



School Nutrition Programs Request for Proposals (RFP) Cost Reimbursable Food Service Management Contract

Required Template Documents for an RFP

This packet includes required Minnesota Department of Education (MDE) template documents for a school food authority (SFA) to draft a cost-reimbursable Request for Proposals (RFP) and contract 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.
- Template for Cost-Reimbursable Contract

Procurement Procedures

The SFA must use this RFP-School Food Service Management Contract for Cost-Reimbursable meals and Cost-Reimbursable Contract template to procure the services of a Food Service Management Company (FSMC). If the contract will exceed \$25,000 for charter schools, \$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, section 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 applicable program requirements for fair and open competition have been met.

Timeline

Sufficient time must be allowed for the SFA to complete all the steps from drafting the RFP to approval and award of the contract. A formal procurement should start by January 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 Procurement Handbook which is available on the MDE website.

Types of Contracts

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 FSMC vendor to provide discounts, rebates or credits the vendor receives from their vendor during the contract year. A template for a fixed meal prices management contract is provided on the MDE website.
2. Cost reimbursement of the vendor's actual direct costs plus fixed administrative fees. The SFA reimburses the vendor for costs, minus discounts, rebates and credits. This is the MDE template for a cost-reimbursable price RFP and contract.

Questions

If you have any questions about National School Lunch Program (NSLP) 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.

Legal Notice

Cost-Reimbursable RFP for Food Service Management Company

Attention: Food Service Management Companies

_____ 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: _____

Food Service Management Companies may submit proposals to: _____

_____ reserves the right to reject any proposal for a documented reason or to reject all proposals if there is an insufficient number of proposals.

A _____ pre-proposal meeting is scheduled for _____ at _____ at _____.

All proposals must be submitted no later than _____ on _____. All proposals must be delivered in a sealed envelope and addressed to the _____ and be clearly marked: Food Service Management Proposal.

Letter to Food Service Management Companies for Cost-Reimbursable RFP

Date:

_____ will be accepting proposals for the management of the school food service operation for the forthcoming school year. The mandatory pre-proposal meeting is scheduled for _____ at _____ at _____.

Please respond in writing to indicate whether you will or will not be attending this meeting.

SFA - select one

- A copy of the Request for Proposals is enclosed.
- To request a copy of the Request for Proposals, contact _____ .

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 call me at _____ .

Sincerely,

Instructions to SFA for Preparing the RFP / Contract

Remove these instructions before distributing the Request for Proposals

1. The Request for Proposals (RFP) is a template to be used and sent to the Minnesota Department of Education (MDE) for approval prior to distributing to vendors.
2. Once proposals are received and chosen, the contract template must be used and sent to MDE prior to signing and executing the contract.
3. Once the contract is approved by MDE, signatures are obtained, and a final copy is sent back to MDE. Any changes or additions to the standard contract language after signing must be submitted to the MDE – Nutrition Program Services (NPS) for approval.
4. Contracts must not be executed prior to MDE approval.
5. The SFA's annual application to participate in school nutrition programs will not be approved until the signed contract is received by MDE.
6. Meals served prior to MDE contract approval are not eligible for reimbursement.

This RFP and contract template are ONLY to be used for **cost-reimbursable** food service management contracts.

Instructions for SFAs to complete the RFP Template

Section	Description
Cover Page	Insert name of SFA
D	Insert school information, proposal opening information, and contact person.
E	Insert the estimated contract begin date and year of contract end date. Contract term may not exceed one year Contracts may be renewed up to four times using MDE's renewal template
F	It is best practice for an SFA to host a pre-proposal meeting. In this section, the SFA must decide if a pre-proposal meeting will be held and whether or not it is mandatory for bidding vendors to attend.
J	Indicate the employment status of current food service employees under the new contract.
M	A table for the SFA to include the bidding evaluation criteria. Cost must be assigned the greatest single number of points. Points are usually set so that the total number of points that can be awarded is 100. The attached <i>Sample of Non-Price Evaluation Criteria</i> has sample criteria and descriptions for this table.
N	Delete provisions 2 and/or 3 if not applicable
P	Determine if SFA or Vendor is responsible for meal eligibility
Q	USDA Foods – check applicable box
R	Bonding Requirements if applicable

The following attachments are already incorporated with the RFP/Contract template and must be included in the RFP:

