

# FOOD SERVICE MANAGEMENT COMPANY

## AGREEMENT

### SCHOOL DISTRICT(S)

Newport Public Schools

**AGREEMENT NUMBER**                      **2017-2018**

---

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

Further, the Rhode Island Department of Education does not discriminate on the basis of age, sex, sexual orientation, gender identity/expression, race, color, religion, national origin or disability. To file a complaint of discrimination with the State of Rhode Island, write to the Rhode Island Department of Education, Director, Office of Equity and Access, 255 Westminster Street, Providence, RI 02903 or call (401) 222-8979.

**ATTACHMENTS**

**MEAL EQUIVALENT DETERMINATION FORMULA-SCHEDULE A**

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
CERTIFICATION**

**CERTIFICATION REGARDING LOBBYING**

## FOOD SERVICE MANAGEMENT AGREEMENT RENEWAL

This Management Agreement Renewal (“Renewal”) is made and entered into as of this 1st day of July, 2017, by and between Newport Public Schools (the “Local Education Authority” or “LEA”) and Compass Group USA Inc. by and through its Chartwells Division (the “Food Service Management Company” or “FSMC”)(collectively, the “Parties”).

WHEREAS, the LEA and FSMC entered into a Food Service Management Agreement, dated July 1, 2016, whereby the FSMC was retained to manage and operate the Food Service for the LEA;

WHEREAS, the parties now desire to exercise a one (1) year renewal of the aforesaid Food Service Management Agreement;

NOW, THEREFORE, in consideration of the provisions contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. Article 2 is deleted and the following substituted;

Contract Year- July 1, 2017-June 30, 2018.

Also, any and all references to the 2016-2017 year shall be changed to 2017-2018.

2. Article 2 TERM is deleted and the following substituted;

CONTRACT DURATION: The Term of the Agreement is one (1) year, commencing on July 1, 2017 and continuing until June 30, 2018.

3. Section 6.15 The 'Debarment, Suspension, Ineligibility and Voluntary Exclusion' Certification is updated and attached.
4. Section 6.16 'Certification Regarding Lobbying' is updated and attached.
5. 7.3 The LEA shall pay the FSMC a General Support Services Fee in an amount equal to \$1203 multiplied by the total of “Reimbursable Meal Equivalents” and “Meal Equivalents” served, computed for each Accounting Period and included in the invoice for Direct Operating Costs.  
  
7.4 MANAGEMENT SERVICES FEE: The LEA shall pay the FSMC a Management Services Fee in an amount equal to \$0466 multiplied by the total of “Reimbursable Meal Equivalents” and “Meal Equivalents” served, computed for each Accounting Period, and included in the invoice for Direct Operating Costs.
6. The second sentence of Article 7.5 is to be deleted and the following is substituted in its place:  
  
7.5 GUARANTEED RETURN: The FSMC guarantees that the LEA shall receive a surplus of One hundred and seven thousand and ninety five dollars. (\$107,095).

7. This Renewal is effective July 1, 2017. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.
8. An unsigned copy of this Agreement Renewal will be submitted no later than May 15, 2017 to RIDE's Office of Finance, Nutrition Programs for their review and approval. After approval, a signed copy of the Agreement Renewal will be submitted no later than June 30, 2017.

**Participating LEA:**

Newport Public Schools  
Colleen Burns Jermain – Superintendent of Schools  
109 Old Fort Rd.  
Newport, RI

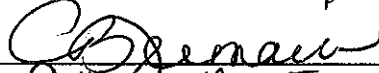
**FSMC:**

Compass Group USA, Inc.  
ATTN: CEO, Chartwells K-12  
2 International Drive  
Rye Brook, NY 10573

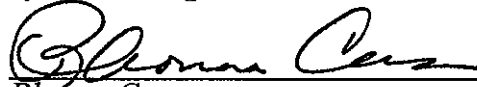
**Newport School District  
2017-2018 School Year**

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

**Newport Public Schools (LEA)**

By:   
Name (printed): Colleen B. Jermain  
Title: Newport Public Schools, Superintendent  
Date: 9/31/17

**Compass Group USA, Inc.  
by and through its Chartwells Division (FSMC)**

By:   
Name (printed): Rhonna Cass  
Title: CEO, Chartwells K-12  
Date: 7/12/17

**SCHEDULE A**

**MEAL EQUIVALENT DETERMINATION FORMULA**

Current Year USDA Rate of Reimbursement per "Free" Lunch (as of July 1, 2013)	\$3.16
Current Year Per Meal State- Match Reimbursement Rate (as of 7/2013)	\$0 .0475
Current Year Value of USDA Entitlement for Donated Foods Per Lunch (as of July 1, 2013)	\$0.2300
Current Year Value of USDA Bonus Donated Foods Per Lunch	\$0.01
MEAL EQUIVALENT	\$3.4475

U. S. DEPARTMENT OF AGRICULTURE

---

***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, 7 CFR Part 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published a Part IV of the January 30, 1989, Federal Register (pages 4722-4733), and Part II of the November 26, 2003 Federal Register (pages 66533-66646). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

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. 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.

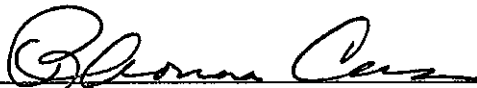
Compass Group USA, Inc., by and through its Chartwells Division

Organization Name

PR/Award Number or Project Name

Rhonna Cass, CEO, Chartwells K-12

Name and Title of Authorized Representative



Signature

7/12/17

Date

**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, an 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, an 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.

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

2 International Drive, Rye Brook, NY 10573  
Name/Address of Organization

Rhonna Cass, CEO, Chartwells K-12  
Name/Title of Submitting Official

  
Signature

7/12/17  
Date



**NOT APPLICABLE**

**DISCLOSURE OF LOBBYING ACTIVITIES**

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> _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> _____ a. initial filing b. material change  For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee _____ Tier, if known:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10a. Name and Address of Lobbying Entity:</b> (if individual, last name, first name, middle)   (Attach Continuation Sheet(s))	<b>10b. Individuals Performing Services</b> (including address if different from No. 10,a.) (last name, first name, middle)   SF-LLL-A, if necessary	
<b>11. Amount of Payment</b> (check all that apply): \$ _____ ___ Actual ___ Planned	<b>12. Form of Payment</b> (check all that apply): ___ a. cash ___ b. in-kind; specify:  Nature _____ Actual _____	
<b>13. Type of payment</b> (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify: _____	<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service,</b> including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:   (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	
<b>15. Are Continuation Sheet(s) SF-LLL-A Attached:</b>	Yes _____ (Number _____)	No <u>X</u> _____
<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: _____ Rhonna Cass Title: _____ CEO, Chartwells K-12 Telephone: _____ 914-935-5300 Date: _____ 7/12/17	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form -- LLL	