

OFFICE OF SUPERINTENDENT OF PUBLIC
INSTRUCTION

CHILD NUTRITION SERVICES

Food Service Management Company Contract

Between

Woodland School District

and

Sodexo America, LLC

ARTICLE I INTRODUCTION

- 1.1. Date of and Parties to the Contract. This contract, effective September 1st, 2022, is between Woodland School District No. 404 hereafter called the Local Education Agency (SPONSOR), 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 SPONSOR retains the FSMC to manage and operate the SPONSOR's food service for the SPONSOR's students, employees, visitors, and guests.
- 1.3. Term of the Contract. The term of this contract shall be for one (1) year or less beginning September 1st, 2022, or date of execution, whichever is later, and continuing through August 31st, 2023. 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)] Extensions or renewals are contingent upon the fulfillment of all contract provisions related to USDA donated foods.
- 1.4. 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: the RFP, FSMC proposal, SPONSOR-FSMC contract.
- 1.5. 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. SPONSOR is responsible for paying FSMC compensation for services rendered up to the date of termination.
 - 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. [7 CFR 210.16(d)] SPONSOR is responsible for paying FSMC compensation for services rendered up to the date of termination.
 - 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. [2 CFR 200 Appendix II(A)(B)]

- D. *Surrender of Program Records.* At the point of termination of this contract, the FSMC will give to the SPONSOR 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 SPONSOR. [7 CFR 250.52(c)]
- 1.6 Remedy. If either party, SPONSOR 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.
- 1.7 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.
- 1.8 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 1.5, 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.
- 1.9 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.
- 1.10 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.
- 1.11 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 SPONSOR 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 SPONSOR for certain regulatory purposes, such statutes and regulations shall be controlling, and the FSMC shall be the SPONSOR's agent for such purposes. Otherwise, FSMC shall be an independent contractor and not an officer, agent, employee, partner, joint venturer, or servant of the SPONSOR.
- 2.2 Responsibilities of FSMC.
 - A. The FSMC shall prepare and serve a variety of high quality, wholesome, and nutritious food and beverages for students, faculty, staff, employees, and others as designated by the SPONSOR 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 SPONSOR, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.
 - E. The FSMC agrees to conduct program operations in accordance with 7 CFR Parts 200, 210, 215, 220, 225, 226, 245, 250 and FNS instructions and policies as applicable.
 - F. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, as to all employees engaged by it in the performance of this agreement.

- G. The FSMC agrees to procure processed end products from donated foods on behalf of the SPONSOR in accordance with 7 CFR 250.
- H. The FSMC agrees that it will not itself enter into the processing agreement with the processor.
- I. The FSMC agrees to comply with the storage and inventory management requirements for donated foods. 7 CFR 250.14(b)
- J. The FSMC agrees to comply with the SFA's free and reduced price meal policies. The information cannot be used or possessed by the FSMC for any use other than to determine eligibility for free and reduced price meals.
- K. The FSMC will follow the SPONSOR's established policy regarding marketing/advertising within school district buildings.
- L. The SPONSOR must have and maintain State or local health certification for any facility outside the school in which it proposes to prepare meals for the duration of the contract. *[7 CFR 210.16(c)(2)]*
- M. The FSMC shall have Federal, State or local health certifications for the facility in which it proposes to prepare meals for use in CACFP and/or SFSP, and it shall ensure that health and sanitation requirements are met at all times. In addition, OSPI may require the FSMC to provide for meals, which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared. These bacteria levels shall conform to the standards, which are applied by the local health authority with respect to the level of bacteria, which may be present in meals prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the SPONSOR and to OSPI. *[7 CFR 226.6(i)(3)][7 CFR 225.5(h)(2)(v)]*
- N. The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the institution will need to meet its responsibilities under this part, and shall promptly submit invoices and delivery reports to the institution no less frequently than monthly. *[7 CFR 210.16(c)(1)] [7 CFR 226.6(i)(2)] [7 CFR 225.6(h)(2)(iv)]*
- O. The FSMC shall collect gross sale receipts, on behalf of the SPONSOR, for cash-paid meals, a la carte items, and vending items. Gross cash receipts shall be turned over daily to the SPONSOR, who is directly responsible to the state for any taxes, which may be applicable.

