

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

DRAFT contract - BVP SLA - JA reviewed 3.16

Main document changes and comments

Page 1: Deleted Beth Dowd 3/10/2022 2:48:00 PM

PROTOTYPE

Page 1: Commented [PJ1] Patroliia, Jessica 8/19/2021 10:52:00 AM

Remove before release

Page 1: Inserted Beth Dowd 3/10/2022 2:48:00 PM

Blackstone Valley Prep

Page 1: Commented [PJ2] Patroliia, Jessica 8/19/2021 11:17:00 AM

This contract template must be inserted into the RFP. Any core provisions of this template that the SFA wishes to change must be altered and approved by RIDE prior to the issuance of the solicitation (RFP); your legal council should have reviewed and revised this template as necessary prior to submission to RIDE for approval as part of the RFP process. The contract template included in the RFP should be left blank and is to be completed by the SFA and awarded FSMC after a vendor selection has been made through the RFP process.

Page 1: Commented [PJ3R2] Patroliia, Jessica 8/19/2021 11:19:00 AM

Any changes to the prototype document should be clearly marked via highlight or other means prior to submitting to RIDE for approval.

Page 1: Deleted Beth Dowd 3/10/2022 2:48:00 PM

2022-2023

Page 1: Inserted Beth Dowd 3/10/2022 2:48:00 PM

2021-22 (April 20, 2022-End of year)

Page 1: Deleted Beth Dowd 3/10/2022 2:49:00 PM

<Name of School Food Authority>

Page 1: Formatted Beth Dowd 3/14/2022 11:30:00 AM

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Not Highlight

Page 1: Inserted	Beth Dowd	3/10/2022 2:49:00 PM
-------------------------	------------------	-----------------------------

Blackstone Valley Prep Mayoral Academy

Page 1: Deleted	Beth Dowd	3/10/2022 2:49:00 PM
------------------------	------------------	-----------------------------

<Name of Food Service Management Company>

Page 1: Formatted	Beth Dowd	3/14/2022 11:30:00 AM
--------------------------	------------------	------------------------------

Not Highlight

Page 1: Inserted	Beth Dowd	3/10/2022 2:49:00 PM
-------------------------	------------------	-----------------------------

SLA Management, Inc.

Page 3: Inserted	Beth Dowd	3/14/2022 11:26:00 AM
-------------------------	------------------	------------------------------

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 4: Deleted	Beth Dowd	3/14/2022 11:26:00 AM
Page 5: Deleted	Beth Dowd	3/16/2022 4:03:00 PM
1 st day of July, 2022		
Page 5: Inserted	Beth Dowd	3/16/2022 4:03:00 PM
April 20, 2022		
Page 5: Inserted	Beth Dowd	3/10/2022 2:57:00 PM
Blackstone Valley Prep Mayoral Academy		
Page 5: Deleted	Beth Dowd	3/10/2022 2:57:00 PM
<blank>		
Page 5: Formatted	Beth Dowd	3/10/2022 2:57:00 PM
Not Highlight		
Page 5: Deleted	Beth Dowd	3/10/2022 2:57:00 PM
<blank>		
Page 5: Formatted	Beth Dowd	3/10/2022 2:57:00 PM
Not Highlight		
Page 5: Inserted	Beth Dowd	3/10/2022 2:57:00 PM
SLA Management, Inc.		
Page 6: Inserted	Beth Dowd	3/10/2022 2:58:00 PM
-		
Page 6: Deleted	Beth Dowd	3/10/2022 2:58:00 PM
Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
Not Highlight		
Page 6: Inserted	Beth Dowd	3/10/2022 3:00:00 PM
<input checked="" type="checkbox"/>		
Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
Not Highlight		

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 6: Deleted	Beth Dowd	3/10/2022 3:00:00 PM
------------------------	------------------	-----------------------------

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Inserted	Beth Dowd	3/10/2022 3:00:00 PM
-------------------------	------------------	-----------------------------

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Deleted	Beth Dowd	3/10/2022 3:00:00 PM
------------------------	------------------	-----------------------------

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Inserted	Beth Dowd	3/10/2022 3:00:00 PM
-------------------------	------------------	-----------------------------

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Deleted	Beth Dowd	3/10/2022 3:00:00 PM
------------------------	------------------	-----------------------------

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Formatted	Beth Dowd	3/18/2022 1:34:00 PM
--------------------------	------------------	-----------------------------

Not Highlight

Page 6: Inserted	Beth Dowd	3/10/2022 3:01:00 PM
-------------------------	------------------	-----------------------------

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 6: Formatted Beth Dowd 3/18/2022 1:34:00 PM

