

RENEWAL AGREEMENT NUMBER FOUR

This renewal agreement number four 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, effective 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, 2016, and continuing until July 31, 2017. The contract is subject to zero (0) 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 3.3D is deleted and replaced by 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. Article IV is amended to include Section 4.12:

Professional Standards. The LEA must ensure that the FSMC staff has the knowledge and skills to supply safe and nutritious meals that meet the meal requirements. The LEA director must ensure that the FSMC employees providing services for the school meal programs have the required annual training. Therefore, the LEA must require the FSMC to provide documentation showing the training hours and topics completed by the employees. The LEA director may work with the FSMC to identify appropriate training resources, such as those listed at the professional standards website at <http://professionalstandards.nal.usda.gov>

4. Article VI, Section 6.1 is deleted and replaced by the following:

Billing for Fixed Price Per Meal. The parties have mutually agreed upon a fixed price of \$1.9729 per meal and meal equivalent provided by the FSMC for the 2016-2017 school year. This amount 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 period. Future fixed price increases will be limited to the percentage of change in the Consumer Price Index for all Urban Consumers – Food Away From Home.

5. 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	\$3.09
(2) Commodity Entitlement Rate	<u>\$0.2375</u>
Total	\$3.3275

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

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

6.6 Guarantee. Both parties shall work together to ensure a financially sound and well-run operation. The FSMC shall guarantee that the food service program will achieve a deficit of no more than One Hundred Eleven Thousand Five Hundred Sixty Nine Dollars (\$111,569). Deficit shall be defined as the amount by which all actual and direct operating costs incurred by the LEA (including the Fixed Price Per Meal for all meals served and LEA labor and other expenses as outlined in Attachment 1, FSMC's Financial Pro Forma) exceed the generated program revenues (including student cash sales, state reimbursement funds, federal reimbursements from lunch, breakfast, snack, and supper meals, adult sales, special functions, summer meal program revenues and the value of commodities received). If the annual deficit for the Food Service program is greater than the aforementioned amount, the FSMC shall pay the difference to the LEA. If the LEA makes a net profit in the food service account after deducting its 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. In each subsequent year that this agreement is renewed the FSMC shall submit an updated financial Pro Forma (Attachment 1).

7. 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 costs charged to the Food Service program shall not exceed Four Hundred Fifty Five Thousand Dollars (\$455,000).

8. Article VI is amended to include Section 6.13:

Nonprogram Foods. For fixed price per meal contracts, awarded on a per meal basis and with revenues from nonprogram foods sales converted into meal equivalents to which the fixed price cost is applied, the FSMC will annually provide information on food costs and revenues. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Nonprogram foods include: a la carte; catering; vending; and student stores operated, or any other sales generated through the nonprofit school food service account not already described. The FSMC will be responsible for providing the SFA with, or calculating nonprogram food costs and program revenues for compliance with the 7 CFR Part 210.14(f)

9. Section 7.13 is deleted and replaced by the following:

7.13 Notice. Any notice or communication required or permitted under this contract shall be dated, in writing, and shall be served personally or sent by US registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

Notices to the LEA:

Woodland School District #404
Attention: Stacy Brown
Director of Business Services
800 Third Street
Woodland, Washington 98674-8467

Notices to the FSMC:

Sodexo America, LLC
Attention: Ted Monk
Senior Vice President
10220 SW Greenburg Road, Suite 250
Portland, Oregon 97223

Sodexo Legal Department:

Sodexo America, LLC
Attention: Law Department
9801 Washingtonian Boulevard, Dept. 51/889.74
Gaithersburg, Maryland 20878

Other persons or places may also be designated, in writing, by either of the parties, during the term of this contract. Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the US mail.

10. Attachments 1 and 2 are deleted and replaced with the attached Attachment 1 and 2.
11. 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

By: _____

Name: Stacy Brown

Director of Business Services

Date: _____

7/25/16

SODEXO AMERICA, LLC.

