



Request for Proposals School Food Service Management Contract Instructions

Template Documents for an RFP

This packet includes template documents for a school food authority (SFA) to draft a Request for Proposals (RFP) for management of the school food service in compliance with School Nutrition Programs (SNP) requirements. Included in this packet:

- Template legal notice to advertise the RFP.
- Template letter to request proposals from food service management companies.
- Template for drafting an RFP.

Procurement Procedures

The SFA must use this Request for Proposals (RFP) Template – Food Service Management Contract to procure the services of a Food Service Management Company. If the contract will exceed \$175,000 for public schools or \$250,000 for nonpublic schools, the SFA must follow Federal/State regulations that require a formal procurement process including public advertisement of the bid opportunity (Federal Regulations 2 CFR 200.320(d), Minnesota Statutes 123B.52). If the contract will *not exceed* these amounts, no public advertisement is required.

All documentation related to the procurement must be maintained to show the history of the procurement and that applicable program requirements for fair and open competition have been met.

Required Elements of a Solicitation Document

Timeline

Sufficient time must be allowed for the SFA to complete all of the steps from drafting the RFP to approval and award of the contract. A formal procurement should start by early spring for a contract that needs to be in place for the next school year. The draft RFP must be reviewed by MDE before it is advertised and sent to companies. For a list of required steps and recommended timelines, refer to [Procedures and Timelines for Obtaining a New Food Service Management Contract](#), which is available on the School Nutrition Programs/ Resource

Management/ Procurement and Contracts/ Food Service Management Contracts page of the Minnesota Department of Education (MDE) website.

Type of Contract

Two types of fee structures are allowed for contracts that use federal funds.

1. Fixed per-meal prices, which are guaranteed and do not require the company to provide discounts, rebates or credits during the contract year. A template for a fixed meal price management contract is provided on the MDE website.
2. Reimbursement of the company's actual direct costs plus fixed administrative fees. The SFA reimburses the company for costs, minus discounts, rebates and credits. **The MDE templates for a fixed meal price RFP and contract may be modified if the SFA will obtain a cost-reimbursable contract.**

USDA Foods

The RFP requires a company submitting a proposal to be responsible for all U.S. Department of Agriculture Foods received at the warehouse or processor for the SFA for the contract year. This includes USDA Foods that are ordered in the spring survey for the contract year, which may have been ordered by a company that does not submit the successful proposal for the contract. The SFA must either attach information about ordered commodities to this RFP, or provide information at a later time to companies submitting proposals. See Provision N of this RFP.

If you have any questions about SNP requirements for food service management contracts, contact the Minnesota Department of Education (MDE)—Nutrition Program Services at 651-582-8526, 800-366-8922 (Minnesota Toll-free) or mde.fns@state.mn.us.

Template Legal Notice

Attention: Food Service Management Companies

Seven Hills Preparatory Academy is requesting proposals for school food service management services. The Food Service Management Company would provide management services according to requirements of the U.S. Department of Agriculture and the Minnesota Department of Education.

To obtain a copy of the Request for Proposals, contact: **Executive Director Carolyn Farrell**

Food Service Management Companies may submit proposals to:

Seven Hills Preparatory Academy

1401 West 76th Street

Richfield, MN 55423

Seven Hills Preparatory Academy reserves the right to reject any proposal for a sound, documented reason or to reject all proposals if there is an insufficient number of proposals.

A mandatory pre-proposal meeting is scheduled for: Seven Hills does not have its own kitchen, therefore, a mandatory meeting in person does not seem necessary and we would accept bids through email.

All proposals must be submitted no later than **2:00pm on May 24th, 2024**. All proposals should be delivered in a sealed envelope and addressed to Attention Carolyn Farrell, Seven Hills Preparatory Academy, 1401 West 76th Street Richfield, MN 55423, and be clearly marked: Food Service Management Proposal.

Template

Letter to Food Service Management Companies

Date: May 7, 2024

Seven Hills Preparatory Academy

1401 West 76th Street

Richfield, MN 55423

Seven Hills Preparatory Academy will be accepting proposals for the management of the school food service operation for the forthcoming school year. Proposals should be emailed to cfarrell@shpamn.org.

[SFA - select one:]

A copy of the Request for Proposals is enclosed.

To request a copy of the Request for Proposals, contact **Executive Director Carolyn Farrell**

The contracting process is strictly controlled by U.S. Department of Agriculture procurement regulations and any applicable Minnesota laws. Please clear all contact with any district personnel, vendors, contractors or board members with me. Any attempt to unduly influence district staff, administration, vendors, contractors or board members will automatically disqualify your company.

If I can provide more information, please email me at cfarrell@shpamn.org.

Sincerely,

Carolyn Farrell

Executive Director

Instructions to School Food Authority for Preparing the Request for Proposals

Remove these instructions before distributing the Request for Proposals.

The Request for Proposals (RFP) is a template to be used and sent to MDE for approval prior to distributing to vendors.

Insert required language into the RFP provisions that are listed below.

Section	Instructions
A	Insert name of SFA.
B	Insert: Beginning and end dates of the contract. After the initial year of the contract, schools/districts may renew a contract up to four times, for a total of four years, as per regulation.
D	Insert: Name and address for submission of proposals. Deadline date and time for submission of proposals. Name and contact information to request more information.
E	Insert the date, time and location of the pre-proposal meeting. It is recommended that company representatives be required to attend the meeting. Change this sentence if company attendance will be optional.
H	Indicate the employment status of current food service employees under the new contract, for example, whether they will remain employees of SFA or become employees of the company.
I	The standard meal equivalency factor for school year 2024-25 contracts is \$4.95. This factor is used to estimate the number of lunches that a la carte revenues are equivalent to, for the purpose of paying for the a la carte food service.
L	This section describes the extent of meal substitutions and modifications that the company will be responsible for. The first two types of substitutions are required by law, for meals served to students with a disability and milk served for lactose intolerance. The last two types of substitutions listed are not required by law. Check the boxes if SFA has a policy to provide substitutions for students without disability based on a statement from a recognized medical authority, and/or a policy to provide a nondairy fluid milk substitute. If SFA does not have these policies, delete these provisions.
M	Insert whether SFA or company will be responsible for free/reduced-price meal processes including distribution of meal applications, approval/denial, hearings, verification, and direct certification. The SFA is ultimately responsible for ensuring that all requirements are met and the information on the application remains the property of the SFA.
O	The standard attachments available are provided in this document. Most of the attachments are for the SFA to provide program data for the RFP. Some of the attachments are certification forms that the company must sign. Revise this list as needed to accurately refer to all of the attachments that are part of the RFP.
-	Additional provisions – if applicable add here and continue the lettering format. Additional provisions must comply with federal requirements.

Prepare forms and instructional pages as described below and attach them to the RFP.

Attachments	Instructions
Independent Price Determination Certification	Include this blank certification page with the RFP. The company will include the signed certification with its proposal. The SFA will sign the certification form submitted by the company that is awarded the contract.
Suspension and Debarment Certification	Include this blank certification page with the RFP. The company will include the signed certification with its proposal.
Lobbying Certification	<p>Include this blank certification page with the RFP. The company will include the signed <i>Certification Regarding Lobbying</i> with its proposal.</p> <p>If the company has made payments to a lobbying entity as described in the instructions page of the lobbying certification form, the company will also attach its own signed <i>Disclosure of Lobbying Activities</i> form.</p>
Assurance of Civil Rights Compliance Certification	Include this blank certification page with the RFP. The company will include the signed certification with its proposal.
Food Specifications	A one-page sample of minimum food specifications is attached. SFA may attach different or additional specifications.
Site Data	<p>Complete a Site Data page for each site. Insert the requested information for each program that the site participates in. For any programs that the site does not participate in, either delete the section or leave the section blank.</p> <p>For any combination of breakfast / lunch / milk / a la carte, complete only the first page of the Site Data form. The second page of the Site Data form must be completed only if the site has any other programs like an afterschool snack/meal program or the Summer Food Service Program.</p>
Site Recap	Complete the Site Recap page if there is more than one site receiving management services. Do not include this page if there is just one site.
Evaluation Criteria	<p>A list of sample evaluation criteria is attached. The SFA must decide on the evaluation criteria that are important and the maximum number of points assigned to each area. Points are usually assigned so that the total number of available points is 100.</p> <p>Low price must have the single highest number of points, however low price does not have to be more than 50 percent of total available points.</p> <p>The Bid Point Calculator page, which is available on the Minnesota Department of Education (MDE) website, may be used to list the SFA's criteria and distribution of points. If the point calculator is used, then the calculator will be ready for use later when the total number of points given to each proposal are compared.</p>
Labor and Fringe Worksheet - SFA	Insert labor and fringe benefits for SFA employees. Add any other categories if needed.
Labor and Fringe Worksheet -FSMC	Provide this blank page for the company to provide the labor and fringe benefits for its employee(s).
Cost Responsibility Detail	Indicate which cost areas the company will be responsible for, and which cost areas the SFA will be responsible for.

