

RENEWAL AGREEMENT NUMBER (4)

This renewal agreement number (4) is made and entered into by Woodland School District No. 404 (the “SPONSOR”) and Sodexo America, LLC, hereafter called the Food Service Management Company (FSMC). The renewal is subject to the USDA COVID-19 Child Nutrition Responses No. 85 and No. 86 granted April 20, 2021.

W I T N E S S E T H:

WHEREAS, the SPONSOR 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. 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, 2021 and continuing until August 31, 2022. The contract is subject to zero (0) additional one-year renewals upon the written, dated consent of both parties, unless terminated by either party as provided herein. [7 CFR 210.16(d)] Extensions or renewals are contingent upon the fulfillment of all contract provisions related to USDA donated foods.

2. Section 2.2 is amended to include:

For SFSP and CACFP, the FSMC shall not subcontract the total meal (with or without milk) or assembly of the meal. [7 CFR 225.6(h)(2)(ii), 7 CFR 226.21(e)].

3. Section 3.2 is amended by adding the following program:

Programs.

- Summer Seamless Option (SSO)

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

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

A. NSLP	\$2.26
B. SBP	\$2.26
C. SFSP/SSO (summer only)	\$2.26
D. SSO (school program year)	\$2.26
E. CACFP	\$2.26

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.

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

Meal Equivalent Defined.

For fixed price per meal purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered two-thirds (2/3) of a meal/meal equivalent, and one reimbursable snack shall be considered one-third (1/3) of a meal/meal equivalent.

For cash meal sales other than reimbursable meals, 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 **\$3.755** (\$3.51 lunch rate + \$.245 USDA food value).

6. 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 Seventy Thousand Seven Hundred Sixty-Nine Dollars (\$170,769). 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 (\$170,769), FSMC shall reimburse LEA the difference, up to a maximum of Twenty-Five Thousand Dollars (\$25,000.00) for the 2021-2022 school year. If the LEA makes a net profit in the food service account after deducting operating and indirect expenditures from all food service receipts and all federal and state meal reimbursements, the LEA must deposit the net income back into the food service account.

For the avoidance of doubt, the financial guarantee herein 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) LEA labor and other program expenses as outlined in FSMC's Financial Proforma.

7. 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 Six Hundred Sixty-Four Thousand Nine Hundred Dollars (\$664,900).

8. 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.

9. The term of this renewal agreement is effective September 1, 2021.
10. 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

By:

Name: Michael Green

Title Superintendent

Date:

Sodexo America, LLC

By: 
Leslie Milinkovic (Jun 15, 2021 12:44 PDT)

Name: Leslie M. Milinkovic

Title: Vice President

Date: Jun 15, 2021

**Financial Pro Forma
Woodland SD- 180 Days**

Resources	Dollars	Cost Per Meal Equivalent
Local Sales		\$0.000
Reimbursement: State		\$0.000
Reimbursement: Federal		\$0.000
National School Lunch Program & School Breakfast Program		\$0.000
USDA Foods (Commodities)	\$46,361	\$0.193
Summer Food Service Program/ SSO	\$991,526	\$4.121
Fresh Fruit and Vegetable Program		\$0.000
Total Resources	\$1,037,887	\$4.314
Estimated Expenses		
Food Costs:		
Food Costs (include worker meals)		\$0.000
Local Purchases		\$0.000
Rebates, Credits, and Discounts	\$46,361	\$0.193
Total Food Costs	\$46,361	\$0.193
Labor Costs:		
Hourly Wages	\$648,900	\$2.697
Hourly Taxes and Benefits		\$0.000
Hourly Other: Extra/Sub		\$0.000
Supervisor		\$0.000
Total Labor Costs	\$648,900	\$2.697
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	\$16,000	\$0.067
Total Non-Food	\$16,000	\$0.067
Contract Services:		
FSMC Services	\$ 543,756	\$2.260
Commodity Credit	(\$46,361)	(\$0.193)
Contractor's Management Fee		\$0.000
Contractor's General & Administrative		\$0.000
Total Contract Services	\$497,395	\$2.067
Total Estimated Expenses	\$1,208,656	\$5.024
Gain / (Loss) to School	(\$170,769)	(\$0.710)
Unrestricted Indirect Costs	\$0	\$0.000
Net Gain/Loss	(\$170,769)	(\$0.710)

Meal Type	Meals/Dollars	Conversion Rate	Meal Equivalents
Breakfasts	74,160	1.5	49,440
Lunches	191,160	1.0	191,160
Snacks		3.0	-
Ala Carte		\$3.755	-
Total			240,600

ATTACHMENT B: SUSPENSION AND DEBARMENT CERTIFICATION

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

Certification Regarding Debarment and Suspension and Other Responsibility Matters -Primary Covered Transactions

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180 and 2 CFR 200.213. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)


- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Sodexo America, LLC

Business Name

Leslie M. Milinkovic, Vice President

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


Signature(s)

5/6/2021

Date

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side 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 primary 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 primary 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 primary 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.

ATTACHMENT C: CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OF LOBBYING ACTIVITIES

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

Name/Address of Organization

Leslie M. Milinkovic, Vice President

Name/Title of Submitting Official



Signature

5/6/2021

Date

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <u>A</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <u>A/B</u> a. bid/offer/application b. initial award c. post-award	3. Report Type: <u>A</u> a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: <u>x</u> Prime _____ Subawardee Tier _____, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
Congressional District, if known:	Congressional District, if known:	
6. Federal Department/Agency: U.S. Congress Department of Defense USDA	7. Federal Program Name/Description:	
8. Federal Action Number, if known: Unknown	CFDA Number, if applicable: _____	
10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle) Sodexo America, LLC 9801 Washingtonian Blvd. Gaithersburg, Maryland 20878	9. Award Amount, if known: \$ Unknown	
	10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle) Bukar, Nancy McGlockton, Joan	
11. Amount of Payment (check all that apply): \$ _____ ___ Actual ___ Planned	12. Type of payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred <u>x</u> f. other; specify: <u>In House Government Affairs Department</u>	
13. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____	14. Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No <u>x</u> _____	
15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: 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)		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Leslie M. Milinkovic</u> Print Name: <u>Leslie M. Milinkovic, Vice President</u> Title: <u>Vice President</u> Telephone: <u>425-213-4393</u> Date: <u>5/6/2021</u>	
Federal Use Only:	Authorized for Local Reproduction Standard Form -- LLL	

Disclosure of Lobbying Activities

CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ Page _____ of _____

--

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at Sponsorst 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.
 - 10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

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