

## Independent Price Determination Certificate

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

\_\_\_\_\_  
Name of Food Service Management Vendor      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 Vendor'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 or see 22 CFR Part 513.
- 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.

Vendor Name: \_\_\_\_\_

Project: National School Lunch Program

Name of Vendor's Authorized Representative: \_\_\_\_\_

Title of Vendor'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.

Vendor Name: \_\_\_\_\_

Project: National School Lunch Program

Name of Vendor's Authorized Representative: \_\_\_\_\_

Title of Vendor's Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Site Data**

Site Name (School/Other Site): \_\_\_\_\_ Site number \_\_\_\_ of \_\_\_\_

Address: \_\_\_\_\_

**Grades**

Grade Levels: \_\_\_\_\_

**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: \_\_\_\_\_

**Breakfast Program**

Ovs <sup>1</sup>	Meal Service Times	# ADP <sup>2</sup> Free Breakfasts	# ADP <sup>2</sup> Reduced-Price Breakfasts	# ADP <sup>2</sup> Paid Breakfasts	Paid Breakfast Price	# ADP <sup>2</sup> Non-Program (Adult) Breakfasts	Non-Program (Adult) Breakfast Price	Severe Need <sup>3</sup>

**Lunch Program**

Ovs <sup>1</sup>	Meal Service Times	# ADP <sup>2</sup> Free Lunches	# ADP <sup>2</sup> Reduced-Price Lunches	# ADP <sup>2</sup> Paid Lunches	Paid Lunch Price	# ADP <sup>2</sup> Non-Program (Adult) Lunch	Non-Program (Adult) Lunch Price

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

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

Number of ADP<sup>2</sup> SMP Milks: \_\_\_\_\_ Number of ADP<sup>2</sup> MKMP Milks: \_\_\_\_\_

\_\_\_\_\_

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

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

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

**A La Carte**

Number of Equivalent Lunches<sup>4</sup>: \_\_\_\_\_

This data is projected from months \_\_\_\_\_ through \_\_\_\_\_ of current school year \_\_\_\_\_ - \_\_\_\_\_. From the previous school year \_\_\_\_\_ - \_\_\_\_\_.

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

Site Name (School or other Site): \_\_\_\_\_

**Afterschool Snack Program—Area Eligible**

National School Lunch Program (NSLP) Snacks

Child and Adult Care Food Program (CACFP) Snacks and/or Meals

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

**Afterschool Snack Program (NSLP)—Not Area Eligible**

Snack Service Times	Number ADP <sup>2</sup> Free Snacks	Number ADP <sup>2</sup> Reduced-Price Snacks	Number ADP <sup>2</sup> Paid Snacks	Paid Snack Price	Number Annual Days

**Summer Food Service Program**

Meal/Snack Service Times	Number ADP <sup>2</sup> Breakfasts	Number ADP <sup>2</sup> Lunches	Number ADP <sup>2</sup> Snacks	Number ADP <sup>2</sup> Suppers	Number Days

\_\_\_\_\_

<sup>4</sup> 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 \$5.00.

## Cost Responsibility Detail

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

SFA: change or add costs as necessary.

### Food

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

### Labor—Vendor Employees

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

### Labor—SFA Employees

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

### Miscellaneous/Additional Items

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

## Telephone

Area of Responsibility	Vendor	SFA	N/A
Local			
Long Distance			

## Trash Removal

Area of Responsibility	Vendor	SFA	N/A
From Kitchen			
From Dining Area			
From Premises			

## Equipment Replacement and Repair

Area of Responsibility	Vendor	SFA	N/A
Non-expendable			
Expendable			

## Cleaning/Maintenance Responsibilities

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

## Other

Area of Responsibility	Vendor	SFA	N/A
Uniforms			
Linens			
Laundry			
Pest Control			
Food and Beverage License			
Product and Public Liability			
Insurance			
Equipment Rental (explain)			
Car/Truck Rental (explain)			
Vehicle Maintenance			

<b>Area of Responsibility</b>	<b>Vendor</b>	<b>SFA</b>	<b>N/A</b>
Storage Costs			
Courier Services (e.g., bank deposits, school deliveries)			
Non-Vendor Employee Recruitment			
Tax—Sales			
Tax—Other			
Office Supplies			
Printing			
Promotional Materials			
Other (cannot include overhead expenses incurred by Vendor)			

## Evaluation Criteria

The WCRJC's Administrative team will score each RFP response to the following criteria and make a recommendation to the Clay County Board. Final approval of any county contract is up to the boards decision.