- **Site Data** SFA completes one site data form for each site
- **Site Recap** SFA completes if more than one site included on the RFP and deletes if only one site is applicable. SFA to add “as of date” regarding relevant date information.
- **Sample- Minimum Food Specifications** Using this list of food specifications, amend or change as needed to identify the foods the SFA is willing to accept. Modifications for ethnic or religious preferences are allowed.
- **Sample- Non-Price Evaluation Criteria** Do not include on the RFP; SFA uses the sample to assist in setting evaluation criteria in section M of the RFP
- **Projected Costs** SFA completes
- **Cost Responsibility** SFA completes
- **Projected Revenues** SFA completes
- **Projected Reimbursements (2025-26)** SFA completes
- **Cost Proposal Cost-Reimbursable Leave** blank for the vendor to complete with the proposal
- **Independent Price Determination Certification** Include this blank page with the RFP/Contract. Vendor will sign and include the certification with its proposal. SFA will also sign the certification form submitted by Vendor that is awarded contract.
- **Instructions and Form - Suspension and Debarment Certification** Include this blank page with the RFP/Contract. Vendor will sign the certification and include with its proposal.
- **Lobbying Certification** Include this blank page with the RFP/Contract. Vendor will sign and include the certification with its proposal.
- **Disclosure of Lobbying Activities and Instructions** Include this blank page with the RFP/Contract. If Vendor has made payments to lobbying entities as described on the Instructions page, Vendor will complete the disclosure form and attach to its proposal.
- **Assurance of Civil Rights Compliance Certification** Include this blank page with the RFP/Contract. Vendor will sign and include the certification with its proposal.

Other Required Attachments

- **Claims** Although not required, it is best practice to attach an actual claim which supports the information of expected meals.
- **Lunch menus** Attach 21-day cycle menu the Vendor will use to estimate costs.
- **Breakfast menus** Attach 21-day cycle menu the Vendor will use to estimate costs.

Request for Proposals (RFP)
Food Service
Management Contract
Cost-Reimbursable plus Administrative Fee

School Year: _____

Proposal Due Date: _____

School Food Authority:

Purpose

A. Intent

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 (FSMC), referred to as the Vendor, 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. For purposes of this RFP and contract, the Vendor may also be referred to as FSMC, respondent, bidder, or offeror and shall mean the company responding to this RFP with a proposal that may be awarded.

Procurement of the contract will be conducted in a manner that provides maximum open and fair competition as documented in 2 Code of Federal Regulations (CFR) Part 200.319(a) and (b). Providing maximum open and fair competition means:

1. Not placing unreasonable requirements on firms for them to qualify to do business
2. Requiring unnecessary experience and excessive bonding
3. Noncompetitive contracts to consultants that are on retainer contracts
4. Noncompetitive pricing practices between firms or between affiliated companies
5. Organizational conflicts of interest
6. 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
7. Any arbitrary action in the procurement process

Procurement methods are to be implemented according to 2 CFR 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 Vendor must submit its proposal to meet the requirements described here, including attachments provided here that require information from the Vendor. Responsive proposals submitted by a Vendor 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 Vendor that submits the proposal awarded the most points.

B. Contract Type

The contract awarded will be a *cost-reimbursable* contract. The vendor awarded the contract will be reimbursed for its direct costs up to the maximum amount per meal and paid a fixed administrative fee per meal/meal equivalent, as proposed on the cost portion of the proposal. The contract will be for a period beginning on or about _____ and ending **June 30, 2026**.

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 Vendor, 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 CFR Parts 200 and 400, and applicable state law.

The weighted criteria the 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:

Name of Contact/Title:

Name of School Food Authority:

Address:

Proposals must be submitted by _____ on _____ at the address shown above. No proposal will be accepted after the exact time specified.

- 2. The SFA reserves the right to reject any proposal for documented reason, and to reject all proposals if an insufficient number of proposals is received.
- 3. To be considered for award of contract, a Vendor 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. Contract Type)**
- 4. Award will be made to a qualified and responsible Vendor whose proposal is most responsive to this solicitation. To ensure maximum free and open competition, proposals must be limited to the scope of this contract. Proposals incorporating items or incentives beyond this scope may not be considered for this awarded contract.
- 5. A Vendor 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 Vendor'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 _____ at _____.

E. Contract Terms

The contract will be for a period beginning on **July 1, 2025**, and ending **June 30, 2026**. The complete contract must include the following:

- Complete Food Service Management Contract – Cost-Reimbursable template
- Required Attachments:

SFA Provided

- Site Data
- Site Recap
- Sample- Minimum Food Specifications
- Projected Costs
- Cost Responsibility
- Projected Revenues
- Projected Reimbursements

Vendor Provided

- Cost Proposal Cost-Reimbursable
- Independent Price Determinations Certification
- Instructions and Form- Suspension and Debarment Certification
- Lobbying Certification
- Disclosure of Lobbying Activities and Instructions
- Assurance of Civil Rights Compliance
- Cost Responsibility

The standard contract template provided by the Minnesota Department of Education (MDE) must be used for the contract. No changes may be made to the standard contract unless preapproved by MDE. 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.

