

This Third Renewal Agreement will be posted on the CPS website.

**AGREEMENT TO EXERCISE THIRD OPTION TO RENEW  
AND TO AMEND FOOD SERVICE MANAGEMENT AGREEMENT**

This agreement to exercise the third option to renew and to amend the Food Service Management Agreement ("**Third Renewal Agreement**") by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and ARAMARK EDUCATIONAL SERVICES, LLC, a Delaware Limited Liability Company, d/b/a ARAMARK Education K-12, authorized to do business in Illinois with principal offices located at 1101 Market Street, Philadelphia, Pennsylvania ("**Vendor**") is entered into as of this 1<sup>st</sup> day of July, 2016.

**RECITALS:**

- A. The Board and Vendor entered into a Food Service Management Agreement pursuant to a Board Request for Proposals for a term beginning August 1, 2013 and continuing through July 31, 2014. The Agreement provided that the Board has four (4) options to renew the Agreement for a period of one year each.
- B. The Board exercised its first option to renew the Agreement, entering into an Agreement to Exercise First Option to Renew Food Service Management Agreement ("**First Renewal Agreement**") for a term beginning August 1, 2014 and continuing through July 31, 2015, and its second option to renew the Agreement, entering into an Agreement to Exercise Second Option to Renew Food Service Management Agreement ("**Second Renewal Agreement**"). The term of the Second Renewal Agreement was incorrectly stated in that agreement as being from August 1, 2015 to July 31, 2016. The correct termination date of the Second Renewal Agreement authorized by the Board should be June 30, 2016 to align the renewal terms with the Board's fiscal year. The Food Service Management Agreement, the First Renewal Agreement, and the Second Renewal Agreement shall be collectively referred to herein as the "**Agreement**".
- C. The Board desires to exercise the third option to renew the Agreement upon the terms and conditions as set forth in this Third Renewal Agreement, and Vendor accepts this Third Renewal Agreement on the terms and conditions hereinafter set forth.
- D. The parties also agree to amend certain provisions of the Agreement as set forth below.

**NOW THEREFORE**, in consideration of the foregoing, which are incorporated into and made a part of this Third Renewal Agreement by this reference, and the mutual covenants contained herein, the parties agree as follows:

- 1. **Definitions:** Any and all capitalized terms contained in this Third Renewal Agreement, and not defined herein, shall have the definition as set forth in the Agreement.
- 2. **Third Renewal Term:** The parties agree that the Agreement shall be renewed and shall continue for a term commencing on July 1, 2016 and continuing through June 30, 2017 ("**Third Renewal Term**"), unless terminated sooner as provided in the Agreement. There is one (1) remaining option to renew the Agreement after the Third Renewal Term expires.
- 3. **Compensation:** The maximum compensation payable to Vendor during the Third Renewal Term shall not exceed One Hundred Two Million Three Hundred Fifty-One

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Thousand Three Hundred Eighty-One Dollars (\$102,351,381.00) ("Maximum Compensation Amount"), without the prior approval of the members of the Board and a written amendment to this Third Renewal Agreement. It is understood and agreed that the Maximum Compensation Amount is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation shall be based on actual Services performed during the Third Renewal Term, and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with the Agreement, as may be amended by this Third Renewal Agreement. No expenses will be reimbursed under the Agreement, and any materials provided by Vendor to the Board and its employees in performance of the Agreement shall be at no additional charge to the Board. In the event that the Third Renewal Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received for Services and other deliverables not provided. Payments shall be made as specified in Section 5 of the Agreement and the "Third Renewal Term's Schedule of Compensation" attached and incorporated into this Third Renewal Agreement as Exhibit B-3. Any references to Exhibit B, Exhibit B-1, and Exhibit B-2 in the Agreement shall be understood to include Exhibit B-3 as it relates to the performance and obligations of either party during the Third Renewal Term.

