

Hillsboro ISD
SFA Name

109-904
County District Number/
Program (TX) Number

2019-2020 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, 2019, for contract renewals for the 2019-20 school year. Contract renewals submitted after April 30, 2019, 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 2019-20 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 \$ _____
Proposed Administrative Fee \$ _____

- Management Fee Increase/Methodology Attached

Current Management Fee \$ _____
Proposed Management Fee \$ _____

- Fixed Meal-Rate Increase/Methodology Attached

- School Breakfast Program

Current Fee \$ 1.7700 _____
Proposed Fee \$ 1.8156 _____

- National School Lunch Program

Current Fee \$ 3.1500 _____
Proposed Fee \$ 3.2311 _____

TDA CONTRACT RENEWAL CHECKLIST

Page 2 of 3

Afterschool Care Program

Current Fee \$.7200

Proposed Fee \$.7385

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.

2018-19 Food Service Budget
Auditable Food Service Budget from the school year ending June 2018

2019-20 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

Page 3 of 3

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 Mr. Dale Snyder
Business Manager

Telephone Number (254) 582-8585

Fax Number (254) 582-4165

Email Address snyder@hillsboroisd.org



Hillsboro

INDEPENDENT SCHOOL DISTRICT

Enlighten. Inspire. Achieve.

To Whom It May Concern;

Hillsboro ISD intends to renew its contract with the current FSMC Chartwells for the 2019-2020 school year. The next Board of Trustees meeting will be May 13, 2019. At this meeting formal approval will be made to extend the contract for the 2019-2020 school year.

Dale Snyder

Business Mnager

Notice

The suggested form below is provided as an option to deal with regulatory changes that take affect for the 2019-2020 school year. School Food Authorities may add other language or sections to this amendment form to amend their Food Service Management Contracts, consistent with their customary business practices and applicable law and regulations.

**REQUEST FOR PROPOSAL AND CONTRACT NO. 2018-001
BETWEEN HILLSBORO INDEPENDENT SCHOOL DISTRICT, SFA, AND
COMPASS GROUP USA, INC. BY AND THROUGH ITS
CHARTWELLS DIVISION, FSMC
FIRST AMENDMENT**

This Request for Proposal and Contract Amendment (Amendment) is made in consideration of the mutual covenants and Agreements contained herein by and between **Hillsboro Independent School District**, School Food Authority (SFA), and **Compass Group USA, Inc., by and through its Chartwells Division**, Food Service Management Company (FSMC), to amend the Request for Proposal and Contract No. **2018-001** (Contract) that was executed by SFA and FSMC and effective on **July 1, 2018**.

The Contract is amended as follows:

1. "1. Duration of Contract. Unless it is terminated in accordance with Section III, paragraph L, this Contract is valid for the 2019-2020 school year. The Contract and this Amendment is for a one year period beginning July 1, 2019, and shall terminate on June 30, 2020, and may be renewed for three additional one-year terms upon mutual agreement between the SFA and FSMC."
2. Section II, E of the Contract, entitled "Proposal Submission and Award," Bonding Requirements, is hereby amended by deleting all bid bond, performance bond, and payment bond requirements previously in effect as provided in *SP 35-2016, Bonding Requirements for Food Service Management Companies and Other Subcontractors* (May 5, 2016). Except for the specific bonding requirements applicable to CACFP (Child and Adult Care Food Program) and SFSP (Summer Food Service Program), as set forth in federal regulations applicable to CACFP and SFSP only, no bonding is required under this Contract. The attached revised budget is incorporated into this Contract and Amendment and reflects budget changes, if any, resulting from the removal of bonding requirements
3. Section C. of the Contract, **Food Service**, paragraph 5 is amended as follows: the current language of the Contract is deleted and replaced with the sentence, "FSMC shall provide meals that meet the standard meal pattern set by USDA."
4. Exhibit B of the Contract, **Program Menu Cycles**, shall be amended in order that all menus and foods meet the latest USDA dietary guidelines
5. The Contract is hereby amended by adding a new Paragraph 19, at page 24, Subsection G, entitled "Employees," as follows:

