

Rhode Island Department of Education (RIDE) PROTOTYPE AGREEMENT FOR

FOOD SERVICE/MEALS

SFA TO SFA

PROTOTYPE FOR USE IN INFORMAL PROCUREMENT

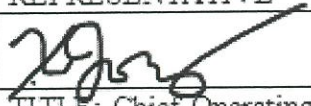
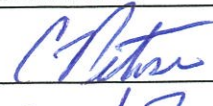
This is a written agreement between two sponsors of the National School Lunch Program (NSLP) for one furnishing the other with meals to be served to children participating in the National School Lunch Program (7 CFR Part 210), School Breakfast Program (SBP) (7 CFR Part 220), Special Milk Program (SMP) (7 CFR 215), After School Snack Program (ASSP) (7 CFR Part 210), the Child and Adult Care Food Program (CACFP) (7 CFR 226), and/or the Summer Food Service Program (SFSP) (7 CFR Part 225) as established by the United States Department of Agriculture (USDA) and set forth the terms and conditions applicable to this agreement.

LOCAL EDUCATION AGENCY (SFA)(purchaser)	LOCAL EDUCATION AGENCY (SFA)(vendor)
School Food Authority: Achievement First Promesa Mayoral Academy Elementary School	School Food Authority: Providence Public Schools
Address: 234 Daboll Street Providence, RI 02907	Address: 797 Westminster Street Providence, RI 02903
Contact Person (please print): Jennifer Andrade	Contact Person (please print): Lino Cambio
Title: Principal	Title: Supervisor of Food Services
Telephone Number: 401-347-1125 Fax Number: 401-437-5663	Telephone Number: 401-456-9311 Fax Number: 401-456-9314

AGREEMENT START DATE	AGREEMENT END DATE*
July 1, 2024	June 30, 2025

**TOTAL ESTIMATED AMOUNT OF CONTRACT FOR THE TIME PERIOD NOTED
ABOVE: \$300,000**

Each person signing this contractual agreement certifies that both parties agree to the specifications and requirements noted in the contract agreement. The vendor SFA agrees to operate in accordance with Program regulations.

SIGNATURE OF SFA PURCHASER REPRESENTATIVE	SIGNATURE OF SFA VENDOR REPRESENTATIVE
	
TITLE: Chief Operating Officer	TITLE: ED of Finance
DATE SIGNED: 6/14/24	DATE SIGNED: 7/3/24

TERMS AND SPECIFICATIONS

Based on the specifications established by the Institution, the following have been agreed upon by the Purchaser SFA and the Vendor SFA:

Price per meal (specify all that apply):	Breakfast (SBP):	\$2.50
	Lunch (NSLP):	\$4.25
	After School Snack (ASSP):	\$1.00
	Special Milk Program (SMP):	
	CACFP Snack:	
	CACFP Dinner:	
Summer Food Service Program (SFSP):		

1. The purchasing/recipient SFA retains authority and responsibility for compliance with all other federal and state responsibilities and requirements regarding the operation of the Child Nutrition Programs, in accordance with the permanent agreement with the Rhode Island Department of Education.
2. PRICING: Pricing was attained based on the menus/specifications described in Schedule A. Price includes (check all that apply):
 - A. ☒ food
 - B. ☒ milk
 - C. ☒ packaging
 - D. ☒ transportation
 - E. ☒ other related costs (e.g., condiments, utensils, etc.)
 - F. ☐ other: please specify: _____
 - G. ☒ staffing (indicate how many staff the pricing will include)

Contracted staff will:

X Serve meals

- ☐ Operate the POS, including counting reimbursable meals and a la carte foods/Smart Snacks, as well as collecting and tracking funds at the POS, as applicable

*Should contracted staff be responsible for operating the POS, the vendor SFA will bear the fiscal responsibility for reimbursable meal counting errors.