Renewals

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. Price adjustments for renewed contracts will be limited to a Consumer Price Index (CPI) percentage announced by MDE each year. The Consumer Price Index (CPI) – Food Away from Home, Midwest Region (U.S. Bureau of Labor Statistics) is the index used to determine the maximum percentage by which contract costs and fees may be adjusted for the year at time of contract renewal.

F. 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 will be held on _____ at _____ at _____. Attendance is _____.

G. Late Bids / or Proposals

Any proposal received after the deadline will not be considered.

H. Gifts From FSMC

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.

I. Selection of Manager

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

J. Employees

The current SFA food service employees will:

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

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.

K. Meal Equivalents

The meal equivalency factor for school year 2025-26 is \$5.00. The factor is based on the 2024-25 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 the non-program (a la carte) food service is equivalent to, for the purpose of paying vendor for the a la carte food service. Net non-program revenue (excluding catering) will be divided by the equivalency factor of \$5.00 to determine the number of equivalent lunches for payment to the vendor. The factor will be updated for any year the contract is renewed.

L. Costs and Fees

Fixed fees and cost-reimbursable requirements:

- Administrative Fee per Meal

The administrative fee pays for all centralized vendor administrative costs including data processing, marketing, training of management in vendor specific areas, legal fees, and for profit.

Direct cost requirements:

- Cost-Reimbursement

All prices invoiced to the SFA for reimbursement shall be priced as pass-through prices invoiced to the Vendor from any sources such as a manufacturer, supplier, or distributor. Prices invoiced to the SFA from the Vendor shall not markup reimbursable costs invoiced to the SFA for any reason. In addition, the Vendor must pass-through all credits, rebates, and discounts received as a result of purchases on behalf of the SFA, prorating credits, rebates, and discounts as necessary. Where rebates are not made directly to the Vendor without designation to specific FSMC accounts, the Vendor will prorate the discount and credit the SFA.

The following definitions are provided to clarify allowable direct costs:

Food is defined as and limited to those items purchased for use in the preparation and service of student, adult, catered and a la carte meals as specified under terms and conditions. This includes the cost of commodity handling and warehousing charges.

Labor is defined as and limited to on-site employees responsible for the management, preparation, and service and clean-up of meals.

Non-food Expenses are defined as expenses incurred other than food and labor directly related to the preparation and serving of meals.

Goods purchased become the property of the SFA, should not be vendor specific, and must be used solely to benefit the SFA.

Check one of the below options:

The FSMC bills the SFA for foods when purchased. At the option of the SFA, the FSMC will purchase back unused supplies from the SFA at the termination of the contract in order to prevent overbuying (if the FSMC bills the SFA for supplies as purchased, rather than as used).

The FSMC bills the SFA for food when used. The SFA will buy the ending inventory from the FSMC if the FSMC bills for foods when used.

M. Evaluation Criteria

Proposals will be evaluated by a committee using the following criteria.

Weight (Points)	Criteria
	Price: Total maximum cost is lowest compared to all other bids
100	TOTAL POINTS POSSIBLE

N. Food Substitutions

Vendor will meet the following requirements for food substitutions and modifications upon request by the SFA:

1. The federal requirement to provide meal substitutions and modifications for students as documented due to disabling condition.
2. The state requirement (Minnesota Statutes, section 124D.114) to provide lactose-reduced milk for students with lactose intolerance.
3. **[SFA – check box if not applicable]**
The SFA policy to provide substitutions that meet the meal pattern for preferences of students without a disability.
4. **[SFA – check box if not applicable]**
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.

O. Non-Program Foods

A la carte (non-program) foods includes extra milk, adult meals, Smart Snacks, and second entrees.

P. Free and Reduced-Price Meal Eligibility

will be responsible for the free/reduced-price meal eligibility processes, including distribution of meal applications and approval/denial of applications.

Q. USDA Foods

Crediting of USDA Foods

The USDA allows for two different methods to identify the value of USDA foods credited to the SFA as provided in USDA memo Guidance in Crediting for, and Use of, Donated Foods in Contracts with Food Service

Management Companies, FD-080, January 25, 2011. The Vendor must identify which method of crediting will be provided on the invoice.

Crediting by Disclosure: Vendor will provide detailed invoices that will include total value of foods drawn from inventory for billing period, showing a charge for all foods except the value of USDA Foods

Year-End Credit: Vendor will provide a credit one time per year at the end of the year. Credit is provided for value of all USDA Foods received in the school year.

The Vendor will provide to the SFA whether the Vendor uses the USDA Foods or does not. The total USDA Foods Value amount in the [USDA Foods Received Report for the Auditor](#) is the correct and final amount owed to the SFA from the Vendor for the year once all trucks have been received and the final report for the school year is posted on the MDE website. If there is a discrepancy between the total USDA Foods Value amount and the amount received by the SFA , the FSMC must make a *payment* to the SFA for the value of USDA Foods for which it was not credited.

