

West Orange Cove-CISD  
SFA Name

181906  
County District Number/  
Program (TX) Number

**2020-2021 TDA CONTRACT RENEWAL CHECKLIST**  
**School Food Authority Renewal of Food Service**  
**Management Company Contract**

**This checklist must be completed and submitted to TDA for approval with the referenced items attached by April 30, 2020, for contract renewals for the 2020-21 school year. Contract renewals submitted after April 30, 2020, could require the School Food Authority (SFA) to return to a self-operated Food Service Program.**

**Please check each box for which information and/or documents have been provided.**

1. Cover letter stating SFA's intent to renew its contract with the FSMC for the 2020-2021 school year.
2. Contract Renewal Agreement. (Please check boxes where applicable.)

A. Methodologies for Fee Increases

Fee increases, including Allocated Charges, must be linked to the Consumer Price Index ("CPI"). A methodology and calculation must be provided for each fee increase to reflect the percentage of increase in the CPI. Please check each box below which applies to your SFA.

Administrative Fee Increase/Methodology Attached

Current Administrative Fee	\$ <u>0.1388</u>
Proposed Administrative Fee	\$ <u>0.1431</u>

Management Fee Increase/Methodology Attached

Current Management Fee	\$ <u>0.0463</u>
Proposed Management Fee	\$ <u>0.0477</u>

Fixed Meal-Rate Increase/Methodology Attached

School Breakfast Program

Current Fee	\$
Proposed Fee	\$

National School Lunch Program

Current Fee	\$
Proposed Fee	\$

TDA CONTRACT RENEWAL CHECKLIST

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Afterschool Care Program

Current Fee \$

Proposed Fee \$

Allocated Charge Increase/**Methodology Must Be Attached For Each Allocated Charge Being Increased.**

No Fee Increase

B. Regulatory Changes

SFA must ensure that any changes in regulatory requirements are addressed by amendment to the contract. Please check box above if SFA included any regulatory changes in renewal agreement.

C. Contract term

The term of any contract renewal must coincide with the upcoming school calendar year. Please review SFA's original contract to determine the correct number of renewals permitted after this renewal.

D. Guaranty

Changes to the Guaranty, such as additions to the terms, are not permitted. Guaranty dollar amount changes may not be material changes, i.e. more than \$100,000.

3. Food Service Budget

A Food Service Budget must be completed in the format provided by this office in the Renewal Packet with all line items addressed. Allocated Charges to the SFA must be addressed separately as individual line items.

2019-20 Food Service Budget

Auditable Food Service Budget from the school year ending June 2019

2020-21 Food Service Budget

Projected Food Service Budget for the upcoming school year

4. List of Schools Served

Provide a list of schools served by the FSMC and a list of any schools added or deleted from the original contract and subsequent renewals.

## TDA CONTRACT RENEWAL CHECKLIST

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### 5. Certifications

Provide the following signed certifications:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

Exhibit J - Anti-Collusion Affidavit

Exhibit K - Certification regarding Lobbying, Disclosure of Lobbying Activities and Instructions

### 7. District Employee to Contact

Provide the following information for the individual at the SFA responsible for answering questions and correspondence concerning its food service operation:

Name & Job Title Robin Hataway  
Director of Finance

Telephone Number 409-882-5463

Fax Number 409-882-5470

Email Address roha@woccisd.net

**REQUEST FOR PROPOSAL AND CONTRACT NO. 2017-054  
BETWEEN WEST ORANGE COVE CISD, SFA,  
AND ARAMARK EDUCATION, LLC, FSMC  
THIRD AMENDMENT**

This Contract Amendment (Amendment) is made in consideration of the mutual covenants and Agreements contained herein by and between El Campo Independent School District, School Food Authority, (SFA), and Aramark Education, LLC, Food Service Management Company, (FSMC), to amend the Request for Proposal and Contract No. 2017-054 (Contract) that was executed by SFA and FSMC and effective on July 1, 2017.

The Contract is amended as follows:

1. Throughout the Contract, citations have been updated appropriate and replaced USDA commodities with USDA Foods.

2. Page 2 of the Contract is amended to remove the nondiscrimination statement form page 2 and replace it with the following statement:

“The program applicant 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), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and 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 benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.”

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts 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 Program applicant, 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 Program applicant.”

3. Section II, A. Legal Notice of this Contract is amended to

- add a statement to encourage the use of Historically Underutilized Businesses (HUBs).

4. Section II, C. Procurement Method is amended to

- add a statement that price must be the primary factor for all contract evaluations.

5. Section III, A. Definitions is amended to

- remove the definition for Retroactive Incentive Fee and added a definition for Incentive fee.

6. Section III, B. Scope and Purpose of this Contract is amended to

- state that the duration of the contract, unless terminated in accordance with Section III, Paragraph L, is valid for the 2020-2021 school year;
- state that this Contract and this Amendment is for a one-year period beginning July 1, 2020, and terminating on June 30, 2021;
- stipulate that this contract may be renewed as allowed by regulation for additional one-year terms upon mutual agreement between the SFA and FSMC and is subject to the fulfillment of all contract terms;
- state that the SFA is responsible for the establishment and maintenance of the free and reduced-price meal eligibility documentation;
- remove the option for a “Retroactive Incentive Fee” and add an “Incentive Fee” option; and
- state that gifts from an FSMC must be given in accordance with the SFA’s written code of conduct.