- P. The FSMC shall not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school sponsored event. [7 CFR 210.21(e)]
- Q. For SFSP and CACFP, the FSMC shall not subcontract for the total meal (with or without milk) or for the assembly of the meal. [7 CFR 225.6(h)(2)(ii), 7 CFR 226.21(e)].

2.3 Responsibilities of SPONSOR.

- A. The SPONSOR shall retain overall financial responsibility for the school nutrition program. The SPONSOR shall supervise and retain control of the FSMC's daily operation of the food service described in this agreement; retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices.
- B. Authorized representatives of the SPONSOR 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)]
- C. The SPONSOR shall ensure that the food service operation is in conformance with the school food authority's agreement under the Program [7 CFR 210.16(a)(2)]
- D. The SPONSOR 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)]
- E. The SPONSOR shall be responsible for all contracts entered into in connection with the school nutrition program. [7 CFR 210.21; 210.19(a)(1); and 2 CFR 200]
- F. The SPONSOR shall implement internal controls and ensure resolution of program review and audit findings. [7 CFR 210.8(a), 7 CFR 210.9(b)(17) and 210.18(k) (1)(2).]
- G. The SPONSOR shall establish an advisory board composed of parents, teachers, and students to assist in menu planning. [7 CFR 210.16(a)(8)]
- H. The SPONSOR shall maintain applicable health certification and be assured that the FSMC is meeting all state and local regulations in preparing and serving meals at the facilities. [7 CFR 210.16(7)]
- I. The SPONSOR 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 SPONSOR shall distribute and collect the

parent letter and application for free and reduced-price meals. The SPONSOR 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]

- J. Both the SPONSOR and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced-price meals.
- K. The SPONSOR shall assure that the maximum amount of USDA donated foods are received and utilized by the FSMC. [7 CFR 210.9(b)(15)]
- L. The SPONSOR shall establish commodity processing contracts. [7 CFR 250.51(a)]
- M. The SPONSOR shall retain title to donated foods. [7 CFR 210.16 (a)(6)]
- N. The SPONSOR shall establish a meal charge policy that meets federal and state requirements. The FSMC will follow the SPONSOR's meal charge policy in providing meals to students with inadequate funds.
- O. When contracting (or subcontracting) with small and minority businesses, women's business enterprises, and labor surplus area firms, the SPONSOR must take all necessary affirmative steps when possible including:
 - i. Placing such qualified businesses on solicitation lists;
 - ii. Assuring such businesses are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller quantities to permit maximum participation by such businesses;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by such businesses;
 - v. Using the service and assistance, as appropriate, of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
 - vi. And requiring the FSMC, when subcontracting, to also take these affirmative steps. [2 CFR 200.321]

ARTICLE III FOOD SERVICE PROGRAM

- 3.1 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. The SPONSOR shall provide the FSMC with a list of the OSPI approved summer food sites, childcare centers, day care homes, adult day care centers, and/or outside-school-hours care centers to be furnished meals by the FSMC, the number of meals, by type, to be delivered to each location, and the number of meals which may be claimed for reimbursement by each site.

The SPONSOR shall notify the FSMC of all sites which have been approved, cancelled, or terminated subsequent to the submission of initial approved site list and of any changes to the approved level of meal service for each site. The notification shall be provided within the time limits mutually agreed upon in the contract. [7 CFR 226.6(i)(1)] [7 CFR 225.6(h)(2)(iii)]

3.2 Programs. The FSMC shall prepare and serve meals for the SPONSOR acting as a sponsor of the following USDA Child Nutrition Programs:

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- After School Snack Program (ASSP)
- Seamless Summer Option (SSO)
- Summer Food Service Program (SFSP)
-

Other Services:

- Catering
- A la carte Sales
- Adult Meals
- Vending/Concessions

The FSMC shall provide meals that meet all USDA meal pattern requirements as described in 7 CFR 210.10, 220.8, 225.15, and 226.20, as applicable. If the FSMC is offering a la carte services, it must also offer free, reduced price and paid reimbursable lunches to all eligible children. [7 CFR 210.16(a)]

The FSMC shall deliver meals in accordance with a delivery schedule prescribed in the contract. [7 CFR 226.6(i)(8)] [7 CFR 225.5(h)(2)(x)] Increases and decreases in the number of meal orders may be made by the SPONSOR, as needed, within a prior notice period mutually agreed upon in the contract. [7 CFR 226.6(i)(9)] [7 CFR 225.6(h)(2)(xi)] All breakfasts, lunches, and suppers delivered for service in outside school-hours care centers shall be unitized, with or without milk, unless OSPI determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, OSPI may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if OSPI has evidence which indicates that this requirement is necessary to ensure compliance with § 226.20. [7 CFR 226.6(i)(11)].