Instructions to Vendor: 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
Price Proposal	60
Evaluation of VENDOR References/Past Performance	10
Plan of Operation	10
Nutrition Education	10
Past History with NSLP Compliance	10
Total Points	100

## WCRJC Projected Revenues

Based on \_\_\_\_\_ days of meal service in school year \_\_\_\_\_

Check one:

These numbers are based on projected revenues for the current school year \_\_\_\_\_ using the months of  
through

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

### Projected Local Revenues

#### **Breakfasts\***

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

#### **Lunches\***

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

#### **Afterschool Snacks (sites not area eligible)**

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

#### **Other**

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

\*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 2024-25 Rates)

### Breakfasts

Meal Type—Breakfasts	Number Reimbursed	Federal Rate (+ State Rate Where Applicable)	Reimbursement (Number of Meals x Rate)
Free		\$2.37	\$
Free, Severe Need		\$2.84	\$
Reduced-Price		\$2.37	\$
Reduced-Price, Severe Need		\$2.84	\$
Paid—Kindergarten		\$	\$
Paid-Other than Kindergarten		\$	\$
Total Breakfast Reimbursements	-	-	\$

### Lunches

Meal Type—Lunches	Number Reimbursed	Federal Rate (+ State Rate Where Applicable)	Reimbursement (Number of Meals x Rate)
Free		\$4.645 or (\$4.665, severe need)	\$
Reduced-Price		\$4.645 or (\$4.665, severe need)	\$
Paid		\$4.645 or (\$4.665, severe need)	\$
Total Lunch Reimbursements	-	-	\$

### Afterschool Snacks

Meal Type—Afterschool Snacks	Number Reimbursed	Federal Rate (+ State Rate Where Applicable)	Reimbursement (Number of Meals x Rate)
Free		\$ 1.21	\$
Reduced-Price		\$ .60	\$
Paid		\$ .11	\$
Afterschool Meals (Child and Adult Care Food Program) Total of meal payment + cash-in-lieu-of-commodities payment		\$4.43	\$
Total Reimbursements	-	-	\$

**Milk**

<b>Meal Type—Milk</b>	<b>Number Reimbursed</b>	<b>Federal Rate (+ State Rate Where Applicable)</b>	<b>Reimbursement (Number of Meals x Rate)</b>
Milk		\$0.2700	\$

Total Program Reimbursements: \$ \_\_\_\_\_

Total Local Revenues (from page 1) + Total Program Reimbursements (from above): \$ \_\_\_\_\_

This form is for the WCRJC Administration. Please Transfer the Bid's for each proposed meal cost to the Original RFP

## Price Proposal

### Fixed Meal Prices – Food Service Management Contract

The Undersigned Vendor proposes to manage the school food service for \_\_\_\_\_ School Food Authority (SFA) during school year \_\_\_\_\_ 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, Vendor 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 Vendor may receive for use during the year. If the contract is awarded, Vendor will fully credit SFA for the value of USDA Foods received for use.

Vendor 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	Vendor’s Proposed Fixed Price per Meal or Equivalent	X	SFA’s Estimated Annual Meals or Meal Equivalents—all sites	=	Vendor’s Proposed Cost to SFA—all sites
Breakfast	\$	X		=	\$
Lunch	\$	X		=	\$
A la Carte (lunch equivalents)	\$	X		=	\$
Milk	\$	X		=	\$
Afterschool Snacks	\$	X		=	\$
At-Risk After-school Meals	\$	X		=	\$
Summer (SFSP)	\$	X		=	\$

Vendor’s proposed Total Cost to SFA: \$ \_\_\_\_\_

Submitted by: \_\_\_\_\_

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Name and Title of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Food Service Management Contract

## Fixed Meal Prices

### School Year \_\_\_\_\_

*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 \_\_\_\_\_ 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)
- SFA to SFA Vended Meal Agreement

## 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 because 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 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 MDE Price Proposal document and accepted by SFA are:

\$ \_\_\_\_\_ per breakfast.

