

**FOOD SERVICE MANAGEMENT COMPANY ADDENDUM  
SCHOOL YEAR 2011-2012**

**THIS ADDENDUM** is made effective July 1, 2011 by and between **UNION TOWNSHIP PUBLIC SCHOOLS** (the "Local Education Agency") and **ARAMARK EDUCATIONAL SERVICES, LLC**, a Delaware limited liability company, having its principal place of business at ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania (the "food service management company", "FSMC" or "ARAMARK").

**WITNESSETH THAT:**

1. Local Education Agency issued a Request for Proposal in the summer of 2009 (the "RFP") for the provision of food service on Local Education Agency's premises;
2. ARAMARK submitted a proposal dated July 30, 2009 to Local Education Agency in response to the RFP;
3. Local Education Agency selected ARAMARK to provide food services to Local Education Agency under the terms and conditions of the Proposal and the Food Service Management Company Prototype Agreement, effective July 1, 2009 (collectively, as each may be amended from time to time, the "Agreement").

**NOW THEREFORE**, in consideration of the mutual covenants herein, and intending to be legally bound, the parties hereto agree as follows:

**Article I: Federal and State Required Contract Language**

**A. DURATION OF ADDENDUM**

- 1) This addendum begins on July 1, 2011 and ends on June 30, 2012.)

**B. MANAGEMENT FEE(S) / GUARANTEES**

- 1) Payment to the FSMC:
  - a. The LEA shall reimburse ARAMARK for all Reimbursable Items (as defined in Article II, Section B.10). In addition, the LEA shall pay FSMC an allowance for its General and Administrative Expense of \$.133 per meal served under the National School Lunch, School Breakfast, and After School Snacks Programs, and for each Meal Equivalent served.
  - b. Local Education Agency shall pay to ARAMARK a management fee of \$.051 per meal served under the National School Lunch, School Breakfast, and After School Snacks Programs, and for each Meal Equivalent served (the "Management Fee").
  - c. The total of such Reimbursable Items, the allowance for ARAMARK's General and Administrative Expense, and the Management Fee shall be referred to as "Local Education Agency's Financial Obligation." "General and Administrative Expense"

means ARAMARK's allowance for the financial reporting, legal, tax and audit services, and management oversight provided to client locations by ARAMARK at the regional and corporate levels.

- d. The number of National School Lunch, School Breakfast Program, and After School Snack Program meals served to children shall be determined by actual count. A "Meal Equivalent" provided by ARAMARK is determined by dividing the total of cash receipts, other than from sales of National School Lunch Program meals, School Breakfast Program meals, After School Snack Program meals, or Cash Equivalents, by the Equivalency Factor. The Equivalency Factor used to determine the number of Meal Equivalents served by ARAMARK shall be the amount of \$1.00.
- e. If Local Education Agency requires ARAMARK to provide food service workers for events outside of the Food Service Program, the parties shall mutually agree on the charges for such service. The parties agree that such fees shall not be included in the food service budget for purposes of calculating any amounts owed by ARAMARK under the financial guarantee set forth in Article I, Section B.2 of this Addendum.

## 2) Financial Guarantee (Surplus)

- a. Projected Surplus Budget: ARAMARK estimates that Gross Receipts for the Current Year shall exceed Local Education Agency's Total Food Service Costs for the Current Year by at least Fifty Thousand Dollars (\$50,000) (the "Projected Surplus") for those items of revenue and expense set forth in the mutually agreed upon budget attached hereto as Exhibit B (the "Food Service Budget").
- b. Reimbursement: ARAMARK agrees to reimburse Local Education Agency for the amount, if any, by which Local Education Agency's actual Surplus for the Current Year is less than the Projected Surplus for the Current Year ("Local Education Agency's Shortfall").

## 3) Reimbursement Conditions and Assumptions: ARAMARK's obligation to reimburse Local Education Agency in accordance with Paragraph J.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:

- a. Reimbursement rates for Food Service Program meals shall not be less than the rates in effect for the prior school year.
- b. The value of government donated commodities received shall not be less than the value of government donated commodities received during the prior school year. 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 A. The Local Education Agency 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.