By: _____

Name: Ted Monk

Senior Vice President

Date: _____

7-14-16

Financial Pro Forma

Attachment 1

Resources	Dollars	Cost Per Meal Equivalent
Local Sales	\$253,733	\$1.037
Reimbursement: State		\$0.000
Reimbursement: Federal		\$0.000
National School Lunch Program & School Breakfast Program	\$513,788	\$2.099
USDA Foods (Commodities)	\$58,866	\$0.240
Summer Food Service Program		\$0.000
Fresh Fruit and Vegetable Program		\$0.000
Total Resources	\$826,387	\$3.376
Estimated Expenses		
Food Costs:		
Food Costs (include worker meals)	\$291,775	\$1.192
Local Purchases		\$0.000
Rebates, Credits, and Discounts	\$58,866	\$0.240
Total Food Costs	\$350,641	\$1.432
Labor Costs:		
Hourly Wages	\$455,001	\$1.859
Hourly Taxes and Benefits		\$0.000
Hourly Other: Extra/Sub		\$0.000
Supervisor		\$0.000
Total Labor Costs	\$455,001	\$1.859
Non-Food Expenses:		
Office		\$0.000
Mileage (between locations)		\$0.000
Insurance/Bonding Expenses		\$0.000
Non-Food Supplies (paper/janitorial, etc.)	\$75,279	\$0.308
Equipment Repairs/Replacement		\$0.000
Marketing and Promotions		\$0.000
Other		\$0.000
Total Non-Food	\$75,279	\$0.308
Contract Services:		
FSMC Services	\$57,035	\$0.233
Annual Hourly Labor: Wages & Benefits		\$0.000
Contractor's Management Fee		\$0.000
Contractor's General & Administrative		\$0.000
Total Contract Services	\$57,035	\$0.233
Total Estimated Expenses	\$937,956	\$3.832
Gain / (Loss) to School	(\$111,569)	(\$0.456)
Unrestricted Indirect Costs	\$0	\$0.000
Net Gain/Loss	(\$111,569)	(\$0.456)

Meal Type	Meals/Dollars	Conversion Rate	Meal Equivalents
Breakfasts	59,398	1.5	39,599
Lunches	188,372	1.0	188,372
Snacks		3.0	-
Ala Carte	\$55,960	\$3.33	16,817
Total			244,788

The Fixed Price is based upon Contractor's estimates at the time of submission taking into account the financial risks assumed by Contractor 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 Contractor retaining allowances negotiated in its national and regional procurement contracts.

Woodland SD Meal Program

Attachment 2

Assumptions for 2016-2017

<u>Meal Prices:</u>	<u>Lunch Price/Meal</u>	<u>Breakfast Price/Meal</u>
Reduced: All Levels	<u>\$0.00</u>	<u>\$0.00</u>
Paid: Student - Elementary	<u>\$2.30</u>	<u>\$1.45</u>
Paid: Student - Middle	<u>\$2.65</u>	<u>\$1.70</u>
Paid: Student - High	<u>\$2.70</u>	<u>\$1.85</u>
Adult	<u>\$3.50</u>	<u>\$2.50</u>
<u>Serving Days:</u>	<u>Daily Lunch Serving Days</u>	<u>Daily Breakfast Serving Days</u>
Serving Days: Elementary	<u>178</u>	<u>174</u>
Serving Days: Middle	<u>178</u>	<u>174</u>
Serving Days: High	<u>172</u>	<u>172</u>

<u>Federal & State Reimbursement Rates:</u>	<u>Federal Reimbursement</u>	<u>Sever Need Breakfast</u>	<u>Regular Breakfast</u>
Free	<u>\$3.16</u>	<u>\$2.05</u>	<u>\$1.71</u>
Reduced	<u>\$2.76</u>	<u>\$1.74</u>	<u>\$1.40</u>
Paid	<u>\$0.30</u>	<u>\$0.30</u>	<u>\$0.30</u>
Meal Pattern Certification (All Lunches)	<u>\$0.06</u>	--	--
USDA Foods	<u>\$0.3125</u>	--	--
<u>State Reimbursement - Breakfast (Free & Reduced) \$0.17 per meal</u>			

Certificate of Independent Price Determination

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

Sodexo America, LLC.