The FSMC shall manage food service operations and/or prepare unitized meals, with or without milk, unless the OSPI has approved a request for exceptions to the unitizing requirement for certain meal components. [7 CFR 225.16(m)(2)]

3.3 Calendar. All meals will be provided in accordance with meal pattern requirements in an approved calendar (attached as Appendix B). For the first twenty-one (21) days of food service, FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the SPONSOR. Changes in the menu may be made later with approval of the SPONSOR. [7

CFR 210.16(b)(1)] The CACFP meals served under this contract shall conform to the cycle menus upon which the bid was based and to menu changes agreed upon by the institution and the FSMC. *[7 CFR 226.6(i)(4)]* The SFSP meals served under the contract shall conform to the cycle menus and meal quality standards and food specifications approved by OSPI and upon which the contract was based, if applicable. *[7 CFR 225.6(h)(2)(vi)]*

- 3.4 Meal Program. The FSMC shall provide nutritional, high-quality breakfasts, lunches, snacks, suppers, milk service, a la carte food, and vending items. All reimbursable lunches, breakfasts, suppers and snacks shall meet the requirements for USDA reimbursement as described in 7 CFR 210.10, 220.8, 225.15, 225.16, 226.20, as applicable. Prices to be charged for meals and snacks during the current contract year shall be established by the SPONSOR. *[7CFR 210.16(a)(4)]*
- 3.5 Dietary Exceptions for Disability Reasons. The FSMC must make substitutions in breakfasts, lunches, suppers, 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 which includes recommended alternate foods. *[7 CFR 210.10(m)(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, supper, 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 which includes recommended alternate foods. *[7 CFR 210.10(m)(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 SPONSOR must inform OSPI if any of its schools choose to offer fluid milk substitutes. The SPONSOR will need to accept a written request from a medical authority or the student's parent or legal guardian unless milk substitute is offered to all students. *[7 CFR 210.10(m)(2)(i)]*

- 3.6 Food Committee and Advisory Board. The FSMC shall cooperate with the SPONSOR's Food Service Advisory Committee, consisting of students, parents, and SPONSOR staff, in developing menus and other food service programs.
- 3.7 Catering. Upon the SPONSOR's request, the FSMC shall provide catered food service at times and prices mutually agreed upon by both parties. For all SPONSOR sponsored and third party functions catered by the FSMC, the FSMC shall prepare and submit prenumbered invoices to appropriate administrators of the SPONSOR and representatives of third party organizations, which shall pay the SPONSOR directly. Such invoices will be submitted by the FSMC by the end of the current month. Any invoice payments received by the FSMC shall be immediately delivered to the SPONSOR's Accounting

Department. The SPONSOR shall be responsible for collecting amounts due on food service accounts receivable invoices. The FSMC shall provide the SPONSOR with copies of invoices and an invoice control log within ten (10) days after the end of each month. Costs of catered functions shall not be supported by the nonprofit food service account funds.

- 3.8 Environmental Protection Agency Compliance. In performance of this contract, the FSMC and SPONSOR 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)]*
- 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 **Clean Energy Transformation Act (CETA)** issued by the State of Washington in compliance with the Energy Policy and Conservation Act, to be found at:
<https://www.commerce.wa.gov/growing-the-economy/energy/ceta/>
- 3.10 Debarment Certification. The FSMC shall complete and submit to SPONSOR the USDA Suspension and Debarment Certification. The SPONSOR shall submit the certification to OSPI Child Nutrition Services (CNS) with the contract for review. The SPONSOR 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) and 2 CFR 200.214]*
- 3.11 Lobbying. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit to the SPONSOR a Certification Regarding Lobbying and a Disclosure of Lobbying Activities. The SPONSOR shall submit the certification to OSPI CNS along with the contract for review. *[2 CFR 200 Appendix II(I) and 2 CFR 200.450]*
- 3.12 “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.
- 3.13 Local Purchases. The FSMC shall allow fifteen percent (15%) 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). *[7 CFR 210.21(g)]*