- c. There shall be at least One Hundred Seventy-Nine (179) full service days where breakfast and lunch are served for the Current Year.
- d. The average daily student enrollment for the Current Year shall be at least Seven Thousand Five Hundred Sixty Eight (7,568).
- e. The cost of wages, salary, and fringe benefits for the Local Education Agency's employees or the number of Local Education Agency employees shall not exceed such levels as set forth in Exhibit A. ARAMARK's obligation is based on the Federal and State minimum wage laws, including any prevailing wage laws, in effect as of January 1, 2011. Should the minimum wage be increased above the January 1, 2011 level pursuant to any Federal, State or local law or regulation, ARAMARK's obligation shall automatically be adjusted to cover increased labor costs resulting directly or indirectly from such increase, including any retroactive adjustments.
- f. The actual costs charged to the Food Service Enterprise Account by the Local Education Agency shall not exceed the projected operating expenses as set forth in Exhibit A, attached hereto and made a part hereof.
- g. Food costs during the Current Year shall not increase by an amount greater than Three Percent (3 %). For the purposes of this provision, food costs shall be measured by comparing the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics (1982 = 100% base period), Food Away From Home ("CPI") (or a comparable index if that index is not available), in effect on June 30, 2010 to the CPI in effect on June 30, 2011. The Section shall not limit food cost increases associated with federal, state, or local regulation of nutritional requirements or food quality.
- h. Local Education Agency and its representatives, including, but not limited to, the Local Education Agency liaison, school principals, teachers and Local Education Agency 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.
- i. Local Education Agency 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.
- j. 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 Local Education Agency's request for proposals.

In the event any of the foregoing conditions or assumptions is not met during the Current Year, ARAMARK's obligation shall be reduced by the amount of any increase in Local Education Agency's Total Food Service Costs or reduction in Gross Receipts which is attributable to the changes in such conditions or assumptions. Furthermore, if during the Current Year Local Education Agency requests a material 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 Projected Food Service Budget attached hereto as Exhibit A, ARAMARK shall advise Local Education Agency 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 Projected Food Service Budget attached hereto as Exhibit A, agreed to by ARAMARK and Local Education Agency shall be adjusted

to reflect such estimated increase in Total Food Service Costs or decrease in Gross Receipts.

In addition, in the event any federal, state, and/or local law, regulation or mandate requires (i) revisions to the original 21-day menu and/or (ii) significant changes to the nutritional requirements of the original 21-day menu, and/or (iii) material changes in conditions of food sales (e.g. serving a la carte or limiting food to be sold), the Food Service Budget shall be adjusted to reflect the corresponding increase in Total Food Service Costs or decrease in Gross Receipts.

#### C. FOOD SERVICE OPERATION

- 1) In the operation of the LEA's food service, the FSMC shall comply with the requirements of the Agreement for School Nutrition Programs (the "Program Agreement") between the LEA and the Division of Food and Nutrition in the New Jersey Department of Agriculture (the "State Agency"), and with all applicable USDA program policies and regulations, including 7 CFR Parts 210, 220, 245, 250 and 3016.
- 2) The FSMC shall not directly or indirectly restrict the sale or marketing of fluid milk (as described in paragraph (m)(1)(ii) of 7CFR 210.10) at any time or in any place on school premises or at any school-sponsored event. [7CFR 210.21(e)].
- 3) The FSMC shall comply with the competitive food policy established by the State Agency and set forth in N.J.A.C. 2:36-1.11, which restricts items that may be served, sold or given away as a free promotion anywhere on school property at any time before the end of the school day. [7CFR 210.11].

#### D. USDA DONATED COMMODITIES

- 1) All USDA donated commodities received for use by the LEA for the school year and made available to the FSMC shall be used in the LEA's food service. [7CFR 250.50(a)].
- 2) The FSMC shall perform the following activities related to USDA donated commodities, and shall perform such activities in accordance with the applicable requirements in 7CFR Part 250:
  - a. Preparing and serving meals;
  - b. Ordering or selection of donated foods in coordination with the LEA;
  - c. Storage and inventory management of donated foods;
  - d. Payment of processing fees or submittal of refund requests to a processor on behalf of the LEA, or remittance of refunds for the value of donated foods in processed end products to the LEA; and
  - e. Procurement of processed end products on behalf of the LEA. [7CFR 250.50(c),(d) and 250.53(a)(4)].
- 3) Commodity Crediting
  - a. Warehouse Commodities:

Method: The FSMC will credit by disclosure the LEA for the value of all donated foods received in the school year.