3. FOOD PREPARATION AND DELIVERY:

- 1) All meals furnished must meet or exceed U.S. Department of Agriculture requirements and Rhode Island Nutritional Requirements for Reimbursable Meals (RI 200-RICR-20-25-4) where applicable. The meals served shall conform to the appropriate menu/program requirements and menu changes mutually agreed upon by the purchaser SFA and vendor SFA.

- 2) Increases and decreases in the number of meals ordered may be made by the purchaser SFA, as needed, within a prior notice period mutually agreed upon. Changes in meal counts may be accepted up to 24 hour(s) prior to delivery.

- 3) Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery or pick-up.

- A. Hot meal packaging must be suitable for maintaining meals in accordance with State health codes. Container and overlay should have an airtight closure, and be of non-toxic material.
- B. Cold food packaging or Unnecessary to Heat packaging should be plastic or paper and have an airtight closure, and be of non-toxic material.
4. Buy American: Vendor will comply with the Buy American requirement, which dictates that SFAs participating in the federal school meal programs are required to purchase domestic commodities and products for SFA meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16).
5. PACKAGING:
(SFA - check one)
- _____ Vendor will provide all vended meals as individual, unitized meals packaged in a sealed, leak-proof container suitable for transport.
- _____X_____ Vendor will provide vended meals in bulk quantities, accompanied by written instructions listing the planned portion size to be served of each food component in order to meet the applicable meal pattern requirements.
6. SCHOOL CALENDAR: Vendor will provide the vended meals daily, Monday through Friday, on days when schools are in session according to SFA's school year calendar attached as **Schedule C**. SFA will not be responsible for receiving or paying for vended meals (i) on days when schools are closed, as shown on SFA's school year calendar; (ii) on any planned non-serving day that is not shown on SFA's school year calendar, provided SFA notifies Vendor (by phone/email/fax) at least _____ 24 hours _____ in advance of such date; and (iii) on days when schools are closed due to inclement weather.
7. NONCOMPLIANCE:
- 1) The purchaser SFA reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The vendor SFA shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications. The purchaser SFA reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The Institution shall notify the vendor SFA in writing as to the number of meals rejected and the reason(s) for the rejection.
8. INSPECTION OF FACILITY:
- 1) The purchaser SFA, the Rhode Island Department of Education and the U.S. Department of Agriculture reserve the right to inspect the vendor SFA's preparation facility prior to the acceptance of this contract and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
9. RECORDKEEPING and AVAILABILITY OF RECORDS:
- 1) Vendor will provide production and menu records relating to vended meals as needed in connection with any administrative review of SFA's school meal service, and for analysis under the USDA 6 Cent Certification procedure, including the following, as needed: nutrient analysis; detailed production records; menus; recipes or nutrient fact sheets for all menu items served as part of reimbursable vended meals;

- 2) Delivery tickets must be prepared by the vendor SFA. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the purchaser SFA at each site will check adequacy of delivery and meals before signing the delivery ticket.
- 3) The books and records of the vendor SFA pertaining to the purchaser SFA's food service operation shall be available for inspection and audit by representatives of the Rhode Island Department of Education, USDA, and of the Office of the U.S. General Accounting office at any reasonable time and place; for a period of three years from the date of receipt of final payment under the agreement or, in cases where an audit requested by the State agency or USDA remains unresolved, until such time as the audit is resolved.
- 4) The vendor SFA shall have Federal and State health certification for the food preparation facility and ensures that health and sanitation requirements are met at all times.

10. EMERGENCIES:

- 1) In the event of unforeseen emergency circumstances, the vendor SFA shall immediately notify the purchaser SFA by email and/or telephone of the following:
 - A. The impossibility of on-time delivery;
 - B. The circumstance(s) precluding delivery; and
 - C. A statement of whether or not succeeding deliveries will be affected.
 - D. No payments will be made for deliveries made later than 24 hour(s) after specified mealtime.

11. CHARGES and BILLING:

Vendor will submit a written invoice to the SFA following the end of each calendar month, listing the numbers and types of vended meals provided on each day of the preceding month, the monthly total for each type of vended meal provided, and their respective unit process. The invoice shall also list any other food or supplies delivered to the purchaser SFA by the vendor SFA.