Not Highlight

Page 6: Deleted Beth Dowd 3/10/2022 3:01:00 PM

Page 6: Formatted Beth Dowd 3/18/2022 1:34:00 PM

Not Highlight

Page 6: Formatted Beth Dowd 3/18/2022 1:34:00 PM

Not Highlight

Page 6: Formatted Beth Dowd 3/18/2022 1:34:00 PM

Not Highlight

Page 6: Formatted Beth Dowd 3/18/2022 1:34:00 PM

Not Highlight

Page 6: Formatted Beth Dowd 3/18/2022 1:34:00 PM

Not Highlight

Page 6: Formatted Beth Dowd 3/18/2022 1:34:00 PM

Not Highlight

Page 7: Inserted Beth Dowd 3/10/2022 3:03:00 PM

is

Page 7: Deleted Beth Dowd 3/10/2022 3:03:00 PM

e

Page 7: Deleted Beth Dowd 3/10/2022 3:03:00 PM

term of the

Page 7: Deleted Beth Dowd 3/10/2022 3:03:00 PM

Contract is one (1) year,

Page 7: Inserted Beth Dowd 3/10/2022 3:03:00 PM

es

Page 7: Deleted Beth Dowd 3/10/2022 3:03:00 PM

ing

Page 7: Deleted Beth Dowd 3/10/2022 3:02:00 PM

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

July 1

Page 7: Formatted	Beth Dowd	3/14/2022 11:31:00 AM
--------------------------	------------------	------------------------------

Not Highlight

Page 7: Inserted	Beth Dowd	3/10/2022 3:02:00 PM
-------------------------	------------------	-----------------------------

April 20

Page 7: Inserted	Beth Dowd	3/10/2022 3:03:00 PM
-------------------------	------------------	-----------------------------

es

Page 7: Deleted	Beth Dowd	3/10/2022 3:03:00 PM
------------------------	------------------	-----------------------------

ing

Page 7: Formatted	Beth Dowd	3/14/2022 11:31:00 AM
--------------------------	------------------	------------------------------

Not Highlight

Page 7: Inserted	Beth Dowd	3/10/2022 3:03:00 PM
-------------------------	------------------	-----------------------------

2

Page 7: Deleted	Beth Dowd	3/10/2022 3:03:00 PM
------------------------	------------------	-----------------------------

3

Page 7: Deleted	Beth Dowd	3/16/2022 1:40:00 PM
------------------------	------------------	-----------------------------

for four (4) periods of one (1) year each

Page 7: Inserted	Beth Dowd	3/16/2022 4:02:00 PM
-------------------------	------------------	-----------------------------

sixty days

Page 7: Deleted	Beth Dowd	3/10/2022 3:07:00 PM
------------------------	------------------	-----------------------------

July 1, 2022 to June 30, 2023.

Page 7: Formatted	Beth Dowd	3/14/2022 11:31:00 AM
--------------------------	------------------	------------------------------

Not Highlight

Page 7: Inserted	Beth Dowd	3/10/2022 3:07:00 PM
-------------------------	------------------	-----------------------------

April 20, 2022-June 30, 2022

Page 8: Formatted	Beth Dowd	3/10/2022 3:26:00 PM
--------------------------	------------------	-----------------------------

Highlight

Page 12: Deleted	Beth Dowd	3/10/2022 3:32:00 PM
-------------------------	------------------	-----------------------------

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

5.21 Ordering of Meals: The SFA shall order meals on a <specify daily, weekly, etc.> basis for each site for each type of meal to be delivered. The SFA can increase or decrease the number of meals ordered or cancel deliveries on a twenty-four-hours notice to the FSMC.

Page 12: Commented [PJ4] **Patrolia, Jessica** **12/10/2021 1:09:00 PM**

5.21 & 5.22 Applicable for meals prepared at vendor facility only; remove if not applicable.

Page 13: Deleted **Beth Dowd** **3/10/2022 3:32:00 PM**

<year-end credit OR monthly credit > (select one and delete the other),

Page 13: Formatted **Beth Dowd** **3/14/2022 11:31:00 AM**

Not Highlight

Page 13: Inserted **Beth Dowd** **3/10/2022 3:32:00 PM**

year-end credit

Page 15: Deleted **Beth Dowd** **3/10/2022 3:35:00 PM**

[] deliver meals or []

Page 15: Formatted **Beth Dowd** **3/14/2022 11:31:00 AM**

Not Highlight

Page 15: Deleted **Beth Dowd** **3/10/2022 3:35:00 PM**

(choose one and delete the other)

Page 15: Inserted **Beth Dowd** **3/10/2022 3:35:00 PM**

Page 15: Formatted **Beth Dowd** **3/14/2022 11:31:00 AM**

Not Highlight

Page 15: Deleted **Beth Dowd** **3/10/2022 3:35:00 PM**

[]

Page 15: Formatted **Beth Dowd** **3/14/2022 11:31:00 AM**

Not Highlight

Page 15: Inserted **Beth Dowd** **3/10/2022 3:35:00 PM**

Page 15: Deleted **Beth Dowd** **3/10/2022 3:35:00 PM**

or [] non-unitized (choose one and delete the other).