Frequency: monthly
  - b. Processed Commodities:

Method: FSCM will monitor and report by disclosure the commodity pass-through value as used by each commodity processor receiving any portion of the LEA's entitlement dollars.

Frequency: monthly

- 4) In crediting the LEA for the value of USDA donated commodities, the FSMC shall use the market value of donated foods as identified on the monthly allocation notice from the New Jersey Department of Agriculture Food Distribution Program (the "Distributing Agency") at the time the LEA receives the commodities. In crediting for the value of donated foods contained in processed end products, the FSMC shall use the annual processing agreement value established in the Distributing Agency's State Processing Agreement. [7CFR 250.51(c) and 250.53(a)(3)].
- 5) The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the LEA's food service. [7CFR 250.53(a)(5)]. The FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the LEA's food service. [7CFR 250.53(a)(6)].
- 6) In the procurement of processed end products on behalf of the LEA, the FSMC will comply with the requirements of Subpart C of 7CFR Part 250 and with the provisions of the Distributing Agency or LEA processing agreements, and will credit the LEA for the value of donated foods contained in such end products at the processing agreement value. The FSMC will not itself enter into the processing agreement with the processor. [7CFR 250.53(a)(7),(8)].
- 7) The FSMC will comply with the storage and inventory requirements for donated foods set forth in 7CFR 250.14(b) and 250.52. The FSMC shall account for all USDA donated food separately from commercially purchased food, and shall ensure that its system of inventory management does not result in the LEA being charged for USDA donated foods. [7CFR 250.53(a)(9)].
  - Such donated commodities shall be kept separate and apart from the purchased inventory of food and supplies, where possible, and ARAMARK shall maintain accurate and complete records with respect to the receipt and use/disposition of such donated foods. Where space does not allow for commodities to be kept separate and apart from purchased inventory of food and supplies, ARAMARK shall maintain a perpetual inventory of commodities and accurate and complete records with respect to the receipt, use/disposition, and storage of such donated foods.
- 8) The FSMC shall maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of all USDA donated commodity food. The FSMC will maintain records to document its compliance with the requirements relating to donated foods, in accordance with 7CFR 250.54(b). [7CFR 250.53(a)(11)].
- 9) The LEA, the Distributing Agency, the USDA, the Comptroller General, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods. [7CFR 250.53(a)(10)].
- 10) Upon termination of this contract, the FSMC shall return all unused donated ground beef, donated ground pork and processed end products, including those that may be

stored off the LEA's premises, and shall also return all other unused donated foods that may be stored on or off the LEA's premises. [7CFR 250.52(c)].

- 11) The LEA shall conduct a reconciliation at least annually, and upon termination of this contract, to ensure that the FSMC has credited it for the value of all donated foods received for use in the LEA's food service in the school year, including the value of donated foods contained in processed end products. [7CFR 250.54(c)].

#### E. EQUAL EMPLOYMENT / AFFIRMATIVE ACTION

During the performance of this contract, the FSMC agrees as follows [N.J.A.C. 17:27-3.7]:

- 1) It will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the FSMC will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The FSMC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the LEA Compliance Officer setting forth provisions of this nondiscrimination clause.
- 2) It will in all solicitations or advertisements for employees placed by or on behalf of the FSMC, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- 3) It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the LEA contracting officer, advising the labor union or workers' representative of the FSMC's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The FSMC agrees to comply with any regulations promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-36 *et seq.*, as amended and supplemented from time to time, and the Americans with Disabilities Act.
- 5) The FSMC agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
- 6) The FSMC agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- 7) The FSMC agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by

the statutes and court decisions of the State of New Jersey and as established by applicable federal law and federal court decisions.

- 8) In conforming with the targeted employment goals, the FSMC agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey and as established by applicable federal law and federal court decisions.

#### F. REBATES, DISCOUNTS AND CREDITS

- 1) The FSMC shall charge the LEA only for costs that are actual and allowable, net of all discounts, rebates and other applicable credits accruing to or received by the FSMC, to the extent those credits are allocable to the allowable portion of the costs billed to the LEA. The FSMC's determination of allowable costs shall be made in compliance with the applicable USDA and Child Nutrition Program regulations and Office of Management and Budget Circular A-87. [7CFR 210.21(f)(1)(i) and (iii)].