7. Section III, C. Food Service of the Contract is amended to

- indicate that the FSMC will provide meals on days and times as requested by the SFA and in alignment with aligned to the SFA school calendar;
- state the FSMC will provide meals that are in compliance with the meal pattern as required by USDA and reflected in TDA guidance; and
- state that when an accommodation is made without a medical disability, the FSMC must provide the same special dietary accommodation for all students if a special dietary accommodation is made for one student.

8. Section III, D. Use of Advisory Group/Menus of this contract is amended to

- remove the requirement for submission of a 21-day a la carte menu;
- state that all a la carte sales must be in compliance with the competitive foods requirements; and
- state that the FSMC must provide documentation that demonstrates that all non-program foods and meals are in compliance with all program requirements.

9. Section III, E. Purchases of the Contract is amended to

- state that the FSMC must disclose all credits, discounts, rebates, allowances, and incentives received by the FSMC on invoices submitted for payment;
- state that the FSMC must credit the SFA’s monthly bill/invoice for the market value of all credits, discounts, and rebates for purchases made on behalf of the SFA and provide documentation which allows the SFA to audit the accuracy of credits, discounts, and rebates for purchases made on behalf of the SFA;
- state that the SFA must ensure there is no conflict of interest between the SFA’s contracted FSMC and any third-party purchasing agent, including, but not limited to, ensuring that there are no duplicative fees for products or services provided by both the FSMC and any third-party purchasing agent;
- state that if the FSMC is acting as the purchasing agent on behalf of the SFA that the FSMC purchases must be in compliance with all applicable local, state, and federal regulations;

- update the options related to procurement to provide two options to the SFA: SFA performs all purchasing for the food service operation, or FSMC performs all purchasing for the food service operation, including, but not limited to, USDA Foods processing;
- update the options related to geographic preference in procurement: SFA requires the FSMC to work with the SFA to establish a process for incorporating geographic preferences in the procurement of food and food products, or the SFA does not require the FSMC to work with SFA to establish a process for incorporating geographic preference;
- further clarify the definition of food and food products that meet the Buy American provision; and
- state that the FSMC must use the SFA’s USDA Foods allocation for the benefit of the SFA and that fulfillment of the contract provisions related to USDA Foods is a contingency for renewal of the Contract.

10. Section III, F. USDA Foods of the Contract is amended to

- state that the SFA must ensure that the value of USDA Foods is used in the meal service each year;
- state that the SFA must maintain final responsibility for management and oversight for procuring processing agreements and general management of USDA Foods;
- state that the FSMC must credit the SFA for the value of USDA Foods contained in end products at the processing agreement value as described in the Contract;
- state that the method used to determine the value of USDA Foods cannot be established through a post-award negotiation or by any other method that may directly or indirectly alter the terms and conditions of the procurement contract; and
- state that extensions or renewals of the contract are contingent upon the fulfillment of all contract provisions related to USDA Foods.

11. Section III, J. Financial Terms of the Contract is amended to

- state that when using weighted evaluation criteria, the price must be the primary evaluation factor and
- remove the option for a Retroactive Incentive Fee and add the option for an Incentive Fee option.

12. Section III, K. Books and Records of the Contract is amended to

- specify that the SFA must conduct an internal audit of food, labor, and other expense for cost-reimbursable contracts and
- state that paid adult meals are non-program revenue.

13. Section III, O. Optional Requirements to Be Included of the Contract is amended to

- add space to indicate the cost of equipment the FSMC may finance using a current lending rate, use of an amortization schedule for these purchases, and required approval before purchase;
- add text to state that the cost of an IT System must be included in the budget in Exhibit C for cost-reimbursable contracts; and
- update text related to the use of a simplified threshold and to establish the amount for a bid guarantee or performance guarantee.
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14. Section 7, R. Miscellaneous is amended to update the FSMC Copy to:

- Aramark Education, LLC  
6841 Virginia Parkway, Suite 103, #421  
McKinney, TX 75071

and

- Aramark Education, LLC  
2400 Market Street  
Philadelphia, PA 19103  
Attn: Associate General Counsel, K-12

15. Exhibit A, Schedule of Food Service Locations and Services Provided, of the Contract is amended to

- Update locations and or services provided

16. Exhibit B, Program Menu Cycles, of the Contract is amended to

- state that all menus and foods must meet the latest USDA dietary guidelines and
- remove the 21-day menu cycle for a la carte foods.

17. Exhibit C, Food Service Budget Continued of the Contract is amended to

- add a line item for “IT System.”
- update budget for the School Year 2020-2021

18. Exhibit E, Food Specifications of the Contract is amended to

- add the most recent USDA guidance for meal pattern flexibility for grains and milk and
- further define the Buy American requirements.

