

RENEWAL AGREEMENT NUMBER TWO

This renewal agreement number one effective as of the last dated signature below, is between Woodland School District No. 404, hereafter called the Local Education Agency (LEA), and Sodexo America, LLC, a Delaware Limited Liability Company, hereafter called the Food Service Management Company (FSMC).

WITNESSETH:

WHEREAS, the Woodland School District and Sodexo are parties to a certain agreement, dated August 28, 2012 and

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the Parties hereto agree as follows:

1. Section 1.3 is deleted and replaced by the following:

1.3 Term of the Contract. The term of this contract shall be for (1) one year commencing on August 1, 2014, and continuing until July 31, 2015. The contract is subject to two (2) additional one-year renewals upon the written, dated consent of both parties, unless terminated by either party as provided herein. [7 CFR 210.16(d)]

2. Section 3.3 is amended to include the following:

D. The FSMC shall provide a reimbursable lunch and breakfast meal pattern which meets the nutrition standards stated in section 201 of the Healthy, Hunger-Free Kids Act of 2010 (Pub. L. 111-296, HRFKA) amended Section 4(b) of the NSLA, 42 USC 1753(b).

3. Section 6.1 is deleted and replaced by the following:

6.1 Billing for Fixed Price Per Meal. The FSMC shall invoice the LEA each month a Fixed Price of \$1.705 for each Pattern Meal (defined as a meal eligible for government reimbursement) and Meal Equivalent served. The Fixed Price of \$1.705 includes the market value of the commodities the LEA is entitled to. The FSMC shall credit the LEA on the monthly invoice for the market value of commodities received during the same month. The Fixed Price is based upon the FSMC's estimates at the time of submission taking into account the financial risks assumed by the FSMC and certain fees and charges incorporated into the calculation of the Fixed Price such as liability insurance at average manual rate, fixed percentage salaries and wages for benefits and supplies and services at invoice cost with the FSMC retaining allowances negotiated in its national and regional procurement contracts. Future fixed price increases will be

limited to the percentage of change in the Consumer Price Index for All Urban Consumers or 3%, whichever is greater.

4. Section 6.2 is deleted and replaced by the following:

6.2 Meal Equivalent Defined. Meal equivalents shall be determined by dividing the total of all non-reimbursable meal program sales by the total of the following:

(1) Federal Free Lunch Reimbursement Rate	\$2.93
(2) Commodity Entitlement Rate	<u>\$0.2325</u>
Total	\$3.1625

One and one-half (1.5) breakfasts shall equal one (1) meal. Three (3) snacks shall equal one meal. The aforementioned rates apply to all programs including the National School Lunch Program and the Summer Meal Program.

5. Section 6.6 is deleted and replaced by the following:

6.6 Guarantee. The FSMC guarantees the LEA shall receive an annual Surplus of Four Thousand Eight Hundred Seventy Three Dollars (\$4,873.00). As used herein, Surplus shall be defined as the excess of all sales of food, beverages, goods, merchandise and services in the Food Service operation including federal and state reimbursements, excluding any applicable sales taxes, over the total of Fixed Price Per Meal and Program Expenses as set forth in Section 6.7. If the annual Surplus for the Food Service program falls short of the aforementioned amount, the FSMC shall pay the difference to the LEA. In each subsequent year that this agreement is renewed the FSMC shall submit an updated financial pro forma (Attachment 1). It is understood by the parties that Financial Pro Formas submitted by the FSMC reflect (i) certain internal charges and allocations for procurement, insurance and employee benefits as determined by the FSMC and (ii) supplies and services at invoice cost with the FSMC retaining rebates and allowances negotiated in its national and regional procurement contracts. Such rebates and allowances may not be reflected in the worksheets and/or budgets. If the LEA makes a net profit in the food service account after deducting operating and indirect expenditures from all food service receipts and all federal and state meal reimbursements, the LEA must deposit the net income back into the food service account. If enrollment declines by one (1) percent or more from the previous school year then both parties agree to take the impact of such a decline into consideration when determining the final financial position of the meal program.