4. **Products and Services:**

A. Vendor shall continue to provide those Products and Services described in the Agreement during the Third Renewal Term. Vendor also specifically agrees to do the following during the Third Renewal Term:

- i. **Food Service POS system integration:** Vendor agrees to initiate a revised pilot program of the Board's WebSmart program at mutually agreed schools (6-10 locations selected by service channel/scope) and with mutually agreed parameters, measurements and timelines. In exchange, the Board agrees to continue to support Vendor's use of Vendor's proprietary PRIMA Web system for inventory, receiving and menu management purposes until the WebSmart system can be fully integrated for such purposes throughout the District.
- ii. **Local Spend:** Vendor agrees to spend at least Two Million Three Hundred Thousand Dollars (\$2,300,000.00) in purchases from local suppliers (defined as being within 350 miles of Chicago area) to meet menu needs during the Third Renewal Term.
- iii. **Chicken:** Vendor agrees to provide chicken products that meet the minimum of CRAU standard when available from Vendor's third party suppliers, provided that such products are cost neutral when compared to similar products. If the cost is higher, Vendor will provide costing information to CPS for consideration and approval. Vendor will continue to provide ABF chicken leg at least twice per month as part of the CPS-approved menus. A plan for the use of ABF chicken will be provided to CPS for consideration.
- iv. **Salad Bars:** Vendor agrees to implement the salad bar pilot program as was proposed in response to the RFP and included within the Agreement.
- v. **Increased Participation:** Vendor acknowledges CPS's goal to increase participation by at least two percent (2%) year over year. Vendor will establish school level targeted plan for tracking and evaluating participation. CPS and Vendor will cooperate to make program adjustments and eliminate barriers to achieve these targets of participation increases, particularly for locations tracking below this target.

This Third Renewal Agreement will be posted on the CPS website.

- vi. **A La Carte:** Vendor shall implement as soon as operationally feasible an a la carte program, compliant with NSLP regulations, in high school locations as mutually agreed on by the parties.
- vii. **Menu Approvals:** Vendor agrees to the following schedule for the review and approval of menus during the Third Renewal Term: beginning December 1 for implementation the following March; beginning April 1 for implementation the following mid-June for summer meals; beginning June 1 for implementation at the start of the following school year (in the event that CPS exercises its option to renew the Agreement). Furthermore, Vendor shall work with CPS on a menu approval process for monthly special events for the K-8 grade schools. Menu committee meetings including students and SDM will be held every other month.
- viii. **Emergency Water:** Vendor shall execute the emergency water guidelines set forth in the Agreement by May 1, 2017.
- ix. **Breakfast in Classrooms:** Vendor shall reinstitute Breakfast in Classrooms in locations identified by CPS with exceptions only where mutually agreed by CPS's Executive Director of Nutrition Support Services.

B. **Seasonal Fruit:** Vendor shall provide certain seasonal fresh fruit ("Seasonal Fruit") in the food service operation as part of the fixed meal rate payable by CPS to Vendor as part of the meal and meal equivalent rate included in the Third Renewal Terms Schedule of Compensation. However, where the supply of such Seasonal Fruit is higher than fruits and vegetables that would ordinarily be served, Vendor shall provide costing information to CPS for consideration and approval. When CPS's Executive Director for Nutrition Support Services agrees in advance to such additional cost, CPS shall pay Vendor an additional amount equal to the difference between (1) the actual portion cost of the Seasonal Fruit (as reasonably evidenced by Vendor to CPS), and (2) \$0.20, which is the standard cost of the item that the Seasonal Fruit is replacing.

- 5. **Freedom of Information Act:** Vendor acknowledges that this Third Renewal Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1), subject to any permitted exceptions asserted by Vendor, and any other comparable state and federal laws and that this Third Renewal Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Third Renewal Agreement shall be posted on the Board's website at [www.cps.edu](http://www.cps.edu).
- 6. **Agreement:** Except as expressly provided in this Third Renewal Agreement, all terms and conditions of the Agreement shall remain in full force and effect during the Third Renewal Term.
- 7. **Counterparts and Facsimiles:** This Third Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or other electronic means shall be considered binding on both parties.

This Third Renewal Agreement will be posted on the CPS website.

IN WITNESS WHEREOF, the parties have signed this Third Renewal Agreement as of the date first written above.

BOARD OF EDUCATION  
OF THE CITY OF CHICAGO

By:

Frank M. Clark  
Frank M. Clark, President

Attest:

Estela G. Beltran 11/11/16  
Estela G. Beltran, Secretary

Date:

11/11/16

Forrest Claypool  
Forrest Claypool  
Chief Executive Officer

Approved as to Legal Form: yes

Ronald L. Merner  
Ronald L. Merner  
General Counsel

Board Report No. 16-0127-PR4 - 1  
16-0525-AR1-16  
16-0727-AR1-11  
16-0928-AR1-9  
16-1026-ARS-15-8

ARAMARK EDUCATIONAL SERVICES,  
LLC

By:

K. STEWART ARMARK  
Name: K. STEWART ARMARK  
Title: REGIONAL VICE PRESIDENT

Attest:

Blaise J. Marilli  
Name: Blaise J. Marilli  
Title: AVP & Assistant General Counsel

**Attachments:**

Exhibit B-3 - Schedule of Compensation

This Third Renewal Agreement will be posted on the CPS website.