19. Exhibit F, Methodology for Allocated Costs is amended to

- For cost-reimbursable contracts, update Methodology to Calculate General Insurance Charge
- For cost-reimbursable contracts, update Methodology to Calculate Information Technology System Charge
- For cost-reimbursable contracts, update Methodology to Determine Charge for Fringe Benefits & Human Resource Services
- For cost-reimbursable contracts, update Methodology for Calculation of Increase in Management Fee and General and Administrative Expense

20. Exhibit G, Schedule of Applicable Laws of the Contract is amended to

- further define the Buy American requirements;
- add a statement to encourage the use of Historically Underutilized Businesses (HUBs); and
- add the most recent nondiscrimination statement.
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21. Exhibit I, Schedule of Terms for FSMC Guaranty is amended to

- update terms for the School Year 2020-2021 budget

22. Exhibit M, Purchase Discounts, Rebates, Credits, and Value of USDA Foods of the Contract is amended to
- state the requirement for the SFA to verify the accuracy of credits, discounts, rebates, and the value of USDA Foods;
  - state that the fulfillment of USDA Foods provisions is required for contract renewal; and
  - state that the FSMC will be required to submit documentation to the SFA, which will allow the SFA to verify the accuracy of credits, discounts, rebates and value of USDA Foods.
23. All other terms of this Contract executed by SFA and FSMC remain the same.
24. This Amendment is only valid for the 2020-2021 school year. This Amendment shall terminate on June 30, 2021. This Amendment is executed by the Parties in their capacities, as stated below. All parties represent and warrant that the persons signing this Amendment are authorized to bind the respective parties.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**



**AGREEMENT**

FSMC certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

FSMC certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Amendment to the Contract shall be in effect for one year and may be renewed by mutual agreement with another Amendment if provided in the Contract.

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

ATTEST:

SCHOOL FOOD AUTHORITY:

West Orange Cove CISD

Name of SFA

\_\_\_\_\_  
Signature of Authorized Representative

Dr. Rickie Harris

Typed Name of Authorized Representative

Superintendent

Title

\_\_\_\_\_  
Date Signed

ATTEST:  
COMPANY:

FOOD SERVICE MANAGEMENT

Aramark Education Services, LLC

Name of FSMC

\_\_\_\_\_  
Signature of Authorized Representative

Jennifer Marr

Typed Name of Authorized Representative

Regional Vice President

Title

\_\_\_\_\_  
Date Signed

Unit Name: West Orange – Cove CISD

Methodology for Calculation of Increase in  
Management Fee and General and Administrative Expense

Aramark has utilized the following methodology in calculating the increase in its Management Fee and General and Administrative Expense for the 2020-2021 school year.

Aramark's General and Administrative Expense and Management Fee were increased by a percentage equivalent to the percentage change in **(CPI - U) Food Away From Home – All Urban Consumers** ("CPI") from January 2019 to January 2020 as published by the U.S. Department of Labor, Bureau of Labor Statistics.

CPI-U Food Away From Home – All Urban

Index, January 2019	280.380
Index, January 2020	289.137
Increase	8.757
% Increase	3.1%

	SY 19/20				SY 20/21
General and Administrative Exp Per Meal	\$0.1388	X	1.0310	=	<u>\$0.1431</u>
Management Fee Per Meal	\$0.0463	X	1.0310	=	<u>\$0.0477</u>

Exhibit A

**SCHEDULE OF FOOD SERVICE LOCATIONS AND SERVICES PROVIDED**

1. North Early Learning  
Center 801 Cordrey  
Orange, Texas 77630  
Phone: (409) 882-5434  
Fax: (409) 882-5449  
School Breakfast Program  
National School Lunch Program  
Fresh Fruit and Vegetable Program  
A la Carte  
Catering  
Adult Meals
  
2. West Orange- Stark  
Elementary 2605 MLK Dr.  
Orange, Texas 77630  
Phone: (409) 882-5630  
Fax: (409) 882-5644  
School Breakfast Program  
National School Lunch Program  
Fresh Fruit and Vegetable Program  
A la Carte  
Catering  
Adult Meals  
Summer Food Program
  
3. West Orange- Stark Middle School  
1402 W Green Ave  
Orange, Texas 77630  
Phone: (409) 882-5520  
Fax: (409) 882-5545  
School Breakfast Program  
National School Lunch Program  
Fresh Fruit and Vegetable Program  
A la Carte Adults  
Meals Catering  
Summer Food Program
  
4. West Orange-Stark High School Career Center  
1400 Newton Street  
Orange, Texas 77630  
Phone: (409) 882-5570  
Fax: (409) 882-5573  
School Breakfast Program  
National School Lunch Program  
Fresh Fruit and Vegetable Program  
A la Carte  
Adult Meals  
Catering  
Summer Food Program

Exhibit C

FOOD SERVICE BUDGET - COST-REIMBURSABLE

West Orange Cove ISD

School Food Authority

School Year 2019-2020

Revenues:

Cash Sales:

Student Breakfast Sales	\$ 9,676
Student Lunch Sales	\$ 22,616
Student Snack Sales	\$ -
Student a la carte Sales	\$ 120,609
Adult Sales	\$ 17,754
Catering Sales	\$ -
Interest Income	\$ -
Concession Sales	\$ -
Vended Meal Sales	\$ -
<b>Total Cash</b>	<b>\$ 170,655</b>

State and Federal Reimbursement/Funding

National School Lunch Program	\$ 1,014,837
School Breakfast Program	\$ 504,624
Afterschool Care Program	\$ 6,130
Summer Food Service Program	\$ 19,453
CACFP Program	\$ 8,459
Seamless Summer Option	\$ -
State Matching Fund	\$ 8,000
Commodities Received	\$ 72,270
Other Funding	
<b>Total Reimbursements</b>	<b>\$ 1,633,775</b>

**Total Revenues = All Cash Sales + All Reimbursements** **\$ 1,804,429**

Expenses:

Gross Food Costs	\$ 711,873
Food Delivery Costs	\$ -
Commodities Used	\$ 72,270
Commodity Delivery	\$ -
Commodity Processing	\$ -
<b>Total Food Costs</b>	<b>\$ 784,143</b>