6. Section 6.7 is deleted and replaced by the following:

6.7 Program Expenses. For purposes of determining the financial position of the program the LEA labor cost and other LEA operating costs charged to the Food Service Program shall not exceed Three Hundred Forty Four Thousand Dollars (\$344,000.00).

7. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement as of the dates written below:

WOODLAND SCHOOL DISTRICT #404

SODEXO AMERICA, LLC.

By: _____

By: _____

Name: Stacy Brown

Name Ted J. Monk

Director of Business Services

Senior Vice President

Date: _____

Date: _____

Attachment 1

**WOODLAND SCHOOL DISTRICT
2014-2015 FINANCIAL PRO FORMA**

Resources:		Dollars	CPM
Local Sales		\$179,149	\$0.729
Reimbursements:			
State		\$8,693	\$0.035
Federal		\$534,187	\$2.175
USDA Commodity	196,320 x \$0.2325	\$45,644	\$0.186
Total Resources		<u>\$767,673</u>	<u>\$3.125</u>
Requirements			
Food Cost:			
Food Costs (including worker meals)		\$267,556	\$1.089
USDA Commodity		\$45,644	\$0.186
<i>Total Food Cost</i>		<u>\$313,200</u>	<u>\$1.275</u>
Labor Costs:			
Hourly Wages		\$0	\$0.000
Hourly Taxes & Benefits		\$0	\$0.000
District Labor		\$344,000	\$1.401
<i>Total Labor Cost</i>		<u>\$344,000</u>	<u>\$1.401</u>
Non-Food Expenses			
Paper, Cleaning, Etc...		\$51,648	\$0.210
District ~ Operating Costs		\$0	\$0.000
<i>Total Non-Food Cost</i>		<u>\$51,648</u>	<u>\$0.210</u>
Contract Services			
FSMC Supervisory Cost		\$30,800	\$0.125
FSMC's Management Costs	245,631 x \$0.09426	\$23,152	\$0.094
<i>Total Contract Services</i>		<u>\$53,952</u>	<u>\$0.220</u>
Total Requirements		<u>\$762,800</u>	<u>\$3.106</u>
Net Gain to District		<u>\$4,873</u>	<u>\$0.020</u>

Breakfasts	59,648	@	1.5	=	39,765	Meals for Fee
Equivalent	\$30,189	@	\$3.1625	=	9,546	Meals for Fee
Lunches	195,120	@	1	=	195,120	Meals for Fee
Summer	1,200	@	1	=	1,200	Meals for Fee
Total Fee Meals:					245,631	Meals for Fee

Total Rate Per Meal	\$3.106
District Costs	-\$1.401
Fixed Price Per Meal*	\$1.705

Sodexo's **Fixed Price** per meal offered herein is fully compliant with FNS-2007-003 RIN 0584-AD38 Procurement Requirements for the National School Lunch, School Breakfast and Special Milk Programs, per the Food and Nutrition Services, USDA, Final Rule, dated Wednesday, October 31, 2007. Sodexo's estimated food cost is based on its invoice price, without reduction for rebates, credits, discounts, and allowances. The estimated value of rebates, credits and discounts has been used in formulating the fixed price per meal and Sodexo's retention of such amounts allows it to establish its fixed price per meal while limiting the Management Fee component of such fixed price per meal. In addition, the fixed price per meal is based upon Sodexo's estimates at the time of submission, taking into account the financial risks assumed by Sodexo and certain fees and charges incorporated into the calculation of the fixed price per meal such as insurance at average manual rates and a fixed percentage of salaries and wages for benefits.

Data provided in this Financial Pro Forma with respect to Sodexo's operating expenses is provided for informational purposes only. Variances between the Financial Pro Forma and the actual operating expenses will not cause any additional charges, credits or changes to the fixed price per meal/meal equivalent charged to the District.

For the avoidance of doubt, the **Financial Guarantee** shall be calculated as follows: all program revenues including student cash sales, federal reimbursements from lunch, breakfast and snack meals, adult sales, special functions, and summer meal program revenues and the value of commodities received less (i) the Fixed Price for all meals served, and (ii) LEA labor and other program expenses as outlined in Contractor's Financial Pro Forma.