Page 15: Inserted **Beth Dowd** **3/10/2022 3:41:00 PM**

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 15: Deleted Beth Dowd 3/10/2022 3:36:00 PM

deliver meals or

Page 15: Formatted Beth Dowd 3/14/2022 11:31:00 AM

Not Highlight

Page 15: Inserted Beth Dowd 3/10/2022 3:36:00 PM

up

Page 15: Deleted Beth Dowd 3/10/2022 3:36:00 PM

up (choose one and delete the other)

Page 15: Deleted Beth Dowd 3/10/2022 3:36:00 PM

Page 15: Formatted Beth Dowd 3/14/2022 11:31:00 AM

Not Highlight

Page 15: Inserted Beth Dowd 3/10/2022 3:41:00 PM

.

Page 15: Deleted Beth Dowd 3/10/2022 3:36:00 PM

or non-unitized (choose one and delete the other).

Page 15: Deleted Beth Dowd 3/10/2022 3:42:00 PM

Page 15: Formatted Beth Dowd 3/14/2022 11:31:00 AM

Not Highlight

Page 15: Deleted Beth Dowd 3/10/2022 3:43:00 PM

Page 15: Inserted Beth Dowd 3/10/2022 3:43:00 PM

of milk

Page 15: Deleted Beth Dowd 3/10/2022 3:43:00 PM

or exclusive of milk (choose one and delete the other)

Page 15: Deleted Beth Dowd 3/10/2022 3:43:00 PM

deliver meals or

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 15: Formatted Beth Dowd 3/14/2022 11:31:00 AM

Not Highlight

Page 15: Deleted Beth Dowd 3/10/2022 3:43:00 PM

Page 15: Inserted Beth Dowd 3/10/2022 3:43:00 PM

Page 15: Deleted Beth Dowd 3/10/2022 3:43:00 PM

(choose one and delete the other).

Page 21: Deleted Beth Dowd 3/10/2022 3:54:00 PM

6.25 Meal Delivery: The FSMC shall deliver meals as requested by the SFA to sites as the specified locations at the times listed on Schedule F or as designated by the SFA. Meals must be delivered in accordance with the approved menu cycle.

The FSMC shall provide a delivery slip with the date and the number of meals delivered. The SFA authorized representative or the SFA assigned designee must sign the delivery slip and verify the number and condition of the meals received.

Meals must be delivered in closed-topped, sanitary vehicles. Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.

When an emergency prevents the FSMC from delivering meals, the FSMC shall notify the SFA-authorized representative or the SFA assigned designee immediately by phone indicating the reasons for the need for substitution.

The SFA will obtain meals from other sources if meals are rejected or if an insufficient number of meals is delivered. The SFA will contact the FSMC immediately regarding the reasons for rejected meals or if an inadequate number of vended meals delivered. If the FSMC cannot replace meals in time for meal service, then the SFA can obtain meals from another source and deduct the actual cost of such meals from the monthly bill of the FSMC. The FSMC is responsible for the cost of replacement meals.

The SFA will not pay for deliveries made later than the regularly scheduled lunch or breakfast periods listed on Schedule F, or as otherwise stated in the Contract.

Page 21: Commented [PJ5] Patroliia, Jessica 12/10/2021 1:11:00 PM

6.25 & 6.26 Applicable for meals prepared at vendor facility only; remove if not applicable.

Page 21: Deleted Beth Dowd 3/14/2022 9:59:00 AM

Page 22: Deleted Beth Dowd 3/10/2022 3:54:00 PM

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 23: Deleted **Beth Dowd** **3/10/2022 3:55:00 PM**

<FFVP only, remove this section if not operating FFVP>

Page 23: Inserted **Beth Dowd** **3/10/2022 3:56:00 PM**

Page 23: Deleted **Beth Dowd** **3/10/2022 3:56:00 PM**

Page 23: Commented [PJ6] **Patrolia, Jessica** **10/7/2021 9:23:00 AM**

Check one of the 3 options

Page 24: Deleted **Beth Dowd** **3/10/2022 4:00:00 PM**

7.8 **(delete if not applicable)** Refinancing of Debt on Major Equipment: At the commencement of the term of this SFA Contract, the FSMC shall pay the balance due to the prior FSMC on amortized loans for prior equipment purchases of the SFA and shall issue a loan to the SFA for the amount of said payment. Said loan shall be repaid by the SFA to the FSMC without interest, and according to the same schedule and amount of payments as were made to the prior FSMC. A copy of the amortization schedule(s) is attached hereto as Schedule K. Payments made by the SFA to the FSMC pursuant to the amortization schedule shall be direct operating costs of the Food Service Program. If this SFA Contract expires or terminates prior to full repayment, the SFA, as its option, may either pay the full balance owed (at the time of expiration or termination) or continue to make payments according to the amortization schedule(s) until such time as the loan is paid in full.