12. TERMINATION:

Either party may terminate this contract for cause by notice in writing of at least 30 days. The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience. Neither party shall be held liable for any loss nor shall penalty upon such termination, except Purchaser SFA pay Vendor SFA for vended meals delivered in accordance with this contract prior to the termination date.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online

at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

SCHEDULE A
(Menu and Contract Requirements)

(*The recipient SFA shall attach a menu cycle or meal requirements. Include a **menu for each meal type** being considered under this agreement. Indicate **minimum portion sizes** required.

*The recipient SFA must also list additional requirements, such as meal delivery, staffing, paper products, utensils, etc.)

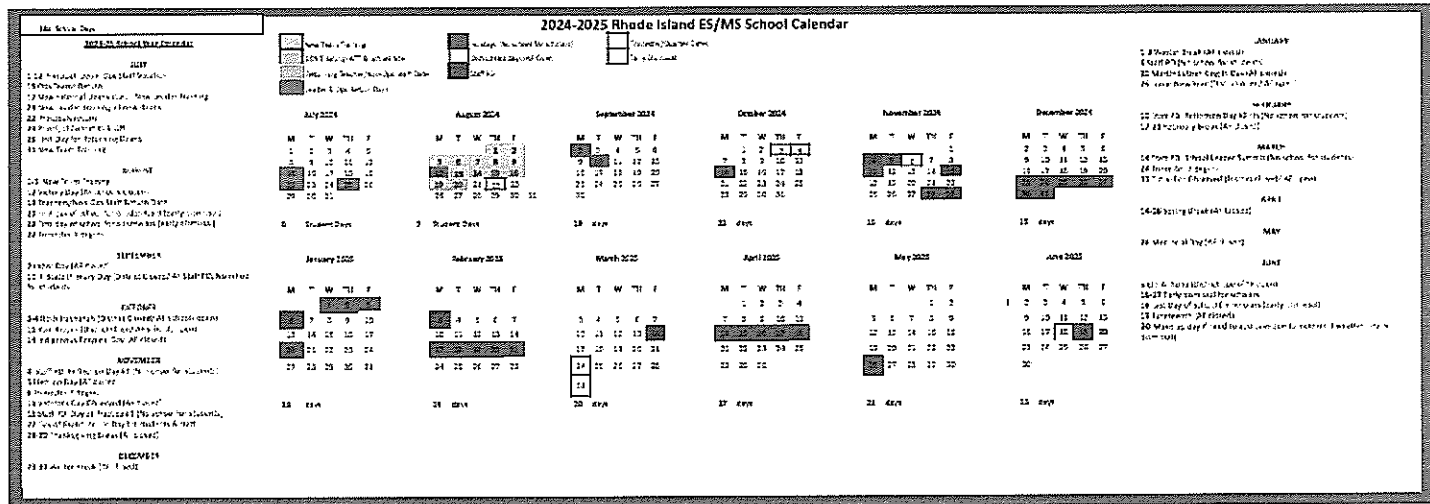
Monday	Tuesday	Wednesday	Thursday	Friday
29 Juicy Hamburgers or Cheeseburger Or Turkey & Cheese Sandwich Or Grilled Chicken Caesar Salad with Dinner Rolls (L) Grape Tomatoes Potato Wedges	30 General Tso Chicken with Fried Rice Or Tuna Bento Box Or Grilled Chicken Caesar Salad with Dinner Rolls (L) Steamed Broccoli (L) Edamame Salad	1 Creamy Mac and Cheese with Garlic Roll Or Cuban Sandwich (P) Or Grilled Chicken Caesar Salad with Dinner Rolls (L) Roasted Butternut Squash (L) Cucumber Coins	2 Beef Nachos with Cheese Sauce and Salsa Or Tuna Bento Box Or Grilled Chicken Caesar Salad with Dinner Rolls (L) Steamed Corn Grape Tomatoes	3 Fresh Baked Cheese or Pepperoni Pizza (P) Or Turkey & Cheese Sandwich Or Grilled Chicken Caesar Salad with Dinner Rolls (L) Roasted Buffalo Cauliflower Baby Carrots
4 Chicken Patty Sandwich Or Italian Sandwich Or Mango Chicken Salad with Dinner Rolls (L) Steamed Broccoli (L) Celery Sticks	5 Pancakes with Blueberries or Syrup and Scrambled Eggs Or Cheese Cube Bento Box Or Mango Chicken Salad with Dinner Rolls (L) Sweet Potato Fries Grape Tomatoes	8 BBQ Pork Sandwich Or Hot Dog Or Mango Chicken Salad with Dinner Rolls (L) Steamed Corn Baby Carrots	9 Chicken Drumstick with Warm Flaky Biscuit Or Italian Sandwich (P) Or Mango Chicken Salad with Dinner Rolls (L) Baked Beans Green Bell Pepper Strips	10 Fresh Baked Cheese or BBQ Chicken Pizza Or Cheese Cube Bento Box Or Mango Chicken Salad with Dinner Rolls (L) Purmanan Green Beans Baby Carrots
