

FOOD SERVICE MANAGEMENT COMPANY

AGREEMENT RENEWAL

School Year 2021-2022

SCHOOL DISTRICT: **Providence Public Schools**

AGREEMENT NUMBER: **28190**

**RHODE ISLAND DEPARTMENT OF EDUCATION
OFFICE OF STATEWIDE EFFICIENCIES
CHILD NUTRITION PROGRAMS**

The Program providers hereby agree that they will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the program applicant agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency.

ATTACHMENTS

SCHEDULE P – PREMISES

SCHEDULE Q – MEAL EQUIVALENT DETERMINATION FORMULA

SCHEDULE R - PROJECTED FOOD SERVICE BUDGET

SCHEDULE S - ESTABLISHED SELLING PRICES

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION CERTIFICATION

CERTIFICATION REGARDING LOBBYING

DISCLOSURE OF LOBBYING ACTIVITIES FORM AND INSTRUCTIONS

DISTRICT CONTRACT RENEWAL

This District Contract Renewal (“Renewal”) is made and entered into as of this 1st day of July, 2021 by and between **Providence Public Schools**, the Local Education Agency (“LEA”) and **Sodexo Management, Inc.**, the Food Service Management Company (hereinafter referred to as “FSMC”).

WHEREAS, the LEA and FSMC entered into a District Contract, dated July 1, 2020 (as amended, the “District Contract”) whereby FSMC was retained to manage and operate the Food Service Program for the LEA; and

WHEREAS, in accordance with Articles 4.2 and 11.4 of the District Contract, the parties now desire to renew and amend the District Contract, as set forth herein;

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

1. The second paragraph of Article 1 of the District Contract is deleted and the following substituted:

“The FSMC agrees to provide all meals and services in the following Child Nutrition Programs (check all that apply):

- | | |
|---------------|---|
| <u> X </u> | Fresh Fruit and Vegetable Program (“FFVP”) |
| <u> X </u> | National School Lunch Program (“NSLP”) |
| <u> X </u> | School Breakfast Program (“SBP”) |
| <u> X </u> | After School Snack Program (“ASSP”) |
| <u> </u> | Special Milk Program (“SMP”) |
| <u> X </u> | Summer Food Service Program (“SFSP”) |
| <u> X </u> | Child and Adult Care Food Program (“CACFP”) |

and to operate the non-profit school food service program on the “Premises” of the LEA. “Premises” are defined as the Food Service facilities as set forth in Schedule N.”

2. Article 2 of the District Contract is deleted and the following substituted:

“TERM: The term of the District Contract is one (1) year, commencing on July 1, 2021 and continuing until June 30, 2022”

3. Section 6.15. The “Debarment, Suspension, Ineligibility and Voluntary Exclusion” certification is updated and attached.
4. Section 6.16. The “Certification Regarding Lobbying” is updated and attached.
5. Section 6.17. The “Disclosure of Lobbying Activities” is updated and attached.

6. Section 7.3. The amount of the General Support Services Fee is deleted and the following substituted: an amount equal to **\$0.1274** 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. Section 7.4. The amount of the Management Services Fee is deleted and the following substituted: an amount equal to **\$0.0490** 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.
8. **INSERT AS APPLICABLE:**

Section 7.5 of the District Contract is deleted and the following substituted:

The LEA and FSMC shall work together to ensure a financially sound operation.

The FSMC guarantees that the LEA shall receive a surplus of **\$1,200,000**. If the surplus for the Food Service Program falls short of the aforementioned amount, the FSMC shall pay the difference to the LEA, with the amount of any such payment not to exceed the total of the FSMC’s Management Services Fee and General Support Services Fee. Any Guaranteed Return received by the LEA must remain in the nonprofit food service account.

9. Section 7.9, Paragraph 15 is updated as follows: The amounts used for the applicable minimum number of full service days where breakfast and lunch are served for the Contract Year are deleted and the following substituted: Elementary: 180 days; Middle/Jr.: 180 days and High School: 180 days.