Page 24: Formatted **Beth Dowd** **3/10/2022 4:01:00 PM**

Indent: Left: 0", First line: 0"

Page 25: Deleted **Beth Dowd** **3/14/2022 11:11:00 AM**

<>

1.

Page 25: Formatted **Beth Dowd** **3/14/2022 11:11:00 AM**

Not Highlight

Page 25: Inserted **Beth Dowd** **3/14/2022 11:11:00 AM**

38

1.

Page 25: Formatted **Beth Dowd** **3/14/2022 11:11:00 AM**

Not Highlight

Page 25: Deleted **Beth Dowd** **3/14/2022 11:11:00 AM**

<>

1.

Page 25: Formatted **Beth Dowd** **3/14/2022 11:11:00 AM**

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Not Highlight

Page 25: Inserted Beth Dowd 3/14/2022 11:11:00 AM

38

Page 25: Formatted Beth Dowd 3/14/2022 11:11:00 AM

Not Highlight

Page 25: Deleted Beth Dowd 3/14/2022 11:11:00 AM

<>

Page 25: Formatted Beth Dowd 3/14/2022 11:11:00 AM

Not Highlight

Page 25: Inserted Beth Dowd 3/14/2022 11:11:00 AM

38

Page 25: Formatted Beth Dowd 3/14/2022 11:11:00 AM

Not Highlight

Page 25: Deleted Beth Dowd 3/14/2022 11:11:00 AM

<>

Page 25: Formatted Beth Dowd 3/14/2022 11:12:00 AM

Not Highlight

Page 25: Inserted Beth Dowd 3/14/2022 11:11:00 AM

0

Page 25: Formatted Beth Dowd 3/14/2022 11:12:00 AM

Not Highlight

Page 25: Inserted Beth Dowd 3/10/2022 4:05:00 PM

2,150

Page 25: Formatted Beth Dowd 3/10/2022 4:06:00 PM

Not Highlight

Page 25: Formatted Beth Dowd 3/10/2022 4:06:00 PM

Not Highlight

Page 25: Deleted Beth Dowd 3/10/2022 4:05:00 PM

<>

Page 25: Inserted Beth Dowd 3/10/2022 4:07:00 PM

90%

Page 25: Formatted Beth Dowd 3/10/2022 4:07:00 PM

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Not Highlight

Page 25: Deleted	Beth Dowd	3/10/2022 4:07:00 PM
-------------------------	------------------	-----------------------------

<>

1.

Page 26: Inserted	Beth Dowd	3/14/2022 11:05:00 AM
--------------------------	------------------	------------------------------

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 27: Deleted	Beth Dowd	3/14/2022 11:05:00 AM
-------------------------	------------------	------------------------------

Page 30: Commented [PJ7]	Patrolia, Jessica	10/7/2021 10:34:00 AM
---------------------------------	--------------------------	------------------------------

SFA to insert amount included within the RFP.

Page 30: Deleted	Beth Dowd	3/10/2022 4:12:00 PM
-------------------------	------------------	-----------------------------

<>

Page 30: Inserted	Beth Dowd	3/10/2022 4:12:00 PM
--------------------------	------------------	-----------------------------

n/a

Page 30: Inserted	Beth Dowd	3/14/2022 9:59:00 AM
--------------------------	------------------	-----------------------------

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 31: Deleted	Beth Dowd	3/14/2022 9:59:00 AM
-------------------------	------------------	-----------------------------

Page 32: Formatted	Beth Dowd	3/14/2022 11:32:00 AM
---------------------------	------------------	------------------------------

Indent: Left: 0", Hanging: 0.5"

Page 32: Deleted	Beth Dowd	3/14/2022 11:32:00 AM
-------------------------	------------------	------------------------------

Page 32: Inserted	Beth Dowd	3/14/2022 11:27:00 AM
--------------------------	------------------	------------------------------

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 33: Deleted Beth Dowd 3/14/2022 11:27:00 AM

Page 33: Formatted Beth Dowd 3/14/2022 9:59:00 AM

Indent: Left: 0", Hanging: 0.5"

Page 33: Deleted Beth Dowd 3/14/2022 9:59:00 AM

Page 34: Formatted Beth Dowd 3/18/2022 1:33:00 PM

Not Highlight

Page 34: Inserted Beth Dowd 3/10/2022 4:14:00 PM

Michael DeMatteo, Chief Operating Officer, Blackstone Valley Prep
7 Fatima Drive, Cumberland, RI 02864

Page 34: Inserted Beth Dowd 3/10/2022 4:15:00 PM

Beth Dowd, Director of Operations, Blackstone Valley Prep
7 Fatima Drive, Cumberland, RI 02864