Attachments	Instructions
Projected Costs	<p>Insert cost information from the school food service account.</p> <p>How to use current year costs to project total costs:</p> <p>If the Projected Costs page will be completed using current-year costs (not total costs from the completed previous year), the costs so far in the school year are used to project costs for the whole school year. To determine the projected costs for the whole school year, multiply the costs so far this year times the ratio of operating days [the total number of school days for the whole year, divided by the number of school days so far this year]. See the example below of projecting total revenues for the whole current year.</p>
Projected Revenues	<p>How to use current year revenues to project total revenues:</p> <p>If the Projected Revenues page will be completed using current-year revenues, see Projected Costs above for instructions on converting partial-year actual numbers to projected full-year numbers.</p> <p>Example: The SFA has sold 6,000 free breakfasts so far this year, with reimbursements of \$9,960. The meals were served over 100 days, and there are 90 serving days left in the school year. The ratio of operating days would be 1.9 (190/100).</p> <p>Using the 1.9 factor, the SFA projects about 11,400 free breakfasts for the whole year, with total reimbursements of \$18,924 for those meals.</p> <p style="padding-left: 40px;">6,000 free breakfasts so far this year X 1.9 = 11,400 free breakfasts projected for the whole year.</p> <p style="padding-left: 40px;">\$9,960 reimbursement for free breakfasts so far this year X 1.9 = \$18,924 revenue for free breakfasts projected for the whole year.</p> <p>Repeat the same calculations for each category of revenue.</p> <p>Local Revenues section:</p> <p>Insert local revenues by meal category for each meal program. Note: There is no line for local revenue from reduced-price meals since in Minnesota reduced-price meals are fully reimbursed with federal and state payments (see Program Reimbursements section on the same page).</p> <p>Program Reimbursements section:</p> <p>The reimbursement rates for school year 2023-24 are preprinted on the Projected Revenues page. If SFA is reporting 2023-24 revenues, the reimbursement rates must be revised.</p> <p>The preprinted lunch reimbursement rates are the regular lunch reimbursement rates for school year 2023-24. If the SFA qualifies for the federal “additional two cents” lunch reimbursement, add two cents to each of the lunch reimbursement rates shown.</p>

Attachments	Instructions
Price Proposal	<p>The Price Proposal form is for a fixed meal price contract. This form must be modified if the SFA is requesting a cost-reimbursable contract.</p> <p>The company will use the Price Proposal form to propose its total cost to the SFA, based on the SFA’s estimated numbers of meals.</p> <p>The SFA must write in the SFA Name and School Year, and the estimated total numbers of meals in the “SFA Estimate” column. This ensures that all companies will base their proposed total costs on the same numbers of meals and equivalents.</p> <p>If the SFA participates in any nutrition programs in addition to the programs already listed on this page, revise the proposal page as needed.</p>

Other required attachments to the RFP:

Attachments, Other Required	Instructions
Claims	Attach copies of claims from October or another representative month.
Lunch/Breakfast Menus	Attach a 21-day cycle menu that proposals will be based on. Some standard cycle menus of high quality are available from the “related offsite resources” section on the School Nutrition Programs / Nutritional Quality and Meal Pattern page of the MDE website.
Contract Template	Attach, or link to, the applicable contract template available from MDE, either for fixed meal prices or for reimbursement of costs plus fixed administrative fees. The contract template must be used to draft the awarded contract.

Remove these pages before distributing the RFP.

Request for Proposals

School Food Service Management Contract

School Year 2024-2025

Proposal Due Date May 24, 2024

School Food Authority: Seven Hills Preparatory Academy

Purpose

This solicitation requests proposals for the operation and management of a school food service for the School Food Authority (SFA) identified in this solicitation, referred to as the SFA. A proposal may be submitted by a Food Service Management Company, referred to as the Company, in compliance with the procedures and timelines described here. Procurement of the contract will be conducted in a manner that provides maximum open and fair competition as provided in 2 Code of Federal Regulations (CFR) Part 200.319(a)(b). Providing maximum open and fair competition means:

- Not Placing unreasonable requirements on firms in order for them to qualify to do business
- Requiring unnecessary experience and excessive bonding
- Noncompetitive contracts to consultants that are on retainer contracts
- Noncompetitive pricing practices between firms or between affiliated companies
- Organizational conflicts of interest
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement
- Any arbitrary action in the procurement process

Procurement methods are to be implemented according to 2 Code of Federal Regulations (CFR), Part 200.320. These methods of procurement must be followed. The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and 2 CFR 200.317, 200.318, and 200.319.

A company must submit its proposal to meet the requirements described here, including attachments provided here that require information from the Company. Responsive proposals submitted by a Company will be evaluated by the SFA for award of the contract. Evaluation criteria in addition to low price are listed. The SFA, based on evaluation of the proposals including price, will award and sign the contract with the Company that submits the proposal awarded the most points.

A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a nonprofit school food service for Seven Hills Preparatory Academy referred to here as the school food authority (SFA). A Food Service Management Company submitting a proposal is referred to here as “Company.”

A Site Data page is attached with details for each site requiring food service.

B. Contract

The contract will be for a period beginning on or about **July 1, 2024** and ending **June 30, 2025**.

The contract will be for **fixed meal prices**. The standard contract template provided by the Minnesota Department of Education (MDE) must be used for the contract. **No changes or addendums may be made to the standard contract unless preapproved by MDE. Addendums attached after the original contract is assigned will be null and void if not preapproved by MDE. Unapproved addendums found as a result of a State Agency review of the SFA’s operations will result in the contract being required to be re-bid the following school year.**

The standard contract may be terminated for cause by either party with 60 days' notice. The contract may be terminated for convenience only upon mutual agreement of both parties.

The contract will be renewable for additional one-year periods, if mutually agreed to by SFA and Company, for up to four one-year contracts after the original contract. Price adjustments for renewed contracts will be limited to a Consumer Price Index (CPI) percentage announced by MDE each year.

C. Procurement Method

Procurement transactions for the expenditure of SNP funds must be conducted in a manner that provide for full and open competition consistent with program regulations, applicable federal grants management standards in 2 Code of Federal Regulations (CFR) 200 and 400, and applicable state law.

The weighted criteria that SFA will use to evaluate the non-price portions of proposals are attached to this RFP.

D. Proposal Submission and Award

1. Sealed proposals are to be submitted in a sealed envelope marked "Food Service Management Proposal," to:

**Executive Director Carolyn Farrell
Seven Hills Preparatory Academy**

Proposals must be submitted by **2:00pm on May 17th, 2024 via email to cfarrell@shpamn.org. No proposals will be accepted after the exact time specified.**

2. The SFA reserves the right to reject any proposal for a sound, documented reason, and to reject all proposals if an insufficient number of proposals is received.
3. To be considered for award of contract, a Company must submit a complete response to this solicitation using the standard templates and forms provided. **No modification may be made to the standard templates and forms (Refer to B. Contracts).**
4. Award will be made to a qualified and responsible Company whose proposal is most responsive to this solicitation.
5. A Company and its authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. Failure to do so will be at the Company's risk and relief cannot be secured on the plea of error. SFA is not liable for any cost incurred prior to the signing of the contract by both parties.
6. If additional information is required, please contact **Carolyn Farrell at cfarrell@shpamn.org**

E. Pre-Proposal Meeting

A pre-proposal meeting to review the specifications, clarify any questions and conduct a walk-through of the facilities with SFA officials.

N/A because Seven Hills does not have its own kitchen, the food needs to be cooked and delivered from a catering company off site.

F. Gifts from Company

SFA's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. To the extent permissible under state law, rules or regulations, such

standards will provide for appropriate penalties, sanctions or other disciplinary actions to be applied for violations of such standards.

G. Selection of Manager

SFA reserves the right to interview and approve the on-site food service manager.