\$ \_\_\_\_\_ per lunch.

\$ \_\_\_\_\_ per afterschool snack or meal.

\$ \_\_\_\_\_ per milk

Other fixed rates: \_\_\_\_\_

Charges outside the scope of this contract or the MDE price proposal document must be procured and invoiced separately. 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. Chargeback to Foodservice Management Company**

SFA has chargeback rights as described here: If a charge on an invoice is an unallowable charge not listed in the agreed upon terms and conditions in the contract, SFA may deny the charge. SFA may chargeback by withholding the unallowable amount from payment of the invoice with unallowable charges, recouping from, or offsetting against payments to the Vendor's account. SFA will notify vendor of the short payment to the invoice with unallowable charges or obligation to pay which Vendor must do promptly and fully; or reverse the charge(s). Failure to demand payment does not waive SFA's chargeback rights.

Examples of unallowable charges include but are not limited to the following: **delivery fees, interest fees, bulk supply fees etc.**

## 7. Meals

- a. 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).
- b. Vendor will serve meals on the days and at the times requested by SFA.
- c. 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.
- d. Vendor will promote maximum participation in the reimbursable meal programs.
- e. 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.
- f. 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.
- g. SFA will retain control of the quality, extent and general nature of the food service.
- h. Vendor will offer free, reduced-price, and paid reimbursable meals to all eligible children at participating sites.

## 8. 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 the Fresh Fruit and Vegetable Order Receipt System (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 monthly 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 on invoices 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 but 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 complies 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, 7 CFR 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 USDA Foods 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.**

## 9. 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.

## 10. 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 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.

## 11. 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.**

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.

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.

SFA will conduct any appeals and hearings.

## 12. 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.

## 13. Employees

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

- a. SFA will have final approval authority regarding the hiring of Vendor's site manager.
- b. 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, except for the site manager, will be mutually agreed upon.
- c. Vendor and SFA shall maintain the same minimum level of employee positions, hours, wages and benefits as listed on the attachments.
- d. Vendor will comply with applicable federal and state wage and hours of employment requirements.
- e. 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.
- f. 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.

- g. 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.
- h. SFA will provide sanitary toilet and hand-washing facilities for Vendor employees.
- i. 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.
- j. 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.
- k. Vendor shall conduct periodic training on food service topics for all food service employees, including required annual civil rights training.

#### **14. 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.

#### **15. Advisory Group/Wellness Policy/Nutrition Standards for All Foods**

Vendor will:

- a. 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)(8).
- b. Coordinate with SFA as needed to assist in implementation of SFA's wellness policy.
- c. Meet SNP "Smart Snacks" nutrition requirements for foods sold a la carte and any other foods served to students during the school day.

#### **16. 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 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.

## 17. 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) and and stated in USDA memo SP 23-2024.

## 18. 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.

#### 19. 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.

#### 20. Nondiscrimination

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this SFA and Vendor are 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.

#### 21. 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 weather or other emergency situations.

#### 22. 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, for which the SFA will 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.

### 23. 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 contracting process for the additional 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. SFA 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.

### 24. Deficit

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

### 25. Insurance

Vendor will meet insurance requirements:

Attached to this contract.

Or

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.

**26. 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.

**27. Term, Renewal, Options, Termination**

The contract is effective \_\_\_\_\_ through \_\_\_\_\_.

- a. The contract may be renewable for additional one-year periods, if mutually agreed to by SFA and Vendor, for up to four one-year contracts after the original contract, 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.

