

OFFICE OF SUPERINTENDENT OF PUBLIC  
INSTRUCTION

CHILD NUTRITION SERVICES

Food Service Management Company Contract  
between Woodland School District #404  
And Sodexo America, LLC

ARTICLE I  
INTRODUCTION

- 1.1. Date of and Parties to the Contract. This contract (“contract”), effective as of the last dated signature below, is between Woodland School District #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).
- 1.2. Purpose of Contract. This contract sets forth the terms and conditions upon which the LEA retains the FSMC to manage and operate the LEA’s food service for the LEA’s students, employees, visitors, and guests.
- 1.3. Term of the Contract. The term of this contract shall be for one (1) year beginning on September 1, 2017, and continuing until August 31, 2018. The contract is subject to four (4) 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)]
- 1.4. Termination.
  - A. *Termination for Convenience.* This contract may be terminated at any time by the mutual written consent of the parties. The parties shall give each other not less than sixty (60) days written dated notice of their intention to terminate for convenience. [7 CFR 210.16(d)]
  - B. *Termination for Cause.* If either party fails to comply with any of the obligations required of it in this contract, the injured party may give a written notice of termination. Following receipt of written notice the contract will be terminated in sixty (60) days.
  - C. *Penalty Provision.* If either party has breached the terms of this contract and has not cured the breach, the non-breaching party may elect to pursue any available administrative, contractual, or legal remedy including, but not limited to, termination. [7 CFR Part 3016]
  - D. *Surrender of Program Records.* At the point of termination of this contract, the FSMC will give to the LEA all original program records pertaining to the contract period and renewals. These documents include, but are not limited to: daily meal counts by meal benefit category by school/site for each program; monthly benefit issuance rosters with student start and withdrawal dates; and daily menu production records by program.
  - E. *Return of Unused USDA Donated Foods.* When a contract terminates and is not extended or renewed, the FSMC must return all unused USDA donated ground beef, donated ground pork, processed end products, and other unused donated foods to the LEA. [7 CFR 250.52(c)]

- 1.5 Remedy. If either party, LEA or FSMC, commits any material breach or default of any covenant, warranty, obligation, or contract under this contract, or fails to perform the work under this contract in accordance with its terms, such breach, default, or failure shall be cured within ten (10) business days of written dated notice from the injured party. Failure to cure or remedy within ten (10) days receipt of notice shall be grounds for termination for cause.
- 1.6 Rights Beyond Termination. The rights of termination referred to in this contract are not intended to be exclusive, and are in addition to any other rights available to either party at law or in equity.
- 1.7 Cure Period. After a request for termination is made, if the parties mutually agree to a cure or remedy, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in Section 1.4, paragraph B above. This letter should be counter-signed and dated by the receiving party and the letter should become an amendment to this contract, attached to the party's respective copies of this contract.
- 1.8 Construction and Effect. A waiver of any failure under this contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This contract supersedes all prior negotiations, representations, or contracts.
- 1.9 Amendments to the Contract. Each of the Articles, Appendixes, and any amendments shall remain in effect throughout the term of this contract unless the parties mutually agree, in a written dated signed document attached to this contract, to amend, add, or delete an Article, Appendix, or prior Amendment. Any amendment to this contract shall become effective at the time specified in the amendment.
- 1.10 Sanctions. For breach of the contract and associated benefits:
  - A. The Office of Superintendent of Public Instruction (OSPI) shall be notified immediately in a signed, dated writing by the party or parties seeking any form of termination action, and reasons for termination.
  - B. The name of any party who has caused a breach shall be kept on record by OSPI for information and action if necessary.
  - C. If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the LEA in procuring similar services, and is liable for administrative, contractual, and legal remedies as applicable.

ARTICLE II  
RELATIONSHIP OF THE PARTIES

2.1 Limited Agency. To the extent that state or federal statutes or regulations require that the FSMC to be an agent of the LEA for certain regulatory purposes, such statutes and regulations shall be controlling, and the FSMC shall be the LEA's agent for such purposes. Otherwise, FSMC shall be an independent contractor and not an officer, agent, employee, partner, joint venture, or servant of the LEA.

2.2 Responsibilities of FSMC.

- A. The FSMC shall manage the preparation and service of a variety of high quality, wholesome, and nutritious food and beverages for students, faculty, staff, employees, and others as designated by the LEA in accordance with the terms and conditions of this contract.
- B. The FSMC agrees that it will perform the work described in this contract in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.
- C. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this contract.
- D. The FSMC agrees to furnish the LEA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

2.3 Responsibilities of LEA.

- A. The LEA shall require the FSMC's daily food service operation to comply with the LEA's agreement with OSPI under the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), Fresh Fruit and Vegetable Program (FFVP) and Child and Adult Care Food Program (CACFP); retain control of the quality, extent, and general nature of the food service operation; and establish all non-program meal and a la carte prices. The LEA does not direct the day-to-day operations of the FSMC's operation. Program meal prices will be established by the LEA. The LEA shall retain overall financial responsibility for the school nutrition program. Authorized representatives of the LEA shall have access to all portions of the food service facilities at all times, and shall monitor the performance of the FSMC under this contract through periodic on-site visits. [7 CFR 210.16(a)(2)(3)(4), 210.19(a)(1)]
- B. The LEA shall retain signature authority on the Child Nutrition Program Food Services Agreement, Free and Reduced-Price Policy Statement, and all claims for reimbursement. [7 CFR 210.9(a)(b); 210.16(a)(5)]

