

RENEWAL AGREEMENT NUMBER (ONE)

This renewal agreement number one is made and entered into by Woodland School District No. 404 (the "Local Education Agency" or "LEA") and Sodexo America, LLC, hereafter called the Food Service Management Company (FSMC).

WITNESSETH:

WHEREAS, the LEA and FSMC are parties to a certain Agreement, dated July 24, 2017, and

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

1. Article I is amended to include Section 1.11:

Integration of Terms. The terms of this agreement shall be in accordance with the Request of Proposal (RFP) and any amendments to the RFP and the proposal submitted by the FSMC, which are incorporated by reference into this agreement. In the event contradictory statements are contained in the RFP, the FSMC proposal and this agreement, the following order of precedence shall apply: LEA-FSMC contract FSMC proposal, the RFP.

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

Term of the Contract. The term of this Agreement shall be for one (1) year beginning on September 1, 2018 and continuing until August 31, 2019. The contract is subject to three (3) 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)]

3. Section 1.4.C is deleted and replaced by the following:

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. [2 CFR 200 Appendix II(A)(B)]

4. Section 2.3.L is added:

Meal Charge Policy. The LEA shall establish a meal charge policy that meets federal and state requirements. The FSMC will follow the LEA's meal charge policy in providing meals to students with inadequate funds.

5. Section 3.1 is deleted and replaced by the following:

Location. The FSMC shall prepare and serve meals for the schools/sites listed in Appendix A, attached to and incorporated in this contract by reference.

6. Section 3.8 is deleted and replaced by the following:

Environmental Protection Agency Compliance. In performance of this contract, the FSMC and LEA shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). [2 CFR 200 Appendix II(G)]

7. Section 3.10 is deleted and replaced by the following:

Debarment Certification. The FSMC shall complete and submit to LEA the USDA Suspension and Debarment Certification. The LEA shall submit the certification to OSPI Child Nutrition Services (CNS) with the contract for review. The LEA cannot award the contract to a FSMC who is listed on the government exclusions list in the System for Award Management (SAM). [2 CFR 200 Appendix II(H)]

8. Section 3.11 is deleted and replaced by the following:

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 CNS along with the contract for review. [2 CFR 200 Appendix II(I)]

9. Section 3.12 is deleted and replaced by the following:

"Buy American" Provision. The FSMC shall purchase foods that meet all Buy American Provision regulations as described in 7 CFR 210.21(d) and FNS Policy Memo SP 38-2017.

10. Section 4.7 is deleted and replaced by the following:

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. [2 CFR 200 Appendix II(C)]

11. Section 4.8 is deleted and replaced by the following:

Contract Work Hours and Safety Standards Act. FSMC and the LEA shall comply with Section 40 U.S.C. 3702 and 3704 of the Act as supplemented by US Department of Labor Regulations as set forth in 29 CFR Part 5. [2 CFR 200 Appendix II(C)]

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

Billing for Fixed Price Per Meal. The LEA and the FSMC have mutually agreed upon the fixed price per meal and meal equivalent(s) as follows:

A. NSLP	\$2.07
B. SBP	\$2.07
C. SFSP	\$2.07
D. Vended	\$2.07
E. CACFP	\$2.07

Future fixed price increases will be limited to the percentage of change in the Consumer Price Index for All Urban Consumers: U.S. City Average – Food Away From Home for the 12-month period ending March of the current contract year.

13. Section 6.4 is deleted and replaced by the following:

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 and shipping 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 and shipping fees, they will only credit the LEA for the value of USDA foods received.

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

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 Forty One Thousand Three Hundred Thirty-Six Dollars (\$141,336). The 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. Generated program revenues include student cash sales, state reimbursement funds, federal reimbursements from lunch, breakfast, snack, and supper meals, adult sales, special functions, summer meals and the value of commodities received. If the annual deficit for the Food Service program is greater than \$141,336, 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).

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

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 Eighty-Two Thousand Four Hundred Dollars (\$482,400).

16. Section 6.12 is deleted and replaced by the following:

Renegotiation of Financial Terms. OSPI CNS must review and approve any material changes to the contract. The renegotiation of price terms under this contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If such 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 but only with the prior approval by OSPI CNS. 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 ten percent (10%) of the original contract value, the contract must be re-bid.