"19. Both SFA and FSMC shall ensure that their employees adhere to the professional standards and continuing education training requirements as required by federal regulations, codified at 7 CFR Part 210.30, throughout the term and all renewals of this Contract. School food authorities that operate the National School Lunch Program, or the School Breakfast Program (7 CFR Part

220), must establish and implement professional standards for school nutrition program directors, managers, and staff, as defined in 7 CFR Part 210.2. Both SFA and FSMC shall establish and implement the foregoing standards and requirements for their school nutrition program employees under this Contract.”

6. The Contract is hereby amended by adding the following new Paragraph 6, at page 37, Subsection K, entitled: “Books and Records,” as follows:

“6. If this is a fixed-meal rate contract, SFA shall ensure that all revenues from the sale of nonprogram foods accrues to the non-profit school food service account and that revenues available to support the production of reimbursable school meals does not subsidize the sale of nonprogram foods. For fixed-meal rate contracts, FSMC shall annually provide to SFA information on food costs and revenues and such information must include food costs for reimbursable meals, food costs for nonprogram foods, revenues from nonprogram foods, and total revenues. Nonprogram foods may include but are not necessarily limited to: a la carte; catered foods; vending machine foods; and student stores operated and any other sales generated through the nonprofit school food service account not already described herein. The foregoing information shall be utilized to determine compliance with revenue from nonprogram foods found at 7 CFR Part 210.14(f). FSMC shall also provide to SFA, upon request, historical information on the type and value of nonprogram foods and meals to be offered, such as catered foods. FSMC shall be responsible for providing SFA with, and calculating, nonprogram food costs and program revenues for determining compliance with 7 CFR Part 210.14(f), as provided in SP 20-2016, *Nonprofit School Food Service Account Nonprogram Food Revenue Requirements* (Dec. 23, 2015).”

7. Exhibit I Schedule of Terms for FSMC Guarantee is deleted in its entirety and replaced by the following:

Guaranteed Return. The FSMC guarantees that the return to the SFA from the food service program (exclusive of the cost of equipment repairs, maintenance, replacements, and smallwares) for the 2019-2020 school year will be \$28,000.00. If the annual operating statement shows a profit less than \$28,000.00, the FSMC will reduce its Fees by the difference between the actual and the guaranteed amount, but in no event shall the reimbursement obligation exceed \$28,000.00. The Guaranteed Return is based on the following conditions and assumptions remaining in effect for the school year or contract year, as applicable.

CONDITIONS

- a) Cash and/or reimbursement levels from State and Federal sponsors do not fall below the levels estimated in FSMC’s proposed budget.
- b) The value of USDA donated foods will not be less than the value of USDA donated foods estimated in the previous Agreement year.
- c) The number of days meals are served during the school year will not be less than 175 days.
- d) Changes in district policies, practices and serving requirements including but not limited to changes in bell schedules, meal service periods or proposed staffing may result in an adjustment.