- C. The LEA shall be responsible for all contracts entered into in connection with the school nutrition program. [7 CFR 210.21; 210.19(a)(1); and 3015]
- D. The LEA shall ensure resolution of program review and audit findings.
- E. [7 CFR 210.9(b)(17) and 210.18(k)(1)(2).]
- F. The LEA shall establish an advisory board composed of parents, teachers, and students to assist in menu planning. [7 CFR 210.16(a)(8)]
- G. The LEA shall maintain applicable health certification. [7 CFR 210.16(7)]
- H. The LEA shall administer the application process for all free and reduced-price meals, and shall establish and notify parents and guardians of program criteria for eligible students. The LEA shall distribute and collect the parent letter and application for free and reduced-price meals. The LEA shall determine eligibility and verify applications for free and reduced-price meal benefits and conduct any hearings related to such determinations. [7 CFR 245.6, 6a, 7, 10]
- I. Both the LEA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced-price meals.
- J. The LEA shall assure that the maximum amount of USDA donated foods are received and utilized by the FSMC. [7 CFR 210.9(b)(15)]
- K. The LEA shall establish commodity processing contracts. [7 CFR 250.51(a)]

### ARTICLE III FOOD SERVICE PROGRAM

- 3.1 Location. The FSMC shall manage the preparation and service of meals for the schools/sites listed in Appendix A, attached to and incorporated in this contract by reference. Additional schools/sites may be added via a signed, dated document agreed to by both parties.
- 3.2 Programs. The FSMC shall manage the preparation and service of meals for the LEA acting as a sponsor of the following USDA Child Nutrition Programs:
- National School Lunch Program (NSLP)
  - School Breakfast Program (SBP)
  - Summer Food Service Program (SFSP)

In the event the LEA decides to offer the following programs, the FSMC shall manage the preparation and service of meals for the LEA:

- Fresh Fruit and Vegetable Program (FFVP)
- Child and Adult Care Food Program – At-Risk Afterschool Meals (CACFP)

- 3.3 Calendar. All meals will be provided in accordance with meal pattern requirements in an approved calendar, attached as Appendix B and incorporated in this contract by reference. The FSMC shall provide a 21-day cycle menu. The FSMC must adhere to the cycle menu for the first twenty-one (21) days of meal service, and any changes made thereafter may be made only with approval of the LEA. [7 CFR 210.16(b)(1)]
- 3.4 Meal Program. The FSMC shall provide nutritional, high-quality breakfasts, lunches, snacks, suppers, milk service, a la carte food, and vending items (*delete any items that don't apply*) in accordance with the following terms:
- A. All reimbursable lunches, breakfasts, suppers and snacks shall meet the requirements for USDA reimbursement as described in 7 CFR 210.10, 220.8, 225.16, 226.20, and the FFVP Handbook for Schools, as applicable.
  - B. Prices to be charged for meals and snacks during the current contract year shall be established by the LEA. [7CFR 210.16(a)(4)]
  - C. The FSMC shall collect gross sale receipts, on behalf of the LEA, for cash-paid meals, a la carte items, and vending items. Gross cash receipts shall be turned over daily to the LEA, who is directly responsible to the state for any taxes which may be applicable.
  - D. Component Food Based menu planning is used at all sites for breakfast and lunch in compliance with the final rule for **Nutrition Standards in the National School Lunch and School Breakfast Programs** [7 CFR Parts 210 and 220].
  - E. 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, HHFKA) amended Section 4(b) of the NSLA, 42 USC 1753(b).
- 3.5 Dietary Exceptions for Disability Reasons. The FSMC must make substitutions in breakfasts, lunches, and/or afterschool snacks for students who are considered to have a disability (as defined under 7 CFR 15b.3) and whose disability restricts their diet. Substitutions must be made on a case by case basis only when supported by a signed written statement from a licensed physician. [7 CFR 210(g)(1), 7 CFR 220.8(d)(1)]

Dietary Exceptions for Non-Disability Reasons. The FSMC may make substitutions for students without disabilities who cannot consume the regular breakfast, lunch and/or afterschool snack because of medical or other special dietary needs. Substitutions must be made on a case by case basis only when supported by a signed written statement from a recognized medical authority. [7 CFR 210(g)(2), 7 CFR 220.8(d)(2), 7 CFR 225.16(f)(4)]

The FSMC may choose to offer a milk substitute for a non-disabled student with a medical or special dietary need. The product that is offered as part of the reimbursable meal must meet established nutrient standards. The LEA must inform OSPI if any of its schools choose to offer fluid milk substitutes. The LEA will need to accept either a

written prescription from a recognized medical authority or a written note from a parent/guardian unless milk substitute is offered to all students. [7 CFR 210.10(g)(2)(i)]