H. Employees

The current SFA food service employees will **[select all that apply]**:

- Continue to be employed by SFA
- Become employees of FSMC
- Retain interview rights when FSMC hires
- Not be retained
- Other (explain)

I. Meal Equivalents for a La Carte Foods

The meal equivalency factor for school year 2024 -25 is \$4.95. The factor is based on the School Year 2023 - 24 rates of federal and state reimbursement for a free school lunch plus the per-meal USDA Foods entitlement value. The meal equivalency factor will be used to determine the number of meals that the a la carte food service is equivalent to, for the purpose of paying Company for the a la carte food service at the fixed meal price paid per school lunch. Net a la carte revenue (excluding catering) will be divided by the equivalency factor of \$4.95 to determine the number of equivalent lunches for payment to the company. The factor will be updated for any year that the contract is renewed.

J. Costs and Fees

The Company will be responsible for the food service costs that are listed in the Cost Responsibility attachment. **The fixed per-meal prices proposed by Company on its Price Proposal will be the complete payments due to Company without any other charges for costs.**

K. Evaluation Criteria

Proposals will be evaluated by a committee using the attached evaluation criteria and the weight of each criterion as shown.

L. Food Substitutions

Company will meet the following requirements for food substitutions and modifications:

1. The federal requirement to provide meal substitutions and modifications for students documented by a physician, physician assistant, or advanced practice registered nurse such as a certified nurse practitioner to have a disability. Company may bill SFA, in addition to the fixed meal price, for excess costs incurred to provide required substitutions or modifications.
2. The state requirement (Minnesota Statutes, section 124D.114) to provide lactose-reduced milk for students with lactose intolerance.

[SFA - delete this provision if not applicable]

3. The SFA policy to provide a non-dairy fluid milk substitute that is nutritionally equivalent to cow's milk for students with a medical or other special dietary need upon written request.

M. Free and Reduced-Price Meal Eligibility

The **Seven Hills Preparatory Academy** will be responsible for the free/reduced-price meal eligibility processes, including distribution of meal applications, approval/denial and verification of applications, hearings/appeals, and direct certification.

N. USDA Foods

Company will provide credits to SFA for USDA Foods that are received at the warehouse or processor for SFA for the contract year. The credits will reduce the amount due from SFA to Company under the contract. **Credits are required to be provided from Company to SFA irrespective of whether the Company uses the USDA Foods. Company will provide credits to SFA on applicable monthly bills unless MDE accepts the need for a different crediting schedule upon review of the draft contract to be awarded. The Total USDA Foods Value amount at the bottom of the [USDA Foods Received Report for the Auditor](#) is the correct and final amount that is owed to the school from the company for the year once all trucks have been received and the final report for the SY is posted on the MDE website.**

USDA Foods that Company will credit to SFA include the initial USDA Foods for the contract year that SFA or its current company has ordered or will order in the spring survey. Check one:

- This RFP includes attached information about USDA Foods ordered in the spring survey for the upcoming contract year.
- This RFP does not include information about USDA Foods ordered in the spring survey for the upcoming contract year. As soon as USDA Foods are ordered in the spring survey by March, and at least a week before proposals are due, SFA will provide information to all interested companies about USDA Foods that have been ordered in the spring survey for the SFA for the contract year.

O. The following attachments are included as part of this RFP:

- Independent Price Determination Certificate (for Company to complete; the SFA will also sign the form from the company that is awarded the contract)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion certification form (for Company to complete)
- Certification Regarding Lobbying form (for Company to complete)
- Assurance of Civil Rights Compliance
- Site Data
- Site Recap (required if more than one site)
- Minimum Food Specifications
- Criteria for Evaluation of Proposals
- Projected Costs
- SFA Labor Costs and fringe worksheet (completed by SFA)

- Company Labor Costs and fringe worksheet (completed by Company)
- Cost Responsibility Detail
- Projected Revenues
- Cost Proposal (partly completed by SFA)
- Copies of claims
- Menus for each meal/snack service
- List additional attachments

Independent Price Determination Certificate

Both the School Food Authority (SFA) and the Food Service Management Company (Offeror) shall execute this Independent Price Determination Certificate.

Name of Food Service Management Company Name of School Food Authority

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 Offeror or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to 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 Offeror for the purpose of restricting competition.
3. 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 competition.

Each person signing this offer on behalf of the Offeror certifies that:

1. He or she is the person in 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
2. He or she is not the person in 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 certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Offeror, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted of 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 Food Service Management Company's
Authorized Representative

Title

Date

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

Signature of School Food Authority's
Authorized Representative

Title

Date

Note: SFA's acceptance of an offer does not constitute award of the contract.

Instructions for Certification Regarding Debarment Form

- 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.
- 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.
- The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 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.
- 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.
- The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-Tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List System (EPLS) on the U.S. System for Award Management website.
- 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.
- 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 as appropriate, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower-Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions on previous page before completing Certification.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name: _____

Project: National School Lunch Program

Name of Company's Authorized Representative: _____

Title of Company's Authorized Representative: _____

Signature: _____ Date: _____

Certification Regarding Lobbying

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 any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Company Name: _____

Project: National School Lunch Program

Name of Company's Authorized Representative: _____

Title of Company's Authorized Representative: _____

Signature: _____ Date: _____

Site Data

Site Name (School/Other Site): Site number CLICS ID Number: 1000006611

Richfield Elementary School Org 020

1401 West 76th Street

Richfield, MN 55423

Grades K-5

Enrollment

Number of Free Students: 119 Number of Reduced-Price Students: 34 Number of Paid Students: 149

Richfield Middle School Org 030

Address: 1401 West 76th Street Richfield, MN 55423

Grades 6-8

Enrollment

Number of Free Students: 67 Number of Reduced-Price Students: 32 Number of Paid Students: 202

Bloomington Elementary School Org 010

Address: 8600 Bloomington Avenue South

Bloomington, MN 55425

Grades K-5

Enrollment

Number of Free Students: 147 Number of Reduced-Price Students: 33 Number of Paid Students: 358

Grades

Grade Levels: K-8_____

Enrollment

Number of Free Students: _____ Number of Reduced-Price Students: _____ Number of Paid Students: _____

Meal Preparation—check one

Onsite Kitchen Satellite Pre-Packaged

Days

Number of Annual Serving Days: 170

Breakfast Program

Ovs ¹	Meal Service Times	# ADP ² Free Breakfasts	# ADP ² Reduced-Price Breakfasts	# ADP ² Paid Breakfasts	Paid Breakfast Price	# ADP ² Non-Program (Adult) Breakfasts	Non-Program (Adult) Breakfast Price	Severe Need ³
X	8:15am-8:30am	238	62	478	N/A	0	N/A	<input type="checkbox"/>

Lunch Program

Ovs ¹	Meal Service Times	# ADP ² Free Lunches	# ADP ² Reduced-Price Lunches	# ADP ² Paid Lunches	Paid Lunch Price	# ADP ² Non-Program (Adult) Lunch	Non-Program (Adult) Lunch Price
X	11am-1:00pm	256	73	447	N/A	0	N/A

Special Milk Program (SMP and/or Minnesota Kindergarten Milk Program (MKMP))

Number of ADP² SMP Milks: 0 Number of ADP² MKMP Milks: 30

¹ If this box is checked, meals are served using the Offer vs. Serve provision.

² ADP is average daily participation; that is, the average number of reimbursable meals, snacks or milks served per day.

³ If this box is checked, the site qualifies for Severe Need Breakfast reimbursement rates.

A La Carte

N/A

Number of Equivalent Lunches⁴: _____

This data is [] projected from months _____ through _____ of current school year 20____ - ____ . [] From the previous school year 20____ - ____ .

If this box is checked, see Site Data page 2 for additional programs.

Site Name (School or other Site): _____

Afterschool Snack Program—Area Eligible

N/A

- National School Lunch Program (NSLP) Snacks
- Child and Adult Care Food Program (CACFP) Snacks and/or Meals

Meal/Snack Service Times	Number ADP ² Snacks	Number ADP ² Meals (CACFP)	Number ADP ² Paid Breakfasts	Number Annual Days

Afterschool Snack Program (NSLP)—Not Area Eligible

N/A

Snack Service Times	Number ADP ² Free Snacks	Number ADP ² Reduced-Price Snacks	Number ADP ² Paid Snacks	Paid Snack Price	Number Annual Days

Summer Food Service Program

N/A

Meal/Snack Service Times	Number ADP ² Breakfasts	Number ADP ² Lunches	Number ADP ² Snacks	Number ADP ² Suppers	Number Days
Approximate	Approximate				12

⁴ The number of “equivalent lunches” represented by a la carte sales is total a la carte sales (excluding catering functions) divided by the lunch equivalency factor of \$4.95.