Labor Costs			
<b>FSMC Salaried Employees</b>	FTE	<u>0.0</u>	PTE
Base Gross Salary			\$ 64,225
Educational Assistance			\$ -
Incentive Payments			\$ -
Bonus			\$ 6,422
Merit Increase			\$ -
Retirement / IRA			\$ -
401K, 403(b)(7)			\$ -
Fringe Benefits			\$ 25,690
Payroll Taxes			\$ 6,422
<b>FSMC Hourly Staff</b>	FTE	<u>0.0</u>	PTE
Gross Salaries			\$ -
Fringe Benefits			\$ -
Payroll Taxes			\$ -
<b>SFA Hourly Staff</b>	FTE	<u>0.0</u>	PTE
Gross Salaries			\$ 510,561
Fringe Benefits			\$ -
Payroll Taxes			\$ -
Other Payroll Costs (FSMC)			
Worker's Comp.			\$ -
Other			\$ -
Other Payroll Costs (District)			
Worker's Comp.			\$ -
Other			\$ -
<b>Total Labor Costs</b>			<b>\$ 613,320</b>
<b>FSMC Fees</b>			
Administrative Fee Costs			\$ 83,979
Management Fee Costs			\$ 27,993
<b>Total Fees</b>			<b>\$ 111,973</b>
<b>FSMC Direct Costs – Subcategory Examples</b>			
Paper & Disposable Goods			\$ 65,680
Delivery Expense			\$ 1,581
Advertising & Promotion			\$ -
Direct Expense, Other			\$ 3,164
Insurance			\$ 3,052
Professional Services			\$ -
Smallwares & Replacements			\$ 4,874
Office Supplies			\$ 2,107
Supplies- Cleaning			\$ -

Supplies - Caf�	\$	-
Technology Costs	\$	1,628
Print Expense	\$	-
Telephone	\$	527
Uniforms	\$	5,005
Licenses	\$	-
Employee Travel	\$	-
Security background check	\$	-
Miscellaneous - Specify	\$	21,806
<b>Total FSMC Direct Costs</b>	<b>\$</b>	<b>109,426</b>

**Total District Direct Costs** **\$ 49,524**

**Total Direct Costs** **\$ 158,949**

**FSMC Indirect Costs** – Subcategory Examples would include:

FSMC Charges		
a. Technology Allocations	\$	7,687
b. Other Allocated Charges	\$	1,796
Insurance Alloc Charge (Ex. WC)	\$	-
Other Allocated Charges	\$	-
Franchise Charges	\$	-
Trademark Charges	\$	-
Other Indirect Cost Categories	\$	-

**Total FSMC Indirect Costs** **\$ 9,483**

**Total Discounts, Rebates, Applicable Credits, allowances or incentives from FSMC Suppliers credited to SFA** **\$ (75,306)**

**Total Expenses :** **\$ 1,602,563**

**Surplus / Subsidy = Total Revenues – Total Expenses** **\$ 201,866**

**FSMC Guaranteed Return** **\$ 201,866**

**FSMC Guaranteed Break Even** **\$ -**

**FSMC Guaranteed Subsidy** **\$ -**

**SFA Employee Responsible for submission of this budget data:**

**Name:** Robin Hataway

**Telephone:** 409-882-5463

**FSMC Employee responsible for submission for this budget data:**

**Name:** Danielle Robinson

**Telephone:** 409-882-5447

Exhibit C

FOOD SERVICE BUDGET - COST-REIMBURSABLE

West Orange Cove CISD  
School Food Authority  
School Year 2020-21

Revenues:

Cash Sales:

Student Breakfast Sales	\$	2,679
Student Lunch Sales	\$	20,002
Student Snack Sales	\$	-
Student a la carte Sales	\$	120,648
Adult Sales	\$	17,754
Catering Sales	\$	-
Interest Income	\$	-
Concession Sales	\$	-
Vended Meal Sales	\$	-
<b>Total Cash</b>	<b>\$</b>	<b>161,084</b>

State and Federal Reimbursement/Funding

National School Lunch Program	\$	1,027,448
School Breakfast Program	\$	507,466
Afterschool Care Program	\$	5,455
Summer Food Service Program	\$	31,954
CACFP Program	\$	6,484
Seamless Summer Option	\$	-
State Matching Fund	\$	8,000
Commodities Received	\$	74,510
Other Funding		
<b>Total Reimbursements</b>	<b>\$</b>	<b>1,661,317</b>

Total Revenues = All Cash Sales + All Reimbursements

**\$ 1,822,401**

Expenses:

Gross Food Costs	\$	738,924
Food Delivery Costs	\$	-
Commodities Used	\$	74,510
Commodity Delivery	\$	-
Commodity Processing	\$	-
<b>Total Food Costs</b>	<b>\$</b>	<b>813,434</b>

Labor Costs	
<b>FSMC Salaried Employees</b>	
Base Gross Salary	\$ 65,510
Educational Assistance	\$ -
Incentive Payments	\$ -
Bonus	\$ 6,551
Merit Increase	\$ -
Retirement / IRA	\$ -
401K, 403(b)(7)	\$ -
Fringe Benefits	\$ 26,204
Payroll Taxes	\$ 6,551
<b>FSMC Hourly Staff</b>	
Gross Salaries	\$ -
Fringe Benefits	\$ -
Payroll Taxes	\$ -
<b>SFA Hourly Staff</b>	
Gross Salaries	\$ 520,772
Fringe Benefits	\$ -
Payroll Taxes	\$ -
Other Payroll Costs (FSMC)	
Worker's Comp.	\$ -
Other	\$ -
Other Payroll Costs (District)	
Worker's Comp.	\$ -
Other	\$ -
<b>Total Labor Costs</b>	<b>\$ 625,587</b>
<b>FSMC Fees</b>	
Administrative Fee Costs	\$ 85,664
Management Fee Costs	\$ 28,575
<b>Total Fees</b>	<b>\$ 114,240</b>