- 3.6 Food Committee and Advisory Board. The FSMC shall cooperate with the LEA's Food Service Advisory Committee, consisting of students, parents, and LEA staff, in developing menus and other food service programs.
- 3.7 Catering. Upon the LEA's request, the FSMC shall manage the LEA food services in preparing catered meals at times and prices agreed upon by both parties.
- 3.8 Environmental Protection Agency Compliance. In performance of this contract, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 117389, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture (USDA) and US Environmental Protection Agency (EPA) Assistant Administrator for Enforcement. The FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities."
- 3.9 Energy Policy and Conservation Act Compliance. Both parties shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act, to be found at: <http://www.commerce.wa.gov/site/526/default.aspx>.
- 3.10 Debarment Certification. The FSMC shall complete and submit to LEA the USDA Suspension and Debarment Certification. The LEA shall submit the certification to OSPI for review with the contract.
- 3.11 Lobbying. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit to the LEA a Certification Regarding Lobbying and a Disclosure of Lobbying Activities. The LEA shall submit the certification to OSPI for review with the contract.
- 3.12 "Buy American" Provision. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP, SBP, or any of the Child Nutrition Programs in the contiguous United States with non-profit school food service account funds to purchase, to the maximum extent practicable, domestic commodities or products. The FSMC shall comply with this requirement.
- 3.13 Local Purchases. The FSMC shall allow five percent (5%) of food budget for local farm to school purchases. In those instances, the FSMC may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products in accordance with The Food, Conservation, and Energy Act of 2008 (P.L. 110-246).

ARTICLE IV  
MANAGEMENT AND PERSONNEL

- 4.1 Management Services. FSMC shall provide all management, administrative, and dietetic services required for the efficient supervision and operation of the LEA's Food Service Program. FSMC shall inform the LEA prior to hiring senior management positions for the LEA's Food Service Program. All persons to be hired as food service directors, assistant directors, and supervisors must be presented for the LEA's evaluation and approval. Noncompliance will be considered a breach of this contract. Résumés and work histories were included with the bid.
- 4.2 Personnel Obligations. The FSMC shall be responsible for employees on its payroll including, but not limited to, responsibility for recruitment, employment, promotion, payment of wages, pension benefits, layoffs, and termination. The FSMC shall comply with all related applicable laws and regulations. The FSMC shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security and unemployment taxes and worker's compensation costs and charges.
- 4.3 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>.
- 4.4 Current Employees. FSMC shall give first consideration to current employees of the LEA when hiring employees to provide services pursuant to this contract; but the FSMC shall not be obligated to hire such employees.
- 4.5 Non-Management Employees. All non-management food service employees are to be employees of the Woodland School District. The FSMC manager(s) shall direct and supervise the food service employees.
- 4.6 Student Workers. The LEA has a policy of providing work experience for its students as part of the educational curriculum. In furtherance of that policy, the LEA may assign students to work in the food service operation in such numbers as are agreed upon between the LEA and the FSMC.
- 4.7 Equal Opportunity Employer. Both parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in US Department of Labor Regulations. [7 CFR Part 3016.36(i)(3)]



- 4.8 Work Hours. FSMC and the LEA shall comply with Section 103 and 107 of the contract Work Hours and Safety Standards Act as set forth in 40 USC 327-330 and supplemented by US Department of Labor Regulations as set forth in 29 CFR Part 5. [7 CFR Part 3016(i)(6)]
- 4.9 Emergency Devices. All food service personnel assigned to the LEA shall be instructed on the use of all emergency switches and fire and safety devices in the Facility.
- 4.10 Background Checks. FSMC shall adhere to applicable state and federal regulations in screening prospective employees. FSMC shall comply with criminal background checks and fingerprint regulations required by law for all new hires.
- 4.11 Employee Behavior and Conduct. FSMC shall enforce strict discipline and good order among their employees and other persons carrying out the services, including observance of the rules and regulations established by the LEA as reasonable and necessary for its operations, including drug testing and smoking, tobacco, alcohol, parking, safety, weapons, and other rules governing the conduct of personnel on the premises. The FSMC shall ensure that all persons performing the work do not engage in inappropriate conduct or inappropriate contact with students or staff. FSMC shall remove from the work and work site any employee or other person who has engaged in such actions or who the LEA reasonably considers objectionable without change in the contract sum or contract time. Any objection raised by the LEA shall be made in writing.
- 4.12 Criminal Record. FSMC shall not utilize any employee on the premises or permit any contact between school children and any employee who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction. Failure to comply with these requirements is grounds for immediate termination of the contract for cause.

ARTICLE V  
INVENTORIES, FACILITIES, EQUIPMENT, AND MAINTENANCE

- 5.1 Inventories of Food and Supplies. Before the commencement of this contract, the existing food and operational supplies shall be delivered and charged to the FSMC for the performance of this contract. The value of existing food and supplies shall be deducted from the first FSMC invoice to the LEA. The cost of food and operational supplies ordered by FSMC on behalf of the LEA in performance of this contract shall be paid for by the FSMC. The inventory of food and operational supplies shall remain the FSMC's property.