Page 34: Formatted Beth Dowd 3/18/2022 1:33:00 PM

Not Highlight

Page 34: Inserted Beth Dowd 3/10/2022 4:26:00 PM

Michael DeMatteo

Page 34: Inserted Beth Dowd 3/10/2022 4:26:00 PM

Chief Operating Officer

Page 34: Formatted Beth Dowd 3/18/2022 1:33:00 PM

Not Highlight

Page 34: Formatted Beth Dowd 3/14/2022 11:33:00 AM

Normal

Page 34: Deleted Beth Dowd 3/14/2022 11:33:00 AM

Page 34: Formatted Beth Dowd 3/18/2022 1:33:00 PM

Font: Italic

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 35: Commented [BD8]	Beth Dowd	3/11/2022 12:44:00 PM
Need from SLA		
Page 35: Commented [BD9]	Beth Dowd	3/11/2022 12:47:00 PM
Need from SLA		
Page 35: Deleted	Beth Dowd	3/11/2022 12:48:00 PM
Insert Attachment C from the RFP, if applicable.		
Page 35: Inserted	Beth Dowd	3/11/2022 12:48:00 PM
N/A		
Page 35: Deleted	Beth Dowd	3/11/2022 12:53:00 PM
Page 35: Inserted	Beth Dowd	3/14/2022 11:33:00 AM
Page 35: Formatted	Beth Dowd	3/14/2022 11:33:00 AM
Font: Cambria, 12 pt		
Page 35: Deleted	Beth Dowd	3/11/2022 12:53:00 PM
Insert Attachment D from the RFP, if applicable.		
Page 35: Inserted	Beth Dowd	3/11/2022 12:53:00 PM
N/A		
Page 35: Formatted	Beth Dowd	3/14/2022 11:33:00 AM
Font: Cambria, 12 pt		
Page 35: Deleted	Beth Dowd	3/14/2022 11:33:00 AM
Page 35: Deleted	Beth Dowd	3/14/2022 11:33:00 AM
Page 35: Inserted	Beth Dowd	3/14/2022 11:33:00 AM
Page 35: Deleted	Beth Dowd	3/11/2022 12:48:00 PM
Insert Attachment E from the RFP, if applicable.		
Page 35: Inserted	Beth Dowd	3/11/2022 12:48:00 PM
N/A		

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 36: Deleted

Beth Dowd

3/14/2022 11:14:00 AM

Page 36: Inserted

Beth Dowd

3/14/2022 11:13:00 AM

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 37: Deleted **Beth Dowd** **3/11/2022 12:54:00 PM**

Insert Attachment O from the RFP.

Page 37: Deleted **Beth Dowd** **3/11/2022 1:06:00 PM**

Insert Attachment Y from the RFP.

Page 37: Inserted **Beth Dowd** **3/14/2022 11:16:00 AM**

Item	Description	Value
1	Current Year USDA Rate of Reimbursement per "Free" Lunch (as of July 1, 2021)	\$ 3.66
2	Current Year Per Meal State Match Remimbursement Rate (as of July 2021)	\$ 0.07
3	Current Year Value of USDA Entitlement for Dontaed Foods Per Lunch (as of July 1, 2021)	\$ 0.26
4	Current Year Value of USDA Bonus Donated Foods Per Lunch	\$ 0.01
Meal Equivalent >		\$ 4.00

Page 37: Deleted **Beth Dowd** **3/14/2022 11:16:00 AM**

Page 37: Deleted **Beth Dowd** **3/14/2022 11:16:00 AM**

N/A

Page 38: Inserted **Beth Dowd** **3/14/2022 11:17:00 AM**

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Based on 38 Days of Service						
1. School Nutrition Programs	Units SFA to complete		Proposal Per Meal Price FSMC to complete	=		
· Reimbursable Breakfasts.....	23,712	X	\$ 1.78	=	\$42,088.80	
· Reimbursable Lunches.....	37,506	X	\$ 3.55	=	\$133,146.30	
· Reimbursable Snacks.....	0	X	\$ 0.89	=	\$0.00	
· A la Carte Equivalents*.....	0	X	\$ -	=	\$0.00	
Total School Child Nutrition Programs						\$175,235.10
2. Summer Food Service Program (SFSP) - If applicable—SFA must use information from amendment to add SFSP.						
	Based on	0	Days of Service			
· Reimbursable Breakfasts.....	0	X	\$ -	=	\$0.00	
· Reimbursable Lunches.....	0	X	\$ -	=	\$0.00	
· Reimbursable Dinner.....	0	X	\$ -	=	\$0.00	
· Reimbursable Snacks.....	0	X	\$ -	=	\$0.00	
Total SFSP						\$0.00
3. Child and Adult Care Food Program (CACFP) - If applicable—SFA must use information from amendment to add CACFP.						
	Based on	0	Days of Service			
· Reimbursable Breakfasts.....	0	X	\$ -	=	\$0.00	
· Reimbursable Lunches.....	0	X	\$ -	=	\$0.00	
· Reimbursable Dinner.....	0	X	\$ -	=	\$0.00	
· Reimbursable Snacks.....	0	X	\$ -	=	\$0.00	
Total CACFP						\$0.00
4. Special Milk Program (SMP)						
Special Milk Program		X	\$ -	=	\$0.00	
Total SMP						\$0.00
						Total Estimated Cost** \$175,235.10
*Total a la carte sales divided by lunch equivalency rate.						
*This price represents the administration cost of the a la carte program and not actual food cost.						
**All totals must be carried out to the second decimal place and must not be rounded.						