Attachment 2

**2014-2015
Woodland SD Meal Program
Reimbursements / Meal Prices / Serving Days**

	Lunch	Severe Need Breakfast	Non-Severe Need Breakfast	Summer Program
Federal Reimbursements:				
Free	\$3.1000	\$1.950	\$1.630	\$3.470
Reduced	\$2.6900	\$1.640	\$1.320	\$3.470
Paid	\$0.370	\$0.290	\$0.290	\$3.470
State Reimbursements:				
Free	\$0.0000	\$0.17	\$0.17	\$0.00
Reduced	\$0.0000	\$0.17	\$0.17	\$0.00
Paid	\$0.0000	\$0.00	\$0.00	\$0.00
Commodity Rate Per Lunch:	\$0.2325	\$0.00	\$0.00	\$0.00
Meal Prices:				
Reduced*	\$0.00	\$0.30	\$0.30	\$0.00
Paid - Elementary	\$2.10	\$1.35	\$1.35	\$0.00
Paid - Middle	\$2.45	\$1.50	\$1.50	\$0.00
Paid - High School	\$2.45	\$1.50	\$1.50	\$0.00
Adult	\$3.50	\$2.50	\$2.50	\$0.00
Service Days:	178	178	178	33

** **Reduced Lunch:** The District will receive \$.40 in State Reimbursement for each (K-3) Reduced Price lunch served. The District elected to not charge for (4-12) Reduced Price lunches beginning with the 2014-2015 school year.*

Certificate of Independent Price Determination

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

Sodexo America, LLC.	Woodland School District
NAME OF FOOD SERVICE MANAGEMENT COMPANY	NAME OF LOCAL EDUCATION AGENCY

A. By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the Food Service Management Company certifies that:

1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
2. He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

Tel Moh, Senior Vice President 6-2-14
SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE

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

_____, Superintendent DATE
SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE

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

Suspension and Debarment Certification

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$25,000.

U. S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

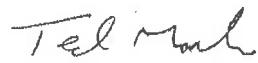
Sodexo America, LLC.

Organization Name

PR/Award Number or Project Name

Ted Monk, Senior Vice President

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


Signature(s)

6-2-14
Date

Clean Air and Water Certificate

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

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

Sodexo America, LLC.

Woodland School District

NAME OF FOOD SERVICE MANAGEMENT
COMPANY

NAME OF LOCALE DUCATION
AGENCY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Tel Moh, **Senior Vice President** **6-2-14**
SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE

_____, **Superintendent**
SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE DATE

Certification Regarding Lobbying Disclosure of Lobbying Activities
(Complete the form that is applicable.)

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

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

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

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

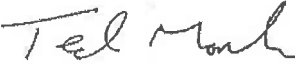
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Sodexo America, LLC.
10300 SW Greenburg Road, Suite 271
Portland, OR 97223

Name/Address of Organization

Ted Monk, Senior Vice President

Name/Title of Submitting Official



Signature

6-2-14

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____</p>
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<p>4. Name and Address of Reporting Entity:</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
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<p>6. Federal Department/Agency:</p> <p style="margin-left: 20px;">U.S. Congress Department of Defense USDA</p>	<p>7. Federal Program Name/Description:</p> <p><input checked="" type="checkbox"/> NSLP <input type="checkbox"/> SBP <input type="checkbox"/> SFSP <input type="checkbox"/> SMP <input type="checkbox"/> CACFP</p> <p>CFDA Number, if applicable: _____</p>
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<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ _____</p>
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<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, middle initial):</p> <p style="margin-left: 20px;">Sodexo Operations, LLC. on behalf of itself and all it's subsidiaries 9801 Washingtonian Blvd. Gaithersburg, Maryland 20878</p>	<p>b. Individuals Performing Services (including address if different from 10.a.) (last name, first name, middle initial):</p> <p style="margin-left: 20px;">Bukar, Nancy & Montova, Jessica</p>
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(Attach Continuation Sheet(s) SF-LLL-A if necessary)

<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>	

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in 11:

(Attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. Section 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: Ted Monk</p> <p>Title: Senior Vice President</p> <p>Telephone No.: 503-290-2056 Date: 6-2-14</p>
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