The FSMC will exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and that records have been established that maintain visibility of unallowable costs, including directly associated costs, in a manner suitable for contract cost determination and verification. [7CFR 210.21(f)(1)(ii)].

- 2) The FSMC shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the LEA for payment and individually identify the amount as a discount, rebate, or in the case of any other applicable credit, the nature of the credit.

The FSMC shall report this information monthly. [7CFR 210.21(f)(1)(iv)].

- 3) The FSMC shall report discounts, rebates and other applicable credits allocable to the contract, that are not reported prior to the conclusion of the contract, by way of a supplemental report. To the extent that such discounts, rebates, and/or other applicable credits were not previously credited to the Local Education Agency, the FSMC shall refund the amount of such discounts, rebates, and/or other applicable credits to the Local Education Agency subject to any necessary supplemental reconciliation of the final operating statement provided by the FSMC to the Local Education Agency for the final year of the Agreement. [7CFR 210.21(f)(1)(v)].

- 4) The FSMC shall maintain documentation of costs and discounts, rebates and other applicable credits, and shall furnish such documentation upon request to the LEA, State Agency or USDA. [7CFR 210.21(f)(1)(vi)].

- 5) No expenditure shall be made from the nonprofit school food service account that permits or results in the FSMC's receiving payments in excess of its actual, net allowable costs. [7CFR 210.21(f)(2)].

#### G. SAS 70 AUDIT REPORT

The FSMC shall have an annual service audit of the FSMC's internal controls performed by an independent audit firm engaged by the FSMC. The service audit shall be as prescribed in A.I.C.P.A. Statement on Auditing Standards No.70, as amended ("SAS 70") and Statement on Standards for Attestation Engagements (SSAE) No. 16. The FSMC shall provide the LEA with a current Type 2 SAS 70 Audit Report in conformity with SSAE No. 16 to enable the LEA to meet

its annual audit obligation under New Jersey Department of Treasury Circular No. 04-04-OMB. [7 CFR 3016.26 and N.J.S.A. 18A:23-1].

#### H. BREACH BY FSMC / REMEDIES, SANCTIONS

- 1) In the event of the FSMC's nonperformance under this contract and/or its violation or breach of the contract terms, the LEA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate. [7CFR 3016.36(i)(1)].

#### I. TERMINATION

- 1) The LEA or the FSMC may cancel this contract for cause by giving 60 days' written notification. [7CFR 210.16(d)].
- 2) The LEA or the FSMC may terminate this contract at any time if its fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, flood, acts of God, or any acts not within its control and which, by the exercise of due diligence, it was unable to prevent. In such event, the LEA or FSMC, as the case may be, shall give written notice to the other party setting forth the reason for and the effective date of termination. Neither party shall be liable for any loss or penalty upon such termination, except payment for services rendered prior to the termination date. [7CFR 3016.36(i)(2)].

#### J. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

- 1) Prior to entering into this contract, the FSMC provided the LEA with a current Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue or, at the option of the LEA, with sufficient information for the LEA to verify proof of business registration of the FSMC through a computerized system maintained by the State of New Jersey.
- 2) The FSMC shall provide written notice to its subcontractors, if any, of the responsibility to submit proof of business registration to the FSMC. Before final payment on this contract is made by the LEA, the FSMC shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of this contract, or shall attest that no subcontractors were used.
- 3) For the term of this contract, the FSMC and each of its affiliates shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, P.L.1966, c.30 (C.52:32B-1 *et seq.*) on all sales of tangible personal property delivered into New Jersey. [N.J.S.A. 52:32-44].