**FSMC Direct Costs – Subcategory Examples**

Paper & Disposable Goods	\$ 49,682
Delivery Expense	\$ 1,630
Advertising & Promotion	\$ -
Direct Expense, Other	\$ 3,262
Insurance	\$ 3,147
Professional Services	\$ -
Smallwares & Replacements	\$ 5,025
Office Supplies	\$ 2,172
Supplies- Cleaning	\$ -
Supplies - Café	\$ -
Technolgy Costs	\$ 1,678
Print Expense	\$ -
Telephone	\$ 543
Uniforms	\$ 5,160
Licenses	\$ -
Employee Travel	\$ -
Security background check	\$ -
Miscellaneous - Specify	\$ 22,482
<b>Total FSMC Direct Costs</b>	<b>\$ 94,782</b>

**Total District Direct Costs** **\$ 49,524**

**Total Direct Costs** **\$ 144,306**

**FSMC Indirect Costs – Subcategory Examples would include:**

FSMC Charges	
a. Technology Allocations	\$ 7,925
b. Other Allocated Charges	\$ 1,852
Insurance Alloc Charge (Ex. WC)	\$ -
Other Allocated Charges	\$ -
Franchise Charges	\$ -
Trademark Charges	\$ -
Other Indirect Cost Categories	\$ -
<b>Total FSMC Indirect Costs</b>	<b>\$ 9,777</b>

**Total Discounts, Rebates, Applicable**

**Credits, allowances or incentives from FSMC** **\$ (84,976)**  
**Suppliers credited to SFA**

**Total Expenses :** **\$ 1,622,368**

**Surplus / Subsidy = Total Revenues – Total Expenses** **\$ 200,033**

<b>FSMC Guaranteed Return</b>	<b>\$ 200,000</b>
<b>FSMC Guaranteed Break Even</b>	<b>\$ -</b>
<b>FSMC Guaranteed Subsidy</b>	<b>\$ -</b>

**SFA Employee Responsible for submission of this budget data:**

**Name:** Robin Hataway  
**Telephone:** 409-882-5463

**FSMC Employee responsible for submission for this budget data:**

**Name:** Danielle Robinson  
**Telephone:** 409-882-5447

## **Exhibit F**

### **METHODOLOGY FOR ALLOCATED COSTS**

#### **Aramark Education K-12 Methodology to Calculate General Insurance Charge**

The methodology to calculate the General Insurance charge to Aramark Education K-12 clients is as follows:

- 1) All insurance premiums and most other insurance costs originate at the Aramark corporate level and are allocated down to the two domestic business groups in the corporation, Food and Support Services and Uniform and Career Apparel. Food and Support Services (“FSS”) is charged based on the total losses of FSS as a percentage of Aramark’s total losses in prior years. These costs would include:
  - a) Risk insurance premiums and estimated self-insured retention (workers compensation, general liability & automobile liability)
  - b) Environmental insurance premiums
  - c) Employment practice insurance premiums
  - d) Professional services liability insurance premiums
  - e) Excess liability insurance (umbrella) premiums
  - f) Brokers administration costs for risk insurance programs
  - g) Claims administration costs for risk insurance programs
  - h) Aramark Corporate Risk Management Department costs, including the Safety and Claims Management Departments
  - i) Database and third party administration costs
  - j) Aramark Corporate financing costs
  
- 2) Insurance costs are then charged to each line of business, including Education K-12, based on two factors:
  - a) Sixty percent of the costs (excluding costs that pertain to overhead employees – which are estimated at 0.35% of salaries for those employees) are charged to each line of business in FSS based on “Loss Experience”. Loss Experience is the average of estimated incurred and paid losses for the three most recent fiscal years valued at March of the following year, with individual claims capped at \$2,000,000. Each line of business is charged 60% of the costs based on their share of the Loss Experience in relation to total FSS.
  
  - b) Forty percent of the costs (excluding the costs that pertain to the overhead employees) are charged based on “Exposure”. Exposure is defined as payroll dollars since approximately 75% of the paid losses are for workers compensation claims. Each line of business is charged 40% of the costs based on their estimated total payroll in relation to the total payroll of FSS.

- 3) In addition to the insurance costs charged to FSS from Corporate, the cost of Monopolistic State premiums and self-insured retention are included. This insurance covers workers compensation, which is not covered under the corporate policy, but is covered by state administered programs for Washington, Wyoming, North Dakota, Puerto Rico and Ohio. These costs are aggregated at the FSS level, and are charged to each line of business based on their share of the Loss Experience in relation to total FSS, as defined above.
  
