

From: Staton, Jennifer A
Sent: Wednesday, December 20, 2017 10:00 AM
To: 'erich_lindemann@mymail.eku.edu'
Cc: Foster, James H
Subject: RE: Freedom of Information Act (FOIA) Request Form
Attachments: 15018 RFP School Food Service Mgmt Svcs - Sodexo contract 06.30.2018.pdf; 15018 RFP School Food Service Mgmt Svcs - Sodexo contract 06.30.2017.pdf; 15018 RFP School Food Service Mgmt Svcs - Sodexo contract.pdf

Mr. Lindeman-

There is one contract with Sodexo for the entire District. Attached is the original contract and the two extension addendums.

Jennifer Staton, MS, CSP
Risk Manager
Beaufort County School District
843-322-2355 (w) | 843-812-6405 (m)

From: JotForm [<mailto:noreply@jotform.com>]
Sent: Monday, December 18, 2017 3:25 PM
To: Foster, James H <James.Foster@beaufort.k12.sc.us>; Staton, Jennifer A <Jennifer.Staton@beaufort.k12.sc.us>
Subject: Re: Freedom of Information Act (FOIA) Request Form



Freedom of Information Act (FOIA) Request Form

Enter your email address
below to receive a
confirmation email
when you submit your
data: (Optional)

erich_lindemann@mymail.eku.edu

Name: Erich Lindemann

Address: Street Address: [REDACTED]
City: [REDACTED]
Zip Code: [REDACTED]
Country: United States

Home Phone Number: [REDACTED]

Work Phone Number: [REDACTED]

E-mail Address: erich_lindemann@mymail.eku.edu

Public Records Requested (Description) I would like to obtain a copy of the most recent school lunch contract(s) that Beaufort County School District has entered into with Sodexo,

of Documents or
Information Requested):

Sodexo Group, or Sodexo USA. If this is a single contract which covers all schools within the district, than that is all I would like a copy of. If these are individual contracts with each school, I would like 2 contracts from ANY two elementary schools, 2 contracts from ANY two middle schools, and 2 contracts from ANY two high schools.

You can [edit this submission](#) and [view all your submissions](#) easily.

FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT RENEWAL AGREEMENT
Beaufort County School District
Contract Period: July 1, 2016 through June 30, 2017

Beaufort County School District, hereafter called "SFA" and Sodexo, hereinafter called "FSMC", hereby agree that the FSMC will operate the child nutrition program for the SFA during the period of July 1, 2016 through June 30, 2017.

This renewal agreement is constituted by the SFA's acceptance of the FSMC's response to the SFA's original Request for Proposal and Subsequent Contract effective July 1, 2015. The FSMC agrees to comply with all parts of the SFA's Request for Proposal and Subsequent Contract.

The base Firm Price meal rate fee for the 2016-2017 school year will be \$3.05, which includes the FSMC's management fee and the value of United States Department of Agriculture (USDA) Donated Foods as supplied by the SFA and used by the FSMC for the applicable USDA Child Nutrition Programs. The FSMC agrees to pay the SFA the sum of \$119,980 for costs identified during this period as "indirect cost" in the Contract. The guaranteed return to the SFA during this period will be \$150,000.

In addition, the FSMC may receive an additional \$.06 per reimbursable student lunch conditional upon the FSMC providing reimbursable lunch and breakfast meals that meet the current Food-Based meal pattern and nutrition standards required by USDA for all schools identified by the SFA in the Contract that have been certified and validated by the South Carolina Department of Education (SCDE). However, if the lunch and breakfast meals do not meet these standards as determined by USDA, SCDE, or any other government entity with monitoring authority, the FSMC shall reimburse the SFA in the amount equal to the sum of all meal rate fee(s) paid to the FSMC from the date of implementation of the meal rate fee through the date of such determination.

The following supporting documents must be included with and become part of this renewal agreement:

1. A copy of any amendments, subcontracts, letter agreements, or other relevant documentation pertaining to the Contract which has not previously been furnished to SCDE;
2. An amended list of schools, if the SFA has added/deleted schools to/from the Contract;
3. Documentation through cost or price analysis supporting a request for an increase in the meal rate fee charged by the FSMC. The average percentage increase in the "food away from home" series of the Consumer Price Index from April 2015 to April 2016 is 2.7%. This is the maximum percentage of increase that will be approved.
4. A copy of FSMC's current certificate of liability insurance coverage naming the SFA as the certificate holder and/or additional insured; and
5. A copy of the performance bond or performance bond continuation certificate for the period of July 1, 2016 through June 30, 2017 in the amount of 10% of the annual Contract value.

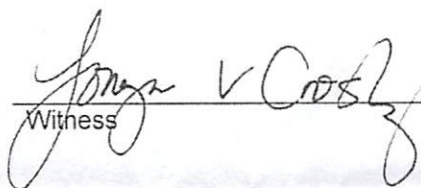
FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT RENEWAL AGREEMENT
Beaufort County School District
Contract Period: July 1, 2016 through June 30, 2017

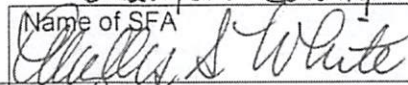
No modifications or changes shall be made to this Contract without full consent of all signatories. Any additions or changes to the Contract that change or negate the mandatory portions of the Contract as written shall automatically invalidate the Contract.