Site Recap (if applicable)

This page is completed if School Food Authority has more than one site.

Site Types

Total Sites	Onsite Kitchen Number of Sites	Satellite Number of Sites	Prepackaged Number of Sites
2	NA	2	

Students -All Sites

Total Enrollment	Number Qualified for Free Meals	Number Qualified for Reduced-Price Meals	Number Qualified for Paid Meals
1145	333	99	709

As of February 2024

Revenues by Program - All Sites (Do for feb)

Program	Number of Sites	Annual Reimbursements and Sales
Breakfast	2	\$30,400 for Feb. x 9=\$273,600
Lunch	2	\$65,500 for Feb. x 9 =\$589,500
Milk	2	\$115 for Feb. x 9 = \$1,035
A La Carte		
Afterschool Snacks		
Summer (SFSP)		
Total		\$96,015 for Feb. x 9= \$864,135

Total \$864,135

For the period of February 2024 (claims and reimbursement)

(Sample) Minimum Food Specifications

Meat/Seafood – All meats, meat products, poultry products, and fish must be government inspected.

- Beef, lamb and veal shall be USDA Grade Choice or better.
- Pork shall be U.S. No. 1 or U.W. No. 2,
- Poultry shall be U.S. Government Grade A.
- Seafood to be top grade, frozen fish – must be a nationally distributed brand, packed under continuous inspection of the USDA.

Dairy Products – All dairy products must be government inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled.
- Frozen eggs, USDA inspected.
- Milk, pasteurized Grade A.

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality and color – U.S. Grade A Fancy.
- Canned fruits and vegetables selected to requirements – U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices).
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better.

Baked Products

- Bread, rolls, pies, cakes and puddings either prepared or baked on the premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements, as applicable.

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards.

(Sample) Non-Price Evaluation Criteria

[Instructions to SFA (**Delete from RFP prior to distribution**): These are sample criteria, in addition to the criterion of lowest price that a School Food Authority (SFA) might use when evaluating proposals. The SFA must develop its own list of non-price criteria showing the maximum points that will be awarded for each. Provide a description for each criterion to provided bidders with the minimum requirements for each criterion and required supporting documentation. Lowest price must receive the highest number of maximum points compared to other criteria. (The maximum points for lowest price does not have to receive more than 50 percent of total points). The [Bid Point Calculator](#) spreadsheet, available on the MDE website, may be used to document the SFA's criteria and the maximum points for each area.]

Instructions to Company: Submit your written proposal to address each of the criteria below. The proposal will be evaluated and scored by the SFA's evaluation committee. The maximum points for each criterion are provided below.

Evaluation Criteria	Maximum Points
District Manager Support	10
Employee Training and Development	10
Evaluation of FSMC References/Past Performance	5
Integrity and Reliability of Projected Operating Budget/Forecast	20
Manager Candidate	5
Marketing and Merchandising Plan	5
Nutrition Education	10
Plan of Operation	5
Plan to Increase Participation	5
District Specific Requirements	5
Price (Greatest Points)	20
Total Points	100

Projected Costs

Based on 22 days of service in school year 2023-24

Expenses: <i>(from Food Service Account)</i>	Total Cost
Food Cost-Including USDA Foods delivery charge	\$919,000
Labor	\$
Fringe Benefits	\$
On-Site Manager Salary and Benefits	\$
Contracted Services	\$
Transportation Cost	\$
Non-Food (supplies and other materials)	\$8,100
Indirect Costs (assigned to food service)	\$
Other:	\$
Total	\$927,100 (+ Salary)

Refer to the district annual audit for additional cost information.

Cost Responsibility Detail

School Food Authority (SFA): indicate with an "x" whether the cost will be paid by SFA or Company, or the cost does not apply.

SFA: change or add costs as necessary.

Food

Area of Responsibility	Company	SFA	N/A
Food Purchases	X		
USDA Handling and Processing Charges	X		
Processing and Payment of Invoices	X	X	

Labor—Company Employees

Area of Responsibility	Company	SFA	N/A
Salary/Wages	X		
Fringe Benefits and Insurance	X		
Retirement	X		
Payroll Taxes	X		
Workers Compensation	X		
Unemployment Compensation	X		
Preparation and Processing of Payroll	X		

Labor—SFA Employees

Area of Responsibility	Company	SFA	N/A
Wages		X	
Fringe Benefits and Insurance		X	
Retirement		X	
Payroll Taxes		X	
Workers Compensation		X	
Unemployment Compensation		X	
Preparation and Processing of Payroll		X	

Miscellaneous/Additional Items

Area of Responsibility	Company	SFA	N/A
Cleaning/Janitorial Supplies		X	
Paper/Disposable Supplies	X	X	
Tickets/Tokens/ID System		X	
Silverware/Glassware—Initial Inventory			X
Silverware/Glassware—Replacement During Operation			X

Telephone

Area of Responsibility	Company	SFA	N/A
Local	X	X	
Long Distance	X	X	

Trash Removal

Area of Responsibility	Company	SFA	N/A
From Kitchen		X	
From Dining Area		X	
From Premises		X	

Equipment Replacement and Repair

Area of Responsibility	Company	SFA	N/A
Non-expendable		X	
Expendable		X	

Cleaning/Maintenance Responsibilities

Area of Responsibility	Company	SFA	N/A
Food Preparation Area	X		
Serving Area		X	
Kitchen Floors/Walls	X	X	
Dining Room Floors/Walls		X	
Hoods, Duct Work		X	
Tables and Chairs		X	
Light Fixtures		X	
Windows		X	
Grease Traps		X	
Restrooms for food service employees		X	

Other

Area of Responsibility	Company	SFA	N/A
Uniforms	X		
Linens	X	X	
Laundry			X
Pest Control		X	
Food and Beverage License	X	X	
Product and Public Liability	X	X	
Insurance	X	X	
Equipment Rental (explain)			X
Car/Truck Rental (explain)			X
Vehicle Maintenance			X
Storage Costs	X	X	
Courier Services (e.g., bank deposits, school deliveries)			X
Non-Company Employee Recruitment		X	
Tax—Sales			X
Tax—Other			X
Office Supplies	X	X	
Printing	X	X	
Promotional Materials	X	X	
Other (cannot include overhead expenses incurred by Company)			

Projected Revenues

Based on ___30 days of meal service in school year 24-25

Check one:

X These numbers are based on projected revenues for the current school year 23-24 using the months of February 2024

These numbers are based on actual revenue from the previous school year _____.

Projected Local Revenues N/A Due to free meals for all

Breakfasts*

Local Revenue Categories	Number Sold	Price	Local Revenue
Paid			
Adult		\$	\$
Total		\$	\$0

Lunches*

Local Revenue Categories	Number Sold	Price	Local Revenue
Paid			
Adult		\$	\$
Total		\$	\$0

Afterschool Snacks (sites not area eligible) N/A

Local Revenue Categories	Number Sold	Price	Local Revenue
Paid			
Adult		\$	\$
Total		\$	\$0

Other

Local Revenue Categories	Number Sold	Price	Local Revenue
Milk Programs			
A la Carte Revenue**		\$	\$
Other local revenue (specify)		\$	\$
Total Local Revenues			\$0

*In Minnesota there is no local revenue for reduced-price meals. State funds cover the reduced price of meals.

**A la carte revenue includes all income from lunchroom operations that are not part of the reimbursable meal programs, except catering functions. A la carte revenue includes vending machines, if applicable.