**Exhibit B-3 to Food Service Management Agreement  
Schedule of Compensation**

This Exhibit B-3 shall apply to the performance of the terms of the Food Service Management Agreement ("Agreement") between the Board of Education of City of Chicago ("Board" or "CPS") and ARAMARK EDUCATIONAL SERVICES, LLC ("Vendor") during the Third Renewal Term as defined by the Agreement to Exercise Third Option of Food Service Management Agreement ("Third Renewal Agreement"). The prices reflected in the Illinois State Board of Education's Contract Renewal Agreement ("ISBE's Renewal Form"), attached and incorporated as part of this Exhibit B-3, do not include the use of commodities or any alternate pricing structure.

Vendor will be paid at a fixed rate per meal/meal equivalent. The fixed fee price per meal/meal equivalent will include all costs such as labor, food, supplies and any management fees in a per meal cost. The Board must determine the existence of the proper pass through value of the USDA Foods; i.e., credits or reductions on the invoice in the month of receipt. In addition to those rates and fees included in ISBE's Renewal Form, the parties agree that the following reimbursements will be made during the Third Renewal Term:

	2015-16 Rate	2016-17 Rate	Percentage Increase
Emergency Water	\$0.2071	\$0.2122	2.5%
After School Meal	\$1.4494	\$1.4856	2.5%
Summer Breakfast	\$1.1388	\$1.1673	2.5%
Summer Lunch	\$1.3770	\$1.4114	2.5%
Fresh Fruit Veggie Program	See below	See below	XXXXX
A la Carte Equivalency Factor	3.14	3.3025	5.18%

In furtherance of and in supplement to the foregoing, during the Third Renewal Term, Vendor shall receive as compensation from the Board's nonprofit food service account only:

- a fixed meal rate for: each reimbursable school breakfast served; each reimbursable school lunch served; and each a la carte equivalent served as set forth in the ISBE's Renewal Form;
- a fixed management fee for each reimbursable school meal served and for the operation of the a la carte program as set forth in ISBE's Renewal Form;
- a fixed per-unit rate for: each reimbursable after-school snack served in the After-School Care Program; each reimbursable after-school dinner served; and each emergency water unit provided to schools all as set forth above;
- a reimbursement amount equal to Vendor's direct costs for products and services provided as part of the Fresh Fruit and Vegetable Program ("FFVP") including, for example, Vendor's delivery costs and the costs of products purchased by Vendor for the FFVP. Allowable costs associated with the FFVP shall be paid from the Board's nonprofit food service account to Vendor net of all discounts, rebates, and other applicable credits accruing to or received by Vendor or any assignee under the Agreement, to the extent those credits are allocable to the allowable portion of the costs

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**billed to the Board. Vendor must separately identify for each cost submitted for payment to the Board the amount of that cost that is allowable (can be paid from the nonprofit food service account) and the amount that is unallowable (cannot be paid from the nonprofit food service account). Other than as set forth above, Vendor shall not charge any additional fees for services rendered as part of the management of the FFVP;**

- payment according to the rates Vendor negotiates in writing with any individual school as necessary to meet that school's unique needs under this Agreement, subject to approval or rejection by the Executive Director of Nutrition Support Services and with the understanding that the such additional costs shall be the individual school's responsibility to pay for outside of the nonprofit food service account; and**
- payment according to the rates set forth in the "Schedule for ITS Team for POS On-going Support", attached and incorporated as part of this Exhibit B-3, for services provided as part of the POS Implementation Support Services as described in the Scope of Services that shall continue as Ongoing Support Services during the Third Renewal Term.**
- when CPS's Executive Director for Nutrition Support Services agrees in advance to such additional cost, CPS shall pay Vendor an additional amount equal to the difference between (1) the actual portion cost of the Seasonal Fruit (as reasonably evidenced by Vendor to CPS), and (2) \$0.20, which is the standard cost of the item that the Seasonal Fruit is replacing.**