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 SPONSOR’s Food

Service Program. FSMC shall inform the SPONSOR prior to hiring senior management positions for the SPONSOR's Food Service Program. All persons to be hired as food service directors, assistant directors, and supervisors must be presented for the SPONSOR's evaluation and approval and such approval shall not be unreasonably withheld, conditioned, or delayed. 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, and 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 SPONSOR must ensure that the FSMC staff has the knowledge and skills to supply safe and nutritious meals that meet the meal requirements. The SPONSOR director must ensure that the FSMC employees providing services for the school meal programs have the required annual training. Therefore, the SPONSOR must require the FSMC to provide documentation showing the training hours and topics completed by the employees. The SPONSOR director may work with the FSMC to identify appropriate training resources, such as those listed at the professional standards website at <http://professionalstandards.fns.usda.gov>.
- 4.4 Current Employees. FSMC shall first consider current employees of the SPONSOR 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 SPONSOR. The FSMC manager(s) shall direct and supervise the food service employees.
- 4.6 Student Workers. The SPONSOR has a policy of providing work experience for its students as part of the educational curriculum. In furtherance of that policy, the SPONSOR may assign students to work in the food service operation in such numbers as are agreed upon between the SPONSOR and the FSMC. Such student workers shall not be employees of the FSMC, and therefore, not compensated by 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. [2 CFR 200 Appendix II(C)]
- 4.8 Contract Work Hours and Safety Standards Act. FSMC and the SPONSOR 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(E)]

- 4.9 Emergency Devices. All food service personnel assigned to the SPONSOR shall be instructed on the use of all emergency switches and fire and safety devices in the Facility.
- 4.10 Background Checks. FSMC shall perform background checks in accordance with FSMC's personnel policies and 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 FSMC new hires. If requested, FSMC will provide a written certification verifying that the foregoing requirements have been completely satisfactorily and in compliance with applicable law; however, copies of investigation agency reports shall not be provided to SPONSOR.
- 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 SPONSOR 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 SPONSOR reasonably considers objectionable without change in the contract sum or contract time. Any objection raised by the SPONSOR shall be made in writing and shall be performed in accordance with FSMC's personnel policies and shall not violate any applicable state or federal laws.
- 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.
- 4.13 Civil Rights Assurance Statement. The sponsor hereby agrees that it will comply with: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000); All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); Food and Nutrition Service

(FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Sponsor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

- 4.14 Agreement Not to Hire. SPONSOR acknowledges that FSMC's salaried employees are essential to FSMC's core business of providing management services and are familiar with FSMC's operating procedures and other information proprietary to FSMC. Therefore, SPONSOR shall not, without FSMC's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including

employment by any successor contractor) in any facility owned or controlled by SPONSOR, of any person who is or has been a FSMC salaried employee assigned to the services at the premises, within the earlier of one (1) year after such employee terminates employment with FSMC or within one (1) year after termination of this Agreement. If SPONSOR hires, makes any agreement with, or permits employment of any such employee in any SPONSOR operation providing food service within the restricted period, it is agreed by SPONSOR that FSMC shall suffer damages and SPONSOR shall pay FSMC as liquidated damages, and not as a penalty, an amount equal to two (2) times the then-current annual salary of each employee hired by SPONSOR or the successor food service management company. This sum has been determined to be reasonable by both parties after due consideration of all relevant circumstances. This provision shall survive termination of this Agreement.

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 SPONSOR. The cost of food and operational supplies ordered by FSMC on behalf of the SPONSOR 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 SPONSOR and made available to the FSMC must be used only for the benefit of the SPONSOR'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 must use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SPONSOR's food service. [7 CFR 250.53(a)(6)]
 - C. 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)]
 - D. The FSMC agrees to procure processed end products on behalf of the SPONSOR in accordance with 7 CFR 250.
 - E. The FSMC agrees that it will not itself enter into the processing contract with the processor.