## 28. Certifications

- The Vendor shall comply with all applicable civil rights laws, as amended, which include but are not limited to: Title VI and Title VII 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; FNS Instruction 113-1, and Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
- The Vendor shall comply with the Buy American provision for contracts that involve the purchase of food products with Federal funds, pursuant to 7 CFR 210.21 (d) and stated in USDA memo SP 23-2024.
- When possible and allowed, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered 2 CFR 200.321.
- All applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7419q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). If the contract exceeds \$150,000, Vendor certifies it will comply with applicable standards, orders and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to the USDA and the Regional Office of the Environmental Protection Agency.
- The Vendor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the contract exceeds \$100,000, Vendor certifies 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.
- The Vendor shall comply with the Davis Bacon Act (for construction contracts in excess of \$2,000) [Appendix II to 2 CFR 200/7 CFR 3019.48]
- The Vendor shall comply (if applicable) with the Recovered Materials [42 U.S.C. 6962] (2 CFR 200.323)
- The Vendor shall comply (if applicable) with the Rights to Inventions Made Under a Contract or Agreement [Appendix II to 2 CFR 200/7 CFR 3019.48]
- The successful Vendor has signed and included the Certificate of Independent Price Determination to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.

- The successful Vendor has signed and included the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, which was attached as an addendum to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.
- If applicable, the successful Vendor has signed and included the Certification Regarding Disclosure of Lobbying Activities, which was attached as an addendum to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.
- The successful Vendor has signed and included the Assurance of Civil Rights Compliance Certification which was attached as an addendum to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.

**29. 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.

**30. 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: \_\_\_\_\_

## 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, audiotope, 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](mailto: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:

Run Date October 21, 2025  
 Program School Nutrition Program  
 Sponsor 1000006260 West Central Regional Juvenile Center  
 Site (All)

MDE Claim Summary

								Year	Month	Data	
								2025		Total Count	Total Amount
								1			
Govt	Meal Type	Meal Sub Type	Rate Type	Rate Sub Type	Major	Minor		Count	Amount		
Federal	After School Snack	(blank)	Free	(blank)	(blank)	(blank)		861		861	
	Breakfast	(blank)	Free	(blank)	(blank)	(blank)		1,400		1,400	
	Lunch	(blank)	Free	(blank)	(blank)	(blank)		1,402		1,402	
			HHFKA	(blank)	(blank)	(blank)		1,402		1,402	
			Total	(blank)	(blank)	(blank)		1,402		1,402	
State	Lunch	(blank)	Free	(blank)	(blank)	(blank)		1,402		1,402	
<b>Grand Total</b>											

Run Date October 21, 2025  
 Program School Nutrition Program  
 Sponsor 1000006260 West Central Regional Juvenile Center  
 Site (All)

MDE Claim Summary

								Year	Month	Data	
								2025		Total Count	Total Amount
								2			
Govt	Meal Type	Meal Sub Type	Rate Type	Rate Sub Type	Major	Minor		Count	Amount		
Federal	After School Snack	(blank)	Free	(blank)	(blank)	(blank)		832		832	
	Breakfast	(blank)	Free	(blank)	(blank)	(blank)		1,304		1,304	
	Lunch	(blank)	Free	(blank)	(blank)	(blank)		1,289		1,289	
			HHFKA	(blank)	(blank)	(blank)		1,289		1,289	
			Total	(blank)	(blank)	(blank)		1,289		1,289	
State	Lunch	(blank)	Free	(blank)	(blank)	(blank)		1,289		1,289	
<b>Grand Total</b>											

Run Date October 21, 2025  
 Program School Nutrition Program  
 Sponsor 1000006260 West Central Regional Juvenile Center  
 Site (All)

MDE Claim Summary

								Year	Month	Data	
								2025		Total Count	Total Amount
								3			
Govt	Meal Type	Meal Sub Type	Rate Type	Rate Sub Type	Major	Minor		Count	Amount		
Federal	After School Snack	(blank)	Free	(blank)	(blank)	(blank)		835		835	
	Breakfast	(blank)	Free	(blank)	(blank)	(blank)		1,539		1,539	
	Lunch	(blank)	Free	(blank)	(blank)	(blank)		1,527		1,527	
			HHFKA	(blank)	(blank)	(blank)		1,527		1,527	
			Total	(blank)	(blank)	(blank)		1,527		1,527	
State	Lunch	(blank)	Free	(blank)	(blank)	(blank)		1,527		1,527	
<b>Grand Total</b>											

