give a wide range of suppliers the opportunity to partner with us to serve your students with quality goods and services. We've established objectives for our Supplier Diversity program that include:

- Identifying and sourcing business opportunities with capable small, minority-, women-, disabled- and veteran-owned businesses that meet the supplier qualification requirements of Foodbuy and our committed customers.
- Tracking all expenditures and joint revenue generated from diversified suppliers.
- Providing diverse business owners with access to the purchasing opportunities within Foodbuy.

We have a Supplier Diversity Department staff that is dedicated to:

- Helping Minority and Women-owned Business Enterprise (MWBE) suppliers understand the business requirements to become nominated suppliers to Compass Group and the other committed customers of the Foodbuy organization.
- Ensuring minority and women business owners are treated fairly in the qualification, proposal and contracting process.
- Providing information and support to all Foodbuy customers relative to the availability of qualified MWBE suppliers.

We're proud our efforts have generated increasingly tangible results and that our supplier diversity initiatives have received numerous awards and recognition. In fact, Foodbuy delivered more than \$700 million in purchasing volume and joint venture revenue with small, minority- and women-owned businesses in 2019. This is just one example of our commitment.

Buy American Provision

At Chartwells, our purchasing capabilities are vast and flexible, enabling us to meet an extremely wide range of specialized client requirements for purchasing practices. As a company, we support buying locally produced products from local business owners as a way to strengthen local economies and minimize our carbon footprint. Wherever feasible, we buy American-made products. A large number of our food suppliers produce their products inside the U.S., helping us easily achieve the USDA's minimum requirements of domestic purchases.

In 2012, the USDA incorporated a procurement audit into school district requirements and placed an increased focus on the Buy American provision of the school meal regulations. You can rest assured our management team takes this seriously at the local and national levels, and everyone has the tools and confidence to help you exceed USDA and state agency requirements. Examples of how we ensure adherence to these regulations:

- Training that details the requirements of USDA procurement reviews and the Buy American provision
- Protocols and standard operating procedures with detailed instructions on requirements
- A central email box so that questions or issues that arise can be quickly answered and escalated
- Buy American product documentation
- Instructions all associates must follow to inspect every food label for country of origin information

Chartwells was the first in the industry to quickly respond and develop a robust training program and a comprehensive set of resources regarding the Buy American provision to ensure our teams understand these rigorous requirements.



Sustainable Sourcing

With a strong commitment to reducing our carbon footprint, our purchasing and supply chain teams work with suppliers and organizations on a range of initiatives and sustainable purchasing programs, including:



Ecologically Minded Food Purchasing

Whenever possible we feature locally grown foods and require that all growers are GAP (Good Agricultural Practices) certified.



Local Produce

We partner with local farmers to provide the freshest produce, bakery and dairy items possible to reduce our environmental impact and support local economies.



Monterey Bay Seafood Watch Program

We follow the guidelines of Monterey Bay Aquarium's Seafood Watch program, helping us source seafood that's caught or farmed in ways that support a healthy ocean now and for future generations.



rBGH/rBST-Free Fresh Milk and Yogurt

Chartwells serves only fresh fluid milk and fresh yogurt from cows that have not been treated with the artificial growth hormones rBGH/rBST.



Imperfectly Delicious Produce

Our Imperfectly Delicious Produce program provides usage options for cosmetically "imperfect" fruits and vegetables that would otherwise be wasted.



Certified Humane Cage-Free Eggs

We offer Humane Farm Animal Care (HFAC) certified cage-free shell eggs and follow policies developed with guidance from experts at the Humane Society.



**Plant-Forward
Menus**

Plant proteins offer healthy, eco-friendly alternatives to animal proteins



Fresh All Year

Chartwells' Flash Frozen program preserves local foods so they can be enjoyed all year long. We've spearheaded this project to help create a concept that benefits the farmers and the schools where it is available.



**Reduced Antibiotic
Chicken**

Since 2006, we have prohibited the purchase of chicken in which antibiotics approved for use in human medicine have been used nontherapeutically or for growth promotion.



Buy American

We proudly buy local products as a way to strengthen local economies and minimize our carbon footprint. Wherever feasible, we buy American-made products, and we easily achieve the USDA's requirements of domestic purchases.



Ethical Trading

Chartwells does not engage in unlawful or unconscionable labor practices. We are committed to ensuring all our dealings with suppliers are conducted in accordance with our guiding principles of responsible and ethical trading.



**Manufacturer
Partnerships**

We have partnerships with numerous trusted manufacturers and offer many of the same brands that our students enjoy at home that align with our food philosophy.



Compass Group Commits to Global Climate Net Zero

As the worldwide leader in foodservice, we have a responsibility to contribute to our industry through ethical, sustainable and inclusive business practices. That's why we've committed to reach net-zero greenhouse gas (GHG) emissions across our global operations and value chain by 2050.

This forward-thinking target makes Compass Group the first international company of our kind to announce a sweeping commitment to a 2050 net-zero emissions economy. It includes ambitious emissions reduction targets over the next decade that have been validated by the Science Based Targets initiative (SBTi) and a further commitment to be carbon neutral in our worldwide operations by 2030.

In addition to investing in climate-positive projects worldwide to support decarbonization; reforestation; biodiversity; and freshwater, land and ocean preservation initiatives; our actions include:

- Transitioning all fleet vehicles globally to 100% plug-in electric.
- Switching to renewable electricity across all our operations.
- Reformulating menus to be low-carbon and use plant-based proteins.
- Increasing sourcing from regenerative agriculture.
- Focusing on packaging solutions to further reduce single-use plastic.
- Reducing food waste in global operations by 50% by 2030.
- Increasing share of seasonal and locally sourced produce.
- Delivering a global deforestation-free and land conversion-free supply chain strategy.