13 Meatball (Chicken) Sub with Shredded Mozzarella Or Ham (Turkey) & Cheese Sandwich Or Turkey BLT Salad (Turkey Bacon) with Dinner Rolls (L) Steamed Broccoli (L) Baby Carrots	14 Creamy Mac and Cheese with Garlic Roll Or Yogurt Bento Box Or Turkey BLT Salad (Turkey Bacon) with Dinner Rolls (L) Steamed Corn Mashed Potatoes	15 Chicken Nachos with Cheese Sauce and Salsa Or Chicken Caesar Sandwich Or Turkey BLT Salad (Turkey Bacon) with Dinner Rolls (L) Cucumber Coins Steamed Carrots	16 French Toast with Sausage (Turkey) and Syrup Or Yogurt Bento Box Or Turkey BLT Salad (Turkey Bacon) with Dinner Rolls (L) Home Fries Zucchini Coins	17 Fresh Baked Cheese or Sausage, Pepper, and Onion Pizza (P) Or Ham (Turkey) & Cheese Sandwich Or Turkey BLT Salad (Turkey Bacon) with Dinner Rolls (L) Baked Beans Grape Tomatoes
20 Chicken Tenders and Waffles with Strawberries and Syrup Or Bologna and Cheese Sandwich (P) Or Chef Salad with Dinner Rolls (L) Tater Tots Baby Carrots	21 PLANT BASED DAY Plant Based Beef Crumbles with Penne Pasta and Sauce Or Hummus Bento Box Or Garden Salad with Dinner Rolls (L) Celery Sticks Side Salad	22 Fish Sticks with BBQ or Ketchup and Dinner Roll (L) Or Chicken Salad Sandwich Or Chef Salad with Dinner Rolls (L) Roasted Potatoes (L) Baby Carrots	23 Roasted Turkey and Gravy with Dinner Roll Or Hummus Bento Box Or Chef Salad with Dinner Rolls (L) Mashed Potatoes Baby Carrots	24 Fresh Baked Cheese or Buffalo Chicken Pizza Or Bologna and Cheese Sandwich (P) Or Chef Salad with Dinner Rolls (L) Baked Beans Side Salad
27 NO SCHOOL MEMORIAL DAY	28 Juicy Hamburgers or Cheeseburger Or Turkey & Cheese Sandwich Or Grilled Chicken Caesar Salad with Dinner Rolls (L) Grape Tomatoes Potato Wedges	29 General Tso Chicken with Fried Rice Or Tuna Bento Box Or Grilled Chicken Caesar Salad with Dinner Rolls (L) Steamed Broccoli (L) Edamame Salad	30 Beef Nachos with Cheese Sauce and Salsa Or Tuna Bento Box Or Grilled Chicken Caesar Salad with Dinner Rolls (L) Steamed Corn Grape Tomatoes	31 Fresh Baked Cheese or Pepperoni Pizza (P) Or Turkey & Cheese Sandwich Or Grilled Chicken Caesar Salad with Dinner Rolls (L) Roasted Butternut Squash (L) Cucumber Coins

