

1100 Southgate Suite 8
Pendleton, OR 97801
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www.pendleton.k12.or.us

Jon Peterson
Superintendent

Tricia Mooney
Assistant Superintendent

Michelle Jones
Director of Business Services

Julie Smith
Special Programs Director

Laura Miltenberger
Curriculum Instruction
& Assessment Coordinator

Dan Greenough
Principal
Pendleton High School

Matt Yoshioka
Principal
Sunridge Middle School

Brenda Giesen
Principal
West Hills Intermediate

Lori Hale
Principal
Lincoln Elementary

Aimee VanNice
Principal
McKay Creek Elementary

Theresa Owens
Principal
Sherwood Heights Elementary

Curt Thompson
Principal
Washington Elementary

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Lynn Lieuallen
Debbie McBee
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Bob Rosselle

AMENDMENT

PENDLETON SCHOOL DISTRICT

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated May 13, 2015, is between PENDLETON SCHOOL DISTRICT ("LEA") and SODEXO AMERICA, LLC ("FSMC").

WITNESSETH:

WHEREAS, LEA and FSMC entered into a certain Management Agreement dated July 1, 2013, as amended ("Agreement"), whereby FSMC manages and operates LEA's Food Service operation located in Pendleton, Oregon;

WHEREAS, the parties now desire to further amend the aforesaid Agreement;

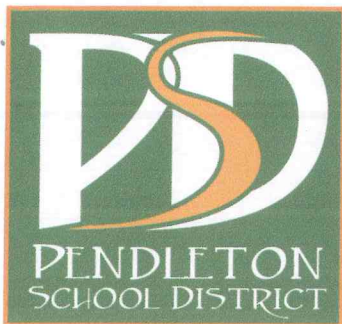
NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Any and all references to the "2014-2015" school year shall be changed to "2015-2016" school year.

2. Section 1.3 is deleted in its entirety and the following substituted therefor:

1.3 Term of the Agreement. The term of this Agreement commences on July 1, 2015 and continues until June 30, 2016. The Agreement is subject to maximum two (2) additional one-year renewals upon the consent of both parties, unless terminated earlier as provided in the Article concerning General Terms and Conditions. Extensions or renewals are contingent upon the fulfillment of all contract provisions related to donated foods.

3. Section 6.1 is deleted in its entirety and the following substituted therefor:



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

SBP

-Breakfast	\$3.45 per meal
-Meal Equivalents	\$3.45 per meal based on \$3.20 rate

NSLP

-Lunch	\$3.45 per meal
-Snack	\$3.45 per snack
-Meal Equivalents	\$3.45 per meal based on \$3.20 rate

SFSP

-Breakfast	\$3.45 per meal
-Lunch	\$3.45 per meal
-Snack	\$3.45 per snack
-Meal Equivalents	\$3.45 per meal based on \$3.20 rate

CACFP

-Breakfast	\$3.45 per meal
-Lunch	\$3.45 per meal
-Supper	\$3.45 per meal
-Snack	\$3.45 per snack

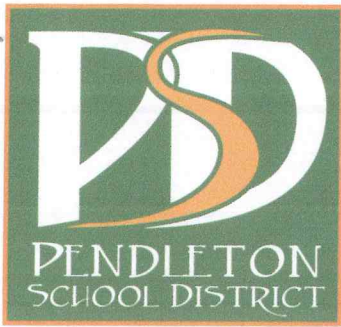
Vended Meal Programs and all other Meal and Meal Equivalents Served

-Breakfast	\$3.45 per meal
-Lunch	\$3.45 per meal
-Supper	\$3.45 per meal
-Snack	\$3.45 per snack
-Meal Equivalents	\$3.45 per meal based on \$3.20 rate

A. Meal Equivalent Defined:

1. For fixed price per meal purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered one-third (1/3) of a meal/meal equivalent, and one reimbursable snack shall be considered one-fourth (1/4) of a meal/meal equivalent.

2. For cash meal sale other than reimbursable meals, the number of meal equivalents shall be determined by dividing the total of all food sales except reimbursable meal and snack sales (including sales of adult meals, a la carte meals, snack bar, catering, conference, and any other function sales) by the sum of the current school year free meal reimbursement rate and the commodity value.



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(Example: The meal equivalency rate = \$2.86 plus \$0.2275 equals \$3.20 and Lunch Equivalents = total Ala Carte dollars divided by \$ 3.20).

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

- Daily meal counts by benefit category by school for each program
- Daily menu production records by program
- Monthly summary of Value of Commodities used
- Monthly summary of Revenues from other sales

C. Expenses paid by the FSMC and not charged to the LEA or the food service operations include, but are not limited to:

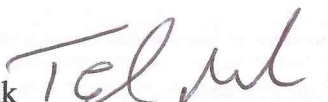
- Reports filed to the State
- Corporate income tax

D. Crediting Value of Commodities Received by the LEA – The FSMC must credit the LEA for the value of all donated food received, entitlement and bonus, for use in the LEA's meal service during the school year. This includes the value of donated food contained in processed end products. The FSMC shall list on the invoice the value of commodities received, for the period and deduct the amount of value from the total owed by LEA for the NSLP meals served. The value of commodities for entitlement and bonus is the average USDA purchase price as listed by ODE. For processed commodities it is the processing agreement value.