ATTEST:

SCHOOL FOOD AUTHORITY
(SFA)

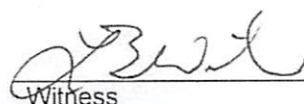
Beaufort County School District

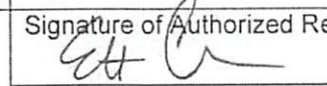

Witness

Name of SFA

Signature of Authorized Representative
Phyllis S. White
Printed Name of Authorized Representative
Chief Finance and Operations
Title
6/30/16
Date

ATTEST:

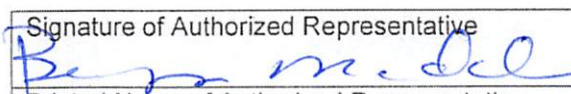
FOOD SERVICE MANAGEMENT COMPANY
(FSMC)


Witness

Name of FSMC
Gardexo
Signature of Authorized Representative

Printed Name of Authorized Representative
Scott Leckman
Title
Gen'l Vice Pres. Lt
Date
06.30.16

APPROVAL:

SOUTH CAROLINA DEPARTMENT OF
EDUCATION
(SCDE)

Signature of Authorized Representative

Printed Name of Authorized Representative
Benjamin M. Delow
Title
Interim Director
Date
06/30/16

FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT RENEWAL AGREEMENT

Beaufort County School District

Contract Period: July 1, 2017 through June 30, 2018

Sodexo Management, Inc.

Beaufort County School District, hereafter called "SFA" and ~~Sodexo~~, hereafter called "FSMC", hereby agree that the FSMC will operate the child nutrition program for the SFA during the period of July 1, 2017 through June 30, 2018.

This renewal agreement is constituted by the SFA's acceptance of the FSMC's response to the SFA's original Request for Proposal and Subsequent Contract effective July 1, 2015. The FSMC agrees to comply with all parts of the SFA's Request for Proposal and Subsequent Contract.

As a result of new USDA procurement requirements related to the competitive processing of USDA-donated foods, the existing provision under Section 5 (Terms and Conditions), Subsection D (USDA Foods), Paragraph 5 of the original Request for Proposal and Subsequent Contract is stricken and replaced with the following: "The SFA shall ultimately be responsible for USDA food processing contracts, to include compliance with all applicable federal and state requirements. While the Vendor may act as an agent on behalf of the SFA regarding the procurement of processed USDA donated foods, the Vendor is prohibited from entering into any processing contract. Any contractual agreement shall be in the name of and executed by the SFA. Further, any contractual agreement shall include adequate provisions to ensure proper crediting of the value of USDA donated foods. All goods, services, and/or funds received as the result of a rebate under a processing contract shall accrue to the SFA's nonprofit school food service account."

The base Firm Price meal rate fee for the 2017-2018 school year will be \$3.12, which includes the FSMC's management fee and the value of United States Department of Agriculture (USDA) Donated Foods as supplied by the SFA and used by the FSMC for the applicable USDA Child Nutrition Programs. The FSMC agrees to pay the SFA the sum of \$119,980 for costs identified during this period as "indirect cost" in the Contract. The guaranteed return to the SFA during this period will be \$150,000.

In addition, the FSMC may receive an additional \$.06 per reimbursable student lunch conditional upon the FSMC providing reimbursable lunch and breakfast meals that meet the current Food-Based meal pattern and nutrition standards required by USDA for all schools identified by the SFA in the Contract that have been certified and validated by the South Carolina Department of Education (SCDE). However, if the lunch and breakfast meals do not meet these standards as determined by USDA, SCDE, or any other government entity with monitoring authority, the FSMC shall reimburse the SFA in the amount equal to the sum of all meal rate fee(s) paid to the FSMC from the date of implementation of the meal rate fee through the date of such determination.

The following supporting documents must be included with and become part of this renewal agreement:

1. A copy of any amendments, subcontracts, letter agreements, or other relevant documentation pertaining to the Contract which has not previously been furnished to SCDE;

FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT RENEWAL AGREEMENT
Beaufort County School District
Contract Period: July 1, 2017 through June 30, 2018

2. An amended list of schools, if the SFA has added/deleted schools to/from the Contract;
3. Documentation through cost or price analysis supporting a request for an increase in the meal rate fee charged by the FSMC. The average percentage increase in the "food away from home" series of the Consumer Price Index from April 2016 to April 2017 is **2.3%**. This is the **maximum** percentage of increase that will be approved.
4. A copy of FSMC's current certificate of liability insurance coverage naming the SFA as the certificate holder and/or additional insured; and
5. A copy of the performance bond or performance bond continuation certificate for the period of July 1, 2017 through June 30, 2018 in the amount of 10% of the annual Contract value.