Section 7.9, Paragraph 16 is updated as follows: The amount used for the minimum number of full service days where ASSP and/or CACFP meals are served for the Contract Year is deleted and the following substituted: 180.
10. Section 7.9, Paragraph 17 is updated as follows: The amount used for the average daily student enrollment for the Contract Year is deleted and the following substituted: 22,308.
11. Section 7.9, Paragraph 18 is updated as follows: The amount used for the average daily student attendance is deleted and the following substituted: 90%.
12. Schedule P is deleted and replaced with the attached Schedule P – Premises.
13. Schedule O “Meal Equivalent Determination Formula” is deleted and replaced with the attached Schedule Q
14. Schedule P “Projected Food Service Budget” is updated and replaced with attached Schedule R – Projected Food Service Budget.

15. Schedule Q “Established Selling Price For the Contract Year” is deleted and replaced with the attached Schedule S – Established Selling Prices.
16. This Renewal is effective as of July 1, 2021. This Renewal, together with the exhibits and attachments hereto, supplements and amends the District Contract, but only to the extent expressly set forth herein. All other terms and conditions of the District Contract shall remain unchanged and remain in full force and effect. All capitalized terms used but not otherwise defined in this Renewal shall have the meanings ascribed to such terms in the District Contract.
17. This Renewal may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. By signing below, each signatory warrants and represents that he/she has all requisite authority to (a) enter into this Agreement on behalf of its principal and (b) enable such principal to perform its respective obligations hereunder.
18. An unsigned copy of this Agreement Renewal will be submitted no later than May 31, 2021 (or such other date as RIDE may approve or permit upon written request) to RIDE's Office of Statewide Efficiencies, Nutrition Programs for review and approval. After approval, a signed copy of the Agreement Renewal will be submitted no later than June 30, 2021 (or such other date as RIDE may approve or permit upon written request).

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

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

Providence Public Schools (LEA)

By: _____

Name (printed): Harrison Peters

Title: Superintendent

Date: _____

Approved as to form and correctness:

Charles A. Ruggerio, Esq.
General Counsel and Deputy City Solicitor

Sodexo Management, Inc. (FSMC)

By: _____

Name (printed): Michael Grey

Title: Vice President

Date: _____

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

SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR 200.212 by doing any one of the following:

- *Checking the Excluded Parties List found at the System for Award Management www.SAM.gov;*
- *Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;*
- *Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;*
- *Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-866-705-5711 or visit their website at <https://eupdate.dnb.com/requestoptions.asp>. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance...*

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 2 CFR 200.212 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, Federal Register (pages 78590-78691). Copies of the regulations may be obtained by contacting by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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.
- 3.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Instructions for 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 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 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.

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.
- (4)

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. <i>Type of Federal Action:</i></p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee</p>	<p>2. <i>Status of Federal Action:</i></p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. <i>Report Type:</i></p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p><i>For Material Change Only:</i> year _____ quarter _____ date of last report _____</p>
<p>4. <i>Name and Address of Reporting Entity:</i></p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known:</p>	<p>5. <i>If Reporting Entity in No. 4 is subawardee, Enter Name and Address of Prime:</i></p> <p>Congressional District, if known:</p>	
<p>6. <i>Federal Department/Agency:</i></p>	<p>7. <i>Federal Program Name/Description:</i> CFDA Number, if applicable: _____</p>	
<p>8. <i>Federal Action Number, if known:</i></p>	<p>9. <i>Award Amount, if known:</i></p>	
<p>10. <i>a. Name and Address of Lobbying Entity</i> (if individual, last name, first name, MI):</p>	<p><i>b. Individuals Performing Services (including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. <i>Amount of Payment (check all that apply):</i> \$ _____ actual _____ planned</p>	<p>13. <i>Type of Payment (check all that apply):</i></p> <p>a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other: specify _____</p>	
<p>12. <i>Form of Payment (check all that apply):</i></p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ value _____</p>		
<p>14. <i>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:</i></p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. <i>Continuation Sheet(s) SF-LLL-A attached:</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. <i>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 evidence was placed by the 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 semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</i></p>		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p><i>Authorized for Local Reproduction Standard Form LLL</i></p>

INSTRUCTION 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 the title 31 U.S.C. section 1352. The filing of a form is required for each payment or Agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity, Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier, Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 check "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 where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonable 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 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.