- 4) The total costs for insurance programs, which exceed \$8M in fiscal 2020 are broken down into three areas:
  - a) Overhead employees are charged a flat 0.35% of payroll, reflecting the relatively low exposure and loss experience.
  - b) Contracts in Monopolistic States do not get charged anything for Aramark's worker's compensation insurance premiums, rather, they are charged based on the individual state insurance charges.
  - c) Contracts in non-Monopolistic States are charged a rate of 4.436% for the 2019-2020 school year that is calculated as the percentage of Aramark Education K-12 payroll expense needed to cover the insurance premiums and others anticipated costs allocated to Education K-12 by Aramark Corporate. This rate can vary from year to year depending on fluctuations in "Loss Experience", "Exposure", Administrative Costs, and Risk Management Costs, as discussed above. As such, Aramark Education K-12 will review this rate each year, and adjust, if necessary, in accordance with this methodology.
  
- 5) This methodology is used each year to develop the General Insurance Charge. The actual costs incurred are reviewed at the end of every fiscal year and adjusted (if needed) to assure the General Insurance Charge is accurate and reflects only actual costs. A reconciliation of the General Insurance Charge allocated to each client's program is completed at the end of each Aramark fiscal year and, if there is a material difference in the General Insurance Charge and actual costs incurred, an adjustment will be made to the client (contract) year in question.

**Exhibit F Continued**

**METHODOLOGY FOR ALLOCATED COSTS**

**Aramark Education K-12  
Methodology to Calculate Information Technology System Charge**

Aramark provides its clients with an information technology system (“IT System”) necessary for the operation of school district’s food service program. The cost of the IT System is reflected in a charge to each school district. The methodology to calculate the IT System charge to Education K-12 clients is as follows:

The costs are allocated to the Aramark business units within Food and Support Services, including Education K-12, using a method that reasonably and fairly approximates the number of users in each business unit. This method is based on the number of exempt employees in a business unit.

The majority of the costs in the IT System charge relate to the Oracle enterprise reporting system, communications systems needed to access applications nationwide, the toll-free IT Service Center, and a corporate Intranet that provides field units with all of Aramark’s knowledge resources. Specifically, these costs include the purchase of the new servers and licenses, development and installation of the systems, development of the new communication systems, purchases of other software, and training costs for the new systems. The total costs for Education K-12 are then allocated to each school district. School districts are charged \$3,108 per year.

In addition, each school district is charged \$4,188 per year for the support provided to Education K-12 by the Aramark Information Technology (IT) department. Aramark IT provides training, applications development and help desk support services for systems utilized by Education K-12, including:

- Global Field Financials (GFF) Food Service Accounting System
- Education K-12 Intranet sites and services
- Point of Sale Systems Consulting
- Food Production System and Inventory System (PRIMA)

The rates above will be reviewed each year and adjusted in accordance with this methodology each year, if necessary.

This methodology is used each year to develop the IT System Charge. Each year, the costs are reviewed and adjusted (if needed) to assure that they are based on actual cost. In addition, a reconciliation will be performed annually and if there is a material difference in the IT System Charge amount and actual costs incurred, an adjustment will be made to the client (contract) year in question.

## Exhibit F Continued

### METHODOLOGY FOR ALLOCATED COSTS

#### Aramark Education K-12

#### Methodology to Determine Charge for Fringe Benefits & Human Resource Services

The methodology to determine the Charge for Fringe Benefits & Human Resources Services for Aramark Education K-12 is as follows:

- 1) The costs charged to clients in Education K-12 can be grouped into three cost categories as follows:
  - a) Benefit costs for all salaried employees at the unit level, which includes group medical and dental, disability and life insurance, and retirement benefits. The benefit costs are estimated for the upcoming year based on past years' experience. Prior year's benefits as a percentage of salaries and wages for the unit salaried employees is developed and applied to the estimate of salaries and wages of unit salaried employees for the upcoming year.
  - b) A budget is set at each region and division levels to cover training programs including direct tuition charges incurred for outside training, training program development costs, training materials costs, and costs incurred in connection with training provided to front line personnel, Directors and hourly staff. This budget also covers the cost of a replacement manager for Directors on extended sick leave, and costs for new manager trainees. The budget for each region is based on past years' experience and the number of salaried employees in each region.
  - c) A budget is established for costs incurred in connection with providing human resource support to Aramark's front line personnel. Some examples of these costs include: costs incurred to ensure compliance with EEO and other employment laws, costs incurred at the District, Regional and Corporate levels to direct and oversee personnel decisions, industrial relations costs, and costs incurred to recruit front line personnel. Also included in this budget are costs incurred by management at the Corporate, Food & Support Services, Division, Region and District levels to support all training and benefit programs provided to front line personnel (Directors and hourly staff).
- 2) The total of all the above costs is divided by the estimated wages of all salaried employees at the unit level to arrive at an effective Charge for Fringe Benefits and Human Resources Services rate for the 2019-2020 school year of 40%. This rate will be reviewed each year and adjusted in accordance with this methodology each year, if necessary.
- 3) This methodology is used each year to develop the Charge for Fringe Benefits and Human Resources Services. Each year the costs are reviewed and adjusted (if needed) to assure they are based on actual cost. In addition, a reconciliation will be done annually and if there is a material difference in the Charge for Fringe Benefits and Human Resources Services amount and actual costs incurred an adjustment will be made to the client (contract) year in question.