NAME OF FOOD SERVICE MANAGEMENT COMPANY

Woodland School District

NAME OF LOCAL EDUCATIONAL AGENCY

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

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


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

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

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

	Senior Vice President	7-14-16
_____ SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE	_____ TITLE	_____ DATE

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

	Director of Business Services	7/28/16
_____ SIGNATURE OF LEA AUTHORIZED REPRESENTATIVE	_____ TITLE	_____ DATE

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 REVERSE)

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

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)

Ted Monk

Signature(s)

7-14-16

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Clean Air and Water Certificate

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

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

Sodexo America, LLC.

NAME OF FOOD SERVICE MANAGEMENT COMPANY

Woodland School District

NAME OF LOCAL EDUCATIONAL AGENCY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

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

Tel Mink **Senior Vice President** 7-14-16
SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE

Hay I Bm **Director of Business Services** 7/25/16
SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE DATE

Certification Regarding Lobbying Disclosure of Lobbying Activities

(Complete the form that is applicable.)

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

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

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

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

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

Sodexo America, LLC.

10220 SW Greenburg Road, Suite 250

Portland, OR 97223

Name/Address of Organization

Ted Monk, Senior Vice President

Name/Title of Submitting Official

Ted Monk

Signature

7-14-16

Date

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <u>A</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <u>A/B</u> a. bid/offer/application b. initial award c. post-award	3. Report Type: <u>A</u> a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: <u>X</u> Prime _____ Subawardee Tier _____, if known: Sodexo Operations, LLC on behalf of itself and all its subsidiaries 9801 Washingtonian Boulevard, Suite 1012 Gaithersburg, Maryland 20878 Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: U.S. Congress Department of Defense USDA	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: Unknown	9. Award Amount, if known: \$ Unknown	
10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle) Sodexo Operations, LLC on behalf of itself and all its subsidiaries 9801 Washingtonian Boulevard, Suite 1012 Gaithersburg, Maryland 20878	10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle) Montelongo, Michael Montoya, Jessica Menapace, James Bukar, Nancy	
11. Amount of Payment (check all that apply): \$ _____ _____ Actual _____ Planned	12. Type of payment (check all that apply): _____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred <u>X</u> f. other; specify: <u>In House Government Affairs Department</u>	
13. Form of Payment (check all that apply): _____ a. cash _____ b. in-kind; specify: Nature _____ Actual _____	14. Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No <u>X</u>	
15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: <p style="text-align: right;">Attach Continuation Sheet(s) SF-LLL-A (if necessary)</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. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Ted Monk</u> Print Name: <u>Ted Monk</u> Title: <u>Senior Vice President</u> Telephone: <u>(503) 290-2056</u> Date: <u>7-14-16</u>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT

CONTRACTORS (Contractors) who desire to provide the Snohomish School District with supplies and/or professional services must comply with the following affirmative action contract requirements. During performance of this contract, the Vendor agrees as follows:

1. Vendor agrees to comply with all Local, State, and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
2. The CONTRACTOR (Contractor) will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or mental or physical handicap. The CONTRACTOR (Contractor) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR (Contractor) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. The CONTRACTOR (Contractor) will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR (Contractor), state that all qualified applicants will receive consideration or employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
4. The CONTRACTOR (Contractor) will send to each labor union or representative or workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTORS (Contractors) affirmative action commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Any Vendor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the Snohomish School District, or shall be subject to other legal action or action or contract cancellation unless a satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Section 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

ACKNOWLEDGMENT:

The Undersigned acknowledges that he/she has read and understands the foregoing.

Ted Monk Ted Monk, Senior Vice President
SIGNATURE

7-14-16
DATE

Sodexo America, LLC
CONTRACTOR NAME