#### K. POLITICAL CONTRIBUTION DISCLOSURE (all contracts in amount of \$17,500 or greater)

- 1) Included in its response to the LEA's Invitation to Bid or Request for Proposal, the FSMC signed and submitted a Political Contribution Disclosure Form listing the information set forth in N.J.S.A. 19:44A-20:26. [N.J.A.C. 6A:23A-6.3].
- 2) During the term of this contract, the FSMC and any person or business entity having an interest in the FSMC, shall not make any contribution reportable under N.J.S.A. 19:44A-1 *et seq.* to any member of the board of education of the LEA. [N.J.A.C. 6A:23A-6.3]



L. DEBARMENT / SUSPENSION CERTIFICATE

- 1) Included in its response to the LEA's Invitation to Bid or Request for Proposal, the FSMC signed and submitted a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. [7CFR 3017.355].
- 2) The FSMC shall provide immediate written notice to the LEA if it learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances. [7CFR 3017.365].

M. CERTIFICATION REGARDING LOBBYING

- 1) Included in its response to the LEA's Invitation to Bid or Request for Proposal, the FSMC signed and submitted a Certification Regarding Lobbying and, if applicable, a Standard Form LLL – Disclosure of Lobbying Activities.
- 2) During the term of this contract the FSMC, shall file with the LEA a Standard Form LLL – Disclosure of Lobbying Activities at the end of each calendar quarter in which any event occurs that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the FSMC. [7CFR 3018.110].

N. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- 1) Prior to entering into this contract, the LEA and the FSMC executed a Certificate of Independent Price Determination, certifying that the prices in the offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 2) The Certificate of Independent Price Determination shall be kept on file with the signed contract at the LEA.

O. CONSTRUCTION AND EFFECT

The LEA and the FSMC agree that Article I of this Addendum is intended to comply with applicable federal and State procurement and USDA program requirements. In the event that any provision contained in Article I should conflict with any other provision contained in this contract or any attachment to this Addendum, the provisions of Article I shall control.

## Article II: Additional Contract Language

A. DEFINED TERMS: Article II, Section B of the Agreement is hereby amended by adding the following:

- 1) "Interest Rate": The lesser of either (i) 1.5% per month, or (ii) the maximum rate permitted by law. The District acknowledges that it cannot pay any interest from the Food Service Program fund."

B. FISCAL ARRANGEMENTS:

- 1) Number of Meals: Article II, Section M.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The food service management company's allowance for its General and Administrative Expense and Management Fee is based on an anticipated service per school year of 1,012,153 National School Lunch Program meals and 98,544 National School Breakfast Program meals and 411,974 Meal Equivalents. The projected number of meals to be served by the food service management company in the Current Year is based on the meal counts provided by Local Education Agency to the food service management company as part of the request for proposal process. Local Education Agency represents and warrants that the actual meal count data as provided to the food service management company is true and correct."

C. BREACH OF CONTRACT: Article I, Section M.1 of the Agreement is hereby amended by adding the following: "In the event of the LEA's nonperformance under this contract and/or its violation or breach of the contract terms, the FSMC shall have the right to pursue all administrative, contractual, and legal remedies against the LEA, and shall have the right to seek all sanctions and penalties as may be appropriate."

D. TERMINATION:

- 1) In addition to the terms in Article I, Section I.1 of this Addendum, either party may terminate this Agreement at any time for convenience by giving at least sixty (60) days' written notice to the other party of its intention to terminate as of the date specified in the notice.
- 2) In addition to the terms in Article I, Section I.1 of this Addendum, if, at any time, ARAMARK or Local Education Agency shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable Local Education Agency to carry out its financial obligation to ARAMARK, then ARAMARK or Local Education Agency shall have the option to terminate this Agreement by giving ten (10) days' written notice to the other party.
- 3) In addition to the terms in Article I, Section I.2 of this Addendum, the LEA and FSMC may terminate this contract at any time if its fulfillment of the terms of the contract shall be delayed or prevented by strike or other work stoppages, or riot or other disorder.

E. PAYMENT TERMS: Article II, Section N.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Payment Terms: All invoices submitted by ARAMARK to Local Education Agency shall be paid within ten (10) days of the invoice date. In the event invoices are not paid within twenty-five (25) days of the invoice date, interest shall be charged on each invoice at the Interest Rate from the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, Local Education Agency agrees to pay ARAMARK's reasonable attorney's fees and other costs allowed by law.

The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within ten (10) days of the invoice date. Local Education Agency cannot pay interest charges or legal expenses associated with the payment terms stated herein from the Local Education Agency's food service account."