School Year USDA Foods Requested

The RFP requires a Vendor submitting a proposal to be responsible for all United States Department of Agriculture (USDA) Foods received at the warehouse or processor for the SFA for the contract year. This includes USDA Foods that are requested in the spring of the previous school year, which may have been ordered by a Vendor that did not submit the successful proposal for the contract. The SFA must either attach information about requested USDA Foods to this RFP or provide information at a later time to companies submitting proposals.

The Vendor 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 the Vendor under the contract.

USDA Foods the awarded Vendor will receive on behalf of the SFA includes the initial USDA Foods for the contract year the SFA or its current vendor has requested or will request in the spring of the current school year.

Check one:

This RFP includes attached information about USDA Foods that have been requested for the upcoming contract year.

This RFP does not include information about USDA Foods that will be requested for the upcoming contract year. When USDA Foods are requested in the spring, and at least one week before proposals are due, SFA will provide information to all interested vendors about USDA Foods that have been requested for the SFA for the upcoming contract year.

R. Bonding Requirement

Enter in bonding requirement if necessary.

S. Additional Clarifications

Site Data – Example 2

Site Name (School or other Site): _____ Site number _____ of _____

Address: _____

Data from dates of: _____

General Site Data

Grades

Grade Levels: _____

Site 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

Numbers shown are average daily participation

Offer versus Serve Severe Need

Meal Service Times	# Free Breakfasts	# Reduced-Price Breakfasts	# Paid Breakfasts	Paid Breakfast Price	# Non-Program (Adult) Breakfasts	Non-Program (Adult) Breakfast Price	# of Special Diet Breakfasts	Annual Reimbursement and Revenue

Lunch Program

Numbers shown are average daily participation

Offer versus Serve

Meal Service Times	# Free Lunches	# Reduced-Price Lunches	# Paid Lunches	Paid Lunch Price	# Non-Program (Adult) Lunch	Non-Program (Adult) Lunch Price	# of Special Diet Lunches	Annual Reimbursement and Revenue

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

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

Numbers shown are average daily participation

# SMP Milks	# MKMP Milks	Annual Reimbursement

Non-Program (A La Carte)

Number shown is amount divided by equivalent lunch rate. Current lunch equivalency factor is \$5.00.

# of Equivalent Lunches	Annual Revenue

Afterschool Snack Program—Area Eligible

Numbers shown are average daily participation

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

Meal/Snack Service Times	# Snacks	# Meals (CACFP)	# Annual Days

Afterschool Snack Program (NSLP)—Not Area Eligible

Numbers shown are average daily participation

Snack Service Times	# Free Snacks	# Reduced-Price Snacks	# Paid Snacks	Paid Snack Price	# Annual Days

Summer Food Service Program

Numbers shown are average daily participation

Meal/Snack Service Times	# Breakfasts	# Lunches	# Snacks	# Suppers	# Annual Days

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

Students—All Sites

Total Enrollment	Number Qualified for Free Meals	Number Qualified for Reduced-Price Meals	Number Qualified for Paid Meals

Total Number of Meals—All Sites

Total Breakfast	Total Lunch	Total Snack	Total Meal Equivalent (A la Carte)	Total Kindergarten and Special Milk

As of

(Sample) Minimum Food Specifications

Using this list of food specifications, amend or change as needed to identify the foods the SFA is willing to accept. Modifications to ethnic or religious preferences are allowed.

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.S. 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

In addition to the criterion of lowest cost a School Food Authority (SFA) uses when evaluating proposals, the SFA must develop additional non-price criteria to use when evaluating proposals. Complete section M of the RFP to add non-price evaluation criteria. Below is a sample of criteria and descriptions most commonly used. SFA should pick 5-10 criteria from the table below for the evaluation; cost must be listed and must have the greatest single number of points assigned.

The [Bid Point Calculator spreadsheet](#), available on the Minnesota Department of Education (MDE) website must be used to document the SFA's maximum points for the cost criteria. Non-price evaluation criteria can also be added to the spreadsheet for total points to be calculated for each proposal.