**Vendor shall not receive any other compensation from the Board for any other products and services unless it is expressly provided for in the Agreement, as may be amended in this Third Renewal Agreement, or upon additional written approval of the authorized representatives of the Board and approved by the Board's General Counsel.**

**Vendor must subtract from the Board's monthly invoice the current market value of all USDA Foods.**

**SCHEDULE FOR ITS TEAM FOR ONGOING SUPPORT - EXHIBIT B-3**  
**Authorized Billable Hours per month**

	#	Hourly		# Weeks	Total Cost	# of Schools CSRs # Vans	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16
		Rate									
Senior CSR	1	\$ 50.88		52			160	184	176	168	176
CSR	1	\$ 42.00		46			650	650	650	650	650
CSR	1	\$ 42.00		46			6	6	6	6	6
CSR	1	\$ 42.00		46			2	2	2	2	2
CSR	1	\$ 42.00		46							
CSR	1	\$ 42.00		46							
CSR	1	\$ 42.00		46							
Vans	2		\$ 7,628	\$ 15,256							
Fuel				\$ 12,500							
Mileage				\$ 1,600							
<b>Total</b>							<b>\$ 44,187</b>	<b>\$ 50,448</b>	<b>\$ 48,361</b>	<b>\$ 46,274</b>	<b>\$ 48,361</b>

	120	160	152	184	120	184	176	
	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Total
	650	650	650	650	650	650	650	
	6	6	6	6	6	6	6	
	2	2	2	2	2	2	2	
\$	6,106	8,141	7,734	9,362	6,106	9,362	8,955	\$ 99,725
\$	5,040	6,720	6,384	7,728	5,040	7,728	7,392	\$ 82,320
\$	5,040	6,720	6,384	7,728	5,040	7,728	7,392	\$ 82,320
\$	5,040	6,720	6,384	7,728	5,040	7,728	7,392	\$ 82,320
\$	5,040	6,720	6,384	7,728	5,040	7,728	7,392	\$ 82,320
\$	5,040	6,720	6,384	7,728	5,040	7,728	7,392	\$ 82,320
\$	1,271	1,271	1,271	1,271	1,271	1,271	1,271	\$ 15,256
\$	1,042	1,042	1,042	1,042	1,042	1,042	1,042	\$ 12,500
\$	133	133	133	133	133	133	133	\$ 1,600
\$	33,752	44,187	42,100	50,448	33,752	50,448	48,361	\$ 540,681

**Notes:**

No over time should be paid for the work covered by this schedule. Prior written authorization from the Executive Director of CPS Nutritional Support Services or designee shall be necessary in order for the monthly billable hours stated above to be exceeded.

Billable hours based on estimated calendar days POS service support is required during renewal period.





**ATTACHED – 10 OTHER (SPECIFY)**

	2015-16 Rate	2016-17 Rate	Percentage Increase
Emergency Water	\$0.2071	\$0.2122	2.5%
After School Meal	\$1.4494	\$1.4856	2.5%
Summer Breakfast	\$1.1388	\$1.1673	2.5%
Summer Lunch	\$1.3770	\$1.4114	2.5%
Fresh Fruit Veggie Program	See below	See below	XXXXX
A la Carte Equivalency Factor	3.14	3.3025	5.18%

In addition to the fixed meal rates and other items for payment expressly set forth in the Illinois State Board of Education form items 1 through 10, during the Third Renewal Term, FSMC will receive as compensation from the SFA's non-profit food service account, the following in accordance with the terms below:

- a reimbursement amount equal to FSMC's direct costs for products and services provided as part of the Fresh Fruit and Vegetable Program ("FFVP") including, for example, FSMC's delivery costs and the costs of products purchased by FSMC for the FFVP. Allowable costs associated with the FFVP shall be paid from the SFA's nonprofit food service account to FSMC net of all discounts, rebates, and other applicable credits accruing to or received by FSMC or any assignee under the Agreement, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA. FSMC must separately identify for each cost submitted for payment to the SFA the amount of that cost that is allowable (can be paid from the nonprofit food service account) and the amount that is unallowable (cannot be paid from the nonprofit food service account). Other than as set forth above, FSMC shall not charge any additional fees for services rendered as part of the management of the FFVP;