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 39: Deleted

Beth Dowd

3/11/2022 1:25:00 PM

Insert Attachment T from the RFP.

Page 39: Inserted

Beth Dowd

3/14/2022 11:34:00 AM

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

<p>The FSMC guarantees to the SFA that they FSMC shall be responsible for the expenses as checked off in the "FSMC" column. The FSMC shall be responsible for negotiating/paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll. The SFA shall pay those expenses as checked under the "SFA" column</p>		
Food and Beverage	FSMC	SFA
Food and Beverage Purchasing for Commercial Foods	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Processing of Invoices	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Payment of Invoices	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USDA Administrative Charges	N/A	
USDA Processing Charges		
USDA Delivery Charges		
Labor	FSMC	SFA
Managers and/or Supervisors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Full and Part-time Workers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Monitors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Employee Benefits	FSMC	SFA
Life Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Medical/Dental Insuranc	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Retirement Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Social Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vacation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sick Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Holiday Pay	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Uniforms	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tuition Reimbursement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Labor Relations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unemployment Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Processing and Payment of Payroll	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Food Transport	FSMC	SFA
Vehicle Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maintenance of Vechile(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Driver for Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Food Transport Containers	<input checked="" type="checkbox"/>	<input type="checkbox"/>

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Additional Items	FSMC	SFA
Telephone, Kitchen/Cafeteria Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone, Cell Phones	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equipment Purchases	upon agreement	
Original Inventory - China, Glass, Flatware	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Replacement of China, Glass Flatware	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Relacement of Exendable Equipment (Pots, Pans, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Replacement of Non-Expendable Equipment	upon agreement	
Repair to Infrastructure (Vents to Outside, Gas Line, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cost of Repairing Equipment (SFA-owned)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cost of Repairing Equipment (FSMC-owned)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fire/Property Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Products and Public Liability Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water, Gas, and Electric Utilities (Metered to Foodservice)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Painting Kitchen	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Painting Cafeteria	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Trash/Recycling Removal		
From Kitchen	<input checked="" type="checkbox"/>	<input type="checkbox"/>
From Cafeteria/Dining area	<input type="checkbox"/>	<input checked="" type="checkbox"/>
From Premesis	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Taxes/Food Service Licenses	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Required employee training/licenses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Travel-Local	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Supplies	FSMC	SFA
Detergent/Cleaning Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paper Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Postage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Laundry	N/A	
Menu Paper and Printing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Printing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Janitorial Supplies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cleaning Kitchen	FSMC	SFA
Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hoods within Reach	N/A	
Vent from Hoods to Outside	N/A	
Floors and Walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Windows/Blinds/Draperies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cielings, Fans, Light Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dishwashing	<input checked="" type="checkbox"/>	<input type="checkbox"/>

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Serving/Preparation Areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tables and Chairs in kitchen	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Locker Rooms	N/A	
Public Restrooms	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Grease Traps	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cleaning Cafeteria	FSMC	SFA
Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Floors and Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Windows/Blinds/Draperies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cielings, Fans, Light Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tables and Chairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Removal of Trash and Garbage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bussing of Dishes from Tables	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Services	FSMC	SFA
Banking Receipts	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Security Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pest Control	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Extermination	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Page 40: Formatted Beth Dowd 3/14/2022 11:29:00 AM

Centered

Page 41: Formatted Beth Dowd 3/14/2022 11:21:00 AM

Centered

Page 41: Deleted Beth Dowd 3/14/2022 9:51:00 AM

Insert Attachment X from the RFP.

Page 41: Deleted Beth Dowd 3/14/2022 9:51:00 AM

Insert Attachment AA from the RFP, if applicable.

Page 41: Inserted Beth Dowd 3/14/2022 9:51:00 AM

N/A

Page 41: Inserted Beth Dowd 3/14/2022 10:02:00 AM

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 42: Deleted

Beth Dowd

3/14/2022 10:03:00 AM

Page 42: Inserted

Beth Dowd

3/14/2022 10:02:00 AM

Food Items	Minimum Requirements
Dairy Products	Must be government inspected
· Fresh Eggs	· USDA Grade A
· Frozen Eggs	· USDA inspected
· Milk	· Pasturized, Grade A
Meat	Must be government inspected
· Beef, lamb and veal	· USDA Grade Choice or better
· Pork	· USDA No. 1 or US No. 2
· Poultry	· USDA Grade A
Seafood	To be top grade; frozen fish must be nationally distributed brand, packed under continuous inspection of the USDA
Fruits and Vegetables	
· Canned	· US Grade A Choice
· Fresh	· US Grade A Choice
· Frozen	· US Grade A Choice or better
Breads/Rolls	Packaged bread and rolls to be manufacturer dated for freshness
Staple Groceries	To be quality level commensurate with previously listed standards

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 42: Formatted Table	Beth Dowd	3/14/2022 10:02:00 AM
---------------------------------	------------------	------------------------------

Formatted Table

Page 43: Deleted	Beth Dowd	3/14/2022 9:52:00 AM
-------------------------	------------------	-----------------------------

Insert Attachment U from the RFP.