- A. Any federally USDA donated foods received by the LEA and made available to the FSMC must be used only for the benefit of the LEA's nonprofit food service operation and must be fully utilized, including all donated ground beef and ground pork and all end products received from processors. [7 CFR 250.51(d)] Bonus commodity items must be used to reduce the per meal charges of the FSMC.
  - B. The FSMC may store and inventory USDA donated foods and commercially purchased food together to the extent that the system ensures required use of donated foods. [7 CFR 250.52(a)] The FSMC agrees to comply with the storage and inventory requirements for donated foods. [7 CFR 250.14(b)]
  - C. The FSMC agrees to procure processed end products on behalf of the LEA in accordance with 7 CFR 250.
  - D. The FSMC agrees that it will not itself enter into the processing contract with the processor.
- 5.2 Small Wares. The FSMC shall furnish the necessary small wares, including trays, dishes, glassware, flatware, serving utensils, and the like.
- 5.3 Office Facilities. The LEA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this contract. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the LEA in good condition upon termination of this contract, ordinary wear and tear excepted. Office facilities and equipment shall be provided by the LEA only for the management staff employed to carry out school food service operations for the LEA. No office facilities or equipment shall be provided for FSMC regional or area managers or other FSMC corporate officers.
- 5.4 Sanitation. The FSMC shall be responsible for usual and customary cleaning and sanitation of the LEA's food service kitchen facilities.
- A. The FSMC shall be responsible for housekeeping and sanitation in areas used by the FSMC for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.
  - B. The LEA shall be responsible for the required cleaning and maintenance of dining areas and snack bar seating areas beyond the front edge of the serving lines, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The LEA shall also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from refuse collection centers.
  - C. If the LEA is unable to perform any of its responsibilities described in subparagraph B above, the FSMC shall temporarily assume those responsibilities and shall bill the LEA for actual costs incurred.

- D. The FSMC shall be responsible for complying with all applicable federal, state, and municipal laws related to food preparation and sanitation and all rules and regulations promulgated thereunder. The LEA shall be responsible for compliance relating to structural and equipment matters.
- 5.5 Maintenance. The LEA shall be responsible for cleaning and maintaining food service facilities and equipment. If the LEA is unable to perform the work, the FSMC shall temporarily assume those responsibilities and shall bill the LEA for any costs incurred.
- 5.6 Condition of Facilities and Equipment. The LEA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this contract shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and recordkeeping requirements. If at any time the FSMC is notified by an authorized government agency that the LEA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the LEA of such notification.
- 5.7 Transportation Equipment and Vehicles. The LEA shall provide transportation vehicles and equipment to be used in the food service program. The LEA shall be responsible for maintenance, fuel, insurance, and equipment for transportation.
- 5.8 Nonconforming Facilities and Equipment. The LEA shall make all necessary repairs, alterations, modifications, or replacements to correct any conditions of premises or equipment which violate applicable building, sanitation, health, or safety laws, ordinances, rules or regulations.

## ARTICLE VI FINANCIAL AND PAYMENT TERMS

- 6.1 Billing for Fixed Price Per Meal. The parties have mutually agreed upon a fixed price of \$2.027 for each meal and meal equivalent provided by the FSMC. 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.
- 6.2 Meal Equivalent Defined. For fixed price per meal purposes, the number of meal equivalents shall be determined by dividing the total of all food sales except reimbursable meal and snack sales (including sales of adult meals, a la carte meals, snack bar, catering, conference, and any other function sales) by the current USDA free lunch meal reimbursement rate of \$3.18 plus the USDA donated foods value of \$.23.

For reimbursable meal and snack sales, meal equivalent lunches are calculated using the following conversion rates, which meet the National Food Services Management Institute requirements:

- The number of lunches served.
- Breakfasts are converted to equivalent lunches by dividing the number of breakfasts served by 1.50.
- Snacks are converted to equivalent lunches by dividing the numbers of snacks served by three.

- 6.3 Billings to LEA. No sales tax applies to FSMC invoices for managing the food service operation of the LEA.
- 6.4 Crediting Value of USDA Donated Foods Received. The FSMC must credit the LEA for the value of all USDA donated food received, entitlement and bonus, for use in the LEA's meal service in the school year. This includes the value of USDA donated food contained in processed end products. [7 CFR 250.51(a)] The FSMC shall list on the invoice the value of USDA donated foods received for the period and deduct the amount of value from the total owed by LEA for the meal equivalents served. The value of USDA donated foods for entitlement and bonus is the average USDA purchase price as listed by OSPI Child Nutrition Services. For processed USDA donated foods it is the processing contract value in addition to the USDA/OSPI assigned average value. When the LEA pays OSPI for the processing fees, that amount is added to the value of USDA foods received to come up with the total adjustment to the monthly FSMC billing. When the FSMC pays the processing fees, they will only credit the LEA for the value of USDA foods received.
- 6.5 Invoice Due Date. Invoices submitted to the LEA by the FSMC will be paid within thirty (30) days after date of invoice. If invoices are received in the LEA's accounting department, and they pass audit, payment will be made within thirty (30) days after date of invoice. The FSMC will be notified immediately of any invoice that does not pass audit. The LEA shall pay all amounts when due. If the LEA does not make a payment when due, the FSMC may charge interest up to one percent (1%) per month on the past due receivable as allowed by state law (RCW 39.76.011). However, the LEA may not pay interest with funds from the nonprofit school food service account funds, pursuant to 7 CFR 210.16(c).
- 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 Twenty Seven Thousand Eighty One Dollars (\$127,081). 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 percent (1%) 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).