Continued Acceptance of Contract Renewal Agreement for Food Management Services between  
Aramark Educational Services, LLC, and Board of Education of Chicago

Third Renewal Term: July 1, 2016 to June 30, 2017

BOARD OF EDUCATION *gmm*  
OF THE CITY OF CHICAGO

By: *Frank M. Clark*  
Frank M. Clark, President

Attest: *Estela G. Beltran 11/1/16*  
Estela G. Beltran, Secretary

Date: *11/1/16*

*Forrest Claypool*  
Forrest Claypool  
Chief Executive Officer

Approved as to Legal Form: *gmm*  
*Ronald L. Marmer*  
Ronald L. Marmer  
General Counsel

Board Report No. 16-0127-PR4 - 1  
16-0525-AR1-15  
16-0727-AR1-11  
16-0928-AR1-9  
*16-1026-AR5-II-8*

## Contract Renewal Agreement Certification Form 2016–2017

The *Contract Renewal Agreement Certification Form* must be completed and signed by the school food authority's (SFA's) authorized representative. A copy of this form must be submitted by the SFA along with copies of all applicable, required contract renewal documents listed in Section C below.

### A. School Food Authority Information

Agreement Number (RCDT Code) 15-016-2990-25 \_\_\_\_\_

School Food Authority CITY OF CHICAGO SD \_\_\_\_\_

Contractor Name Aramark Educational Services, LLC \_\_\_\_\_

### B. General Contract Information

Contract Type:       FSMC       Vended       FSMC—Vended       Other

Programs:             Lunch       Breakfast       Special Milk             Afterschool Snack  
                          Summer Meals       Child and Adult Care Food Program

### C. Required Documentation

Submit copies of the following documents.

- *Contract Renewal Agreement*, signed by both parties;
- *Contract Renewal Agreement Certification Form 2016–2017*, signed by the SFA's authorized representative;
- *Food-Based Meal Pattern Contract Amendment*, if applicable, signed by both parties;
- Certification forms, as applicable, signed annually by the contractor
  - If the annual contract is \$25,000 or more—Signed copy of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions*,
  - If the annual contract is over \$100,000—Signed copy of the *Certificate Regarding Lobbying—Contracts, Grants, Loans, and Cooperative Agreements*,
  - If the annual contract is over \$100,000 and any funds other than Federal appropriated funds have been used for lobbying—Signed copy of the *Disclosure of Lobbying Activities*; and
- Any other amendments for non-material allowable contract changes accompanied by written justification for the amendment.

### D. Contract Renewal Terms

Per the contract renewal terms stated in the contract, the maximum allowable percentage increase that may be applied to the fixed meal rates and fixed management fees is as follows (refer to the contract for renewal terms; check the appropriate box):

- |   |      |
|---|------|
| <input checked="" type="checkbox"/> CPI—Food Away From Home (Dec) | 2.6% |
| <input type="checkbox"/> CPI—All (Dec)                            | 0.7% |
| <input type="checkbox"/> CPI—Food (Dec)                           | 0.8% |
| <input type="checkbox"/> Other (specify) _____                    |      |

**E. Certification Statement**

Under the provisions of the United States Department of Agriculture, Food and Nutrition Service, I certify as a sponsor in the Child Nutrition Programs all information contained in the executed *Contract Renewal Agreement* and accompanying contract renewal documents is true and accurate.

I understand the nonprofit school food service program account cannot be used to pay for unallowable contract costs. As authorized representative for the school food authority noted above, I will ensure operation of the nonprofit school food service program, including use of nonprofit school food service program account funds, is in compliance with the rules and regulations of the Illinois State Board of Education and the United States Department of Agriculture regarding Child Nutrition Programs.

I understand revisions cannot be made to the executed *Invitation for Bid and Contract* without first submitting proposed revisions to the Illinois State Board of Education for review and receiving written notification the proposed revisions are allowable within the regulatory guidelines. Furthermore, I understand additional documents and/or agreements, including those developed by the contractor, cannot become part of the executed contract.

I understand all contract information provided to the Illinois State Board of Education is being given in connection with the receipt of federal funds and deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. Further, I understand such misrepresentation could result in the loss of federal and state funding received by the school food authority for School-Based Child Nutrition Programs.

I certify that all contract provisions, including those relating to USDA Foods, including the utilization by the FSMC/Vendor of USDA Foods to the maximum extent possible have been met.