F. ENTIRE AGREEMENT AND AMENDMENTS: Article II, Section Q of the Agreement is hereby deleted in its entirety and replaced with the following:

"This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement and there are no misunderstandings, representations or agreements, oral or written, express or implied other than those set forth herein. Consistent with Article I, Section O of this Addendum, the terms of Article II are additions to and clarifications of Article I and should be read to minimize conflict between Article I and Article II. The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties. Obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement."

G. STATE AGENCY APPROVAL: By executing this Agreement, the Local Education Agency represents and warrants to ARAMARK that it has complied with the requirements of 7 CFR 210.16(a)(9) and (10) and has obtained the requisite approvals of the New Jersey Department of Agriculture.

H. EXHIBITS. The following Exhibits to the Agreement are revised and updated and are attached hereto: Exhibit A- Proposed Operating Budget and Exhibit B- ARAMARK Methodologies.

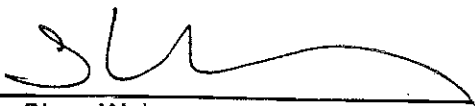
I. AGREEMENT TO REMAIN IN EFFECT. In all other respects, the Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be signed by their duly authorized representatives the day and year first above written.

**UNION TOWNSHIP PUBLIC SCHOOLS**

**ARAMARK EDUCATIONAL SERVICES, LLC**

By: \_\_\_\_\_  
Name: James Damato  
Title: Board Secretary

By:   
Name: Steve Weiser  
Title: Vice President

Date: \_\_\_\_\_

Date: 9-27-11

**EXHIBIT A**  
**(Attached)**



ACCOUNT NAME	Client Budget												TOTAL
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
<b>REVENUE</b>													
SALES	0	0	264,299	344,869	325,728	326,206	264,299	266,866	412,340	268,308	326,206	261,035	3,060,076
<b>TOTAL REVENUE</b>	<b>0</b>	<b>0</b>	<b>264,299</b>	<b>344,869</b>	<b>325,728</b>	<b>326,206</b>	<b>264,299</b>	<b>266,866</b>	<b>412,340</b>	<b>268,308</b>	<b>326,206</b>	<b>261,035</b>	<b>3,060,076</b>
<b>COST OF FOOD</b>													
<b>TOTAL COST OF FOOD</b>	<b>0</b>	<b>0</b>	<b>83,781</b>	<b>112,804</b>	<b>105,851</b>	<b>106,266</b>	<b>83,781</b>	<b>84,869</b>	<b>137,658</b>	<b>84,990</b>	<b>106,266</b>	<b>82,541</b>	<b>988,807</b>
<b>LABOR</b>													
SALARIES, WAGES	0	0	119,149	107,748	102,389	126,776	97,020	102,390	147,601	86,284	118,484	129,287	1,129,109
PAYROLL TAXES	0	0	14,012	13,314	12,528	13,085	13,542	14,271	20,549	11,741	14,047	16,709	147,858
BENEFITS	0	0	18,352	11,230	10,855	12,945	10,479	10,855	14,822	9,728	11,982	13,400	124,648
<b>TOTAL LABOR</b>	<b>0</b>	<b>0</b>	<b>151,513</b>	<b>132,292</b>	<b>125,772</b>	<b>148,806</b>	<b>121,041</b>	<b>127,506</b>	<b>182,972</b>	<b>107,753</b>	<b>146,513</b>	<b>157,396</b>	<b>1,401,615</b>
<b>DIRECT</b>													
RENT / EQUIPMENT	0	0	903	301	301	301	301	301	301	301	301	301	2,612
MAINTENANCE / REPAIR	0	0	750	250	250	250	250	250	250	250	250	250	3,000
VEHICLE EXPENSES	0	0	1,899	633	633	633	633	633	633	633	633	633	7,600