17. Section 7.11 is deleted and replaced by the following:

Nondiscrimination. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

18. Attachment 1 is deleted in its entirety and the following substituted therefore:

Attachment 1: 2018-2019 FSMC's Pro Forma
19. The term of this renewal agreement is effective September 1, 2018 or date of execution whichever is later.
20. 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 No. 404

Sodexo America, LLC

By: _____
Name: **Michael Green**
Title: **Superintendent**
Date: _____

By: Leslie M. Milinkovic
Name: **Leslie M. Milinkovic**
Title: **Vice President**
Date: 8-14-2018

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

Attachment 1
FSMC's Pro Forma

Financial Pro Forma		Attachment 1	
	Dollars	Cost Per Meal	
Resources		Equivalent	
Local Sales	\$264,019	\$1.045	
Reimbursement: State		\$0.000	
Reimbursement: Federal		\$0.000	
National School Lunch Program & School Breakfast Program	\$541,490	\$2.143	
USDA Foods (Commodities)	\$54,112	\$0.214	
Summer Food Service Program	\$4,505	\$0.018	
Fresh Fruit and Vegetable Program		\$0.000	
Total Resources	\$864,126	\$3.420	
Estimated Expenses			
Food Costs:			
Food Costs (include worker meals)		\$0.000	
Local Purchases		\$0.000	
Rebates, Credits, and Discounts	\$54,112	\$0.214	
Total Food Costs	\$54,112	\$0.214	
Labor Costs:			
Hourly Wages	\$474,300	\$1.877	
Hourly Taxes and Benefits		\$0.000	
Hourly Other: Extra/Sub		\$0.000	
Supervisor		\$0.000	
Total Labor Costs	\$474,300	\$1.877	
Non-Food Expenses:			
Office		\$0.000	
Mileage (between locations)		\$0.000	
Insurance/Bonding Expenses		\$0.000	
Non-Food Supplies (paper/janitorial, etc.)		\$0.000	
Equipment Repairs/Replacement		\$0.000	
Marketing and Promotions		\$0.000	
District Other Cost	\$8,100	\$0.032	
Total Non-Food	\$8,100	\$0.032	
Contract Services:			
FSMC Services	\$ 523,062	\$2.070	
Commodity Credit	(\$54,112)	(\$0.214)	
Contractor's Management Fee		\$0.000	
Contractor's General & Administrative		\$0.000	
Total Contract Services	\$468,950	\$1.856	
Total Estimated Expenses	\$1,005,462	\$3.979	
Gain / (Loss) to School	(\$141,336)	(\$0.559)	
Unrestricted Indirect Costs	\$0	\$0.000	
Net Gain/Loss	(\$141,336)	(\$0.559)	
Meal Type	Meals/Dollars	Conversion Rate	Meal Equivalents
Breakfasts	67,454	1.5	44,969
Lunches	192,042	1.0	192,042
Snacks		3.0	-
Ala Carte	\$54,237	\$3.46	15,675
Total			252,687

The estimated food and supplies costs set forth in this Pro Forma and the Pro Forms submitted with Sodexo's Financial Proposal are based on Sodexo'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 Sodexo, have been utilized in formulating the Fixed rate per meal, and Sodexo'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. Sodexo'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 Sodexo'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 SFA.

For the avoidance of doubt, the Financial Guarantee shall be calculated as follows: all program revenues including student cash sales, federal and state 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) SFA labor and other program expenses as outlined in Sodexo's Financial Pro Forma.

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	8-14-2018
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.

	Superintendent	
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.

Leslie M. Milinkovic, Vice President

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


Signature(s)

8-14-2018
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.

	Vice President	8-14-2018
SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE		DATE

	Superintendent	
SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE		DATE

Certification Regarding Lobbying Disclosure of Lobbying Activities

(Complete the form that is applicable.)

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

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

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

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

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

Sodexo America, LLC.

5971 SW 173rd Avenue

Beaverton, OR 97007

Name/Address of Organization

Leslie M. Milinkovic, Vice President

Name/Title of Submitting Official



Signature

8-14-2018

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.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Actions <input checked="" type="checkbox"/> A/B <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Types: <input checked="" type="checkbox"/> A <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year <input type="text"/> quarter <input type="text"/> Date of last report <input type="text"/>
4. Name and Address of Reporting Entity: 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: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and A Address of Prime: Congressional District, if known: N/A
6. Federal Department/Agency: U.S. Congress Department of Defense USDA	7. Federal Program Name/Description CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: Unknown	9. Award Amount, if known: \$ <input type="text" value="Unknown"/>	
10. a. Name and Address of Lobbying Entity (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. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Montelongo, Michael; Montoya, Jessica; and Bukar, Nancy	
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input checked="" type="checkbox"/> f. other, specify: In House Government Affairs Department	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature <input type="text"/> value <input type="text"/>		
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: 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)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
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: <input type="text" value="Leslie M. Milinkovic"/> Print Name: Leslie M. Milinkovic Title: Vice President Telephone No.: 716-932-1686 Date: 8-14-2018	
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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 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 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 Steilacoom 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 Steilacoom 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.

 Leslie M. Milinkovic, Vice President
SIGNATURE

8-14-2018

DATE

Sodexo America, LLC
CONTRACTOR NAME