SCHEDULE B
SFA SCHOOLS RECEIVING VENDED MEALS

<u>School Name & Address</u>	<u>School Type</u>	<u>Meal Pattern Grade Group</u>	<u>Vended Meals Provided</u>
School Food Authority: Achievement First Promesa Mayoral Academy Elementary School Address: 234 Daboll Street Providence, RI 02907	<input checked="" type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High <input type="checkbox"/> Ungraded	<input checked="" type="checkbox"/> Grades K-5 <input type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input checked="" type="checkbox"/> Breakfast <input checked="" type="checkbox"/> Lunch <input checked="" type="checkbox"/> After School Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High <input type="checkbox"/> Ungraded	<input type="checkbox"/> Grades K-5 <input type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> After School Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High <input type="checkbox"/> Ungraded	<input type="checkbox"/> Grades K-5 <input type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> After School Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High <input type="checkbox"/> Ungraded	<input type="checkbox"/> Grades K-5 <input type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> After School Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High <input type="checkbox"/> Ungraded	<input type="checkbox"/> Grades K-5 <input type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> After School Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High <input type="checkbox"/> Ungraded	<input type="checkbox"/> Grades K-5 <input type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> After School Snack <input type="checkbox"/> Dinner

SCHEDULE C

Attach School Calendar



August 21, 2024	First day of school for Grades K, 5, 9 (early dismissal) <ul style="list-style-type: none"> Schools can choose to have additional grades join on this day
August 22, 2024	First day of school for all scholars (early dismissal) <ul style="list-style-type: none"> All students must start by this day in order to meet our 180 day requirement
September 2, 2024	Labor Day (AF Closed)
September 10, 2024	RI State Primary Day (No school for students, staff PD)
October 14, 2024	Indigenous Peoples' Day (AF Closed)
November 4, 2024	Staff PD: Reflections Day K-12 (No school for students, staff PD)
November 5, 2024	Election Day (AF Closed)
November 11, 2024	Veterans Day Observed (AF Closed)
November 15, 2024	Staff PD: Day of Practice (No school for students, staff PD) <ul style="list-style-type: none"> Network Led regional PD for all staff
November 27, 2024	Gratitude Day (½ day for all AF students & staff)
November 28-29, 2024	Thanksgiving Break (AF Closed)
December 23, 2024- January 3, 2025	Winter Break (AF Closed)
January 6, 2025	Staff PD: Schools Based PD (No school for students, staff PD)

	<ul style="list-style-type: none"> This day used to be a school-choice day and 99% of schools would choose this date as the day for PD. In order to simplify and streamline our calendar process we've made this a school-based PD day for all schools.
January 20, 2025	Martin Luther King, Jr. Day (AF Closed)
February 3, 2025	Staff PD: Reflection Day #2 ES/MS (No school for students, staff PD)
February 17-21, 2025	February Break (AF Schools Closed)
March 14, 2024	Staff PD: School Leader Summit (No school for students, staff PD) <ul style="list-style-type: none"> All School Leaders attend Other staff report for work that day. Work directed by principal.
April 14-18, 2025	Spring Break (AF Schools Closed)
May 26, 2025	Memorial Day (AF Closed)
June 16-17, 2025	Last week of school (early dismissal for scholars, staff wrap up in PM) <ul style="list-style-type: none"> Principals determine how to use PM time for staff, intention is to ensure end of year is wrapped up effectively
June 18, 2025	Last Day of School (early dismissal for scholars, staff wrap up in PM) <ul style="list-style-type: none"> Principals determine how to use PM time for staff, intention is to ensure end of year is wrapped up effectively
June 19, 2025	Juneteenth (AF Closed)