## Exhibit I

### SCHEDULE OF TERMS FOR FSMC GUARANTY

#### 1. FSMC Guarantee:

- A. **Projected Food Service Budget Surplus:** FSMC estimates that the projected surplus for the Current Year shall be at least \$200,000 (the "Projected Surplus") for those items of revenue and expense set forth in the mutually agreed upon budget attached hereto as Exhibit C (the "Food Service Budget").
- B. **FSMC Reimbursement:** FSMC agrees to reimburse SFA for the amount, if any, by which SFA's Surplus is less than the Projected Surplus for the Current Year ("SFA's Shortfall") up to the amount of \$200,000. SFA shall be responsible for the balance of the SFA's Shortfall. As used herein, the term "SFA's Surplus" shall mean the amount, if any, by which SFA's actual Gross Receipts for the Current Year exceed SFA's actual Total Food Service Costs for the Current Year.
- C. **Reimbursement Conditions and Assumptions:** The FSMC's obligation to reimburse SFA in accordance with Article 28.D.2, above, shall remain in effect only during the Current Year and is contingent upon the following conditions and assumptions remaining in effect for the Current Year:
1. Reimbursement rates for Food Service Program meals shall increase by percentages at least equal to the percentage increases experienced in the prior school year.
  2. The value of government donated commodities received shall not be less than the value of government donated commodities received during the prior school year.
  3. The mix and quantity of government donated commodities shall not change from the mix and quantity received the prior school year so as to increase actual food costs over the level of projected food cost set forth in Exhibit C.
  4. The District shall not require Aramark to purchase processed commodities for a total price (including all applicable costs and fees) that exceeds the then-current market price for a comparable commercial item.
  5. There shall be at least one hundred and seventy-three (173) full service days where breakfast is served for the Current Year.
  6. There shall be at least one hundred and seventy-three (173) full service days where lunch is served for the Current Year.
  7. The average daily student enrollment for the Current Year shall be at least two thousand four hundred and fifty-five (2,455).
  8. The cost of wages, salary, and fringe benefits for the food service operations employees or the number of such employees shall not exceed such levels as set forth in Exhibit C. Aramark's reimbursement obligation is based on the Federal and State minimum wage laws and health care benefit rates, laws, and regulations including, without limitation, any prevailing wage rates and laws, in effect as of January 1, 2014. Should the minimum wage or health

and welfare benefit rates be increased above the January 1, 2014 level pursuant to any Federal, State or local law or regulation, or should Aramark's costs increase due to causes beyond ARAMARK's control, Aramark's reimbursement obligation shall automatically be adjusted to cover increased costs resulting directly or indirectly from such increase.

9. The actual costs charged to the Food Service Enterprise Account by the District shall not exceed the projected operating expenses as set forth in Exhibit C, attached hereto and made a part hereof.
10. Food costs during the Current Year shall not increase by an amount great than two Percent (2%). Food costs will be measured by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served pursuant to this Agreement (the "District Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be June of the immediately preceding year to June of the Current Year. The "Market Basket of Products" represents categories or types of products that are generally used in the District Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage; baked goods; produce; dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the District Menu that such Menu Category approximately represents based on purchasing levels during the Current Year. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics category compiled by the U.S. Department of Labor, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products.
11. District and its representatives, including, but not limited to, the District liaison, school principals, teachers and District employees shall fully cooperate with Aramark and its representatives in the implementation of the Food Service Program and any mutually agreed upon modifications to the Food Service Program.
12. District shall fully cooperate with Aramark to limit the expansion of competitive food sales in order to maximize the Gross Receipts and other non-cash sales of the Food Service Program.
13. The ratio of students eligible to receive free and reduced price meals as compared to total student enrollment shall not decrease from those provided in the District's request for proposals.
14. The District shall not reduce in scope or eliminate any of the federally supported food programs offered to students as provided for in the District's request for proposals or as offered to students during the immediately preceding contract year. Additionally, the District shall not take any action that reduces the number of students eligible to participate in any federally supported food program as compared to the number of students eligible to



participate in such programs as provided for in the District's request for proposals or during the immediately preceding contract year.

15. District shall receive the additional seven cents (\$0.07) per meal reimbursement for each lunch meal served authorized by the Healthy Hunger-Free Kids Act of 2010. In order to obtain this additional seven cents (\$0.07) per lunch meal served, District shall successfully implement the requirements of the USDA Final Rule regarding nutrition standards and menu planning, published on January 26, 2012 (7 C.F.R. Parts 210 and 220).
16. Should the District require in writing that Aramark take an action which causes the cost of wages, salary, and/or fringe benefits for Aramark's food service employees to exceed the levels set forth in Exhibit B, Aramark's obligation shall automatically be adjusted to cover increased labor costs resulting directly from such action.
17. The selling prices of school breakfast will be no less than those set forth in the table below:

	Minimum Breakfast Price
Elementary Schools	\$0.00
Middle School	\$0.00
High School	\$1.25

18. The selling prices of school lunch will be no less than those set forth in the table below:

	Minimum Lunch Price
Elementary Schools	\$0.00
Middle School	\$0.00
High School	\$2.15

19. Catering will be billed to the District at mutually agreed upon rates plus food cost.
20. Aramark's access to kitchen equipment will not be reduced or limited or altered in a way which would materially interfere with or decrease the Gross Receipts of the Food Service Program.
21. The District shall not allow students to leave campus for meal periods or receive delivery of commercial foods on campus during meal periods except as already allowed at the time of the submission of Aramark's proposal.
22. The District shall not block schedule during lunch periods not already so scheduled at the time of the submission of Aramark's proposal.
23. The District shall not materially decrease the number and nature of events at which concessions are sold by Aramark from those projected in the District's request for proposals.
24. The value of District's opening inventory of usable commodities shall be no less than \$74,510. Usable commodities means commodities which are not out

of condition and which are usable in the food service management company's menus given any state, federal and/or District food specifications and nutrition and wellness requirements.