Projected Reimbursements (Based on SY 2023-24 Rates)

Breakfasts

Meal Type—Breakfasts	Number Reimbursed	Federal Rate (+ State Rate Where Applicable)	Reimbursement (Number of Meals x Rate)
Free	40,460	\$2.28	\$92,248.80
Free, Severe Need		\$2.73	\$
Reduced-Price	10,540	\$2.28	\$24,031.20
Reduced-Price, Severe Need		\$2.73	\$
Paid—Kindergarten		\$1.63	\$
Paid-Other than Kindergarten	81,260	\$2.28	\$185,272.80
Total Breakfast Reimbursements			\$301,552.80

Lunches

(No severe need)

Meal Type—Lunches	Number Reimbursed	Federal Rate (+ State Rate Where Applicable)	Reimbursement (Number of Meals x Rate)
Free	43,520	\$4.45 or (\$4.47 severe need)	\$193,664
Reduced-Price	12,410	\$4.45 or (\$4.47 severe need)	\$55,224.50
Paid	75,990	\$4.45 or (\$4.47, severe need)	\$338,155.50
Total Lunch Reimbursements	131,920		\$587,004

Afterschool Snacks

Meal Type—Afterschool Snacks	Number Reimbursed	Federal Rate (+ State Rate Where Applicable)	Reimbursement (Number of Meals x Rate)
Free		\$ 1.17	\$
Reduced-Price		\$.58	\$
Paid		\$.10	\$
Afterschool Meals (Child and Adult Care Food Program) Total of meal payment + cash-in-lieu-of-commodities payment		\$4.25	
Total Lunch Reimbursements			\$

Milk

Meal Type—Milk	Number Reimbursed	Federal Rate (+ State Rate Where Applicable)	Reimbursement (Number of Meals x Rate)
Milk	5,100	\$0.2600	1,326

Total Program Reimbursements: \$ 889,922.80

Total Local Revenues (from page 1) + Total Program Reimbursements (from above): \$ N/A

Price Proposal

Fixed Meal Prices – Food Service Management Contract

The Undersigned Company proposes to manage the school food service for Seven Hills School Food Authority (SFA) during school year 24-25 at the fixed per-meal rates shown below, subject to the terms of SFA’s Request for Proposals including SFA’s estimated total numbers of meals shown below. If the contract is awarded, Company will bill SFA for meals and meal equivalents at the fixed rates shown below, without any additional charges. **The meal price is for one full reimbursable meal and cannot separate out any one component of the reimbursable meal (i.e. price of milk *must* be included in total fixed meal price).**

The meal prices in this proposal do not take into account the value of U.S. Department of Agriculture (USDA) Foods that Company may receive for use during the year. If the contract is awarded, Company will fully credit SFA for the value of USDA Foods received for use.

Company acknowledges that the contract will be awarded based on the lowest proposed Total Cost to SFA, shown below, combined with SFA’s evaluation of non-price criteria specified in the RFP.

Program	Company’s Proposed Fixed Price per Meal or Equivalent	X	SFA’s Estimated Annual Meals or Meal Equivalents—all sites	=	Company’s Proposed Cost to SFA—all sites
Breakfast	\$	X	133,380	=	\$
Lunch	\$	X	133,380	=	\$
A la Carte (lunch equivalents)	\$	X	N/A	=	\$
Milk	\$	X	5,130	=	\$
Afterschool Snacks	\$	X	N/A	=	\$
At-Risk After-school Meals	\$	X	N/A	=	\$
Summer (SFSP)	\$	X	780	=	\$

Company’s proposed Total Cost to SFA: \$ _____

Submitted by: _____

Company: _____

Address: _____

Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

Food Service Management Contract

Fixed Meal Prices

School Year 2024-2025

Instructions: A school food authority that participates in School Nutrition Programs and contracts for management of its school food service must use this contract template to meet program requirements.

With the exception of provisions in this contract template that require information to be inserted, no changes or additions may be made to the standard provisions of this contract template unless approved by the Minnesota Department of Education (MDE) prior to execution of the contract. Any changes or additions to the contract template are described in Section 25 and attached.

Whereas Seven Hills Preparatory Academy School Food Authority (SFA) advertised for proposals for management of its school food service in accordance with the specifications attached and made a part of this contract and School Nutrition Programs (SNP) requirements, and

Whereas _____ (Vendor) submitted a proposal and has been awarded this contract, and

Whereas SFA has drafted this contract to meet SNP and SFA requirements and Vendor's proposal.

SFA and Vendor mutually agree:

4. Scope and Purpose

- a. Vendor will operate the school food service as a benefit to SFA's students, faculty and staff, in conformance with SFA's agreement with MDE. Vendor will manage the school food service to promote maximum participation in the programs listed below in compliance with the program requirements of the U.S. Department of Agriculture (USDA) and MDE. Vendor shall provide its services in accordance with generally accepted standards of care and best practices in the industry.
- b. Vendor will provide staff to manage the food service operations and supervise employees. Vendor will be an independent contractor and not an employee of SFA. The employees of Vendor are not employees of the SFA.
- c. Vendor will have the exclusive right to operate the program(s) for approximately the number of annual serving days as shown on each attached Site Data Page. **The SFA can add or remove sites and/or adjust meal periods or make other changes at a site at any time unless the change would be a material change to the contract.**

School Meal Programs

- National School Lunch Program (NSLP) and Food Distribution Program (FDP)
- School Breakfast Program (SBP)

Milk Programs

- Special Milk Program (SMP)
- Minnesota Kindergarten Milk Program (MKMP)

Afterschool Snack or Meal Programs

- At-Risk Afterschool Meals (area-eligible - Child and Adult Care Food Program (CACFP))
- Afterschool Snacks - NSLP

Summer Meal Programs

- Summer Food Service Program (SFSP)
- Seamless Summer Option (SSO) of NSLP

Child Care Program

- Child Care Center – CACFP

- d. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, must be deposited daily in the SFA's food service account. Income in excess of expenses will remain in the SFA food service account.
- e. Vendor will comply with local or state sanitation requirements, including the requirements in Section V.
- f. SFA will retain responsibility, in accordance with its agreement with MDE, to:
 - Ensure that the food service operation conforms to the SFA's agreement with MDE for child nutrition programs.
 - Control the quality, extent and general nature of the food service program.
 - Control and maintain the school food service account and overall financial responsibility for SNP.
 - Sign and submit forms to MDE including the permanent agreement/policy statement, the annual application, and monthly claims for reimbursement, reports, and all correspondence to MDE relating to the food service.
 - Distribute, approve or deny, and verify applications for meal benefits, conduct administrative hearings for denied meal benefits, use direct certification data, and maintain the free and reduced-price meals eligibility roster, except for any functions relating to approval for school meal benefits that have been expressly contracted to Vendor in Section VII.
 - Establish internal controls that ensure the accuracy of meal counts prior to the submission of each monthly claim, including reviews of meal count data by site, and edit checks of meal counts data compared to attendance.
 - Monitor the food service. If SFA has more than one site, perform a documented on-site review of the lunch counting and claiming system at each site prior to February 1 of each year. Nothing in this paragraph relieves Vendor of its independent supervisory and monitoring responsibilities.
 - Approve menus and recipes, adjustments to menus, and other foods to be served or sold.
 - Establish the selling prices for reimbursable and non-reimbursable meals and a la carte foods.

- Establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning.
 - Resolve program review and audit findings.
- g. SFA and Vendor are jointly responsible to protect the privacy and anonymity of students qualified for free or reduced-price meals, provided that nothing in this paragraph relieves Vendor of its independent obligation to protect the privacy and anonymity of students qualified for meal benefits.
- h. Vendor will cooperate with the SFA in promoting nutrition education, coordinating the SFA's food service with classroom instruction, and implementing SFA's Wellness Policy.
- i. Vendor will comply with the regulations and guidance of USDA and MDE that are applicable to the programs being administered, including but not limited to 7 Code of Federal Regulations (CFR) Parts 210, 215, 220, 225, 245, 250, and 2 CFR Parts 200 and 400, and additions or amendments thereto.
- j. SFA may request Vendor to provide additional food services such as special functions and catering. SFA will be billed for the cost of food, supplies, labor, and administrative overhead negotiated outside of this contract in an amount that ensures that the payments for additional food services fully covers all costs involved and are not subsidized by the nonprofit school food service.
- k. The SFA reserves the right to maintain, add or remove food and beverage vending machines.

5. Meal Prices and Payment

Vendor shall submit invoices by _____ of each month that services are provided for the number of meals served during the month at the fixed rate for each meal type shown on the attached Price Proposal accepted by the SFA including the number of "equivalent" lunches to be billed for any a la carte food service. **Milk must be included in the price of each breakfast and lunch and cannot be separated out.**

The fixed meal rates proposed by Vendor on the Price Proposal and accepted by SFA are:

\$ _____ per breakfast.

\$ _____ per lunch.

\$ _____ per afterschool snack or meal.

\$ _____ per milk

Other fixed rates: _____

Vendor did not consider the value of USDA Foods to be provided during the contract year when setting the proposed meal prices. SFA will pay Vendor at the rates shown above and Vendor will provide credits to SFA for the value of USDA Foods received at the warehouse or processor as described in Section 4.