- 5.2 Small Wares. The FSMC shall replenish the necessary small wares, including trays, dishes, glassware, flatware, serving utensils, and the like.
- 5.3 Office Facilities. The SPONSOR 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 SPONSOR in good condition upon termination of this contract, ordinary wear and tear excepted. Office facilities and equipment shall be provided by the SPONSOR only for the management staff employed to carry out school food service operations for the SPONSOR. 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 SPONSOR'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 SPONSOR 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 SPONSOR 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 SPONSOR is unable to perform any of its responsibilities described in subparagraph B above, the FSMC shall temporarily assume those responsibilities and shall bill the SPONSOR 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 SPONSOR shall be responsible for compliance relating to structural and equipment matters.
- 5.5 Maintenance. The SPONSOR shall be responsible for cleaning and maintaining food service facilities and equipment. If the SPONSOR is unable to perform the work, the FSMC shall temporarily assume those responsibilities and shall bill the SPONSOR for any costs incurred.
- 5.6 Condition of Facilities and Equipment. The SPONSOR 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 SPONSOR's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the SPONSOR of such notification.

- 5.7 Transportation Equipment and Vehicles. The SPONSOR shall provide transportation vehicles and equipment to be used in the food service program. The SPONSOR shall be responsible for maintenance, fuel, insurance, and equipment for transportation.
- 5.8 Nonconforming Facilities and Equipment. The SPONSOR 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 SPONSOR and the FSMC have mutually agreed upon the fixed price per meal equivalent(s) as follows:

| | |
|---------|--------|
| A. NSLP | \$2.16 |
| B. SBP | \$2.16 |
| C. SSO | \$2.16 |
| D. SFSP | \$2.16 |
| E. | |

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.

- 6.2 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 and snacks, the number of meal equivalents shall be determined by dividing the total of all food 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 plus the USDA donated foods value. $(3.68 + .26 = \$3.94)$

- 6.3 Billings to SPONSOR. No sales tax applies to FSMC invoices for managing the food service operation of the SPONSOR.
- 6.4 Crediting Value of USDA Donated Foods Received. The FSMC must credit the SPONSOR for the value of all USDA donated food received, entitlement and bonus, for use in the SPONSOR'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 SPONSOR 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 CNS. For processed USDA donated foods, it is the processing contract value in addition to the USDA/OSPI assigned average value. When the SPONSOR pays OSPI CNS 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 SPONSOR for the value of USDA foods received.
- 6.5 Invoice Due Date. Invoices submitted to the SPONSOR by the FSMC that pass audit, payment will be made within thirty (30) days after the date on the invoice. The FSMC will be notified immediately of any invoice that does not pass audit. The SPONSOR shall pay all amounts when due. If the SPONSOR 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 SPONSOR may not pay interest with funds from the nonprofit school food service account funds.
- 6.6 Break-Even 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, at a minimum, financial break-even, defined, as "generated program revenues will be sufficient to cover all actual and direct operating costs and unrestricted indirect costs incurred by both the SPONSOR and the FSMC." If the SPONSOR 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 SPONSOR must deposit the net income back into the food service account.

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 values of commodities received less (i) the Fixed Price for all meals served, and (ii) LEA labor and other program expenses, totaling Six Hundred Sixty Five Thousand Dollars (\$665,000.00), as outlined in FSMC's Financial Proforma, attached as Appendix C. If the program experiences operating losses, the FSMC shall be required to reimburse the LEA in an amount commensurate with the variance of those costs that are within the control of the FSMC.

6.7 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.

6.8 Documents to SPONSOR. The FSMC shall submit the following supporting documents to the SPONSOR 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 SPONSOR 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 SPONSOR for the value of all USDA donated foods received for use in the SPONSOR'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 SPONSOR.

6.9 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 SPONSOR, OSPI, USDA, and the US General Accounting Office at any reasonable time and place.

6.10 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.

- 6.11 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 nonprogram 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, SSO, SFSP, 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, 250 and FNS instructions and policies.
- 7.2 Recovery of Over Claims. FSMC shall pay the SPONSOR any over claims assessed by OSPI due to FSMC negligence or noncompliance with regulations, including those over claims based on review or audit findings.

For SFSP in cases of nonperformance or noncompliance on the part of the FSMC, the FSMC shall pay the sponsor for any excess costs the sponsor incurs by obtaining meals from another source. [7 CFR 225.6(h)(2)(xiii)]