SUPPLIES	0	0	14,411	18,323	17,643	18,071	15,546	15,610	21,179	15,610	17,719	15,745	169,882
TRAVEL & ENTERTAINMENT	0	0	249	83	83	83	83	83	83	83	83	83	1,000
TRAINING	0	0	750	250	250	250	250	250	250	250	250	250	3,000
DEPRECIATION	0	0	151	51	51	51	51	51	51	51	51	51	561
OTHER EXPENSES	0	0	21,869	11,908	13,570	13,238	13,232	13,570	16,920	12,556	14,584	15,297	150,716
<b>TOTAL DIRECT</b>	<b>0</b>	<b>0</b>	<b>46,984</b>	<b>33,799</b>	<b>33,783</b>	<b>34,869</b>	<b>30,346</b>	<b>30,768</b>	<b>39,667</b>	<b>29,734</b>	<b>33,871</b>	<b>31,570</b>	<b>339,391</b>
<b>ADMIN &amp; MGMT FEES</b>													
<b>TOTAL ADMIN &amp; MGMT FEES</b>	<b>0</b>	<b>0</b>	<b>24,499</b>	<b>31,120</b>	<b>29,394</b>	<b>29,857</b>	<b>24,499</b>	<b>24,640</b>	<b>38,386</b>	<b>24,318</b>	<b>29,857</b>	<b>33,899</b>	<b>280,169</b>
<b>CLIENT RETURN(SUBSIDY)</b>													
<b>CLIENT RETURN(SUBSIDY)</b>	<b>0</b>	<b>0</b>	<b>(36,498)</b>	<b>34,854</b>	<b>31,937</b>	<b>6,408</b>	<b>4,632</b>	<b>(917)</b>	<b>13,777</b>	<b>21,613</b>	<b>9,659</b>	<b>(25,371)</b>	<b>50,894</b>
<b>TOTAL SALES</b>	<b>0</b>	<b>0</b>	<b>264,299</b>	<b>344,869</b>	<b>325,728</b>	<b>326,206</b>	<b>264,299</b>	<b>266,866</b>	<b>412,340</b>	<b>268,308</b>	<b>326,206</b>	<b>261,035</b>	<b>3,060,076</b>
<b>BILLABLE MEALS</b>													
<b>TOTAL BILLABLE MEALS</b>	<b>0</b>	<b>0</b>	<b>133,150</b>	<b>169,129</b>	<b>158,751</b>	<b>162,270</b>	<b>133,150</b>	<b>133,917</b>	<b>207,534</b>	<b>131,621</b>	<b>162,270</b>	<b>129,886</b>	<b>1,511,681</b>
<b>OPERATING DAYS</b>													
<b>TOTAL OPERATING DAYS</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>18</b>	<b>17</b>	<b>20</b>	<b>16</b>	<b>17</b>	<b>25</b>	<b>14</b>	<b>20</b>	<b>16</b>	<b>179</b>
<b>FOOD STATISTICAL</b>													
<b>TOTAL FOOD STATISTICAL</b>	<b>0</b>	<b>0</b>	<b>77,143</b>	<b>75,659</b>	<b>72,803</b>	<b>71,606</b>	<b>62,668</b>	<b>62,399</b>	<b>84,833</b>	<b>64,341</b>	<b>71,606</b>	<b>61,864</b>	<b>61,884</b>
<b>FTEs</b>													
<b>TOTAL FTEs</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>53</b>	<b>50</b>	<b>47</b>	<b>47</b>	<b>50</b>	<b>59</b>	<b>42</b>	<b>59</b>	<b>38</b>	<b>38</b>

## EXHIBIT B

### 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 year's 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 level 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 year's 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 2011-2012 School Year of 42%. 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.

Appendix F

CERTIFICATION REGARDING LOBBYING

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

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

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

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

ARAMARK Educational Services, LLC

Food Service Management Company

1101 Market Street

Address of Food Service Management Company

Philadelphia PA 19107

Town State Zip Code

Steve Weiser

Name of Submitting Official

Vice President

Title of Submitting Official

[Handwritten Signature]