6. Meals

Vendor will serve reimbursable meals, snacks, or milk that meet program requirements for the meal services and sites as indicated on the attached Site Data page(s).

Vendor will serve meals on the days and at the times requested by SFA.

Vendor will comply with the twenty-one (21)-day menu developed by SFA for NSLP, and/or SBP, that SFA provided in the request for proposals. Any changes made by Vendor after the first twenty-one (21)-day

menu may be made only with approval of SFA. SFA will approve menus no later than two (2) weeks prior to service.

Vendor will promote maximum participation in the reimbursable meal programs.

Vendor will sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.

No payment will be made to Vendor for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

SFA will retain control of the quality, extent and general nature of the food service.

Vendor will offer free, reduced-price, and paid reimbursable meals to all eligible children at participating sites.

7. USDA Foods

a. Use of USDA Foods

Vendor will perform activities relating to USDA Foods in accordance with applicable requirements in 7 CFR 250. Allowable activities are preparing meals using USDA Foods or using equal quantities of domestically produced commercial foods supplied by Vendor that are of the same generic identity and of equal or better quality; selection and ordering of USDA Foods in coordination with SFA; storage and inventory management; payment of processing fees or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of USDA Foods in processed end products to the recipient agency. The SFA and Vendor are expected to work together on ordering USDA Foods. The Vendor is not permitted to request logins to FFAVORS. The SFA must request this for the Vendor.

b. Credits for USDA Foods

The fixed meal prices in Section II were calculated without considering the value of USDA Foods to be received at the warehouse or processor for the contract year, which will reduce food costs to Vendor. Vendor will credit SFA for USDA Foods received at the warehouse or processor during the contract year regardless of Vendor's use of the foods.

Vendor will provide cash credits to SFA for the value of USDA Foods, to be subtracted from the amount due to Vendor. Credits will include entitlement and bonus foods and the value of USDA Foods contained in any processed end products. **Vendor will provide credits on a monthly basis unless crediting on a less frequent basis is described below. Vendor will disclose the types, amounts and cash values of USDA Foods received and provide credits as separate line items to SFA for the values of USDA Foods received at the warehouse and/or processor during the month. Vendor will provide credits for all USDA Foods received at the warehouse or processor for the contract year, including USDA Foods that were ordered in the spring survey by the SFA in coordination with the vendor during the previous contract year. Cash values of USDA Foods will be established by the most current information available from MDE at the time of crediting.**

If this box is checked, Vendor will provide credits for USDA Foods to SFA less frequently than monthly, at least once within the contract year. Describe below the frequency and timing of providing credits to SFA, and the need for Vendor to provide credits less frequently than monthly:

Annual Reconciliation of Credits: After all USDA Foods for the contract year have been received at the warehouse or processor, SFA will reconcile the total credits for USDA Foods provided by Vendor to the total value of USDA Foods received at the warehouse or processor on the Reconciliation of Credits for USDA Foods form.

If the annual reconciliation shows that SFA has not received full credits for the contract year, Vendor will pay the amount due to SFA within 30 days and prior to the close of the contract year. Renewal of this contract for any additional year will be subject to the reconciliation for the prior contract year showing that SFA has been fully credited for USDA Foods.

c. Additional Requirements for USDA Foods

Vendor will use all USDA donated ground beef and ground pork products, and all processed end products, in SFA's food service. Vendor will use all other USDA Foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in SFA's food service. Vendor will comply with the storage and inventory requirements for USDA donated foods in 7 CFR 250.52. Upon termination of the contract, Vendor will return all unused USDA donated ground beef, ground pork, end products and, at SFA's discretion, other unused USDA Foods.

Vendor assures SFA that the procurement of processed end products on behalf of SFA, as applicable, will comply with 7 CFR 250 and with provisions of MDE or SFA processing agreements. Vendor will disclose to SFA the value of USDA Foods contained in such end products at the processing agreement value. Refunds received from processors must be retained in the food service account. Vendor will not itself enter into a processing agreement with a processor.

Vendor and SFA will maintain records relating to the use of USDA Foods in accordance with 7 CFR 250.54. Vendor will have records available to substantiate that the SFA has received the benefit of the full value of received USDA Foods.

SFA will ensure that Vendor is in compliance with the requirements of 7 CFR 250 through SFA's monitoring of the food service operation as required in 7 CFR 210 and, if applicable, 225.

SFA, MDE, USDA, the Comptroller General, or their authorized representatives, may perform onsite reviews of Vendor's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.

Vendor accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.

Vendor will promptly credit SFA's food service account for all discounts, rebates, and allowances received by the Vendor associated with the purchase of processed commodity products on behalf of SFA as well as the full value of USDA Foods.

Notification to MDE of Change of Distributor: If award of this contract requires SFA to change its distributor, SFA must notify MDE of the change by May 15 preceding the effective start date of the contract. If notice is not provided to MDE by May 15, SFA must request MDE to grant an extension of the deadline for distributor selection.

8. Food Safety

SFA will comply with food safety inspection requirements set by USDA for its facilities. SFA will ensure that state and local regulations are being met by Vendor preparing or serving meals at any SFA facility.

SFA will post and maintain, in a publicly visible location, all reports on the most recent food safety inspection and provide a copy of the reports to a member of the public upon request.

Vendor will maintain state and/or local health certifications for any facility outside the SFA in which it prepares meals and will maintain the health certification for the duration of the contract as required under 7 CFR 210.16(c). Vendor will comply with food safety inspection requirements set by USDA and shall ensure that state and local regulations are met in its facilities.

9. Substitutions for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items for qualifying students as required by federal law, state law, or SFA policies, as specified in this section.

a. Substitutions for Students with a Disability

Vendor must provide substitutions to, or modifications of, meals on a case by case basis as required by federal law for students who are documented by a licensed physician, physician assistant, or advanced practice registered nurse such as a certified nurse practitioner to be unable to consume the regular program meals due to a disability. The special diet statement, which is required to claim program reimbursement for meals that do not meet the meal pattern requirements, must identify the student's major life activity affected by the disability, the food(s) to be omitted from the student's diet, and the food(s) that must be substituted. The statement must be signed, dated, and maintained on file.

No additional charge will be billed to the student. Vendor may bill SFA for any excess costs of providing substitutions.

b. Lactose-Reduced Milk for Students with Lactose Intolerance

Vendor must make available at least one of the following types of lactose-reduced milk that are specified in Minnesota Statutes section 124D.114, upon the written request of the parent of a lactose-intolerant student: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. The parent's request must be maintained on file.

The following Section C applies if the box is checked

c. Non-Dairy Fluid Milk Substitutes

In accordance with SFA policy and program requirements, Vendor will offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk to all students. Vendor will maintain product information on file to document that the non-dairy fluid milk product(s) meet program standards for reimbursement.

The following Section D applies if the box is checked

d. Other Substitutions

In accordance with SFA policy, Vendor may substitute food items within the meal pattern for students who do not have a disability as described in Section A, based on a request in writing that is accepted by the SFA. Vendor may bill SFA for any excess costs of providing substitutions.

10. Free and Reduced-Price Meals Benefits

One box is checked below to identify which party is responsible for determining the eligibility of students for free and reduced-price school meals.

SFA is responsible for determining eligibility for free and reduced-price meals.

SFA is responsible for the determination of eligibility for free and reduced-price meals, including the development, distribution, approval and verification of meal applications, direct certification data, and conducting any appeal hearings related to eligibility determinations.

SFA will provide Vendor with a list of students and their category of meal eligibility. The list will be updated when changes occur in a student's eligibility status. SFA will not disclose confidential information to Vendor from meal applications and direct certification data that is not needed for meal counts.

Vendor will use the private data on the eligibility status of students for school meal benefits only to provide correct, approved meal benefits to students and to determine accurate meal counts by eligibility category. The meal counting system must eliminate the potential for overt identification of students eligible for free and reduced-price meal benefits.

Vendor is responsible for determining eligibility for free and reduced-price meals.

a. Vendor will determine eligibility for free and reduced-price meals, including the development, distribution, approval and verification of meal applications, and direct certification data except as described below.

b. Vendor will use the private information provided on meal application forms, and the eligibility status of students for school meal benefits, only to provide correct, approved meal benefits to students and to determine accurate meal counts by category. Vendor ensures that the meal counting system eliminates the potential for overt identification of students eligible for free and reduced-price meal benefits.

c. SFA will conduct any appeals and hearings.