- 7.3 Spoiled Meals. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, are delivered outside of the agreed upon delivery time, do not meet specifications developed by the SPONSOR, or do not otherwise meet the requirements of this contract. [7 CFR 210.16(c)(3), 7 CFR 226.6(i)(7)] No deduction in payment shall occur unless the SPONSOR has notified the FSMC in writing within forty-eight (48) hours of the meal service specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction. Neither USDA nor OSPI assumes any liability for payment of differences between the number of SFSP meals delivered/prepared by the FSMC and the number of SFSP meals served by the sponsor that are eligible for reimbursement. [7 CFR 225.6(h)(2)(ix)]
- 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 SPONSOR, 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 needed by the SPONSOR to support its claims for federal and state reimbursements; or from the date of receipt of final payment under the contract; or in cases where an audit requested by OSPI CNS or USDA remains unresolved, until such time as the audit is resolved. The FSMC shall submit monthly to the SPONSOR a meal reimbursement claim report including all meals served under all programs operated by the SPONSOR for the SPONSOR to submit to OSPI CNS. [7 CFR 210.16(c)(1), 7 CFR 210.23(c), 7 CFR 225.6(h)(vii), 7CFR 226.6(i)(5)]

The SPONSOR 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 SPONSOR'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 Commerical General Liability Insurance. The FSMC shall obtain and keep in force during this contract, for the protection of the SPONSOR and the FSMC, Commerical General 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 and activities of the FSMC under this contract. The FSMC shall deliver to the SPONSOR 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 provision whereby the insurer(s) shall provide notice of cancellation in accordance with the provisions of the policy. FSMC shall make reasonable efforts to provide SPONSOR thirty (30) days' prior written notice if the insurance afforded by FSMC's policy is canceled. The policies for one million dollars (\$1,000,000) coverage shall also name the SPONSOR as an Additional Insured, but only with respect to operations of the FSMC under this contract.
- 7.6 Waiver of Insurance Subrogation. 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 the sole negligence or willful misconduct of the indemnifying party, its agents, or its employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

In no event shall either party be liable for consequential, indirect or incidental damages (including punitive damages and lost profits), even if such party has been advised of the possibility of such damages in advance.

- 7.8 Trade Secrets. During the term of this contract, the FSMC may grant to SPONSOR a nonexclusive right to access proprietary materials of the FSMC, including menus, recipes, signage, surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC) and similar documents regularly used in the operation of the FSMC's business ("Trade Secrets"). The SPONSOR shall not disclose any of the FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this contract. The SPONSOR shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All Trade Secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of this contract. The SPONSOR 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.

Without limiting the foregoing and except for software provided by the SPONSOR, the SPONSOR specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software by or licensed to the FSMC and not the SPONSOR. Furthermore, the SPONSOR's access or use of such software shall not create any right, title interest, or copyright in such software and the SPONSOR shall not retain such software beyond the termination of the contract.

In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive the termination of the contract.

- 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 Notice. Any notice or communication required or permitted under this contract shall be dated, in writing, and shall be served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by US registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

Notices to the District:

Woodland Public Schools
800 2nd St
Woodland, WA 98674

Notices to the FSMC:

Sodexo America, LLC
Attention: Stephen Dunmore
CEO, North America Schools
9801 Washingtonian Boulevard
Gaithersburg, Maryland 20878

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 or received the day after deposit with the delivery service.

- 7.12 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.
- 7.13 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 SPONSOR is to be used.
- 7.14 Authority of Signatories. 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.
- 7.15 Electronic Signatures. The parties agree that this Contract and subsequent Amendments may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the parties to the terms and conditions stated herein.

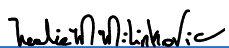
- 7.16 Construction and Effect. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation.
- 7.17 Adjustments. The Financial Arrangement may be adjusted to reflect additional 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 health benefit costs paid by FSMC on behalf of covered employees. With proper documentation to certify the costs incurred by the FSMC, the adjustment to the Financial Arrangement will be effective from the date the events of (i) and/or (ii) occur. Material changes to this contract are subject to OSPI CNS's review and approval (See Section 6.10).
- 7.18 Liability for NON-FSMC Approved Vendors. FSMC shall not use or be required by SPONSOR to use any products at the food service facilities from any vendors or suppliers unless such vendors or suppliers (i) carry liability insurance (including products liability coverage) and contractual liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) for each occurrence, naming SPONSOR and FSMC as additional insured, and (ii) agree to defend, indemnify and hold harmless SPONSOR and FSMC from and against all claims, liabilities, losses and expenses, including reasonable attorneys' fees, which may arise as a result of using such vendor or supplier's products. FSMC will honor current contracts SPONSOR has in place, with SPONSOR carrying liability insurance required under (i) above and SPONSOR indemnifying FSMC in accordance with (ii) above, as an exception to above requirements but is not under any obligation to renew.