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 Seventy Three Thousand One Hundred Dollars (\$473,100).

6.8 Taxes. If during the term of this contract any taxes are added or deleted, or there is a revision of an existing law or regulation such that the responsibility for any tax is shifted or altered, any of which results in increased or decreased costs to the FSMC, then the financial terms of this contract shall be adjusted to reflect the cost change retroactive to the commencement of the change. The obligations described in this paragraph shall survive any termination of this contract, and will continue until the applicable statute of limitations, including legal extensions, has expired. Both parties shall indemnify each other against any:

- Liability or assessment, including related interest and penalties, resulting from a tax responsibility of the indemnifying party.
- Reasonable collection expense, attorney's fees, and costs incurred in connection with the collection of any such amount from the indemnifying party.

Nothing herein is intended to absolve the FSMC from payment of taxes.

6.9 Documents to LEA. The FSMC shall submit the following supporting documents to the LEA monthly:

- Daily meal counts by eligibility category by school site for each program in order to meet claim deadlines.
- Daily menu production records by program.
- Monthly summary of value of USDA donated foods received.
- Monthly summary of revenues from other sales.
- Monthly operating statements to the LEA by the fifteenth (15th) of the next month. This statement shall reflect all activity for the previous calendar month.
- Invoices that show the FSMC has credited the LEA for the value of all USDA donated foods received for use in the LEA's food service in the school year, including the value of USDA donated foods contained in processed end products. [7 CFR 250.54]
- Evidence of the FSMC's procurement of processed end products on behalf of the LEA.

6.10 Inspection of Books and Records. The books and records of the FSMC pertaining to operations under this contract shall be available to representatives of the LEA, OSPI, USDA, and the US General Accounting Office at any reasonable time and place.

6.11 Cost Reimbursement – (*Applicable to FFVP only*). In the event the LEA decides to implement FFVP, allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC or assignee under contract, to the extent those credits are allocable to the allowable portion of costs billed to the SFA. [7 CFR 210.21(f)(1)(i)]

- A. The FSMC must separately identify on the invoice submitted to the SFA the amount of that cost that is allowable and the amount that is unallowable. [7 CFR 210.21(f)(1)(ii)(A)]
- B. Or the FSMC must exclude all unallowable costs from its invoices and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. [7 CFR 210.21(f)(1)(ii)(B)]
- C. FSMC determination of allowable costs shall be made in compliance with USDA and NSLP regulations and OMB cost circulars. [7 CFR 210.21(f)(1)(iii)]
- D. The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the OSPI, the SFA may permit the FSMC to report this information on a less frequent basis than monthly, but no less frequently than annually. [7 CFR 210.21(f)(1)(iv)]
- E. FSMC shall identify the method by which it will report discounts, rebates and other credits that are allocable to the contract but not reported prior to expiration of the agreement. [7 CFR 210.21(f)(1)(v)]
- F. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the SFA, OSPI, or the Department. [7 CFR 210.21(f)(1)(vi)]

6.12 Renegotiation of Financial Terms. The renegotiation of price terms under this contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of the parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract are based, then those price terms so affected may be renegotiated by the parties. Renegotiation of price terms under such conditions must be mutual, and any changes in price terms must be agreed upon by both parties. 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. If the renegotiation exceeds twenty percent (20%) of the original contract value, the contract must be re-bid.

- 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)

## ARTICLE VII GENERAL TERMS AND CONDITIONS

- 7.1 Compliance with Law. The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county and city governments, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations. The FSMC shall comply with all requirements of the NSLP, SBP, SMP, SP, SFSP, FFVP, and CACFP and shall procure and maintain all necessary licenses and permits. The FSMC shall conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, 226, 245, 250 and FNS instructions and policies.
- 7.2 Recovery of Overclaims. FSMC shall pay the LEA any overclaims assessed by OSPI due to FSMC negligence or noncompliance with regulations, including those overclaims based on review or audit findings.
- 7.3 Spoiled Meals. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the LEA, or do not otherwise meet the requirements of this contract. [7 CFR 210.16(c)(3)] No deduction in payment shall be made by the LEA unless the LEA notifies the FSMC in writing within forty-eight (48) hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.
- 7.4 Record Keeping. The FSMC shall make available, as required by state and federal regulations, all facilities, books, and records pertaining to food service operations available for onsite review by the LEA, OSPI, the Washington State Auditor, the USDA, and the Comptroller General, or their duly authorized representatives, to ensure compliance with program requirements and the management and use of USDA donated foods. The FSMC shall maintain such records, for a period of not less than three (3) years after submission of the final claim for reimbursement for the fiscal year, as are needed by the LEA to support its claims for federal and state reimbursements. [7 CFR 210.16(c)(1), 7 CFR 210.23(c)]