11. Books and Records

- a. Vendor will maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly and annual reporting responsibilities.
- b. Vendor will annually provide SFA with information on food costs and revenues for reimbursable meals and for non-program foods to determine compliance with program requirements for revenue from non-program foods.
- c. Vendor will submit monthly operating statements in a format approved by SFA no later than the tenth calendar day after the last day of the month in which services were rendered.
- d. Vendor will submit meal count records in a timely manner to facilitate claims submission by SFA no later than the fifth day after the last day of the month in which services were rendered. SFA will perform edit checks on the meal count records provided by Vendor prior to the preparation and submission of the claim for reimbursement. Vendor shall provide SFA with a year-end statement.
- e. Vendor will make available the books and records pertaining to the contract, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain, for audit, examination, excerpts, and transcriptions by SFA and state or federal representatives and auditors. If audit findings regarding Vendor's records have not been resolved within the three (3) year record retention period, the records must be retained beyond the three (3) year period, for as long as required for the resolution of the issues raised by the audit.
- f. Upon termination of the contract, Vendor will surrender to SFA all records pertaining to the operation of the food service, including food and non-food inventory records, menus, production records, product invoices, claim documentation and financial reports. Vendor will not remove state or federal required records from SFA premises upon contract termination.

12. Employees

Current SFA employees, including site and area managers, will be retained by SFA and/or Vendor as described here:

SFA will have final approval authority regarding the hiring of Vendor's site manager.

Vendor will provide SFA with a schedule of employees, positions, assigned locations, salaries and hours to be worked. Locations and assignments will be provided to SFA two full calendar weeks prior to start date of operations. Staffing patterns, with the exception of the site manager, will be mutually agreed upon.

- a. Vendor and SFA shall maintain the same minimum level of employee positions, hours, wages and benefits as listed on the attachments.
- b. Vendor will comply with applicable federal and state wage and hours of employment requirements.

- c. Vendor will be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of Vendor management and non-management staff, except the site manager. Vendor will provide SFA with a list of its personnel policies and employee handbook.
- d. Vendor will provide workers' compensation coverage for its employees. Vendor will maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA.
- e. Vendor will instruct its employees to abide by the policies, rules and regulations, with respect to use of the SFA's premises as established by the SFA and which are furnished in writing to the Vendor.
- f. SFA will provide sanitary toilet and hand-washing facilities for Vendor employees.
- g. SFA may request Vendor in writing to remove any Vendor employee who violates health requirements or conducts herself/himself in a manner which is detrimental to the well-being of the students. In the event of the removal or suspension of any such employee, Vendor will immediately restructure the food service staff without disruption of service.
- h. SFA and/or Vendor personnel assigned to each school will be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- i. Vendor shall conduct periodic training on food service topics for all food service employees, including required annual civil rights training.

13. Monitoring

- a. SFA will monitor the food service operation of Vendor through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. If SFA has more than one site, SFA will conduct an on-site review of the counting and claiming system at each site no later than February 1 each year in accordance with its agreement with MDE.

If SFA participates in SFSP, SFA is responsible for conducting the required SFSP site visits including preapproval visits.

- b. Vendor will maintain the necessary records for SFA to complete required monitoring activities.

14. Advisory Group/Wellness Policy/Nutrition Standards for All Foods

Vendor will:

- Participate in the formation and establishment and periodic meetings of the SFA advisory board, comprised of students, teachers, and parents, to assist in menu planning in accordance with 7 CFR 210.16(a).
- Coordinate with SFA as needed to assist in implementation of SFA's wellness policy.
- Meet SNP "Smart Snacks" nutrition requirements for foods sold a la carte and any other foods served to students during the school day.

15. Use of Facilities, Inventory, Equipment, and Storage

- a. SFA will make available, without any cost or charge to Vendor, area(s) of the premises agreeable to both parties in which Vendor will render its services.
- b. SFA may request additional food service programs from Vendor. SFA reserves the right, at its sole discretion, to sell or dispense food or beverages provided such use does not interfere with the operation

of the Child Nutrition Programs. SFA may expand food service operations outside the confines of the school/school district, such as expansion to non-affiliated charter schools, non-public, or neighboring public schools, which were not part of the original bid.

- c. Prior to the start of operations, Vendor and SFA will inventory food, including USDA Foods, and supplies on the premises. Vendor will utilize the inventory at a value determined by invoice. On termination of the contract, Vendor and SFA will take a closing inventory and add or subtract the difference to Vendor's cost of business.
- d. Vendor will maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by SFA.
- e. SFA will replace expendable equipment and replace, repair, and maintain non-expendable equipment, except when damages result from the use of less than reasonable care by Vendor employees.
- f. Vendor will maintain adequate storage practices, inventory and control of USDA Foods in conformance with SFA's agreement with MDE.
- g. Vendor will provide SFA with one set of keys for food service areas secured with locks.
- h. SFA will provide Vendor with local telephone service.
- i. SFA will furnish and install any equipment and make any structural changes needed to comply with federal, state or local laws, ordinances, rules and regulations.
- j. SFA will be responsible for any losses, including USDA Foods, which arise due to equipment malfunction or loss of electrical power not within the control of Vendor.
- k. All food preparation and serving equipment owned by SFA must remain on SFA premises.
- l. Vendor will notify SFA of any equipment belonging to Vendor on SFA premises within ten (10) days of its placement on SFA premises. SFA will not be responsible for loss or damage to equipment owned by Vendor and located on SFA premises.
- m. SFA will have access, with or without notice, to all of the SFA's facilities used by Vendor, for purposes of inspection and audit.
- n. Vendor will not use SFA's facilities to produce food, meals or services for other organizations without the approval of SFA. **If such usage is mutually agreeable, SFA and Vendor must have a signed agreement that stipulates the fees to be paid by Vendor for facility usage.**
- o. Vendor will comply with all SFA building rules and regulations.
- p. SFA, on the termination or expiration of the contract, will conduct a physical inventory of equipment and furnishings owned by SFA. Vendor will surrender all SFA equipment and furnishings to SFA in good repair and condition. Vendor will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the inventory.

16. Purchases and Buy American

Foods purchased must meet the attached specifications.

- a. Vendor will meet applicable federal and state requirements when purchasing food and supplies for meals provided under this contract.
- b. Buy American Requirement: Vendor will purchase domestic agricultural commodities and products for use in the NSLP and SBP as provided in 7 CFR 210.21(d). A domestic agricultural commodity is one that is produced in the U.S. A domestic agricultural product is processed in the U.S. with agricultural

commodities substantially produced in the U.S. that is with at least 51 percent of the agricultural commodities produced in the U.S.

17. Sanitation

- a. Vendor will comply with local and state sanitation requirements in the preparation of food.
- b. Vendor will place garbage and trash in containers in designated areas as specified by SFA. SFA will remove the garbage and trash from the designated areas.
- c. Vendor will clean the kitchen as indicated on the attached Cost Responsibility page. SFA will clean ducts and hoods above the filter line.
- d. SFA will clean the dining areas as indicated on the Cost Responsibility Detail Sheet.
- e. Vendor will operate and care for equipment and food service areas in a clean, safe and healthy condition in accordance with the standards acceptable to SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- f. SFA will provide extermination services as needed.

18. Licenses, Fees and Taxes

- a. Vendor is responsible for paying all applicable taxes and fees, including but not limited to excise tax, state and local income tax, and payroll and withholding taxes for Vendor employees. Vendor will hold SFA harmless for all claims arising from payment of such taxes and fees. The extent of responsibility is designated in the Cost Responsibility attachment.
- b. Vendor SFA shall obtain and maintain required licenses or permits, as indicated on the Cost Responsibility attachment.

19. Nondiscrimination

- a. SFA and Vendor agree that no student who participates in the meal and/or milk programs under this contract will be discriminated against 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.

20. Emergency Closings

- a. SFA will notify Vendor of any interruption in utility service of which it has knowledge.
- b. SFA will notify Vendor of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

21. Nonperformance

- a. In the event of the Vendor's non-performance under this contract and/or the violation or breach of the contract terms, SFA has the right to pursue all administrative, contractual and legal remedies against Vendor and to seek all sanctions and penalties as may be appropriate. SFA is the responsible authority without recourse to USDA or MDE for the settlement and satisfaction of all contractual and administrative issues. This authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of contractual nature.
- b. **The SFA is expected to hold the Vendor accountable for the full use of USDA foods and perform activities relating to USDA Foods in accordance with applicable requirements in 7 CFR 250. Failure by the Vendor to reimburse the SFA for the full USDA foods entitlement amount owed for the school**

year constitutes a violation or breach of contracts terms, of which the SFA is expected to pursue all administrative, contractual and legal remedies against the Vendor until full payment is received.