Our sustainability strategy will always include bold actions and global collaboration, and this recent step marks the first initiative in our latest plan, Planet Promise – Compass Group’s companywide commitment to a sustainable future for all.

We pledge to use our scale and reach to influence and work with clients, industry associates, governments and suppliers to reduce their direct GHG emissions, and to set their own net-zero and SBT initiatives to help create a more sustainable global food system for all.

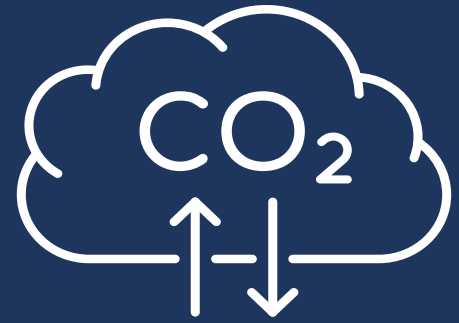
Following the definitions issued by the Greenhouse Gas Protocol – commonly recognized as the global authority on GHG standards – our efforts address each of the three scopes:

- **Scope 1** – Direct emissions from owned or controlled sources.
- **Scope 2** – Indirect emissions from the generation of purchased electricity, steam, heating and cooling consumed by the reporting company.
- **Scope 3** – All other indirect emissions that occur in a company’s value chain.



Dominic Blakemore, Chief Executive Officer of Compass Group PLC, said:

“Compass Group’s new global climate net-zero target reflects our teams’ commitment to sustainable sourcing, eliminating food waste and transforming our environmental impact. As the world’s largest foodservices group – operating at the heart of the global food supply chain – we are in a unique position to influence real change by working in partnership with our suppliers and encouraging sustainable consumption from the clients and consumers we serve every day.”



46% reduction

in absolute SBTi Scope 1 and Scope 2 GHG emissions by 2030 from a 2019 base year; classified by the SBTi as following a 1.5°C trajectory

28% reduction

in absolute SBTi Scope 3 GHG emissions from all food and drink purchased by 2030 from a 2019 base year; classified by the SBTi as following a “well below 2°C” trajectory

Groupwide decarbonization

commitments

Carbon neutral worldwide

in global operations by 2030

Climate net zero by 2050

across global value chain (SBTi Scope 3)

Responsible Sourcing

Being a good neighbor and responsible global citizen means supporting local economies and implementing measures to protect the planet we share. We proudly source:

- Ingredients from local and regional sources as a first choice.
- Proteins from suppliers that promote the humane treatment and welfare of farm animals.
- Dairy produced from cows not treated with artificial growth hormones.
- Poultry raised without antibiotics that are approved for use in humans.
- Seafood that meets the strict sustainability criteria set by the Monterey Bay Seafood Watch.
- Tuna that is caught without using fish aggregating devices (FAD).
- Plant proteins as healthy alternatives to animal proteins.



Clean Labels

Simple, wholesome ingredients make our recipes stand out. That's why we continually review products and ingredients and work with our supplier partners to reduce:

- Artificial colors, sweeteners and flavors
- High fructose corn syrup
- Partially hydrogenated oils
- Palm oil from unsustainable sources
- Added sugar

The Environmental Protection Agency estimates 30% - 40% of the U.S. food supply is wasted.



1 in 7
Americans struggle to access nutritious meals.

Through partnerships, programs and promotions we'll empower associates, students and families to make a difference.



Locally Grown

We recognize the need to support local farms, as they are integral to our ability to offer more of what El Camino Real Charter High School wants: safe, delicious, fresh and locally grown food. As part of our commitment to provide local, sustainably sourced food, we diligently source a large percentage of our foods harvested and produced in California.

Quality Produce

Chartwells meets all USDA and FDA requirements and quality standards for all products we purchase, including locally grown products. In fact, our high standards go above and beyond benchmarks set by other companies. Where possible, Chartwells purchases and features locally grown foods from farmers who practice ecologically responsible methods and strive to reduce our environmental impact.

In Florida, our Duval County Public Schools team recently partnered with a local farmer to plant seeds for 10,000 watermelons, grown specifically for Chartwells and DCPS with organic fertilizer. These watermelons were delivered straight to schools and immediately served on menus every day for more than three weeks. They were so popular that we worked with area farmers to get an additional 5,000 melons to keep up with the demand.