The LEA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all USDA donated foods received for use in the LEA's food service in the school year including the value of USDA donated foods contained in processed end products. [7 CFR 250.51(a)]

- 7.5 Comprehensive Insurance. The FSMC shall obtain and keep in force during this contract, for the protection of the LEA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of no less than One Million Dollars (\$1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this contract. The FSMC shall deliver to the LEA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this contract by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the FSMC. FSMC shall make reasonable efforts to provide the LEA with thirty (30) day's prior written notice if the insurance afforded by FSMC's policy is canceled or materially altered. The policies for One Million Dollars (\$1,000,000) coverage shall also name the LEA as an Additional Insured, but only with respect to operations of the FSMC under this contract.
- 7.6 Waiver of Insurance Subrogation. Absent negligence of either party, neither party has any obligation or responsibility for loss or damage to the other's real or personal property that is caused by fire, extended coverage perils, vandalism, or malicious mischief.
- 7.7 Indemnity. Unless otherwise expressly provided, both parties shall defend, indemnify, and hold each other harmless from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of act or omission of the indemnifying party, its agents, or its employees in the performance of its obligations under this contract.
- 7.8 Trade Secrets. During the term of this contract, the FSMC shall designate any information it considers confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents regularly used in the operation of the FSMC's business. Information so designated and identified shall be treated as confidential by the LEA, and the LEA shall exercise the same level of care in maintaining the confidences of the FSMC as it would employ in maintaining its own confidences. All recipes, files, records, compilations, manuals, and similar items shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of this contract. The LEA shall have no right to the use trademarks, service marks, copyrights, or trade names of the FSMC following termination of this contract. The FSMC shall remove all evidence of its trade names and registered trademarks within thirty (30) days after termination of this contract. Nothing in this section prohibits the federal government's rights of reproduction or distribution for any material developed with nonprofit school food service account funds or for any materials in which the FSMC purchases an ownership interest.
- 7.9 Assignment. This contract may not be assigned by either party, in whole or in part, without the written dated consent of the other party.
- 7.10 Governance. This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this contract shall be construed to conform to those laws.



- 7.11 Discrimination. In accordance with Federal law and USDA policy, the FSMC and the LEA are prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability. [AD-475C]
- 7.12 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 No. 404  
800 2<sup>nd</sup> Street  
Woodland WA 98674

Notices to the FSMC:

To FSMC: Sodexo America, LLC  
Attention: Stephen Dunmore  
3020 Woodcreek Drive, Suite B  
Downers Grove, Illinois 60515

and: Sodexo America, LLC  
Attention: Law Department  
9801 Washingtonian Boulevard  
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.

- 7.13 Catastrophe. With the exception of payment obligations for prior performance under this contract, neither party shall be liable for the failure to perform their respective obligations under this contract when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or other like causes beyond the reasonable control of the party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible.
- 7.14 Best Commercial Practices. Any silence, absence, or omission from the contract specifications concerning any point must be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of quality that would normally be specified by the LEA is to be used.
- 7.15 Authority of Signators. Each of the parties represents that the persons whose signatures appear on their behalf at the end of this contract have the authority to enter into and do bind them by this contract.

7.16 Adjustments. The Financial Arrangement will be adjusted to reflect additional costs incurred by FSMC (i) in connection with the implementation of legislation or other legal requirements, including, but not limited to, the implementation of the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010, which comprise the health care reform of 2010, or other health care rules and regulations, or any modifications thereto or (ii) increases in benefit costs paid by FSMC on behalf of covered employees. The adjustment to the Financial Arrangement will be effective from the date the events of (i) and/or (ii) occur.

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

Woodland School District # 404

By: \_\_\_\_\_  
[signature]

Michael Green  
Superintendent

Date: \_\_\_\_\_

**SIGN & DATE**  
Codexo America, LLC

By: Brad L. Lozier  
[signature]