Page 43: Inserted	Beth Dowd	3/14/2022 11:06:00 AM
--------------------------	------------------	------------------------------

N/A

Page 43: Deleted	Beth Dowd	3/14/2022 9:52:00 AM
-------------------------	------------------	-----------------------------

Insert Attachment W from the RFP, if applicable.

Page 43: Inserted	Beth Dowd	3/14/2022 11:02:00 AM
--------------------------	------------------	------------------------------

**200-RICR-20-25-
4**

TITLE 200 – BOARD OF EDUCATION

CHAPTER 20 – COUNCIL ON ELEMENTARY AND SECONDARY

EDUCATION SUBCHAPTER 25 – STUDENT HEALTH AND SAFETY

PART 4 – Regulations Governing Nutritional Requirements for Reimbursable Meals and Competitive Foods and Beverages; Limitations on Competitive Foods and Beverages at Meal Time

4.1

Authority

- A. This part is promulgated pursuant to R.I. Gen. Laws §§ 16-8-9, 16-8-10, 16-8-10.1, 16-21-7(c) and further authorized under 7 C.F.R. §§ 210.11(b) and 210.19(e).
- B. The provisions of this Part will be monitored and enforced by RIDE during the USDA Administrative Review Process set forth in 7 C.F.R. § 210.18.

4.2.

Purpose

The purpose of this Part is to maintain high nutrition standards for school meals that are reimbursed by the United States Department of Agriculture and all other food and beverages that are sold on the school campus in Rhode

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Island. USDA nutritional standards set minimum requirements and states operating the National School Lunch and School Breakfast Programs are permitted to establish more rigorous nutrition requirements or additional requirements for school meals and competitive foods that are not inconsistent with the provisions of USDA rules. The additional nutritional requirements and additional limitations on sales of competitive foods and beverages set forth in this Part will enhance school meals and the school nutrition environment in Rhode Island's schools.

4.3 Definitions

- A. For the purposes of these Rules and Regulations, the following terms shall have the following meaning:
1. "Competitive foods" means all foods and beverages, other than meals reimbursed under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and Child Nutrition Act of 1966 (42 U.S.C. § 1771 et seq.) available for sale to students on the school campus during the school day.
 2. "Reimbursable meal" means a meal (breakfast, lunch or afterschool snack) which meets all of USDA's meal requirements for reimbursement Child Nutrition Act of 1966 (42 U.S.C. § 1771 et seq.).
 3. "School campus" means all areas of the property under the jurisdiction of the school that are accessible to students during the school day.
 4. "School day" means the period from midnight before, to sixty (60) minutes after, the end of the official school day.

4.4 Incorporated Materials

These regulations hereby adopt and incorporate 7 C.F.R. §§ 210.10, 210.11, 210.18, 210.19 and 220.8 (2018) by reference, not including any further editions or amendments thereof and only to the extent that the provisions therein are not inconsistent with these regulations.

4.5 State Specific Requirements

- A. In addition to the minimum meal requirements for all reimbursable meals set forth in federal regulation (lunches and afterschool snacks established in 7 C.F.R. § 210.10 and school breakfasts established in 7 C.F.R. § 220.8) all reimbursable meals must meet the following additional requirements:

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

1. On a weekly basis, at least one-half (1/2) of the “grain servings” in USDA meals must be one hundred (100%) per cent whole grain and the remaining “grain servings” must be whole grain rich.
2. In all menu-planning options, schools will offer each day, at a minimum, two (2) different fruits and/or vegetables at breakfast; three (3) different fruits and/or vegetables at lunch.
3. No more than one (1) serving of one hundred (100%) percent juice may be offered per day. Juice may be offered at breakfast or at lunch each day, but not at both meals.
4. No more than two (2) servings of one hundred (100%) percent juice may be offered each week as part of an afterschool snack.
5. Artificial sweeteners and sugar alcohols are prohibited.
6. Caffeine, except naturally-occurring trace amounts, is prohibited.

B In addition to the minimum requirements for competitive foods and limitations on service of competitive foods established in 7 C.F.R. § 210.11 and R.I. Gen. Laws

§ 16-21-7, all competitive foods must meet the following additional requirements:

1. Artificial sweeteners and sugar alcohols are prohibited.
limited to high fructose corn syrup, white sugar, brown sugar, corn syrup, dextrose, raw sugar, malt syrup, fructose sweetener, honey, molasses and fruit juice concentrate. This provision does not apply to flavored non-fat milk or USDA commodities served as part of a reimbursable meal.
3. Caffeine, except naturally-occurring trace amounts, is prohibited.