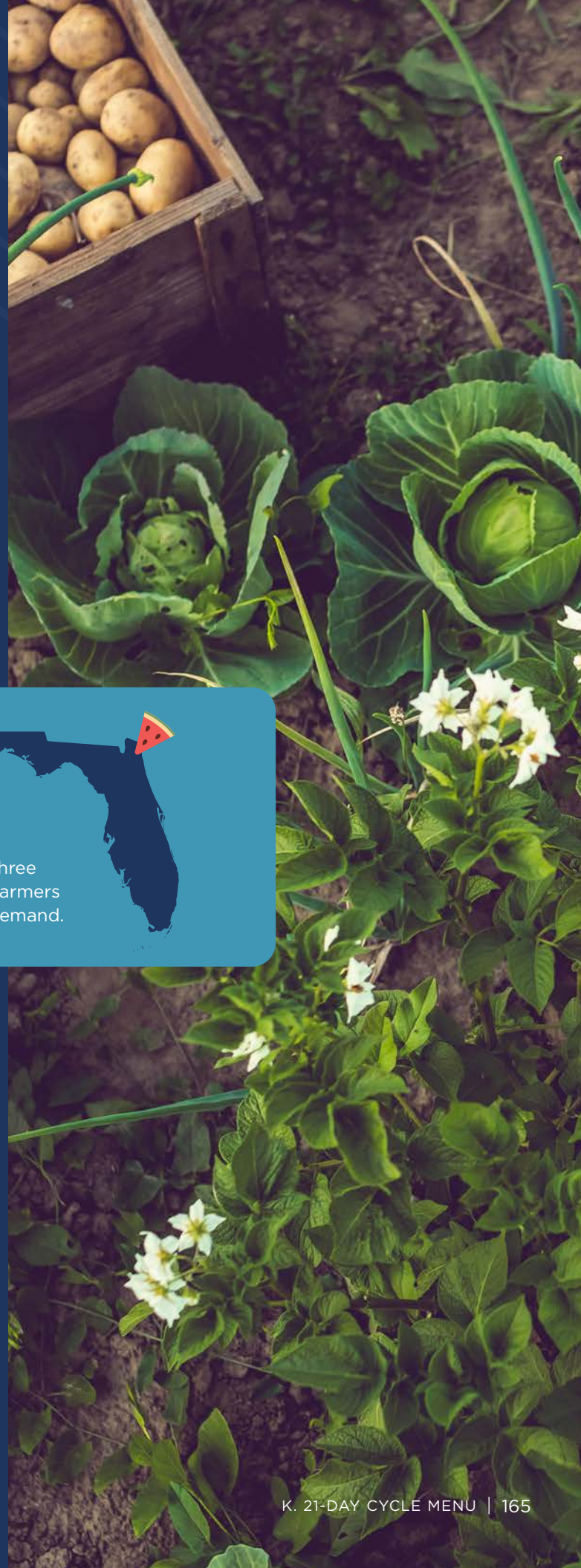


Dedicated Crop Program

Through the Chartwells' Dedicated Crop Program, we work with local farmers who dedicate a portion of their land to growing crops just for Chartwells schools. Local farmers plant the seeds just for us, then harvest, package and deliver fresh, local produce directly to our school districts each month. School starts at the perfect time for us, just as these items are harvested in the fall.

Flash Frozen Program

Chartwells' Pioneer Valley Flash Frozen program preserves local foods so they can be enjoyed all year long. By connecting farmers to the students they serve, we allow for a deeper understanding of how our foods come to the table each day.



Local Partners

Part of our enduring commitment to you is a promise to be an active part of the surrounding community, building a healthier future as we continue to develop relationships with local farms throughout your state and region. We value your input in connecting us with even more local partners and know from experience that these collaborative initiatives have a meaningful impact on students and the community as a whole.

Below are a handful of local farms spotlighted from our partnerships in your area:

Coastal Organics **Santa Paula, California**

Farming since 1978, Paul and Maryann Carpenter are showcasing organic squash, heirloom tomatoes, root vegetables and greens at the Santa Monica Farmers Market. Their booth is a well-known stop for local chefs who seek out their high-quality produce.

County Line Harvest **Petaluma and Thermal,** **California**

David Retsky started County Line Harvest in 2000 in Petaluma and expanded to Thermal in 2009 when he was joined by Megan Strom. Certified organic by Marin Organic Certified Agriculture since 2001, they grow baby lettuces, salad and cooking greens, rainbow chard, baby carrots and a variety of beets.

Valdivia Farms **Carlsbad, California**

Active at numerous local farmers markets, this second-generation family farm has been in operation for 30 years. They grow heirloom tomatoes, squash, berries, cucumbers, squash blossoms, watermelons, radishes, snap peas and more.

Weiser Family Farms **Bakersfield, California**

Weiser Family Farms was started in 1977 by Sid and Raquel Weiser and they've since been joined by their children Alex, Dan and Esther. Two generations have been focused on creating a bio-diverse farm that applies sustainable farming practices to growing potatoes, melons, butternut squash, peppers and carrots. In 2015, Alex Weiser was awarded the prestigious Tom Haller Award, which is bestowed on those making a significant impact on farming and agriculture in California.





Farm Partnerships

We're proud of our commitment to local produce and the relationships we have with local farms and farmers. Partnering with local farms supports the Los Angeles economy, provides improved fresh product, reduces environmental impact and gives back to the community.

Farm to School



Chartwells is committed to working closely with local farmers from coast to coast to bring fresh produce straight from farms to our schools. We buy whole crops and flash freeze local fruits

and vegetables so we can serve them in school year-round. These partnerships not only continue the farm-to-table trend, but also present an opportunity to introduce a wide variety of fresh new foods and flavors to students while benefiting farmers and the entire community.

Last year, Chartwells districts purchased 73% of produce and dairy products from local farms. Working with produce distributors, we will ensure local, seasonal produce is the first choice on your order guides and is clearly marked for easy ordering. Our tools and availability calendars let menu planners forecast their local produce needs and work with their vendors' inventories.

“The Chartwells staff has been fantastic in helping to get more local produce in schools. By supplying schools with local vegetables, we are able to support farmers and get healthy food to thousands of young people throughout the region.”

– John Waite, Franklin County Community Development Corporation

Featuring fresh produce from local farms helped increase lunch participation by 30% at a high school in Wichita Falls Independent School District.



National Farm to School Month

Each October, Chartwells joins thousands of schools across the country to celebrate National Farm to School Month. Our schools celebrate in a variety of ways: cooking demonstrations, farmers markets, visits from farmers and a variety of local fruits and vegetables proudly served on menus. Though we place an emphasis on farm to school throughout the year, October is a special time to unite the school community in learning about the food system and the benefits of local produce. We are eager to work with you to create a unique celebration for your students.