Signature

9-27-11

Date



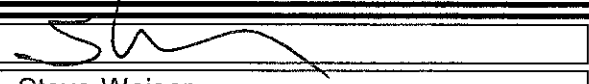
**\*NOT APPLICABLE\***

Appendix G

**DISCLOSURE OF LOBBYING ACTIVITIES**

Check if not applicable and complete box 16

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Actions</b> <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<b>3. Report Types:</b> <input type="checkbox"/> a. initial filing b. material change  <b>For Material Change Only:</b> Year: <input type="text"/> Quarter: <input type="text"/> Date of last report: <input type="text"/>																		
<b>4. Name and Address of Reporting Entity:</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">Prime</td> <td style="width:33%;">Subawardee Tier</td> <td style="width:33%;">If known</td> </tr> </table> Congressional District, if known: <input type="text"/>		Prime	Subawardee Tier	If known	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: <input type="text"/>															
Prime	Subawardee Tier	If known																		
<b>6. Federal Department/Agency:</b>  <input type="text"/>		<b>7. Federal Program Name/Description</b>  CFDA Number, if applicable: <input type="text"/>																		
<b>8. Federal Action Number, if known:</b>  <input type="text"/>		<b>9. Award Amount, if known:</b> \$ <input type="text"/>																		
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):  <input type="text"/>		<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  <input type="text"/>																		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)																				
<b>11. Amount of Payment</b> (check all that apply): \$ <input type="text"/> actual <input type="checkbox"/> planned <input type="checkbox"/>		<b>13. Type of Payment</b> (check all that apply): <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>a.</td><td>retainer</td><td><input type="checkbox"/></td></tr> <tr><td>b.</td><td>one-time fee</td><td><input type="checkbox"/></td></tr> <tr><td>c.</td><td>commission</td><td><input type="checkbox"/></td></tr> <tr><td>d.</td><td>contingent fee</td><td><input type="checkbox"/></td></tr> <tr><td>e.</td><td>deferred</td><td><input type="checkbox"/></td></tr> <tr><td>f.</td><td>other, specify:</td><td><input type="text"/></td></tr> </table>	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:	<input type="text"/>
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:	<input type="text"/>																		
<b>12. Form of Payment</b> (check all that apply): <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>a.</td><td>cash</td><td><input type="checkbox"/></td></tr> <tr><td>b.</td><td>in-kind; specify: nature value</td><td><input type="text"/></td></tr> </table>		a.	cash	<input type="checkbox"/>	b.	in-kind; specify: nature value	<input type="text"/>													
a.	cash	<input type="checkbox"/>																		
b.	in-kind; specify: nature value	<input type="text"/>																		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment indicated on item 11:</b>  <input type="text"/>																				
(attach Continuation Sheet(s) SF-LLL-A, if necessary)																				
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>																				
<b>16. Information requested through this form is authorized by title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		Signature:  Print Name: Steve Weiser Title: Vice President Telephone No.: 215-238-3000 Date: 9-27-11																		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL																		

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," 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 which 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.

### CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
  - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Food Service Management Company certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  - (2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

ARAMARK Educational Services, LLC  
*NAME OF FOOD SERVICE MANAGEMENT COMPANY*

  
*SIGNATURE OF FOOD SERVICE MANAGEMENT COMPANY'S AUTHORIZED REPRESENTATIVE*

Vice President  
*TITLE*

9-27-11  
*DATE*

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

*NAME OF LOCAL EDUCATION AGENCY*

*SIGNATURE OF AUTHORIZED REPRESENTATIVE*

*TITLE*

*DATE*

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

CERTIFICATION FORM FOR PROTOTYPE  
FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT/ADDENDUM

Local Education Agency (LEA):	UNION TOWNSHIP PUBLIC SCHOOLS		
Address:	2350 N. 3 <sup>rd</sup> Street		
	Union, NJ 07083		
Phone:	908-688-8226	Fax:	
Contact Person:	James Damato	Title:	Board Secretary
Agreement #:		School Year:	2011- 2012
Food Service Management Company :	ARAMARK Educational Services, LLC		

The LEA and FSMC certify that the prototype FSMC contract/addendum approved by the state agency has been executed without changes for the **2011- 2012** school year.

LEA <i>Original</i> Signature	James Damato Printed Name	_____ Date
FSMC <i>Original</i> Signature	Steve Weiser Printed Name	9-27-11 Date

## UNITED STATES DEPARTMENT OF AGRICULTURE

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

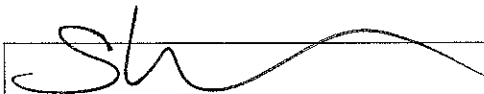
- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.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

**ARAMARK Educational Services, LLC**

**FSMC Name**

**Steve Weiser, Vice President**

**Name and Title of Authorized FSMC Representative**



**FSMC Signature**

9-21-11

**Date**

Form AD - 1048 (2/89)

## **INSTRUCTIONS FOR DEBARMENT CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at anytime the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.