

**FOOD SERVICE MANAGEMENT COMPANY**  
**AGREEMENT**

**SCHOOL DISTRICT(S)**

**Newport Public Schools**

**AGREEMENT NUMBER**            **15-16**

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**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, 2015, by and between Newport School Department the Local Education Authority (LEA) and Compass Group USA Inc. by and through its Chartwells Division, the Food Service Management Company (FSMC).

WHEREAS, the Newport School Department, SFA and Chartwells, FSMC entered into a Food Service Management Agreement, dated July 1, 2011 whereby the FSMC was retained to manage and operate the Food Service for the SFA;

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 3.4 is deleted and the following substituted;

Contract Year- July 1, 2015-June 30, 2016.

Also, any and all references to the 2014-2015 year shall be changed to 2015-2016.

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, 2015 and continuing until June 30, 2016.

3. Section I 'The 'Debarment, Suspension, Ineligibility and Voluntary Exclusion' Certification is updated and attached.

4. Section J 'Certification Regarding Lobbying' is updated and attached.

5. The first paragraph of Article 7.5 is to be deleted and the following is substituted in its place.

7.5 GUARANTEED RETURN: FSMC guarantees that the return to the LEA from the food service program for the 2015-2016 school year will be break even ("Guaranteed Return"). If the annual operating statement shows a return less than break even, FSMC will reduce its combined Management and General Support Services Fee by the difference between the actual return and the Guaranteed Return. Provided, however if the actual return is a loss, the FSMC will pay to the LEA such loss in an amount not to exceed the difference between the actual return and the guaranteed return but in no event to exceed Thirty Thousand Dollars (\$30,000.00).

6. This Renewal is effective July 1, 2015. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

7. An unsigned copy of this Agreement Renewal will be submitted no later than May 15, 2015 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, 2015.

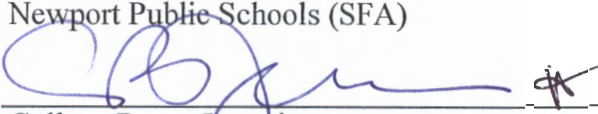
Participating SFA's:


Newport Public Schools  
Colleen Burns Jermain – Superintendent of Schools  
15 Wickham Rd  
Newport, RI 02840

Chartwells: Chartwells  
ATTN: President-Schools  
3 International Drive  
Rye Brook, NY 10573

**Newport School District  
2015-2016 School Year**

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

By:   
Name (printed): Colleen Burns Jermain  
Title: Newport Public Schools, Superintendent  
Date: \_\_\_\_\_

Compass Group USA, Inc. by and  
through its Chartwells Division  
By:   
Name (printed): Rhonna Cass  
Title: President – Schools  
Date: 6/23/15

**MEAL EQUIVALENT DETERMINATION FORMULA**

Current Year USDA Rate of Reimbursement per "Free" Lunch (as of July 1, 2013)	\$2.98
Current Year Per Meal State- Match Reimbursement Rate (as of 7/2013)	\$0 .04750
Current Year Value of USDA Entitlement for Donated Foods Per Lunch (as of July 1, 2013)	\$0.2475
Current Year Value of USDA Bonus Donated Foods Per Lunch	\$0.01
MEAL EQUIVALENT	\$3.285

**U.S. DEPARTMENT OF AGRICULTURE**

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

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR 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.

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

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Organization Name

PR/Award Number or Project Name

Rhonna Cass, President-Schools

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Name(s) and Title of Authorized Representative(s)



6/22/15

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Signature(s)

Date

## Instructions for Certification

1. Be 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 whom this proposal is submitted if at any time 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 and 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 it 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 Non-procurement 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.

## CERTIFICATION REGARDING LOBBYING

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

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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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Compass Group USA, Inc., by and through its Chartwells Division  
3 International Drive, Rye Brook, NY 10573

**Name/Address of Organization**

Rhonna Cass, President-Schools

**Name/Title of Submitting Official**



**Signature**

6/22/15

**Date**