- e) The student enrollment for the current year will not be less than 1,990 students.
- f) The level of wages, salaries and fringe benefits will not exceed those included in FSMC's previous agreement year. In the event of an increase in wages or fringe benefits payable to employees as a result of unionization or changes in minimum wage rates or taxes, the guarantee shall from the date of increase in wages, minimum wage rates, taxes or fringe benefits be adjusted by such actual increase.
- g) The number of participating health insurance participants does not exceed the level of participants in FSMC's previous agreement.
- h) Any SFA employees' vacation/sick time accumulated prior to the effective date of this Agreement will remain the sole responsibility/liability of SFA.
- i) The selling prices of Menu Pattern Meals and a la carte selections will not be less than those included in FSMC's previous agreement.
- j) Service will not be interrupted as a result of fire, work stoppage, strike or school closing.
- k) SFA and its representatives including but not limited to, school principals, teachers and SFA employees shall fully cooperate with FSMC in the implementation of the Food Service Program. SFA shall fully cooperate with FSMC 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.
- l) SFA shall have timely submitted all documentation for reimbursement claims, except where such failure is due to an act or omission of FSMC.
- m) Changes in legislation (including but not limited to the Healthy Hunger Free Kids Act and the Affordable Care Act), regulation, reimbursement rates, meal components or quantities required by the National School Lunch Program or changes in the State's school nutrition policies will affect the guarantee in proportion to the impact of such change.
- n) There shall be no material changes in vendor prices throughout the year.
- o) Due to the volatile nature of raw material costs, FSMC and SFA shall review quarterly the costs associated with paper and plastic supplies and fuel surcharges on deliveries. Any changes in FSMC's cost shall result in an adjustment to the guarantee.
- p) FSMC's guarantee is based on revenue amounts and service levels/requirements set forth in the RFP. Should a shortfall in any of these revenue amounts or service levels/requirements set forth by SFA occur, the guarantee shall be adjusted accordingly.
- q) Make-up days due to inclement weather shall have equal or greater sales revenue as a normal day of operation for the period in which the inclement weather cancellation occurred.
- r) There are no bad debts, including losses from uncollectible accounts. In the event there are bad debts/uncollected funds, such amounts shall be factored into the guarantee as if they were collected in full.

- s) The number of students eligible for free and reduced price meals will be no less than that estimated in FSMC's previous year agreement.
- t) The following variable SFA expenses charged to the Food Service budget by the SFA must be identified and capped so as not to exceed the following amounts: \$0
- u) In the event labor costs are higher than that budgeted by FSMC as a result of SFA not providing the collective bargaining agreement in connection with the RFP, the guarantee shall be adjusted by such amount.
- v) USDA donated foods received by SFA are compatible with the menus outlined in FSMC's Proposal.
- w) The information in the RFP remains unchanged, capital commitments are used as proposed, and FSMC has the ability to implement the food service program as set forth in FSMC's Proposal.

In the event the foregoing conditions are not met during the 2019-2020 school year, FSMC's guarantee obligation shall be reduced by an amount equivalent to any increased cost or loss of revenue attributable to the changes in such conditions.

- 8. All other terms of this Contract executed by SFA and FSMC remain the same.
- 9. This Amendment is only valid for the 2019-2020 school year. This Amendment shall terminate on June 30, 2020. The Contract may be renewed upon expiration of this Amendment if the Texas Department of Agriculture (TDA) determines there are no material changes in the nutrition standards and meal requirements in the Contract compared to those required by the April 25, 2016 Final Rule titled *Child and Adult Care Food Program: Meal Pattern Revisions Related to the Healthy, Hunger-Free Kids Act of 2010*, 81 FR 24348 (Final Rule). If TDA determines that there are material changes between the nutrition standards and meal requirements in the Contract compared to those required by the Final Rule, the Contract will have to be rebid effective July 1, 2019.

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.

AGREEMENT

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

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

This First Amendment to the Contract shall be in effect for one year and may be renewed by mutual agreement with another Amendment for three additional one-year periods.

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

ATTEST:

SCHOOL FOOD AUTHORITY:

Hillsboro Independent School District

Name of SFA

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

ATTEST:

FOOD SERVICE MANAGEMENT COMPANY:

Compass Group USA, Inc., by and through its
Chartwells Division

Name of FSMC

Signature of Authorized Representative

Belinda Oakley

Typed Name of Authorized Representative

CEO, Chartwells K12

Title

Date Signed

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

Hillsboro ISD has utilized the following methodology in calculating the increase in its Fixed Price per Meal/Meal Equivalent as it pertains to the Chartwells contract for the 2019–2020 school year.

The district has compared the seasonally adjusted value of the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics (1982 – 84 = 100% base period), Food Eaten Away From Home (“CPI”), for January 2018 to the seasonally adjusted value of the CPI for January 2019 (Class B/C) and calculated the increase, on a percentage basis, in the CPI during such period. Chartwells’ Fixed Price per Meal/Meal Equivalent were then increased by a percentage equivalent to the percentage increase in the CPI over the measured period.