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

Woodland School District

Sodexo America, LLC

By: _____
Michael Green
Superintendent

By: 

Leslie Milinkovic (Aug 24, 2022 18:20 PDT)
Leslie M. Milinkovic
Senior Vice President

Enter Date

Aug 24, 2022

Enter Date

Appendix A
School / Site Locations

For NSLP & SBP:

| School Name | Physical Address | Telephone # | Contact Name |
|------------------------------|--|--------------------|---------------------|
| Columbia Elementary School | 600 Bozarth Ave, Woodland, WA 98674 | (360) 841-2940 | Cris Forgey |
| North Fork Elementary School | 2250 Lewis River Rd, Woodland, WA 98674 | (360) 841-2775 | Erika Fechtner |
| Yale Elementary School | 11842 Lewis River Rd, Ariel, WA 98603 | (360) 841-2950 | Andrea Jacobs |
| Woodland Middle School | 755 Park St, Woodland, WA 98674 | (360) 841-2888 | Bertha Bourke |
| Woodland High School | 1500 Dike Access Rd, Woodland, WA 98674 | (360) 841-2955 | Julie Hancock |
| | | | |
| | | | |
| | | | |
| | | | |
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For SFSP:

| Name | Physical Address | Telephone # | Contact Name |
|------------------------|------------------------------------|--------------------|---------------------|
| Woodland Middle School | 755 Park St, Woodland, WA 98674 | (360) 841-2888 | Stacy Brown |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Appendix B School Calendar

Woodland Public Schools 2022-23 School Year Calendar

| August 2022 | September 2022 | October 2022 | November 2022 | December 2022 | January 2023 |
|--|---|--|---|---|---|
| S M Tu W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 | S M Tu W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 | S M Tu W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 | S M Tu W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 | S M Tu W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 | S M Tu W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 |
| 2 2 | 20 22 | 19 41 | 18 59 | 14 73 | 19 92 |
| February 2023 | March 2023 | April 2023 | May 2023 | June 2023 | July 2023 |
| S M Tu W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 | S M Tu W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 | S M Tu W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 | S M Tu W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 | S M Tu W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 | S M Tu W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 |
| 18 110 | 23 133 | 15 148 | 20 168 | 12 180 | 20 200 |

-  EARLY RELEASE 9-12
-  EARLY RELEASE K-8
-  EARLY RELEASE K-12
-  KEY DATE (START/FINISH/GRADUATION/ETC)
-  HOLIDAY OR NON STUDENT/NON STAFF DAY
-  SNOW MAKE-UP DAYS
-  NON STUDENT / STAFF DAYS

| | |
|----------------|--|
| August 22-29 | Certificated Staff Professional Development Days |
| August 30 | First Day of School |
| September 2 | Non Student / Non Staff Day |
| September 5 | Labor Day Holiday |
| October 24 | Certificated Staff Professional Development Day |
| October 25-26 | Early Release - Grades K-8 (Parent/Teacher Conferences) |
| October 27-28 | Early Release - Grades K-12 (Parent/Teacher Conferences) |
| October 31 | Certificated Staff Professional Development Day |
| November 11 | Veterans Day Holiday |
| November 23-25 | Thanksgiving Holiday |
| Dec 21-Jan 2 | Winter Break |
| January 16 | MLK Jr. Day Holiday |
| January 27 | Semester Break Day |
| February 17 | Certificated Staff Professional Development Day |
| February 20 | Presidents' Day Holiday |
| March 28-31 | Early Release - Grades K-12 (Parent/Teacher Conferences) |
| April 3-7 | Spring Break* |
| May 5 | Snow Make-up Day |
| May 26 | Snow Make-up Day |
| May 29 | Memorial Day Holiday |
| June 7 | TEAM High Commencement |
| June 9 | WHS Commencement |
| June 13-14 | Early Release - Grades 9-12 (Parent/Teacher Conferences) |
| June 15-16 | Early Release - Grades K-12 (Parent/Teacher Conferences) |
| June 16 | Last Day of School |
| June 19 | Juneteenth |
| July 4 | Independence Day Holiday |

*Spring break will be aligned with Cascadia Tech Academy (Evergreen School District).