Possible Point Assignment	Criteria
40	Cost: Total maximum cost is lowest compared to all other bids
20	Employee Training and Development: Vendor will provide monthly training on meal pattern, portion sizes, offer versus serve, and safety and nutrition
10	Nutrition Education and Wellness Policy: Vendor will provide a variety of nutrition education resources and will participate in the Wellness Policy committee
5	Nutrition: Vendor will provide registered dietician certifying menus for USDA nutrition standards Vendor will provide HACCP Plan and Wellness Support Plan
5	Menu/Menu Planning/Ordering Process: Vendor will provide USDA 5-week menu for breakfast, snack, lunch (basic and allergen) Vendor describes SFA's ordering process
10	Vendor Support: Vendor supports the audits of USDA/MDE. Vendor has strong kitchen manager candidates and kitchen manager/staff support. Past performance with SFA is in good standing. There is a plan to increase student and staff participation, including marketing/merchandising plan
10	Vendor Experience: Vendor has past experience with programs. Evaluation of References-provide _____ number of references with contact information. Describe vendor strengths and mission
5	Integrity and Reliability of Projected Operating Budget/Forecast: Plan of operation, including maximizing financial and compliance performance. There is support for the operating budget/forecast.
5	Direct Manager Support:
5	Vendor Meets District-Specific Requirements:

Projected Costs

Based on _____ days of service in school year _____

Expenses: (from Food Service Account)	Total Cost
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)	\$
Other:	\$
Total	

Refer to the district annual audit for additional cost information.

Projected Revenues and Reimbursements

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 _____.

Updated reimbursement rates are typically published on or around July 1 of every year.

Breakfasts*

Categories	Number Sold	Local Revenue	Reimbursement Rate	Total Revenue
Free			\$	\$
Reduced			\$	\$
Paid		\$	\$	\$
Adult		\$	\$	\$
Total	-	-	-	\$

Lunches*

Categories	Number Sold	Local Revenue	Reimbursement Rate	Total Revenue
Free			\$	\$
Reduced			\$	\$
Paid		\$	\$	\$
Adult		\$	\$	\$
Total	-	-	-	\$

Afterschool Snacks

Categories	Number Sold	Local Revenue	Reimbursement Rate	Total Revenue
Free			\$	\$
Reduced		\$	\$	\$
Paid		\$	\$	\$
CACFP (area eligible)		\$	\$	\$
Total	-	-	-	\$

Other

Categories	Number Sold	Local Revenue	Reimbursement Rate	Total Revenue
Milk Program-Kindergarten		\$	\$	\$
Special Milk		\$	\$	\$
Non-program Food Revenue**		\$ 5.00	\$	\$
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.

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

Cost Proposal

Cost-Reimbursable – Food Service Management Contract

The Vendor proposes to operate the food service management program for school food authority _____ during school year _____, subject to the information provided by the SFA in its Request for Proposals (RFP), for the maximum per-meal costs to SFA shown below. The awarded contract will require the Vendor to bill SFA for its actual direct costs plus the fixed administrative fees shown below for each meal / equivalent meal.

The contract will be awarded based on the SFA's evaluation of lowest total costs, as shown below, and other non-price evaluation criteria established by the SFA.

Refer to the Cost Proposal attachment for estimated numbers of meals and meal equivalents provided by the SFA and the Site Recap Attachment.

Program	Fixed Administrative Fee per Meal and Non-program Meal Equivalent	+	Maximum Direct Costs per Meal and Non-program Meal Equivalent	=	Maximum Total Cost per Meal and Non-program Equivalent	X	Total Meal and Non-program Meal Equivalents	=	Maximum Total Cost to SFA (based on SFA projected meals)
Lunch (including At-Risk Supper)		+		=		X		=	
Non-program (Meal Equivalents)		+		=		X		=	
Breakfast		+		=		X		=	
Snacks		+		=		X		=	
Milk (Special and Kindergarten)		+		=		X		=	
Maximum Grand Total Cost to SFA									

Submitted by:

Name of Management Company/Vendor	Authorized Signature
Address	Title
City, State, Zip Code	Date

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Cost-Reimbursable plus Administrative Fee Food Service Management Contract Cost-Reimbursable School Year: 2025-2026

Instructions: A school food authority (SFA) that participates in School Nutrition Programs (SNP) and has a food service management contract must use this cost-reimbursement contract template in order to meet SNP requirements. Except for the provisions that must be completed by SFA, this contract template may not be changed without obtaining written approval from the Minnesota Department of Education (MDE) prior to execution of the contract. SFA may include additional provisions in Section XXV of this template, or may attach additional provisions, provided the additional provision do not conflict with template provisions.

Whereas _____ (SFA) advertised for proposals for food service management in accordance with the specifications attached and made a part of this contract, and;

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

SFA and Vendor mutually agree as follows:

I. Scope and Purpose

1. 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.