CPI Index for January 2018	170.26
CPI Index for January 2019	174.65
Increase	4.38
Percentage Increase	2.57%

	<u>2018-2019</u> <u>Current Year</u>		<u>CPI</u> <u>Difference</u>		<u>2019-2020</u> <u>Next Year</u>	<u>Increase</u>
Fixed Price per Meal/Meal Equivalent Breakfast	1.7700	X	1.0257	=	1.8156	0.0456
Fixed Price per Meal/Meal Equivalent Lunch	3.1500	X	1.0257	=	3.2311	0.0811
Fixed Price per Meal/Meal Equivalent Snack	0.7200	X	1.0257	=	0.7385	0.0185
Fixed Price per Meal/Meal Equivalent A la Carte	3.1500	X	1.0257	=	3.2311	0.0811
Fixed Price per Meal/Meal Equivalent Supper	3.1500	X	1.0257	=	3.2311	0.0811

**CPI-All Urban Consumers (Current Series)
Original Data Value**

Series Id: CUURN000SEFV
Not Seasonally Adjusted
Series Title: Food away from home in Size Class B/C, all urban
Area: Size Class B/C
Item: Food away from home
Base Period: DECEMBER 1997=100
Years: 2018 to 2019

Year	Jan
2018	170.261
2019	174.645

**Food Service Budget-Fixed-Meal Rate
Hillsboro ISD**

School Year: 2018-2019

Revenues

Cash Sales

Student Breakfast Sales	\$12,450
Student Lunch Sales	\$108,000
Student Snack Sales	\$0
Student a la Carte Sales	\$116,043
Adult Sales	\$28,974
Catering Sales	\$0
Interest Income	\$0
Concession Sales	\$0
Vended Meals Sales	\$0

Total Cash	<u>\$265,467</u>
-------------------	------------------

State and Federal Reimbursement/Funding:

National School Lunch Program	\$600,399
School Breakfast Program	\$327,954
Afterschool Care Program	
Supper Program	\$33,864
Seamless Summer Option	
State Matching Fund	\$5,724
Commodities Received	\$68,395
Other Funding	

Total Reimbursements	<u>\$1,036,336</u>
-----------------------------	--------------------

Total Revenues

(= All Cash Sales + All Reimbursements)	<u><u>\$1,301,803</u></u>
---	---------------------------

**Hillsboro ISD
FOOD SERVICE BUDGET (cont.)**

Expenses

Reimbursable Breakfast Meal Rate Fee @ \$1.7700	\$335,473
Reimbursable Lunch Meal Rate Fee @ \$3.1500	\$673,047
Reimbursable Supper Meal Rate Fee @ \$3.1500	\$21,477
A la Carte Equivalent Meal Rate Fee @ \$3.1500	\$104,182
Adult Meal Rate Fee @ \$3.1500	\$25,020
SFA Direct Expense	\$92,528
Total Expenses	<u>\$1,251,727</u>

Commodities

Commodities Used	\$68,395
Commodity Delivery	\$0
Commodity Processing	\$0

Surplus/Subsidy = Total Revenues - Total Expense \$50,076

FSMC Guaranteed Return	\$50,000
FSMC Guaranteed Breakeven	
FSMC Guaranteed Subsidy	

School Food Authority Employee Responsible for submission of this budget data:

Name: Dale Snyder

Telephone: (254) 582-8585

FSMC Employee Responsible for submission of this budget data:

Name: Michael Leonard

Telephone: (817) 681-1965

**Food Service Budget-Fixed-Meal Rate
Hillsboro ISD**

School Year: 2019-2020

Revenues

Cash Sales

Student Breakfast Sales	\$58,593
Student Lunch Sales	\$66,425
Student Snack Sales	\$0
Student a la Carte Sales	\$32,719
Adult Sales	\$7,449
Catering Sales	\$0
Interest Income	\$0
Concession Sales	\$0
Vended Meals Sales	\$0

Total Cash	<u>\$165,186</u>
-------------------	------------------

State and Federal Reimbursement/Funding:

National School Lunch Program	\$599,980
School Breakfast Program	\$292,768
Afterschool Care Program	\$0
Supper Program	\$35,016
Seamless Summer Option	\$0
State Matching Fund	\$5,289
Commodities Received	\$66,971
Other Funding	\$0

Total Reimbursements	<u>\$1,000,024</u>
-----------------------------	--------------------

Total Revenues

(= All Cash Sales + All Reimbursements)	<u><u>\$1,165,210</u></u>
---	---------------------------

**Hillsboro ISD
FOOD SERVICE BUDGET (cont.)**

Expenses

Reimbursable Breakfast Meal Rate Fee @ \$1.8156	\$343,852
Reimbursable Lunch Meal Rate Fee @ \$3.2311	\$630,644
Reimbursable Supper Meal Rate Fee @ \$3.2311	\$33,511
A la Carte Equivalent Meal Rate Fee @ \$3.2311	\$30,132
Adult Breakfast Meal Rate Fee @ \$3.2311	\$440
Adult Lunch Meal Rate Fee @ \$3.2311	\$6,103
SFA Direct Expense	\$92,528
Total Expenses	\$1,137,210

Commodities

Commodities Used	\$66,971
Commodity Delivery	\$0
Commodity Processing	\$0
Surplus/Subsidy = Total Revenues - Total Expense	\$28,000
FSMC Guaranteed Return	\$28,000
FSMC Guaranteed Breakeven	
FSMC Guaranteed Subsidy	

School Food Authority Employee Responsible for submission of this budget data:

Name: Dale Snyder

Telephone: (254) 582-8585

FSMC Employee Responsible for submission of this budget data:

Name: Michael Leonard

Telephone: (817) 681-1965

**Hillsboro ISD
List of Schools Served by FSMC
SY 2019 – 2020**

Franklin Elementary School
103 Country Club Drive
Hillsboro, TX
76645

Hillsboro Elementary School
115 Jane Lane
Hillsboro, TX
76645

Hillsboro Intermediate School
1000 Old Bynum Road
Hillsboro, TX
76645

Hillsboro Junior High
210 East Walnut Street
Hillsboro, TX
76645

Hillsboro High School
1600 Abbott Avenue
Hillsboro, TX
76645

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 **Hillsboro** 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 **Hillsboro** 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.

Compass Group USA, Inc.,

by and through its Chartwells Division

2 International Drive, Rye Brook, NY 10573

Name/Address of Organization

Belinda Oakley, CEO, Chartwells K12

Name/Title of Submitting Official


Signature

2/14/19
Date

NOT APPLICABLE


EXHIBIT C

PROCUREMENT

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 <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering <input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known:</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & 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 style="text-align: center;">\$ _____</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>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ 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 style="text-align: center;">(Attach continuation sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input checked="" 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:  Print Name: <u>Belinda Oakley</u> Title: <u>CEO, Chartwells K12</u> Telephone No: <u>(914) 935-5300</u> Date: <u>2/14/19</u></p>	
<p>Federal Use Only:</p>	<p>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 1st 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.

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

EXHIBIT B

ANTI-COLLUSION AFFIDAVIT

STATE OF NEW YORK)

COUNTY OF WESTCHESTER)

Kristin E. Briotte, 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.


Signed Kristin E. Briotte
Assistant Secretary

Subscribed and sworn before me this 14th day of February, 2019.

Notary Public (or Clerk or Judge) Amanda M Barkley

My commission expires 11/13/22

AMANDA M BARKLEY
Notary Public - State of New York
No. 01BA6155358
Qualified in Putnam County
My Commission Expires on 11/13/22

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

Name of Business (Contractor) Compass Group USA, Inc., by and through its Chartwells Division	Vendor ID No. or Social Security No. 56-1874931
---	---

(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

Belinda Oakley

Printed/Typed Name of
Contractor Representative

2/14/19

Date

CEO, Chartwells K12

Printed/Typed Title of
Contractor Representative