4. This Amendment is effective July 1, 2015 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

SO AGREED:

Ted Monk  Senior Vice President 5-21-15
Print Name Signature of FSMC Authorized Representative Title Date

Michelle Jones  Director of Business Services
Print Name Signature of LEA Authorized Representative Title Date

Certificate of Independent Price Determination

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

Sodexo America, LLC.

NAME OF FOOD SERVICE MANAGEMENT COMPANY

Pendleton School District

NAME OF LOCAL EDUCATIONAL AGENCY

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

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

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

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

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

<u>Tel Mank</u>	<u>Senior Vice President</u>	<u>5-21-15</u>
SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE	TITLE	DATE

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

<u>Michelle Jones</u>	<u>Director of Business</u>	<u>5/26/15</u>
SIGNATURE OF LEA AUTHORIZED REPRESENTATIVE	TITLE	DATE

Suspension and Debarment Certification

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

U. S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Sodexo America, LLC.

Organization Name

PR/Award Number or Project Name

Ted Monk, Senior Vice President

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

Ted Monk

Signature(s)

5-21-15

Date

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

Pendleton School District

NAME OF LOCAL EDUCATIONAL AGENCY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

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

Tel Monk

Senior Vice President

5-21-15

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE

DATE

Michelle Jones Director of Business

5/26/15

SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE

DATE

Certification Regarding Lobbying Disclosure of Lobbying Activities

(Complete the form that is applicable.)

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

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

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

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

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

Sodexo America, LLC.

10300 SW Greenburg Road, Suite 271

Portland, OR 97223

Name/Address of Organization

Ted Monk, Senior Vice President

Name/Title of Submitting Official

Ted Monk

Signature

5-21-15

Date

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <u>A</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <u>A/B</u> a. bid/offer/application b. initial award c. post-award	3. Report Type: <u>A</u> a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: <u>X</u> Prime _____ Subawardee Tier _____, if known: Sodexo Operations, LLC on behalf of itself and all its subsidiaries 9801 Washingtonian Boulevard, Suite 1012 Gaithersburg, Maryland 20878 Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: U.S. Congress Department of Defense USDA		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known: Unknown		9. Award Amount, if known: \$ Unknown
10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle) Sodexo Operations, LLC on behalf of itself and all its subsidiaries 9801 Washingtonian Boulevard, Suite 1012 Gaithersburg, Maryland 20878		10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle) Montelongo, Michael Montoya, Jessica Menapace, James Bukar, Nancy
11. Amount of Payment (check all that apply): \$ _____ _____ Actual _____ Planned		12. Type of payment (check all that apply): _____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred <u>X</u> f. other; specify: <u>In House Government Affairs Department</u>
13. Form of Payment (check all that apply): _____ a. cash _____ b. in-kind; specify: Nature _____ Actual _____		14. Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No <u>X</u>
15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: <div style="text-align: right;">Attach Continuation Sheet(s) SF-LLL-A (if necessary)</div>		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Ted Monk</u> Print Name: <u>Ted Monk</u> Title: <u>Senior Vice President</u> Telephone: <u>(503) 290-2056</u> Date: <u>5-21-15</u>		
Federal Use Only:		Authorized for Local Reproduction Standard Form -- LLL

Appendix E

United States Department of Agriculture Food and Nutrition Service

Western Region

Reply to
Attn of: SP Policy Memo 02-12 April 4, 2002 SA-11; SA-9-1-GEN

Subject: Buy American Provision

To: State Child Nutrition Program Directors

This policy memo reinforces a memo on the "Buy American" provision our Child Nutrition Division sent to State agencies on January 9, 2002.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

The legislation defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

USDA published regulations implementing these requirements on September 20, 1999, in the *Federal Register*. Nevertheless, the domestic food industry continues to express concerns that local program operators continue to use program funds to purchase foreign agricultural products. In response to this concern, report language accompanying the Agriculture Appropriations Act for Federal Fiscal Year 2002 requires USDA to report to Congress on its activities directed toward enforcing the Buy American provision.

Given the importance that Congress attaches to the "Buy American" provision and the role this provision plays in helping to stabilize the American agricultural economy, it is essential that local operators understand the need to ensure that all purchases of agricultural commodities and food products comply with this statutory provision. In addition to including the "Buy American" provision in bid specifications to ensure compliance, local operators should remind vendors and distributors of the requirement, and examine product packaging for country of origin.

Local operators must also be aware that, as a result of explicit language also contained in the report noted above, this provision now applies to all funds in the food service account and not just to Federal reimbursement. Please ensure that all local operators are aware of their responsibilities in this respect.

If you have any questions regarding this policy memo, please contact your team in Child Nutrition.

Janet Allen

JANET ALLEN, Director
Special Nutrition Programs
Western Region

cc: WRO Advocates