Vendor will prepare food:

- a. On-site
 - b. Off-site and transport food to SFA
2. 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.
 3. Vendor will have the exclusive right to operate the program(s) indicated below for approximately the number of annual serving days as shown on each attached Site Data Page. **SFA may 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.**
 4. Programs to be operated by the Vendor

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

1. 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.
2. 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, will be deposited daily in the SFA's food service account. Income in excess of expenses will remain in the SFA food service account.
3. Vendor will comply with local or state sanitation requirements, including the requirements in Section VI of this contract.
4. SFA will retain responsibility, in accordance with its agreement with MDE, to:
 - a. Ensure the food service operation conforms to the SFA's agreement with MDE for child nutrition programs.
 - b. Control the quality, extent and general nature of the food service program.
 - c. Control and maintain the school food service account and overall financial responsibility for SNP.
 - d. Sign and submit forms to MDE including the permanent agreement/policy statement, the annual application renewal, and monthly claims for reimbursement, reports, and all correspondence to MDE relating to the food service.
 - e. 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 VIII of this contract.
 - f. 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.
 - g. Monitor the food service. Nothing in this paragraph relieves Vendor of its independent supervisory and monitoring responsibilities.
 - h. Approve menus and recipes, adjustments to menus, and other foods to be served or sold.
 - i. Establish the selling prices for reimbursable and non-reimbursable meals and milk, and a la carte foods.
 - j. Establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning.
 - k. Resolve program review and audit findings.
5. 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.
6. The SFA reserves the right to maintain, add or remove food and beverage vending machines.

II. Payment of Administrative Fees and Reimbursement of Costs

1. Vendor shall submit invoices for fixed administrative fees and reimbursement of direct costs for each meal type as shown on the attached Price Proposal accepted by the SFA, including the number of "equivalent" lunches to be billed for any non-program food service. Invoice and monthly operating statements shall be submitted by _____ of each month in order for payments to be processed timely.
2. Vendor will invoice SFA for allowable costs net of all discounts, rebates and other applicable credits due to SFA. Vendor will maintain documentation of discounts, rebates, and other applicable credits and furnish documentation upon request to SFA, MDE, or USDA. Vendor will deposit any rebate received by check directly into SFA's food service account. Vendor will refund to SFA any discounts, rebates and other applicable credits received by vendor after termination of this agreement.
3. SFA will pay allowable costs from the school food service account net of all discounts, rebates and other applicable credits accruing to or received by vendor or any assignee under the contract, to the extent

those credits are allocable to the allowable portion of the costs billed to SFA. No expenditure may be made from the from the food service account that results in vendor receiving reimbursements in excess of vendor's actual, net allowable costs.

4. Vendor will exclude all unallowable costs from its billing documents and certify only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. SFA reserves the right to require Vendor to separately identify for each cost submitted for payment the amount of the cost that is allowable (can be paid from the school food service account) and the amount that is unallowable.
5. Vendor's determination of its allowable costs must be made in compliance with applicable USDA regulations and guidance and Office of Management and Budget circulars.
6. Vendor will ensure its system of inventory management will not result in SFA being charged the value of USDA Foods as a cost.

Fixed Administrative Fee:

SFA will pay vendor the following per-meal administrative fee for each meal service, as proposed by vendor on attached Cost Proposal:

- \$ _____ per lunch
- \$ _____ per breakfast
- \$ _____ per afterschool snack
- \$ _____ per milk

Cost Reimbursements (Direct Costs):

SFA will reimburse Vendor for the direct costs of providing meals and non-program meal equivalents up to the maximum amounts as stated below and proposed on the attached MDE Price Proposal document, or actual costs, whichever is less. These maximum per meal rates do not take into consideration the value of USDA Foods received by the Vendor on behalf of the SFA. Charges outside the scope of this contract or on the MDE price proposal document must be procured and invoiced separately.

Maximum direct cost reimbursements:

- \$ _____ per lunch
- \$ _____ per breakfast
- \$ _____ per afterschool snack
- \$ _____ per milk

III. Chargeback to Foodservice Management Company by SFA

SFA has chargeback rights as described here. If a charge 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 the Vendor of the short payment to the invoice with unallowable charges or obligation to pay which the 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.**

IV. 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) which have been approved by MDE in the Cyber-Linked Interactive Child Nutrition System (CLiCS).

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).

1. Vendor will serve meals on the days and at the times requested by SFA.
2. Vendor will comply with the twenty-one (21)-day menu developed by SFA for NSLP, and/or SBP, the 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.
3. Vendor will promote maximum participation in the reimbursable meal programs.
4. 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.
5. 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.
6. SFA will retain control of the quality, extent and general nature of the food service.
7. Vendor will offer free, reduced-price, and paid reimbursable meals to all eligible children at participating sites.

V. USDA Foods

Crediting of USDA Foods

The USDA allows for two different methods to identify value of USDA foods credited to the SFA as provided in USDA memo Guidance in Crediting for, and Use of, Donated Foods in Contracts with Food Service Management Companies, FD-080, January 25, 2011. The Vendor must identify which method of crediting will be provided on the invoice.