Last October, our Discovery Kitchen program featured a “Seed to Table” theme for National Farm to School Month. Students had the opportunity to plant tomato and basil seeds. Chefs and dietitians led cooking demonstrations with these ingredients in the cafeteria and featured them on lunch menus.



Farmers Markets

As part of our Farm to School initiative – and a fan-favorite event from our Discovery Kitchen library – Chartwells sponsors farmers markets at all schools. Not only has this brought an authentic retail experience to students and helped shape the way they select healthy foods outside of school, these innovative programs teach kids about financial transactions, math and nutrition.

During the event, outdoor tents can be set up to emulate the traditional farmers market experience for students, similar to what they and their families would experience at their local farmers market. All students are able to participate in a shopping experience using play money to “purchase” produce at the market. Each student receives a bag to hold their chosen produce, play money, handouts and healthy recipes that explain how to prepare and cook some of the fresh produce.



At Bay District Schools, Chartwells proudly partners with local farmers to create mock farmers markets at schools. Students use play money to purchase fresh fruits and vegetables to take home and share with their families. Each month highlights seasonal produce by featuring a different fruit or vegetable to sample and learn about.

“When the kids try something, especially that they’ve never had before, you can see by their face that they are like ‘wow!’ And that’s what we are trying to achieve. We want the satisfaction of them being happy and trying something new they’ve never had.”

– Deborah DiPietrantonio,
Bay District Chef





School Gardens

We work closely with national nonprofit KidsGardening to help students and teachers plant, grow and enjoy their own food because we understand the benefits it can bring to schools and communities. Research shows that kids who get to experience gardening are more likely to:

- Enjoy greater social and emotional well-being
- Eat and prefer fresh fruits and vegetables
- Feel a responsibility to care for the environment

We offer:

- An extensive garden guide
- Food safety guidance for serving garden produce in the cafeteria
- Assistance with garden grants
- Webinars and teacher resources for leading garden education

We're committed to supporting the cultivation of gardens in every school and serving garden produce in school meals whenever possible.

Tower Gardens

It doesn't get any more local than your classroom. Tower gardens can help you educate, excite and inspire your students.

They provide a hands-on approach to learning in a fun and engaging way. Use your tower gardens to grow a variety of vegetables, herbs and other plants in conjunction with a curriculum based around nutrition and science. Better yet, harvest your bounty, and one of our chefs will incorporate them into an educational event for your students.

Compared to traditional gardening, there's less hassle and cleanup with tower gardens because they don't use soil. Tower gardens have been shown to increase yields by as much as 30% and triple the speed of plant growth, while using only 10% of the water and space needed for soil gardening.



Hydroponic Tower Gardens at Menasha Joint School District

Brian Adesso, director of business services at Menasha Joint School District (MJSD), was on a mission to deliver fresh, nutritious food to his students. He found his answer at Fork Farms in the form of compact hydroponic towers. They required very little space and labor and no soil to grow healthy, delicious produce. He worked with Chartwells' assistant director of dining services to safely get the fresh, leafy greens from the tower gardens to students' plates. MJSD has already replaced 30% of what they used to purchase for the high school with greens grown on-site, and sales of salad entrees have doubled since last year. Prior to implementation, a student requested a new apple because the one they received had a leaf on it; now students districtwide are choosing fresh, healthy food grown right on campus.



Farmshelf

Most of the food we eat is grown 1,500 miles away. At Farmshelf, they're turning food miles into food feet with an automated, internet-connected system that allows you to grow food right in your schools. This smart, hydroponic growing system combines form and function to deliver an innovative solution to local, sustainable growing. A Farmshelf unit grows leafy greens and herbs two to three times faster than outdoor gardening. It monitors plants' needs every step of the way and alerts you when it's time to harvest.



Glass cube design. The four-sided glass configuration lets students view the entire growing process.

In-unit germination. A dedicated germination shelf increases crop yields and efficiency.

A farm in your cafeteria or classroom. The 288-plant capacity ensures there is always plenty to harvest.

Controllable LED grow lights. Custom LED grow lights can be dimmed during mealtimes or ramped up for faster growing.

Removable grow trays. Harvesting and cleaning is easy, you can even put the trays in the dishwasher!

Outer frame colors. Farmshelf is available in a wide range of colors so it can blend in or stand out.



Waste Reduction

Our proprietary online waste-tracking program, **Waste Not**, allows users to see trends and make adjustments to reduce waste over time. Districts using the program have seen an immediate impact and identified opportunities for targeted training around knife skills, forecasting and inventory management.

We celebrate Stop Food Waste Day each April to raise awareness, provide education and ignite change in response to the global food waste epidemic. Students can become “Food Waste Warriors,” pledging how they will do their part to reduce food waste.



Waste Reduction in Action

Winston-Salem/Forsyth County Schools

Chartwells covered the cost difference of switching to compostable trays in the cafeteria at Speas Elementary to support a parent and student-led composting program. The board of education later voted to replace polystyrene trays at all WS/FCS locations where they were used.

Los Alamos Public Schools

Eco Club students wanted to institute a zero-waste school lunch program, so Aspen Elementary School Principal Michele Altherr met with Chartwells' director of dining services to discuss implementation. Foam trays were replaced with plastic, reusable ones, and to cut down on food waste, a salad bar is available so students can choose which fruits and vegetables to eat and how much they want.

*Waste Not has successfully reduced waste by as much as **73%**, primarily from the fruit and vegetable bar.*



Food Recovery

Donating surplus food serves the planet and the community. Through our Food Recovery program our associates work with the district – and where available, student volunteers – to coordinate food donations to local nonprofits for community distribution. Our food recovery toolkit includes:

- Standard operating procedures
- Tips for locating a nonprofit agency and key points to discuss
- Training for associates and student volunteers
- Marketing materials to educate students and families

Imperfectly Delicious Produce (IDP) is a program that rescues local produce that may otherwise go unused because it doesn't meet the strict visual standards of larger retailers even though it contains the identical nutrient composition. Using these nutritious and delicious foods is a great opportunity to help local farms, our communities and the environment.