Brad Lozier  
Vice President

Date: 6-29-17



## Attachment 1 FSMC's Pro Forma

FINANCIAL PRO FORMA BASE 2017-2018			
Resources:		Dollars	CPM*
Local Sales		\$ 254,209	\$ 1.003
Reimbursements:	State	\$ 11,880	\$ 0.047
	Federal	\$ 528,577	\$ 2.086
Commodities:	USDA Commodity Value (\$ .3417 X 190198)	\$ 65,000	\$ 0.256
<b>Total Resources</b>		<b>\$ 859,666</b>	<b>\$ 3.392</b>
Requirements:			
Food Costs:			
Food Costs (include value of worker meals)		\$ -	\$ -
USDA Commodity Value		\$ 65,000	\$ 0.256
Commodity Freight/Storage Costs		\$ -	\$ -
<b>Total Food Costs</b>		<b>\$ 65,000</b>	<b>\$ 0.256</b>
Labor Costs:			
Includes cooks, cashiers, breakfast supervisors and warehouse transportation			
Hourly Wages		\$ 465,000	\$ 1.835
Hourly Taxes and Benefits		\$ -	\$ -
Hourly Other (Cost include one (1) FTE for equipment service & repair )		\$ -	\$ -
<b>Total Labor Costs</b>		<b>\$ 465,000</b>	<b>\$ 1.835</b>
Non-Food Expenses:			
Mileage (in-district)		\$ -	\$ -
Non-Food Supplies (paper/janitorial, etc.)		\$ -	\$ -
Equipment Repairs/Replacement		\$ -	\$ -
Direct Costs		\$ 8,100	\$ 0.032
Indirect Overhead		\$ -	\$ -
<b>Total Non-Food Costs</b>		<b>\$ 8,100</b>	<b>\$ 0.032</b>
Contract Services:			
FSMC's (Contractor's) Services		\$ 509,897	\$ 2.012
FSMC's Commodity Credit for Received		\$ (65,000)	\$ (0.256)
FSMC's (Contractor's) Management Fee		\$ 3,750	\$ 0.015
FSMC's (Contractor's) General & Administrative		\$ -	\$ -
<b>Total Contract Services</b>		<b>\$ 513,647</b>	<b>\$ 2.027</b>
<b>Total Requirements</b>		<b>\$ 986,747</b>	<b>\$ 3.894</b>
<b>Net Gain/(Loss) to District</b>		<b>\$ (127,081)</b>	<b>\$ (0.501)</b>

\*CPM = Cost Per Meal, include Program Lunches, Breakfasts, Snacks and Equivalent Meals in calculations.

Meal Type	Meals / Dollars	Conversion	Meal Equivalents
Breakfasts	68,400	0.0	45,600
Lunches	190,198	0.0	190,198
Snacks	-	0.0	-
Suppers	-	0.0	-
Ala Carte (including adult meals)	53,621	\$ 3.46	15,497
Summer Breakfast Meals	1,280	-	853
Summer Lunch Meals	1,280	-	1,280
<b>Total Bid Meals</b>			<b>253,428</b>

The estimated food and supplies costs set forth in this Pro Forma and the Pro Forms submitted with FSMC's Financial Proposal are based on FSMC's estimated invoiced costs without reduction for rebates, credits, discounts and allowances (collectively, "Allowances"). The estimated value of Allowances, although not shown on the Pro Forms submitted by FSMC, have been utilized in formulating the Fixed rate per meal, and FSMC's retention of such amounts allows it to offer a competitive Fixed rate per meal while limiting additional consulting fees, management fees, and overhead costs. Estimated insurance costs are based on average manual rates for insurance in the geographical area of the premises. FSMC's fixed rate per meal set forth in this Proposal is fully compliant with FNS-2007-003 R1N 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.

Data provided in this Financial Pro Forma with respect to FSMC's operating expenses is provided for informational purposes only. Variances between the amounts set forth in this Financial Pro Forma and the actual operating expenses will not cause any additional charges, credits or changes to the fixed rate per meal charged to the LEA.

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 Sodexo's Financial Pro Forma.

Appendix A  
Schools/Site Locations

Yale ES	37	11:15-11:45	7:15-7:45	K-4	Yes	Yes	Base
Woodland Primary	396	11:25-12:50	8:20-8:45	K-1	Yes	Yes	Base
Woodland Intermediate	489	10:50-1:10	8:00-8:25	2-4	Yes	Yes	Base
Woodland Middle	731	10:52-12:28	8:20-8:45	5-8	Yes	Yes	Base
Woodland High	797	11:45-12:15	8:00-8:25	9-12	Yes	Yes	Base

# Appendix B

## Woodland Public Schools 2017-2018 School Calendar

Aug-17					
M	Tu	W	Th	F	F
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

29-31 Professional Development

Sept-17					
M	Tu	W	Th	F	F
					1
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

19  
4 Labor Day  
5 First Day

Oct-17					
M	Tu	W	Th	F	F
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

21  
9 Professional Development

Nov-17					
M	Tu	W	Th	F	F
			1	2	3
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		

18  
10 Veterans Day  
16-17 K-8 Early Release  
20-21 K-12 Early Release  
22-23 Thanksgiving Break  
24 Native American Heritage Day

Dec-17					
M	Tu	W	Th	F	F
					1
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

11  
18-22 Winter Break  
22 Christmas Eve  
25 Christmas Day  
29 New Years Eve Day

Jan-18					
M	Tu	W	Th	F	F
	1	2	3	4	5
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

21  
1 New Years Day  
15 MLK, Jr. Day

Feb-18					
M	Tu	W	Th	F	F
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28			