- Crediting by Disclosure: detailed invoices will include total value of foods drawn from inventory for billing period, showing a charge for all foods except the value of USDA Foods
- Year-End Credit: a credit is provided one time per year at the end of the year. Credit is provided for value of all USDA Foods received in the school year.

The Vendor will provide credits to the SFA whether the Vendor uses the USDA Foods or does not. The Vendor will provide credits to the SFA on applicable monthly bills unless MDE approves a different crediting schedule upon review of the draft contract to be awarded. The total USDA Foods Value amount on the [USDA Foods Received Report for the Auditor](#) is the correct and final amount owed to the SFA for the year once all trucks have been received and the final report for the school year is posted on the MDE website.

Annual Reconciliation of USDA Foods: Vendor must submit inventory records with the final invoice of the contract year to the SFA, accounting for USDA Foods received for the contract year. SFA will reconcile inventory records submitted by the Vendor to the total value of USDA Foods received for the Auditor Report provided by MDE. Renewal of this contract for any additional year will be subject to the reconciliation for the prior contract year showing the Vendor has fully accounted for all USDA Foods received.

If the annual reconciliation shows the 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 the SFA has been fully credited for USDA Foods.

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.

Ordering of USDA Foods:

- SFA will shop for USDA Foods using CLiCS2 through MDE
- In collaboration with SFA, Vendor will shop for USDA Foods using CLiCS2 through MDE

Additional Requirements for USDA Foods

Vendor will first use 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 the SFA has received the benefit of the full value of received USDA Foods.

SFA will ensure the 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, 7 CFR 225.

SFA, MDE, USDA, the Comptroller General, or their authorized representatives, may perform onsite reviews of vendor's food service operation, including unannounced reviews and 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 immediately.

VI. Food Safety

SFA will comply with food safety inspection requirements set by USDA for its facilities.

SFA will ensure 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 state and local regulations are met in its facilities.

VII. Substitutions and Modifications 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.

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 unable to consume the regular program meals due to a disability. The SFA will provide the Vendor with documentation of the food(s) to be omitted from the student's diet, and the food(s) that must be substituted.

No additional charge will be billed to the student. Vendor and SFA will negotiate payments for any excess costs of providing substitutions.

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, when requested by the SFA based on a parental request. Acceptable substitutes include 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.

Non-Dairy Fluid Milk Substitutes

The following section applies if the box is checked

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.

Other Substitutions

The following section applies if the box is checked

The SFA has a policy to provide substitutions that meet the meal pattern for preferences of students without a disability, upon written request of a parent or legal guardian. SFA will provide Vendor with specific food or foods to be omitted from the student's diet and the food or choice of foods that must be substituted.

VIII. Free and Reduced-Price Meals Policy

Check box 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 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.

IX. Books and Records

1. Vendor will maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly and annual reporting responsibilities.
2. 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.
3. Vendor will submit meal count records in a timely manner to facilitate claims submission by SFA no later than the _____ 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.
4. Vendor shall provide SFA with a year-end statement.
5. 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.
6. 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 federally required records from SFA premises upon contract termination.

X. Employees

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

1. SFA will have final approval authority regarding the hiring of vendor's site manager.
2. 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.
3. Vendor and SFA shall maintain the same minimum level of employee positions, hours, wages and benefits as listed on the attachments.
4. Vendor will comply with applicable federal and state wage and hours of employment requirements.
5. 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.

6. 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.
7. 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.
8. SFA will provide sanitary toilet and hand-washing facilities for Vendor employees.
9. SFA may request Vendor in writing to remove any Vendor employee who violates health requirements or conducts him or herself 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.
10. 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.
11. Vendor shall conduct periodic training on food service topics for all food service employees, including required annual civil rights training.

XI. Monitoring

SFA will monitor the food service operation of Vendor through periodic announced and unannounced on-site visits to ensure that the food service is in conformance with USDA program regulations, including on-site reviews 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.

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

XII. Advisory Groups / Menus / Wellness Policy

Vendor will:

1. 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).
2. Coordinate with SFA as needed to assist in implementation of SFA's wellness policy.
3. Meet SNP "Smart Snacks" nutrition requirements for foods sold a la carte and any other foods served to students during the school day.

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

1. 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.
2. SFA may request additional food service programs from vendor. SFA also 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.
3. 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.
4. 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.
5. SFA will provide Vendor with local telephone service.
6. 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.