Since IDP's inception, over **3 million** pounds of produce have been put to good use in our kitchens.

HEALTHY PLANET

Children are our future. Someday they will be the decision-makers, educators and possibly even policymakers of our world. Teaching them about sustainability will give them the opportunity to take responsibility for their actions, plan for the future and maintain a healthier planet.

Simple measures can make a big difference. It's one fewer piece of plastic in a landfill, an extra lightbulb turned off daily or one more meatless meal eaten. Teaching children that they can make a difference will help to raise a generation of adults who are more aware and environmentally conscious than the generation before them.

With this in mind, we are happy to introduce Discovery Kitchen Healthy Planet. The series focuses on explaining the significance of our choices in the cafeteria, in the home and in the community so children begin to understand the impact they can have on the future of our planet. Healthy Planet incorporates not only sustainable practices, but also allows students to learn about other values, such as responsibility and caring for others, both animals and people.

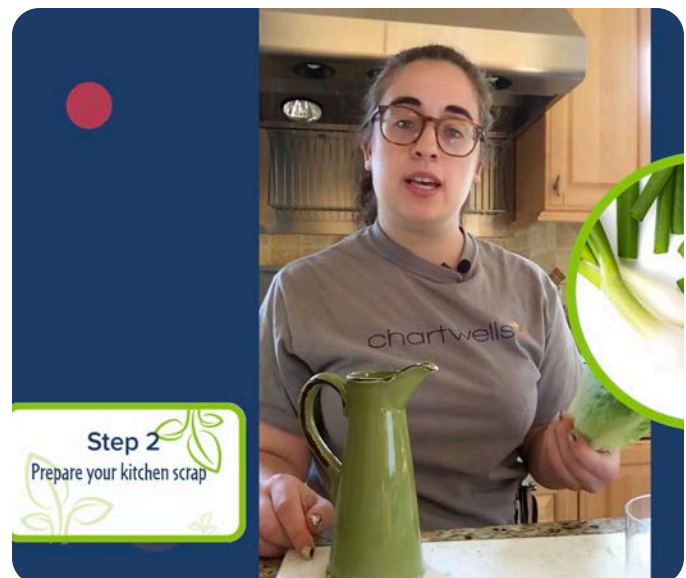
Sustainability Education for the Entire School Community

We ensure our foodservice teams have ongoing learning opportunities, and we love to share our knowledge and resources for living a responsible and sustainable life with families and the community. Sustainability tips, facts and helpful websites can be provided to families via Nutrislice, social media, district websites or during events such as Back to School. We are also available to host a talk for parents that focuses on a specific topic, such as how to reduce food waste at home.



*Click here to
check out our videos
on aquaponics, scrap
gardening and food systems.*

*Alternatively, visit the
following link: [vimeo.com/
showcase/8715512](https://vimeo.com/showcase/8715512)*





Our Commitment

Our sustainability scorecard measures our commitment to serving food that's good for you and good for the planet. We're proud of the progress we've made over the past year to purchase more poultry that is sustainably raised and sourced, while maintaining our high percentage of sustainably sourced seafood and dairy products.

100% rBGH-free milk


99% rBGH-free yogurt

94% reduced-antibiotic chicken

78% reduced-antibiotic turkey

99% sustainable seafood

59% cage-free shell eggs

73% 

Percentage of produce and dairy that Chartwells purchased from local farms in 2021.





Attachment L: Respondent Taste Test Criteria



Serving Up Happy & Healthy

Attachment L: Respondent Taste Test Criteria

Taste test Instructions: Fill in the table below. Identify visual qualities in the 'Appearance' column (ex. Shape, color, consistency etc.) and taste qualities in the 'Taste' column (salty, sweet, tender, after-taste, etc.) Note the overall score for the item (1-5) Details for the taste test will be provided at the mandatory tour.

Taste Menu Item	Appearance Quality Standards	Taste Quality Standards	Overall Score

Chartwells participated in the Taste Test at El Camino Real on April 19th.

