

Date of Original Contract July, 2018
Year of Renewal (Check) __1__ __2__ __3__ X 4

Contract Renewal Agreement for Vended Meal Services Nonprofit Food Service Program

This document contains the re-negotiated rates and fees for the furnishing of meals for nonprofit food service programs for the period beginning **July 1**, 2022, and ending **June 30**, 2023. The terms and conditions of the original contract are applicable to the contract renewal. Upon acceptance, this document shall constitute the contract renewal between the vendor and the school food authority (SFA).

The vendor shall not plead misunderstanding or deception because of the character, location, or other conditions pertaining to the contract.

PER MEAL PRICES MUST BE QUOTED AS IF NO USDA
COMMODITIES WILL BE RECEIVED

	2021-22 Rate	2022-23 Rate*	Percentage Increase**
1. Reimbursable breakfasts with milk	1. <u>\$1.54</u>	1. <u>\$1.63</u>	1. <u>6.0%</u>
2. Reimbursable breakfasts without milk	2. _____	2. _____	2. _____
3. Reimbursable breakfasts—meal rate fee	3. _____	3. _____	3. XXXXXXXX
4. Reimbursable lunches with milk	4. <u>\$3.08</u>	4. <u>\$3.26</u>	4. <u>6.0%</u>
5. Reimbursable lunches without milk	5. _____	5. _____	5. _____
6. Reimbursable lunches—meal rate fee	6. _____	6. _____	6. XXXXXXXX
7. Afterschool snacks	7. <u>\$0.77</u>	7. <u>\$0.81</u>	7. <u>6.0%</u>
8. Special milk	8. _____	8. _____	8. _____

***Rates must not be rounded up.** Do not exceed four decimal places.

****Percentage increase must not exceed the allowable increase established in the original contract.**



SLA Management, Inc.

Vendor

3217 Corrine Dr.

Street Address

Orlando

City

FL

State

32803

Zip Code

By submission of this proposed renewal agreement, the vendor certifies that, in the event they receive a renewal award under this solicitation, the vendor shall operate in accordance with all applicable current program regulations. This agreement shall not exceed one year.

A handwritten signature in black ink, appearing to read 'Blent'.

Authorized Signature

President/CEO

Title

6/9/2022

Date

Acceptance of Contract Renewal Agreement

KIPP Memphis Collegiate Schools

School Food Authority

04272018B

Agreement Number

Authorized Signature

Title

Date

Contract Renewal Agreement Certification Form 2022–23

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

A. SFA Information

Agreement Number (RCDT Code) 04272018B

SFA KIPP Memphis Collegiate Schools

Contractor Name SLA Management

B. General Contract Information

Contract Type: ☒ Vended

Programs: ☒ Lunch ☒ Breakfast ☐ Special Milk ☒ Afterschool Snack
☐ Seamless Summer Option ☐ Summer Food Service Program ☐ Child and Adult Care Food Program

C. Required Documentation

Submit copies of the following documents:

- *Contract Renewal Agreement*, signed by both parties;
- *Contract Renewal Agreement Certification Form 2022-2023*, signed by the SFA's authorized representative;
- *Food-Based Meal Pattern Contract Amendment*, if applicable, signed by both parties;
- Certification forms, as applicable, signed annually by the contractor:
 - If the annual contract is \$25,000 or more, provide a signed copy of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions*;
 - If the annual contract is over \$100,000, provide a signed copy of the *Certificate Regarding Lobbying—Contracts, Grants, Loans, and Cooperative Agreements*;
 - If the annual contract is over \$100,000 and any funds other than federally appropriated funds have been used for lobbying, provide a signed copy of the *Disclosure of Lobbying Activities*; and
- Any other amendments for non-material allowable contract changes accompanied by written justification for the amendment.

D. Contract Renewal Terms

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

- ☒ CPI–Food Away From Home (**December of current school year; see accompanying documentation**)
☐ CPI–All (insert month)
☐ CPI–Food (insert month)
☐ Other (specify) _____

E. Certification Statement

Under the provisions of the United States Department of Agriculture, Food and Nutrition Service, I certify as an authorized representative of the SFA/LEA that all information contained in the executed *Contract Renewal Agreement* and accompanying contract renewal documents is true and accurate.

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

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

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

Authorized Representative Signature

Title

Date

Mail, fax, or email to: **Office of School Nutrition**
 Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, TN 37243
 Fax: (615) 532-0362
 Email: Josh.Nunnally@tn.gov

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



Renewal Process

CPI Documentation (from original RFP) and Current-Year Verification

Synopsis: Each RFP for services contains a subsection describing the "...rates and fees that may be adjusted in subsequent contract terms." The adjustment of said rates and fees is a part of the contract renewal process.