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<b>Tuscan Grilled Cheese Sandwich</b> <b>Minestrone Soup</b> Steamed Corn Orange Canned Pears	<b>Soft Shell Tacos</b> <b>Southwest Salsa</b> Black Beans <b>Refried Beans*</b> Apple Fruit Cocktail*	<b>Turkey Asian Meatballs</b> Brown Rice <b>Asian Vegetables</b> Carrot Sticks Pineapple Strawberry Cup* Sugar Cookie	<b>Greek Chicken Salad with Pita</b> <b>Happy Hummus</b> Broccoli Banana Diced Peaches	<b>Chicken Mac-n-Cheese Dinner Roll</b> California Blend Celery Sticks Watermelon Mandarin Oranges*
<b>White Chicken Chili</b> <b>Corn Bread Square</b> <b>Honey Dilled Carrots</b> Cauliflower* Blueberries Applesauce*	<b>Cheesy Chicken Quesadilla</b> <b>Romaine Salad</b> <b>Southwest Salsa</b> <b>Mexicali Corn</b> Grapes Peaches*	<b>Smothered Chicken</b> Biscuit <b>Garlic Mashed Potatoes</b> Broccoli Plum Pineapple*	<b>Sweet Potato Lasagna Rolls</b> <b>Dinner Roll</b> Asparagus Eggplant* Kiwi Pears*	<b>Sloppy Joe on a Roll</b> <b>Baked Beans</b> <b>Rainbow Carrot Crunch</b> Watermelon Fruit cocktail* <b>Royal Chocolate Brownie</b>
<b>North African Gumbo</b> Brown Rice <b>Roasted Cauliflower</b> Green Beans* Grapes Pears*	<b>Crispy Fish Tacos</b> <b>Corn/Edamame Salad</b> Sweet Potato Tots* Applesauce Banana*	<b>Asian Noodle Chicken Salad</b> <b>Asian Vegetables</b> Jicama Strips Mandarin Oranges Pomegranate Seeds* <b>Oatmeal Cranberry Cookie</b>	<b>Beefy Nachos</b> Black Beans Cherry Tomatoes Blackberries Fruit Cocktail*	<b>Broccoli, Ham &amp; Cheese Pita</b> Brussel Sprouts Strawberry Cup Apricots*
<b>Italian Pizza Sandwich</b> <b>Broccoli Cheddar Soup*</b> <b>Honey Dilled Carrots</b> Peaches Apple*	<b>Bahn Mi Sandwich</b> <b>Three Bean Salad</b> French Fries* Blueberries Applesauce*	<b>Harvest Pot Pie</b> <b>Dinner Roll</b> Black Beans Fruit Cocktail Dried Cherries* <b>Royal Chocolate Brownie</b>	<b>Beef Chili</b> <b>Cornbread Square</b> <b>Super Salad</b> <b>Sweet Cinnamon Squash</b> Raspberries Pears*	<b>Crunchy Hawaiian Chicken Wrap</b> Broccoli Sugar Snap Peas Pineapple Orange*
<b>Sweet Potato &amp; Black Bean Stew</b> <b>Cornbread Square</b> Sweet Potato Fries* Avocado Cantaloupe Applesauce*	<b>Fiesta Chicken</b> <b>Ranch Fajitas</b> Lentils <b>Ranch Pasta Salad*</b> Plum Mandarin Oranges*	<b>Beef Stir Fry</b> Brown Rice <b>Sweet &amp; Sour</b> <b>Broccoli Salad</b> Sauteed Zucchini Banana Pears*	<b>Homestyle Meat Sauce</b> With Spaghetti Garlic Bread* California Blend Sugar Snap Peas Grapes Craisins*	<b>Philly Chicken Sub</b> <b>Western Beans</b> <b>Italian Baby Potatoes</b> Mango Fruit Cocktail*

## Projected Costs

Based on \_\_\_\_\_ days of service in school year \_\_\_\_\_

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

Refer to the district annual audit for additional cost information.

Note: The WCRJC currently operates its food service via a fixed meal price contract. The current RFP also calls for a fixed meal price contract to fulfill the food services for the WCRJC. In 2024 the WCRJC spent \$232,777.13 on this service.