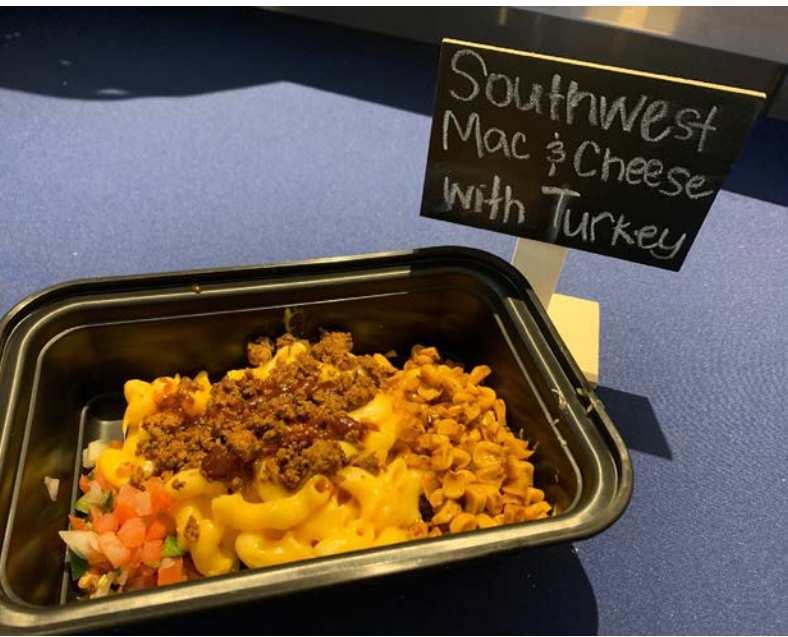




Exhibit 1: Model Fixed-Price Contract



Serving Up Happy & Healthy

Exhibit 1: Model Fixed-Price Contract
FOOD SERVICE MANAGEMENT COMPANY

El Camino Real Charter High School
FOOD SERVICE PROGRAM

5440 Valley Circle Blvd
Woodland Hills, CA 91367
(818) 595-7500

Model Fixed-Price Contract

Table of Contents

CONTRACT SUMMARY..... 2

MODEL FIXED-PRICE CONTRACT..... 3

I. Introduction 3

II. General Terms and Conditions 3

III. Relationship of the Parties 10

IV. Food Service Program 11

V. Buy American Requirements 13

VI. U.S. Department of Agriculture Foods 14

VII. Meal Responsibilities 17

VIII. Food Service Management Company Employees 17

IX. Books and Records..... 18

X. Monitoring and Compliance 19

XI. Equipment, Facilities, Inventory, and Storage..... 19

XII. Certifications 20

XIII. Insurance 21

XIV. Termination..... 22

SCOPE OF WORK 23

SCHEDULE OF FEES 28

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	
	FOOD SERVICE MANAGEMENT COMPANY NAME AND FEDERAL TAX IDENTIFICATION NUMBER	
2	The term of this Contract is for one year, commencing on	7/1/2022 and ending on 6/30/2023
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	<i>Enter page(s)</i>
	Contractor Proposal Received	<i>Enter page(s)</i>
	Attached Terms and Conditions	<i>Enter page(s)</i>
	Exhibit A: Scope of Work	<i>Enter page(s)</i>
	Exhibit B: Schedule of Fees	<i>Enter page(s)</i>
IN WITNESS WHEREOF, the parties hereto have executed this Contract.		
FOOD SERVICE MANAGEMENT COMPANY		<i>California Department of Education Use Only</i>
NAME of FSMC (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
SCHOOL FOOD AUTHORITY		
NAME of SFA		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		<input type="checkbox"/> Exempt per:

Model Fixed-Price Contract

I. Introduction

The El Camino Real 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 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, 2022** and continue through **June 30, 2023**. 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 (Title 7. Code of Federal Regulations (7 CFR), Section 210.16[d]).

B. Designated Contract Liaisons

SFA Liaison for Services		FSMC Liaison for Services	
Name:		Name:	
Title:		Title:	
Phone:	Cell Phone:	Phone:	Cell Phone:
Fax:	E-mail:	Fax:	E-mail:

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

SFA	FSMC
Name:	Name:
Title:	Title:
Address:	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 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 (Title 2, Code of Federal Regulations (2 *CFR*), Section 200.406[a]).

2. Payment Terms

The FSMC shall submit **monthly** invoices by **the 10th** 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 2 *CFR*, Part 200, as applicable. The SFA will pay invoices submitted by the FSMC within **30** days of the invoice date. The SFA will pay invoices received by its accounting department within 30 days 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, Finance Charges, Income and Expenses

Interest, fines, penalties, finance charges, income and expenses that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund) (2 *CFR*, Section 200.441). The SFA is prohibited from paying unallowable expenses from the SFA's cafeteria fund.

4. Spoiled or Unwholesome Food, Food Not Meeting Detailed Food Component Specifications or Contract Requirements.

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 contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [[CPI regional index](#): Los Angeles (CPI)]. The April CPI value will be used as a representation of the change in CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA. Of note, the CPI fee increases should be applied to individual meal or unit costs.

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 (7 *CFR*, Section 210.19[a][5]).

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 (7 *CFR*, Section 210.19[a][5]).

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 or SFA staff

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the FSMC should have taken steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible.

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 work for federal purposes (7 CFR, Section 200.315[b]).

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

If the FSMC fails to perform the contract terms, the following penalties may be imposed:

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. Breach of Contract

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.

S. Penalties

Cost resulting from the SFA's violations, alleged violations of, or failure to comply with federal, state, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 CFR, Section 200.441).

T. 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, pandemics, 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.

U. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP) will be discriminated against on the basis of race, color, national origin, age, sex, or disability. State agencies and SFAs shall comply with the requirements of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 *CFR*, parts 15, 15a, and 15b); and FNS Instruction 113-1 (7 *CFR*, Section 210.23[b]).

V. 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 all applicable federal regulations in 2 *CFR*, parts 200 and 400 and 7 *CFR*, parts 210 (NSLP), 220 (SBP), 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), USDA FNS Instructions and policy, federal laws and regulations, California *Education Code (EC)*, and California laws and regulations, where applicable.

W. 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.

X. 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.

Y. 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.
- B.** When 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 SFA will provide the FSMC with an 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.
2. The FSMC will not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event (7 *CFR*, Section 210.21[e]).
3. The FSMC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract (7 *CFR*, Section 210.16[c][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 retains control of the quality, extent, and the general nature of its food service; the prices children are charged for meals (7 *CFR*, Section 210.16[a][4]), and a la carte prices. The SFA may not contract with the FSMC to provide only nonprogram food (e.g., a la carte and adult meals) unless the FSMC offers free, reduced-price, and paid reimbursable lunches to all eligible children (7 *CFR*, Section 210.16[a]).
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 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[m]).
5. 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]).
6. 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).
7. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).
8. 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 (7 *CFR*, Section 245.6).
9. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least three times annually.
10. 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 (*EC* Section 49558).

11. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (7 *CFR*, Section 245.7).
12. 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 245.6[a]).
13. 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]).
14. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met **by the FSMC preparing and serving meals on-site** at an SFA facility (7 *CFR*, Section 210.16[a][7]).

V. Buy American Requirements

A. Food Service Management Company Responsibilities

1. The FSMC must submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo [SP 38-2017](#)).
2. The FSMC must notify the SFA in writing at least 10 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:
 - a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or
 - b) Why competitive bids reveal the cost of the domestic product is significantly higher 50% higher than the nondomestic product
3. The FSMC will provide certification of domestic origin for products which do not have country of origin labels.

B. School Food Authority Responsibilities

1. The SFA shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American Provision requirement **prior** to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an on site administrative review and an off site procurement review.
2. The SFA shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 *CFR*, Section 200.318(b) unless the FSMC has received prior approval from the SFA for nondomestic agricultural commodity or product.
3. The SFA must ensure FSMC compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring FSMCs to certify the domestic percentage of the agricultural food component of products.

VI. U.S. Department of Agriculture Foods

C. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, donated 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 donated foods, as applicable:
 - a) The FSMC must credit the SFA for the value of all donated 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 donated 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 donated foods value of processed end products to the SFA (7 *CFR*, Section 250.51[a]).
 - b) The FSMC shall account for the full value of donated foods (7 *CFR*, Section 250.51) by:

- i) Subtracting the value of all donated 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 in which the donated 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 donated foods in accordance with 7 *CFR*, Section 250.50(d), as applicable, 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 donated foods.
5. The FSMC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR*, Section 250.51[d]).
6. The FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 *CFR*, Section 250.53[a][7]).
7. The method and frequency of crediting donated foods will be in accordance with 7 *CFR*, Section 250.51(b). The FSMC must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.
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 (7 *CFR*, Section 250.53[a][8]).
9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 *CFR*, Section 250.53[a][9]).
10. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 *CFR*, Section 250.54(b).

D. School Food Authority Responsibilities

1. The SFA shall retain title to all donated foods and ensure that all donated 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 donated foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all donated foods in accordance with 7 *CFR*, sections 250.54(a) and (c).
4. The SFA will not extend or renew any Contract if the FSMC did not fulfill all Contract provisions relating to donated foods (7 *CFR*, Section 250.53[a][12]).

VII. 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 (subject to Universal Meals) 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*, parts 210 and 220, as applicable.
4. Prepare/Serve school staff meals in the staff lounge. Meals will be paid by school employees and should be priced competitively with nearby restaurants.

VIII. Food Service Management Company Employees

- A.** The FSMC shall only place employees for work at the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be viewed at the following web page: [School Nutrition Program Professional Standards](#).

The SFA shall ensure that all employees 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. The FSMC shall track the trainings completed by each employee and maintain documentation to validate that training was completed. The FSMC shall remove from the SFA premises any employee who fails to take the required training.

The FSMC shall provide the SFA with a list of 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 4 calendar weeks prior to the commencement of operation. (Exhibit C: Schedule of FTE)

- 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.

IX. 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, USDA FNS and Office of Inspector General of the United States 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 USDA, Inspector General, the Comptroller of the United States, and the CDE, or any of their duly authorized representatives must have the right of access to any documents, papers, or other records of the FSMC and the SFA which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the FSMC and SFA's personnel for the purpose of interview and discussion related to such documents (2 *CFR*, Section 200.336[a]).
- E.** The distributing agency/CDE, recipient agency/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 management and use of donated foods (7 *CFR*, Section 250.53[a][10]).

X. 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

XI. 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 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.
- D.** Ownership of the beginning inventory of food and supplies shall remain with the SFA.
- E.** 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.

XII. 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 200 and 400, and 7 *CFR*, parts 210, 215, 220, 245, 250, 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, and statutes.
- C.** The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued.

For contracts in excess of \$150,000, the SFA and FSMC shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended (Appendix II to 2 *CFR*, Part 200).

- D.** Debarment and Suspension

The parties shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 *CFR*, Part 200, Appendix II).

E. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Section 418) must accompany each subsequent four (4) additional one-year renewals. Contract renewals that do not include this certification will not be accepted for consideration (Appendix II to 2 *CFR* Part 200 Section [I]: Byrd Anti-Lobbying [31 U.S.C 1352]).

XIII. 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.

XIV. Termination

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, sections 210.16[d] and 250.12[f][9]). 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 (2 *CFR*, Section 200.339[a][3]). 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 (2 *CFR*, Section 200.339[a][4]). 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.

Scope of Work

1. Overview of El Camino Real Charter High School Food Service Program

- A. **Scale.** The SFA employs 0 persons who provide food service to approximately 3,700 children at one site. The food service prepares approximately 68,000 Breakfasts and 173,000 Lunches annually.
- B. **Financial Goals.** The FSMC is to manage all food waste, and invoice the SFA each month for the number of meals served.
- C. **Management Goals.** The FSMC is expected to properly manage all aspects of the NSLP, SBP in accordance with USDA and CDE regulations. Daily meal production records, daily temperatures are to be recorded and maintained on site. These records are to be kept for 3 years. All meals served are to contain all components using Offer vs Serve, to create a reimbursable meal. All meals are to follow the USDA meal pattern. FSMC staff is to treat all students with respect and maintain all confidentiality when serving meals.
- D. **Food Service Office and Staff.** The food service staff is provided by the FSMC. The FSMC should analyze the meals needed and determine how many staff is appropriate to properly serve this site.
- E. **National School Lunch Program and School Breakfast Program.**