RFP Reference: In section 15: Terms and Conditions, subsection 15.9, the KIPP Memphis RFP references the following CPI information:

15.9 The only rates and fees that may be adjusted in subsequent contract terms are the fixed rates and fixed fees contained herein. Before any fixed rate or fee adjustments can be implemented as part of a contract renewal agreement, the FSMC shall document to the SFA, through a written financial analysis, the need for such adjustments. Adjustment of all individual per meal fixed rates and applicable fees in subsequent contract terms must not exceed the percentage rate of change of the "Consumer Price Index for All Urban Consumers—Food Away From Home" annual rate for December of the current school year, as compared to the rate for December of the previous year. Percentage increases cannot be applied to any previous

contract term's total estimated or actual contract cost. The calculation method regarding the determination of à la carte equivalents, if applicable, is outlined in the "Meal Pricing" section of this contract.

CPI Reference: CPI Data was obtained from [this US Department of Labor website](#) and is included below with key highlighted information on pages 1, 2 and 3 for your convenience. Specifically, the CPI rate of increase which is 6.0% and has been applied to each fixed rate cost factor, reflected in each updated SY 2022-23 rate on page 1 of the contract renewal form.

*Note: rates are not rounded up; they can only be rounded down.



**Transmission of material in this release is embargoed until
8:30 a.m. (ET) January 12, 2022**

USDL-22-0018

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
Media Contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – DECEMBER 2021

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.5 percent in December on a seasonally adjusted basis after rising 0.8 percent in November, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 7.0 percent before seasonal adjustment.

Increases in the indexes for shelter and for used cars and trucks were the largest contributors to the seasonally adjusted all items increase. The food index also contributed, although it increased less than in recent months, rising 0.5 percent in December. The energy index declined in December, ending a long series of increases; it fell 0.4 percent as the indexes for gasoline and natural gas both decreased.

The index for all items less food and energy rose 0.6 percent in December following a 0.5-percent increase in November. This was the sixth time in the last 9 months it has increased at least 0.5 percent. Along with the indexes for shelter and for used cars and trucks, the indexes for household furnishings and operations, apparel, new vehicles, and medical care all increased in December. As in November, the indexes for motor vehicle insurance and recreation were among the few to decline over the month.

The all items index rose 7.0 percent for the 12 months ending December, the largest 12-month increase since the period ending June 1982. The all items less food and energy index rose 5.5 percent, the largest 12-month change since the period ending February 1991. The energy index rose 29.3 percent over the last year, and the food index increased 6.3 percent.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Dec. 2020 - Dec. 2021
Percent change

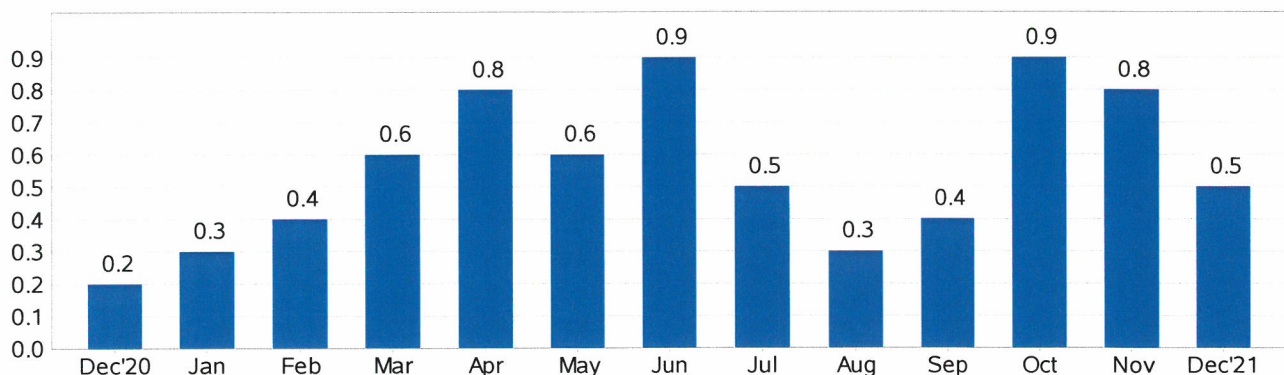


Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Dec. 2020 - Dec. 2021
Percent change