25. Meal periods shall meet the following minimum requirements:

	Number of Meal Periods	Length of Meal Periods
Elementary Schools	4	30 min.
Middle School	3	30 min.
High School	2	30 min.

26. The District shall not engage in or expand any purchasing program not already in place at the time of the submission of Aramark's proposal.

27. District and/or any facility affiliated with District shall neither hire any supervisory employee of Aramark, nor permit any supervisory employee of Aramark to be employed on District's premises or on the premises of any facility affiliated with District during the Current Year or for a period of 12 months subsequent to the Current Year (unless such employees were formerly employees of District) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider. For the purpose of this provision, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on District's premises at any time during the Current Year or the 12-month period immediately preceding the Current Year.

**In the event any of the foregoing conditions or assumptions is not met during the Current Year, Aramark's reimbursement obligation shall be reduced by the amount of any increase in District's Total Food Service Costs or any reduction in Gross Receipts which is attributable to the changes in such conditions or assumptions. Furthermore, if during the Current Year District requests a significant change in any phase of the Food Service Program that results in a decrease in Gross Receipts or an increase in Total Food Service Costs from the amounts set forth in the Food Service Budget, Aramark shall advise District of its estimate of the increase in the Total Food Service Costs or decrease in Gross Receipts attributable to such requested change. Any budget, including the Food Service Budget, agreed to by Aramark and District shall be adjusted to reflect such estimated increase in Total Food Service Costs or decrease in Gross Receipts.**

**CERTIFICATION**  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION FOR COVERED CONTRACTS

**DEFINITIONS**

**Covered Contracts/Subcontract**

(1) Any nonprocurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 3305 (currently \$50,000) under a grant or sub-grant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including

- a. Consultant.
- b. Principal investigators.
- c. Providers of audit services required by the TDA or federal funding source.
- d. Researchers.

**Debarment** - An action taken by a debarring official in accordance with 2 CFR Part 417, 48 CFR Part 1, or equivalent federal regulations, to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant** - An award of financial assistance, including cooperative agreements, or contracts or subcontracts for goods or services entered into to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, sub-grantee or sub-recipient.

**Ineligible** - a person that is prohibited from entering into a covered contract or subcontract because of an exclusion or disqualification.

**Participant** - any person who submits a proposal for or who enters into a covered contract or subcontract, including an agent or representative of a participant.

**Person** - Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

**Principal** - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who— (i) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

**Proposal** - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension** - An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is "suspended".

**Voluntary exclusion** - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have government wide effect.

**Voluntarily excluded** - The status of a person who has agreed to a voluntary exclusion.

**CERTIFICATION**  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION FOR COVERED CONTRACTS

<b>Name of Business (Contractor)</b> Aramark Educational Services, LLC	<b>Vendor ID No. or Social Security No.</b> 23-1354443
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(1) The prospective contractor 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 contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

  
\_\_\_\_\_  
Signature of Contractor Representative

Jennifer Marr  
\_\_\_\_\_  
Printed/Typed Name of  
Contractor Representative

3/6/20  
\_\_\_\_\_  
Date

Regional Vice President  
\_\_\_\_\_  
Printed/Typed Title of  
Contractor Representative

ANTI-COLLUSION AFFIDAVIT

STATE OF Pennsylvania

COUNTY OF Philadelphia

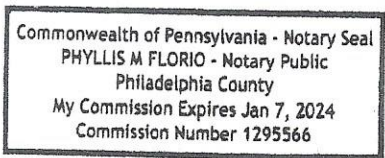
Jennifer Marr, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Jennifer Marr
Signed

Subscribed and sworn before me this 25th day of February, 2020.

Notary Public (or Clerk or Judge) Phyllis M Florio

My commission expires January 7, 2024



**EXHIBIT C**

**PROCUREMENT**

**Certification Regarding Lobbying**

Applicable to Grants, Sub-grants, Cooperative Agreements, And Contracts Exceeding \$100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.

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, an employee of a Member of Congress, or any Board Member, officer, or employee of **[School]** Independent School District 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, an employee of a Member of Congress, or any Board Member, officer, or employee of **[School]** Independent School District 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Aramark Educational Services, LLC


2400 Market Street

Philadelphia, PA 19103

Name/Address of Organization

Jennifer Marr / Regional Vice President

Name/Title of Submitting Official

  
Signature

3/4/20

Date

PROCUREMENT

NOT APPLICABLE

Disclosure of Lobbying Activities

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

Approved by OMB  
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee</p> <p>Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name &amp; Address Of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p> <p>(Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services (Incl. Address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ Actual _____ Planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p>value _____</p>	<p>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 in Item 11:</p> <p>(Attach continuation sheet(s) if necessary)</p>	
<p>15. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by article 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u>Jennifer Marr</u></p> <p>Print Name: <u>Jennifer Marr</u></p> <p>Title: <u>Regional Vice President</u></p> <p>Telephone No: <u>215-238-3000</u> Date: <u>3/6/20</u></p>	
<p>Federal Use Only: _____ Authorized for Local Reproduction of: Standard Form - LLL</p>		



**PROCUREMENT**

**Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1<sup>st</sup> tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.  
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).

11. Enter the amount of compensation paid or 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 boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503