Participation

PROGRAM	GRADES	MAX ENROLLMENT*	AVERAGE DAILY PARTICIPATION	FULL PAY*	FREE*	REDUCED*
National School Lunch (NSLP)	9-12	3,700	793	256	394	144
School Breakfast Program (SBP)	9-12	3,700	572	136	320	115

2. Description of FSMC Responsibilities

General: Under the direction of the SFA's Operations Director, the FSMC selected pursuant to this RFP will provide the following: The FSMC is expected to properly manage all aspects of the NSLP, SBP, USDA FDP, in accordance with USDA and CDE regulations. Daily meal production records, daily temperatures are to be recorded and maintained on site. These records are to be retained for an additional 3 years from the last date of the contract. All meals served are to contain all components using Offer vs Serve, to create a reimbursable meal. All meals are to follow the USDA meal pattern. FSMC staff is to treat all students with respect and maintain all confidentiality when serving meals. Assist the SFA in student meal collections. In addition, the FSMC will employ qualified professionals to cook, prepare, serve and count all meals.

A. Purchasing of Supplies for the Food Service Program

Recommend (or be responsible for) purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program.

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSMC.

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

B. Contracting With Small, and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The FSMC shall comply with 2 *CFR*, Section 200.321 (as applicable).

C. Buy American

The SFA participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51 percent or more by weight or volume) using

agricultural commodities that are produced in the U. S. as provided in 7 *CFR*, sections 210.21(d) and 220.16(d). The FSMC must:

1. **Submit certification statements for all processed agricultural products.** The FSMC must provide written documentation to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

2. **Request SFA approval prior to delivering a nondomestic agricultural commodity or product.** If the FSMC cannot comply with #1 above, the FSMC must notify the SFA in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:
 - a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product
 - b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions
 - c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product

D. Facility or Site Operations

The FSMC shall recommend:

- Safety programs for employees
- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required
- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities

- Hours and number of positions at each site to meet food service operational needs

E. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval (7 *CFR*, sections 210.10, 210.16[b][1] and 220.8, if applicable).

Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program.

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities.

F. Quality Control

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

G. Staff

Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional and health certifications, and consistent quality control both in production and service.

H. Records

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA.

I. Education

Recommend actions or events to promote the nutrition education aspects of the food service program, and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the FSMC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSMC and the Food Service Director, other SFA staff, and the school board, upon request.

J. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the FSMC consultant/representative on or before the **10th** of each month (*7 CFR*, 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs.

K. Point of Service

Provide and/or implement an accurate point of service meal and milk count; such meal and milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under *7 CFR*, Section 245.8.

3. Specific FSMC Tasks

Staff Training. All FSMC staff must receive their food handlers certificate, and submit proof of the required training prior to school start. All FSMC must also have all background checks conducted prior to school start, July 1, 2021.

**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, Part 200.

All costs are based on an average daily participation of **1365** students in the district and **180** school days.

Cost per Meal

Note: Prices must **not** include values for donated foods, and must include all meal programs.

LINE ITEM	EST. UNITS*	RATE	TOTAL
Breakfast	98,886	2.48	\$ 245,237.28
Lunch	151,114	4.057	\$ 613,069.50
Snacks	0	\$	\$ -
Nonreimbursable Meals (a la Carte)	3,904	4.057	\$ 15,838.53
TOTAL	253,904	\$	\$ 874,145.31

*Estimated Units provided by SFA



Addenda



El Camino Real Charter High School, California
Addendum to Exhibit 1 – Model Cost-reimbursable Contract

Compass Group USA, Inc. by and through its Chartwells Division (“Chartwells” or “FSMC”) provides, as set forth below, this Addendum to the Model Fixed-Price Contract.

Chartwells is amenable to further discussion and negotiation regarding the revisions set forth in this Addendum in order to reach mutually agreeable terms and conditions.

Model Fixed-Price Contract

1. **Page 39, Section II(D)**. The first paragraph of this Section is deleted in its entirety and replaced with the following: “For each renewal year, the FSMC’s fees shall be adjusted on the first day of each renewal term at a rate equal to the greater of the increase in (1) Employment Cost Index, Private Industry, Compensation, Not Seasonally Adjusted – CIU201000000000A; (2) Consumer Price Index- Food Away From Home for the preceding year; or (3) three percent (3%).”

2. **Page 41, Section II(P)**. This Section is deleted in its entirety and replaced with 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.”

3. **Page 55, Section XIII**. This Section is revised as follows:

- a.) Section XIII(A) is revised to add “/each employee/policy limit” after accident.
- b.) Section XIII(B) is deleted in its entirety and replaced with the following:

“The FSMC shall maintain during the term of this Contract, for protection of the FSMC, Comprehensive or Commercial General for 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 and in the aggregate, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability or equivalent in current ISO policy form, Blanket Contractual Liability, and Products/Completed Operations Liability, covering the operations and activities of the FSMC under the Contract and, upon request, shall provide the SFA with a certificate of insurance evidencing such policies. All limits can be met through a combination of primary and excess/umbrella liability policies. The insurance policies required herein shall contain covenants by the issuing company that the insurers shall endeavor to provide 30 days prior written notice of cancellation to the SFA. With the exception of Workers’ Compensation Insurance, the SFA shall be included as an additional insured under the FSMC’s liability policies of insurance required herein to the extent the SFA is indemnified pursuant to the insurable portions of this Contract.”

4. **Page 56, Section XIV**. This Section is revised to delete the following:

“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 (2 CFR, Section 200.339[a][3]).”

and replace it with the following:

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

In the event of a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control.”

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.

El Camino Real Charter High School

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



chartwells
serving up happy & healthy