17  
2 Semester Break Day  
16 Snow Makeup Day  
19 Presidents' Day

Mar-18					
M	Tu	W	Th	F	F
				1	2
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

21  
9 Professional Development  
27-30 Conferences

Apr-18					
M	Tu	W	Th	F	F
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30					

15  
2-6 Spring Break  
30 Professional Development

May-18					
M	Tu	W	Th	F	F
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

21  
25 Snow Makeup Day  
28 Memorial Day

Jun-18					
M	Tu	W	Th	F	F
					1
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

16  
15 WHS Graduation  
19-22 9-12 Early Release  
21-22 K-12 Early Release  
22 Last Day

Jul-18					
M	Tu	W	Th	F	F
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

0  
4 Independence Day

EARLY RELEASE
KEY DATE (START/FINISH/GRADUATION/ETC)
HOLIDAYS
NON STUDENT/NON STAFF DAYS
SNOW MAKE-UP DAYS
NON STUDENT STAFF DAYS

SCHOOL BELL SCHEDULES	
<b>WOODLAND PRIMARY</b> Mon-10:05am-3:20PM Tues-Fri 8:50am-3:20pm Early Release 12:20pm	<b>WOODLAND INTERMEDIATE</b> Mon-9:40am-2:55pm Tues-Fri 8:25am-2:55pm Early Dismissal 11:55
<b>WOODLAND MIDDLE</b> Mon-10:00am-3:35pm Tues-Fri 8:45am-3:35pm Early Release 12:35pm	<b>WOODLAND HIGH</b> Mon-9:40am-3:15pm Tues-Fri 8:25am-3:15pm Early Release 12:15pm
<b>YALE SCHOOL</b> Mon-10:15 am-2:30pm Tues-Fri 7:45am-2:30pm Early Release 11:15am	

## 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:**

	Vice President	6-29-17
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.**

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

**Brad Lozier, Vice President**

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



Signature(s)

10-29-17

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.

*Paul L. Coates*      **Vice President**      6-29-17  
SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE      DATE

\_\_\_\_\_  
SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE      DATE



## Certification Regarding Lobbying Disclosure of Lobbying Activities

(Complete the form that is applicable.)

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

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

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

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

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

Sodexo America, LLC.

10220 SW Greenburg Road, Suite 250

Portland, OR 97223

Name/Address of Organization

Brad Lozier, Vice President

Name/Title of Submitting Official



Signature

6-29-17

Date

### DISCLOSURE OF LOBBYING ACTIVITIES

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

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Actions</b> <input checked="" type="checkbox"/> A/B a. bid/offer/application b. Initial award c. post-award	<b>3. Report Types:</b> <input checked="" type="checkbox"/> A a. initial filing b. material change <b>For Material Change Only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> Sodexo Operations, LLC, on behalf of itself and all its subsidiaries. 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878  <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	<b>6. If Reporting Entity in No. 4 Is Subawardee, Enter Name and Address of Prime:</b> Name and Address: Congressional District, if known: N/A	
<b>8. Federal Department/Agency:</b> U.S. Congress Department of Defense USDA	<b>7. Federal Program Name/Description</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> Unknown	<b>9. Award Amount, if known:</b> \$ <u>Unknown</u>	
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI): Sodexo Operations, LLC, on behalf of itself and all its subsidiaries. 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): Montelongo, Michael; Montoya, Jessica; and Bukar, Nancy	
(attach Continuation Sheet(s) S F-LLL-A, if necessary)		
<b>11. Amount of Payment</b> (check all that apply): <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment</b> (check all that apply): a. <input type="checkbox"/> retainer b. <input type="checkbox"/> one-time fee c. <input type="checkbox"/> commission d. <input type="checkbox"/> contingent fee e. <input type="checkbox"/> deferred f. <input checked="" type="checkbox"/> other, specify: <b>In House Government Affairs Department</b>	
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind;specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or member(s) contacted, for Payment Indicated on Item 11:</b>  Sodexo has not conducted any lobbying activities related to this or any other federal contract. Lobbying activities focus on general Issues being addressed by the federal government.		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>16. Information requested through this form is authorized by title 31 U.S.C., Section 1352.</b> 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.	<b>Signature:</b> <u>Brad Lozler</u> <b>Print Name:</b> <b>Brad Lozler</b> <b>Title:</b> <b>Senior Vice President</b> <b>Telephone No.:</b> <b>503-290-2049</b> <b>Date:</b> <u>10-29-17</u>	
<b>Federal Use Only:</b>		<b>Authorized for Local Reproduction Standard Form - LLL</b>

### **INSTRUCTION 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 the 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 of employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity, Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> 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 check "Subawardee". then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1)). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(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 reasonable 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 boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. 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.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. 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 (0348-0046), Washington, D.C. 20503.

**AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT**

CONTRACTORS (Contractors) who desire to provide the Woodland 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 Woodland 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.**

Brad Lozier **Brad Lozier, Vice President**  
SIGNATURE

6-29-17  
DATE

**Sodexo America, LLC**  
CONTRACTOR NAME