- c. If either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving 60 days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.
- d. Vendor will pay SFA the amount of any meal over-claims that are attributable to Vendor's negligence and that occurred during the effective dates of the contract, including over-claims based on audit or program review findings.

22. Additional Child Nutrition Programs

SFA may, during the term of the contract, apply for and be approved for additional child nutrition programs, such as SFSP or the CACFP At-Risk Afterschool Care Program, which may be added to this contract if the additional responsibilities and payments are not a material change to the contract. The SFA must document the additional program(s) and fixed meal prices in an addendum to this contract. **If adding a program to this contract would be a material change, the program may not be added to this contract and the SFA must conduct a competitive procurement for a new contract for the program.**

During any period that SFA participates in SFSP:

- a. Vendor will perform the same food service management tasks for SFSP as are provided to SFA during the school year and will pay Vendor for SFSP meals using the same meal payment structure used during the school year, unless SFA requested different tasks and/or payment structure that are attached to this contract.
- b. School will maintain responsibility for administrative functions that are prohibited from being contracted out by SFSP regulations at 7 CFR 225.15(a)(3).
- c. Vendor may provide non-unitized / bulk quantities for SFSP, with instructions on the planned portion size for each food component. MDE's approval of SFA's SFSP application constitutes MDE's approval of a waiver from the SFSP requirement to provide only unitized meals.

23. Deficit

The requirements of Minnesota Statutes Section 124D.111, Subdivision 3, will be met if a deficit exists in the food service fund at the end of the fiscal year for this contract or for any contract renewals.

24. Insurance

Vendor will meet insurance requirements:

- Attached to this contract.
- Specified here:
 - a. Vendor will maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Minnesota. A Certificate of Insurance of Vendor's insurance coverage indicating these amounts must be submitted at the time of contract award.
 - b. Comprehensive General Liability – includes coverage for:
 - Premises – Operations.

- Products – Completed Operations.
- Contractual Insurance.
- Broad Form Property Damage.
- Independent Contractors.
- Personal Injury.

\$ _____ Combined Single Limit

- c. Automobile Liability: \$ _____ Combined Single Unit.
- d. Workers’ Compensation-Statutory; Employer’s Liability: \$ _____.
- e. Excess Umbrella Liability: \$ _____ Combined Single Unit.
- f. Vendor must name SFA as additional insured on General Liability, Automobile, and Excess Umbrella. Vendor must provide a waiver of subrogation in favor of SFA for General Liability, Automobile, Workers’ Compensation, and Excess Umbrella.
- g. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before cancellation takes effect.

25. Miscellaneous

- a. This contract will be construed under the laws of the State of Minnesota. Any action or proceeding arising out of this contract will be heard in the appropriate courts of the state of Minnesota.
- b. Vendor will comply with the provisions of the proposal specifications, which in all respects will be made a part of the contract.
- c. No provision of the contract will be assigned or subcontracted without prior written consent of SFA.
- d. No course of dealing or failure of a party to strictly enforce any term, right, or condition of this contract shall be construed as a waiver of the term, right or condition.
- e. The parties acknowledge that each party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this contract.
- f. Any silence, absence, or omission from the contract specifications concerning any point will be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies) and workmanship of a quality that would normally be specified by the SFA are to be used.
- g. Payments on any claim will not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.
- h. SFA is responsible for ensuring the resolution of program review and audit findings.
- i. This contract and SFA’s information about its procurement process are subject to review by MDE for the purpose of determining whether federal and state requirements for SFA’s participation in USDA Child Nutrition Programs have been met.
- j. MDE and USDA are not parties to this contract and are not responsible for any action or inaction by the SFA or Vendor.

26. Term, Renewal, Options, Termination

The contract is effective _____ through _____.

- a. The contract may be renewed upon mutual agreement of SFA and Vendor for up to four (4) years after the original contract year, using the contract renewal document annually provided by MDE. Meal prices for a renewal contract may be adjusted up to the maximum percentage stated by MDE on the contract renewal document, which is based on the Consumer Price Index (CPI) – Food Away from Home, Midwest Region (U.S. Bureau of Labor Statistics).
- b. SFA or Vendor may terminate the contract for cause as allowed in Section XVIII by giving sixty (60) days written notice.
- c. SFA and Vendor may terminate the contract without cause or for convenience, unless both parties mutually agree to terminate the contract for convenience.

Neither SFA nor Vendor is responsible for any losses resulting from fulfillment of the terms of the contract being delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of SFA or Vendor, respectively, and which by the exercise of due diligence it was unable to prevent.

27. Certifications

- a. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the contract exceeds \$100,000, Vendor certifies that it will comply with 40 U.S.C 3702 and 3704, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under 40 U.S.C 3702 of the Act, Vendor is required to compute the wages of every laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- b. Clean Air Act (42 U.S.C. 7401-1671q) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. If the contract exceeds \$150,000, Vendor certifies that it will comply will applicable standards, orders, and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to USDA and the Regional Office of the Environmental Protection Agency.
- c. Vendor will comply with civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and USDA-FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs.
- d. Vendor will comply with the Buy American provision for the purchase of food products with federal fund. Vendor will purchase, to the maximum extent possible, domestic commodities or products that are either (1) an agricultural commodity produced in the United States (U.S.) or (2) a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
- e. Vendor has signed the following attached certifications, which are incorporated here by reference and made a part of this contract.
 - Certification of Independent Price Determination.
 - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.
 - Certification Regarding Lobbying and, if applicable, Disclosure Form to Report Lobbying.
 - Assurance of Civil Rights Compliance
- f. Vendor will comply with all other pertinent state and federal laws.

28. Additional Provisions

If this box is checked, SFA and Vendor have agreed to additional provisions attached to this contract, which have been preapproved by MDE to be in compliance with program requirements. Each additional provision attached to this contract specifically identifies the section(s) of this contract that have been added to or modified.

29. Attachments

The following documents are attached to and incorporated into this contract:

- Certificate of Independent Price Determination.
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Suspension.
- Certification Regarding Lobbying and, if applicable, Disclosure Form to Report Lobbying.
- Assurance of Civil Rights Compliance Certification
- Price Proposal page.
- Meal Patterns as applicable.
- Sample menus.
- Additional attachments as described here:

In Witness Whereof, SFA and Vendor have executed this Agreement.

Name of SFA: _____

Name and Title of SFA Authorized Representative: _____

Signature: _____ Date: _____

Name of Vendor: _____

Address of Vendor: _____

Name and Title of Authorized Vendor Representative: _____

Signature: _____ Date: _____

Name of Vendor Contact Person: _____

Phone: _____ Email: _____

Independent Price Determination Certificate

Both the SFA and the FSMC shall execute this Independent Price Determination Certificate.

Name of FSMC

Name of SFA

By submission of this offer, the FSMC 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 FSMC or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the FSMC and will not knowingly be disclosed by the FSMC 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 FSMC for the purpose of restricting competition.
3. No attempt has been made or will be made by the FSMC to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the FSMC certifies that:

1. He or she is the person in FSMC'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 1 through 3 above; or
2. He or she is not the person in FSMC'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 1 through 3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to 1 through 3 above.

To the best of my knowledge, this FSMC, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of 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 FSMC's Authorized Representative

Title

Date

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

Signature of SFA
Authorized Representative

Title

Date

Instructions for Certification Regarding Debarment Form

- 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.
- 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.
- The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 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.
- 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.
- The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-Tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List System (EPLS) on the U.S. System for Award Management website.
- 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.
- 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 as appropriate, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower-Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions on previous page before completing certification.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name: _____

Project: **National School Lunch Program**

Name of Company's Authorized Representative: _____

Title of Company's Authorized Representative: _____

Signature: _____ Date: _____

Certification Regarding Lobbying

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 any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Company Name: _____

Project: **National School Lunch Program**

Name of Company's Authorized Representative: _____

Title of Company's Authorized Representative: _____

Signature: _____

Date: _____

Assurance of Civil Rights Compliance Certification

The vendor hereby agrees that it will comply with:

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

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

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

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.

Vendor Name: _____

Award Number or Project Name: School Nutrition Program (NSLP, SBP)

Name and Title of Authorized Representative: _____

Signature: _____

Date: _____