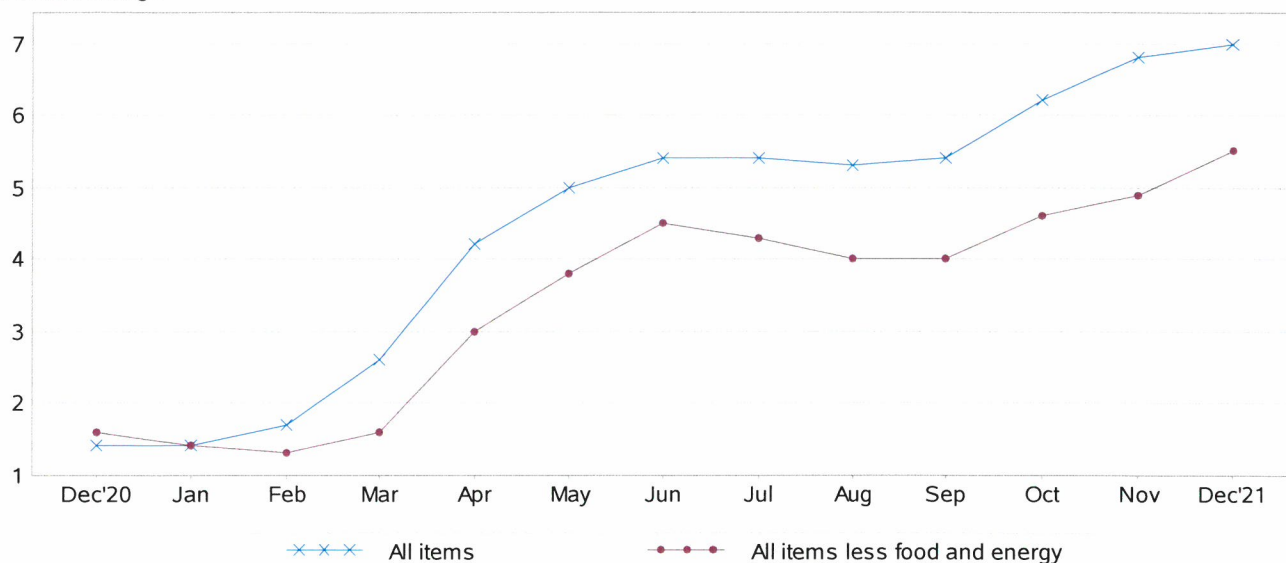


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un- adjusted 12-mos. ended Dec. 2021
	Jun. 2021	Jul. 2021	Aug. 2021	Sep. 2021	Oct. 2021	Nov. 2021	Dec. 2021	
All items.....	0.9	0.5	0.3	0.4	0.9	0.8	0.5	7.0
Food.....	0.8	0.7	0.4	0.9	0.9	0.7	0.5	6.3
Food at home.....	0.8	0.7	0.4	1.2	1.0	0.8	0.4	6.5
Food away from home ¹	0.7	0.8	0.4	0.5	0.8	0.6	0.6	6.0
Energy.....	1.5	1.6	2.0	1.3	4.8	3.5	-0.4	29.3
Energy commodities.....	2.6	2.3	2.7	1.3	6.2	5.9	-0.6	48.9
Gasoline (all types).....	2.5	2.4	2.8	1.2	6.1	6.1	-0.5	49.6
Fuel oil ¹	2.9	0.6	-2.1	3.9	12.3	3.5	-2.4	41.0
Energy services.....	0.2	0.8	1.1	1.2	3.0	0.3	-0.1	10.4
Electricity.....	-0.3	0.4	1.0	0.8	1.8	0.3	0.3	6.3
Utility (piped) gas service.....	1.7	2.2	1.6	2.7	6.6	0.6	-1.2	24.1
All items less food and energy.....	0.9	0.3	0.1	0.2	0.6	0.5	0.6	5.5
Commodities less food and energy								
commodities.....	2.2	0.5	0.3	0.2	1.0	0.9	1.2	10.7
New vehicles.....	2.0	1.7	1.2	1.3	1.4	1.1	1.0	11.8
Used cars and trucks.....	10.5	0.2	-1.5	-0.7	2.5	2.5	3.5	37.3
Apparel.....	0.7	0.0	0.4	-1.1	0.0	1.3	1.7	5.8
Medical care commodities ¹	-0.4	0.2	-0.2	0.3	0.6	0.1	0.0	0.4
Services less energy services.....	0.4	0.3	0.0	0.2	0.4	0.4	0.3	3.7
Shelter.....	0.5	0.4	0.2	0.4	0.5	0.5	0.4	4.1
Transportation services.....	1.5	-1.1	-2.3	-0.5	0.4	0.7	-0.3	4.2
Medical care services.....	0.0	0.3	0.3	-0.1	0.5	0.3	0.3	2.5

¹ Not seasonally adjusted.