School Year 2016 USDA Foods Entitlement Amount (A) \$13,506,223.13

Amount of USDA Foods credited to the SFA by the FSMC/Vendor (B) \$13,113,492.89

USDA Foods Entitlement Utilization Percentage (B / A) %97.09



Authorized Representative Signature

Executive Dir

Title

lafowler@cps.edu

e-mail

10/28/16

Date

Mail, fax, or email to:

**Nutrition and Wellness Programs  
Illinois State Board of Education  
100 North First Street W270  
Springfield, IL 62777-0001  
Fax: 217-524-6124  
Email: [cnp@isbe.net](mailto:cnp@isbe.net)**

**Please submit documents only once.** For example, do not fax and mail. Only one copy of each set of documents is necessary. All original documents should be retained in the SFA's files.

ILLINOIS STATE BOARD OF EDUCATION  
 100 North First Street  
 Springfield, IL 62777-0001  
 \*\*NOT APPLICABLE\*\*  
**DISCLOSURE OF LOBBYING ACTIVITIES**

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

**1. TYPE OF FEDERAL ACTION**

- a. Contract     b. Grant     c. Cooperative agreement     d. Loan     e. Loan guarantee     f. Loan insurance

**2. STATUS OF FEDERAL ACTION**

- a. Bid/offer/application     b. Initial award     c. Post-award

**3. REPORT TYPE**

- a. Initial filing     b. Material change     For material change only: Year \_\_\_\_\_ Quarter \_\_\_\_\_ Date of last report \_\_\_\_\_

**4. NAME AND ADDRESS OF REPORTING ENTITY**

- Prime     Subawardee, Tier \_\_\_\_\_, if known \_\_\_\_\_ Congressional District, if known \_\_\_\_\_

**5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME**

\_\_\_\_\_ Congressional District, if known \_\_\_\_\_

**6. FEDERAL DEPARTMENT/AGENCY**

**7. FEDERAL PROGRAM NAME/DESCRIPTION**

**8. FEDERAL ACTION NUMBER, if known**

\_\_\_\_\_ CFDA Number, if applicable

**B. AWARD AMOUNT, if known**

\$ \_\_\_\_\_

**10a. NAME AND ADDRESS OF LOBBYING ENTITY**  
(if individual, last name, first name, MI)

**b. INDIVIDUALS PERFORMING SERVICES**

(including address if different from No. 10a) (last name, first name, MI)

*(Attach Continuation Sheet(s) ISBE 85-37A, if necessary)*

**11. AMOUNT OF PAYMENT (check all that apply)**

- \$ \_\_\_\_\_  Actual     Planned

**12. FORM OF PAYMENT (check all that apply)**

- a. Cash     b. In-kind; specify: nature \_\_\_\_\_ value \_\_\_\_\_

**13. TYPE OF PAYMENT (check all that apply)**

- a. Retainer     b. One-time fee     c. Commission  
 d. Contingent fee     e. Deferred     f. Other, specify \_\_\_\_\_

**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.**

**15.  YES     NO    CONTINUATION SHEET(S), ISBE 85-37A ATTACHED**

16. Information requested through this form is authorized by IRB 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ORIGINAL SIGNATURE

*K. Stewart McKinney*  
 PRINT NAME OR TYPE  
 K. Stewart McKinney

TITLE  
 Vice President

TELEPHONE NUMBER  
 312-622-1242

DATE  
 4-26-16

ILLINOIS STATE BOARD OF EDUCATION  
100 North First Street  
Springfield, IL 62777-0001

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.**

**CERTIFICATION**

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which the transaction originated;
- (4) It will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Aramark Educational Services, LLC  
Organization Name

Chicago Public Schools

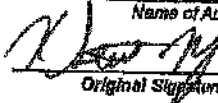
PR/Award Number or Project Name

K. Stewart McKinney

Name of Authorized Representative

Vice President

Title

  
Original Signature of Authorized Representative

4-26-10  
Date

**Instructions for Certification**

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.amed.gov/>.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ILLINOIS STATE BOARD OF EDUCATION  
100 North First Street  
Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.


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

Aramark Educational Services, LLC

Organization Name

K. Stewart McKinney

Name of Authorized Representative

  
Original Signature of Authorized Representative

Chicago Public Schools

PRAward Number or Project Name

Vice President

Title

4-26-16

Date