No modifications or changes shall be made to this Contract without full consent of all signatories. Any additions or changes to the Contract that change or negate the mandatory portions of the Contract as written shall automatically invalidate the Contract.

ATTEST:

**SCHOOL FOOD AUTHORITY
(SFA)**

Witness

Name of SFA
Signature of Authorized Representative
Printed Name of Authorized Representative
Title
Date

Jeffrey C Moss
Superintendent
6-27-17

ATTEST:

**FOOD SERVICE MANAGEMENT COMPANY
(FSMC)**

Witness

Karen Marguardt

Name of FSMC
Signature of Authorized Representative
Printed Name of Authorized Representative
Title
Date

Solexo Management, Inc.
Deborah W. McLaughlin
Deborah W. McLaughlin
Vice President
7-17-17

FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT RENEWAL AGREEMENT

Beaufort County School District

Contract Period: July 1, 2017 through June 30, 2018

APPROVAL:

**SOUTH CAROLINA DEPARTMENT OF
EDUCATION
(SCDE)**

Signature of Authorized Representative
Printed Name of Authorized Representative
Title
Date

CONTRACT/AGREEMENT AUTHORIZATION

The offeror certifies that the FSMC shall operate in accordance with all applicable state and federal regulations. The offeror certifies that all terms and conditions within the RFP Solicitation shall be considered a part of the Contract/Agreement as if incorporated therein. The SFA and the FSMC are in agreement that unpaid meal balances are not the responsibility of the SFA.

No modifications or changes may be made to this Contract/Agreement without full consent of all signatories. Any additions or changes to the Contract/Agreement that change or negate the mandatory portions of the contract as written will automatically invalidate the contract.

This Contract/Agreement shall be in effect for one year and may be renewed by mutual agreement for four (4) additional one-year periods.

All signatures must be original and must be in place prior to the commencement of any contractual work.

IN WITNESS WHEREOF, the parties hereto have caused this Contract/Agreement to be signed by their duly authorized representatives.

ATTEST:

SCHOOL FOOD AUTHORITY:



Name of SFA – Beaufort County School District



Signature of Authorized Representative

Jeffrey C. Moss

Typed Name of Authorized Representative



Superintendent

Title

5-26-15

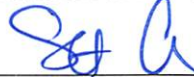
Date Signed

ATTEST:

FOOD SERVICE MANAGEMENT COMPANY



Name of FSMC – Sodexo Management, Inc.



Signature of Authorized Representative

Scott Loretan

Typed Name of Authorized Representative

Senior Vice President

Title

5/15/15

Date Signed

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

*(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 are presently debarred, suspended, proposed for disbarment, 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 Management, Inc.

FSMC Name

Scott Loretan; Senior Vice President

Name and Title of Authorized FSMC Representative



FSMC Signature

5/15/15

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which 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 the 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 (13CFR Part 145).

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the 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 Excluded Parties List System. The list is available on the internet at <http://epls.arnet.gov>

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 is 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.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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 congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 sub-awards at all tiers (including sub-contracts, sub- grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title

31, U.S. Code. 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.

Sodexo Management, Inc.

Food Service Management Company

9801 Washingtonian Boulevard

Address of Food Service Management Company

Gaithersburg,

Maryland

20878

Town

State

Zip Code

Scott Loretan

Name of Submitting Official

Senior Vice President

Title of Submitting Official



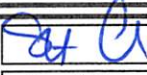
Signature

5/15/15

Date

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input checked="checked" type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions <input checked="checked" type="checkbox"/> A/B a. bid/offer/application b. initial award c. post-award	3. Report Types: <input checked="checked" type="checkbox"/> A 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="checked" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> , if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and A Address of Prime: Congressional District, if known: N/A
6. Federal Department/Agency: U.S. Congress Department of Defense USDA	7. Federal Program Name/Description CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: Unknown	9. Award Amount, if known: \$ <input type="text"/> Unknown	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): Sodexo Operations, LLC, on behalf of itself and all its subsidiaries. 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Michael Montelongo Jessica Montoya James Menapace Nancy Bukar	
(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="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: General Federal issues and procurement matters.		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="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"/> Scott Loretan Title: <input type="text"/> Senior Vice President Telephone No.: <input type="text"/> 202-255 3742 Date: <input type="text"/> 5/15/15	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

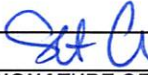
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the local education agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

- (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 the 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:

Sodexo Management, Inc.
NAME OF FOOD SERVICE MANAGEMENT COMPANY


SIGNATURE OF FOOD SERVICE MANAGEMENT
COMPANY'S AUTHORIZED REPRESENTATIVE

Senior Vice President
TITLE

5/15/15
DATE

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

Beaufort County School District
NAME OF LOCAL EDUCATION AGENCY


SIGNATURE OF AUTHORIZED REPRESENTATIVE

Superintendent
TITLE

5-26-15
DATE

NOTE: Accepting a bidder's offer does not constitute award of the contract.