Food

The food index increased 0.5 percent in December following larger increases in each of the three previous months. The food at home index increased 0.4 percent in December after rising 0.8 percent in November. Five of the six major grocery store food group indexes increased in December. The index for fruits and vegetables increased the most, rising 0.9 percent over the month as the index for fresh fruits increased 1.8 percent. The index for nonalcoholic beverages rose 0.8 percent in December, and the index for dairy and related products increased 0.7 percent. The index for other food at home rose 0.6 percent, and the index for cereals and bakery products increased 0.4 percent over the month.

The index for meats, poultry, fish, and eggs declined in December, falling 0.4 percent after rising at least 0.7 percent in each of the last 7 months. The indexes for beef (-2.0 percent) and pork (-0.8 percent) declined after recent sharp increases.

The food away from home index rose 0.6 percent in December, the same increase as in November. The index for full service meals rose 0.8 percent, and the index for limited service meals advanced 0.6 percent over the month.

The food at home index rose 6.5 percent over the last 12 months; this compares to a 1.5-percent annual increase over the last 10 years. All of the six major grocery store food group indexes increased over the period. By far the largest increase was that of the index for meats, poultry, fish, and eggs, which rose 12.5 percent over the year despite falling in December. The index for dairy and related products increased 1.6 percent, the smallest increase among the groups.

The index for food away from home rose 6.0 percent over the last year, the largest increase since January 1982. The index for limited service meals rose 8.0 percent over the last 12 months, and the index for full service meals rose 6.6 percent. The index for food at employee sites and schools, in contrast, declined 49.3 percent over the past 12 months, reflecting widespread free lunch programs.

Energy

The energy index declined 0.4 percent in December; this followed a 3.5-percent increase in November and was its first decrease since April 2021. The gasoline index fell 0.5 percent in December after rising 6.1 percent in both November and October. (Before seasonal adjustment, gasoline prices fell 2.2 percent in December.) The index for natural gas also declined in December, falling 1.2 percent after rising in each of the last 10 months. The electricity index, in contrast, rose in December, increasing 0.3 percent, the same increase as in November.

The energy index rose 29.3 percent over the past 12 months with all major energy component indexes increasing. The gasoline index rose 49.6 percent over the last year. The index for natural gas rose 24.1 percent over the last 12 months, and the electricity index rose 6.3 percent.

All items less food and energy

The index for all items less food and energy rose 0.6 percent in December. The shelter index increased 0.4 percent in December as the indexes for rent and owners' equivalent rent both rose 0.4 percent, the same increases as in November and October. The index for used cars and trucks continued to rise, advancing 3.5 percent in December after increasing 2.5 percent in each of the prior 2 months.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. 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;
- B. 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.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

SLA Management**04272018B**

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Brian Albertson, CEO

SIGNATURE(S)

DATE

6/9/22

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). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) 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.

CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying". This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.


As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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;


(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
SLA Management, Inc.	04272018B
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Brian Albertson, CEO	
SIGNATURE	DATE
	06/09/2022

Disclosure of Lobbying Activities

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

1. Type of Federal Action: <input checked="" type="radio"/> a. contract ____ b. grant ____ c. cooperative agreement ____ d. loan ____ e. loan guarantee ____ f. loan insurance	2. Status of Federal Action: ____ a. bid/offer/application ____ b. initial award <input checked="" type="radio"/> c. post-award	3. Report Type: NA ____ a. initial filing ____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime _____ Subawardee Tier _____, if Known: SLA Management 3217 Corrine Dr Orlando, FL 32803 Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: NA Congressional District, if known: _____	
6. Federal Department/Agency: USDA, FNS	7. Federal Program Name/Description: CNP: Reimbursable Meals CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ \$4,218,606	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): NA	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): NA	
11. 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.	Signature:  Print Name: Brian Albertson Title: CEO Telephone No.: 407-740-7677 Date: 6/9/22	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Kitchen Equipment List

Kitchen Equipment List	
Quantity	Item
Howell Campus	
2	Combo Steam Table/Cooler Units
1	Ice Maker
2	Warmers
1	Reach in Freezer - 3 Doors
1	Reach in Cooler - 6 Doors
6	Stainless Steel Prep Tables
1	Wooden Prep Table with Drawers
1	Single Burner Stove
1	Double Burner Stove with Oven
3	Ovens
2	Glass Door Coolers
1	3 Compartment Sinks for Dishes
2	2 Compartment Sinks for Food Prep
1	Walk in Freezer
1	Walk in Cooler
Henry Campus	
6	Freezers
3	Refrigerators
2	Ovens
2	Stove Tops
2	Warmers/Hotboxes
1	2 Compartment Sinks for Dishes
1	2 Compartment Sinks for Food Prep
4	Stainless Steel Prep Tables