C In addition to the limitations on service of competitive foods established in

7

C.F.R. § 210.11, competitive foods offered at mealtimes in elementary schools are limited to the following:

1. The entrée that is included in that day’s reimbursable meal;
2. The same entrée when served the next school day;
3. Whole or cut fresh fruits;
4. Whole or cut fresh vegetables (may include low-fat dressing or hummus);
5. Yogurt (may be layered with fruit)
6. Water – any size of plain water (with or without carbonation)

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

7. Fluid Milk – up to eight (8) ounce portions limited to:
 - a. Unflavored low-fat milk (1% fat) or
 - b. Unflavored or flavored fat free milk, or
 - c. Milk alternatives permitted by USDA National School Lunch Program

Page 46: Deleted	Beth Dowd	3/14/2022 9:53:00 AM
-------------------------	------------------	-----------------------------

Insert Attachment V from RFP.

Page 46: Deleted	Beth Dowd	3/14/2022 9:53:00 AM
-------------------------	------------------	-----------------------------

Insert Attachment Z from the RFP, if applicable.

Page 46: Inserted	Beth Dowd	3/14/2022 9:53:00 AM
--------------------------	------------------	-----------------------------

N/A

Page 46: Inserted	Beth Dowd	3/14/2022 9:55:00 AM
--------------------------	------------------	-----------------------------

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 47: Deleted

Beth Dowd

3/14/2022 11:34:00 AM

Page 47: Inserted

Beth Dowd

3/14/2022 9:54:00 AM

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 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.

- (1) 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

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

Signature(s)

Date

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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 Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.

1. 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.

1. 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.

1. 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.

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 49: Deleted

Beth Dowd

3/14/2022 9:54:00 AM

Insert Attachment I from the RFP.

Page 49: Inserted

Beth Dowd

3/14/2022 9:55:00 AM

**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**.
- (1) 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.
- (1) 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.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <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 <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c} _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____	
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 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: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

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.
1. Identify the status of the covered Federal action.
1. 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.
1. 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.
1. 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.
1. 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.
1. 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.
1. 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."

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

1. 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.
1. (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).
1. 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.
1. 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.
1. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
1. 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.
1. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
1. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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, DC 20503.

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 53: Deleted

Beth Dowd

3/14/2022 9:55:00 AM

Insert Attachment J from the RFP.

Page 53: Deleted

Beth Dowd

3/14/2022 9:56:00 AM

Page 53: Inserted

Beth Dowd

3/14/2022 9:56:00 AM

SLA Management (FSMC) and **Blackstone Valley Prep** (SFA) 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 offer or with any competitor;
 - (1) 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 offer or to any competitor; and
 - (1) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not submit, an offer for the purpose of restricting completion.
- (A) Each person signing this offer on behalf of **SLA Management** 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
 - (1) He or she is not the person in other 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, an any action contrary to (A)(1) through (A)(3) above.

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

To the best of my knowledge, **SLA Management**, 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:

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

TITLE

DATE

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

SIGNATURE OF SFA's AUTHORIZED
REPRESENTATIVE

Chief Operating Officer

TITLE

DATE

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

Page 54: Deleted

Beth Dowd

3/14/2022 9:56:00 AM

Insert Attachment K from the RFP.

Page 54: Inserted

Beth Dowd

3/14/2022 9:57:00 AM

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 55: Deleted

Beth Dowd

3/14/2022 9:57:00 AM

Page 55: Inserted

Beth Dowd

3/14/2022 9:57:00 AM

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act

(41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Local Education Agency (LOCAL EDUCATION AGENCY) and FSMC (offeror) shall execute this Certificate.

____ SLA Management _____
FSMC

____ Blackstone Valley Prep _____
NAME OF SFA

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- A. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- A. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- A. To insert the substance of the provisions of this clause in any nonexempt subcontracts, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

- A. The term "Water Act" means Federal Water Pollution Control Act, amended (33 U.S.C. 1251 et seq., as emended by Public Law 92-500).
- A. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d).
- A. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- A. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- A. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the FSMC..

SIGNATURE OF FSMC's
AUTHORIZED REPRESENTATIVE

TITLE

DATE

SIGNATURE OF LOCAL
EDUCATION AGENCY'S
AUTHORIZED REPRESENTATIVE

Chief Operating Officer
TITLE

DATE

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Page 56: Deleted

Beth Dowd

3/14/2022 9:57:00 AM

Insert Attachment L from the RFP.

Page 56: Formatted

Beth Dowd

3/14/2022 10:57:00 AM

Indent: First line: 0"

Header and footer changes

Page 1: Deleted

Beth Dowd

3/14/2022 11:25:00 AM

under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the

Text Box changes

Header and footer text box changes

Footnote changes

Endnote changes