Appendix C
Proforma – 2022-2023 school year

| Attachement C: Financial Pro Forma Woodland SD- 180 Days | | | |
|---|--------------------|-----------------------------|--|
| Resources | Dollars | Cost Per Meal Equivalent | |
| Local Sales | \$255,886 | \$0.924 | |
| Reimbursement: State & Keep Kids Fed Act | \$102,321 | \$0.370 | |
| Reimbursement: Federal | | \$0.000 | |
| National School Lunch Program & School Breakfast Program | \$771,680 | \$2.787 | |
| USDA Foods (Commodities) | \$94,589 | \$0.342 | |
| Summer Food Service Program/ SSO | \$18,871 | \$0.068 | |
| Supplie Chain Assistance | \$35,557 | \$0.128 | |
| Total Resources | \$1,278,904 | \$4.619 | |
| Extimated Expenses | | | |
| Food Costs: | | | |
| Food Costs (include worker meals) | | \$0.000 | |
| Local Purchases | | \$0.000 | |
| Rebates, Credits, and Discounts | \$94,589 | \$0.342 | |
| Total Food Costs | \$94,589 | \$0.342 | |
| Labor Costs: | | | |
| Hourly Wages | \$649,000 | \$2.344 | |
| Hourly Taxes and Benefits | | \$0.000 | |
| Hourly Other: Extra/Sub | | \$0.000 | |
| Supervisor | | \$0.000 | |
| Total Labor Costs | \$649,000 | \$2.344 | |
| 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 | \$0.058 | |
| Total Non-Food | \$16,000 | \$0.058 | |
| Contract Services: | | | |
| FSMC Services | \$ 598,000 | \$2.160 | |
| Commodity Credit | (\$94,589) | (\$0.342) | |
| Contractor's Management Fee | | \$0.000 | |
| Contractor's General & Administrative | | \$0.000 | |
| Total Contract Services | \$503,411 | \$1.818 | |
| Total Estimated Expenses | \$1,263,000 | \$4.562 | |
| Gain / (Loss) to School | \$15,904 | \$0.057 | |
| Unrestricted Indirect Costs | \$0 | \$0.000 | |
| Net Gain/Loss | \$15,904 | \$0.057 | |

| Meal Type | Meals/Dollars | Conversion Rate | Meal Equivalents |
|--------------|---------------|-----------------|------------------|
| Breakfasts | 75,546 | 1.5 | 50,364 |
| Lunches | 208,609 | 1.0 | 208,609 |
| Snacks | | 3.0 | - |
| Ala Carte | \$70,442 | \$3.940 | 17,879 |
| Total | | | 276,852 |

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 SPONSOR.

Attachment A
Certificate of Independent Price Determination

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

Sodexo America, LLC.

Woodland School District

NAME OF FOOD SERVICE MANAGEMENT COMPANY

NAME OF LOCAL EDUCATIONAL AGENCY

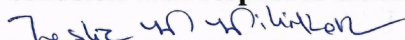
(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (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:

| | | |
|---|-------------------------------|-----------|
|  | Type text here Vice President | 8/18/2022 |
| SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE | TITLE | DATE |

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

| | | |
|--|-------|------|
| SIGNATURE OF SPONSOR AUTHORIZED REPRESENTATIVE | TITLE | DATE |
|--|-------|------|

Attachment B
Suspension and Debarment Certification
[Local Educational Agency]

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)

8/18/2022

Date

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 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 9801 Washingtonian Blvd Gaithersburg, MD 20878

Name/Address of Organization

Leslie M Milinkovic Vice President

Name/Title of Submitting Official

Leslie M Milinkovic

Signature

8/18/2022

Date


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.

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.

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: <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">A</div> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | 2. Status of Federal Actions <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">A/B</div> a. bid/offer/application b. initial award c. post-award | 3. Report Types: <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">A</div> a. initial filing 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, White House, EPA, USDA, Department of Labor | | 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 affiliates and subsidiaries. 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878 | | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): McGlockton, Joan R. |
| (attach Continuation Sheet(s) S F-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): 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: <div style="border: 1px solid black; padding: 5px; display: inline-block;">In House Government Affairs Department</div> |
| 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:  Print Name: <input type="text" value="Leslie M Milinkovic"/> Title: <input type="text" value="Vice President"/> Telephone No.: <input type="text" value="(425) 213-4393"/> Date: <input type="text" value="8/18/2022"/> |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form - LLL |

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

8/18/2022

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE

DATE

SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE

DATE