7. 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.
8. 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.
9. SFA will have access, with or without notice, to all of the SFA's facilities used by Vendor, for purposes of inspection and audit.
10. All food preparation and serving equipment owned by SFA must remain on SFA premises.
11. 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 depreciation, loss or damage to equipment owned by Vendor and located on SFA premises.
12. Vendor will provide SFA with one set of keys for food service areas secured with locks.
13. Vendor will maintain adequate storage practices, inventory and control of USDA Foods in conformance with USDA program regulations.
14. 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.
15. 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.**
16. Vendor will comply with all SFA building rules and regulations.
17. 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 the payments for additional food services are not subsidized by the nonprofit school food service.

XIV. Purchases and Buy American

Vendor will meet applicable federal and state requirements when purchasing food and supplies for meals provided under this contract.

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 stated in USDA memo SP 23-2024.

XV. Sanitation

1. Vendor will comply with local and state sanitation requirements in the preparation of food.
2. 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.
3. Vendor will clean the kitchen as indicated on the attached Cost Responsibility page. SFA will clean ducts and hoods above the filter line.
4. SFA will clean the dining areas as indicated on the Cost Responsibility Detail Sheet.
5. 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.
6. SFA will provide extermination services as needed.

XVI. Licenses, Fees and Taxes

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.

Vendor SFA shall obtain and maintain required licenses or permits, as indicated on the Cost Responsibility attachment.

XVII. Nondiscrimination

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;
- (2) **fax:** (833) 256-1665 or (202) 690-7442; or
- (3) **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

XVIII. Emergency Closings

1. SFA will notify Vendor of any interruption in utility service of which it has knowledge.
2. 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.

XIX. Nonperformance by Vendor

In the event of the Vendor's non-performance under this contract and/or 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.

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 contract terms, of which the SFA is expected to pursue all administrative, contractual, and legal remedies against the Vendor until full payment is received.

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.

Vendor will pay SFA the amount of any meal over-claims that are attributable to Vendor's negligence that occurred during the effective dates of the contract, including over-claims based on audit or program review findings.

XX. 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, the SFA participates in SFSP:

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 structures attached to this contract.

SFA will maintain responsibility for administrative functions prohibited from being contracted out by SFSP regulations at 7 CFR 225.15(a)(3).

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.

XXI. Deficit

The requirements of Minnesota Statutes, Section 124D.111, Subdivision 3, must 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.

XXII. Insurance

Vendor will meet insurance requirements:

Attached to this contract.

Specified here:

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.

Comprehensive General Liability – includes coverage for:

Premises – Operations.

Products – Completed Operations.

Contractual Insurance.

Broad Form Property Damage.

Independent Contractors.

Personal Injury.

\$ _____ Combined Single Limit

Automobile Liability: \$ _____ Combined Single Unit.

Workers' Compensation-Statutory; Employer's Liability: \$ _____.

Excess Umbrella Liability: \$ _____ Combined Single Unit.

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.

The contract of insurance shall provide for notice to SFA of cancellation of insurance policies as soon as possible but no later than 30 days before cancellation takes effect.

XXIII. Miscellaneous

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.

Vendor will comply with the provisions of the proposal specifications, which in all respects will be made a part of the contract.

No provision of the contract will be assigned or subcontracted without prior written consent of SFA.

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.

The parties acknowledge 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.

Any silence, absence, or omission from the contract specifications concerning any point will be regarded as meaning only the best commercial practices are to prevail and only materials (e.g., food, supplies) and workmanship of a quality that would normally be specified by the SFA are to be used.

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.

SFA is responsible for ensuring the resolution of program review and audit findings.

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.

MDE and USDA are not parties to this contract and are not responsible for any action or inaction by the SFA or vendor.

XXIV. Term, Renewal Options, Termination

The contract is effective _____ and ends June 30, _____.

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).

SFA or Vendor may terminate the contract for cause as allowed in Section 18 by giving sixty (60) days' written notice.

SFA or Vendor may not 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.

XXV. Certifications

1. 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.

2. 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.
3. 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.
4. All applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 U.S.C. 74017619q) 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.
5. 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.
6. 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]
7. The Vendor shall comply (if applicable) with the Recovered Materials [42 U.S.C. 6962] (2 CFR 200.323)
8. 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]
9. 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.
10. 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.
11. 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.
12. 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.

XXVI 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

School Food Authority:	Vendor:
Signature- Authorized Representative	Signature- Authorized Representative
Date	Date
Name and Title of Authorized Representative	Name and Title of Authorized Representative
Name, Address, City, State, Zip	Name, Address, City, State, Zip
Contact Name and Number	Contact Name and Number

Independent Price Determination Certificate

Both the school food authority (SFA) and the Food Service Management Company (Vendor) shall execute this Independent Price Determination Certificate.

Name of Food Service Management Company

Name of School Food Authority

By submission of this offer, the Vendor 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 Vendor 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 Vendor and will not knowingly be disclosed by the Vendor 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 Vendor for the purpose of restricting competition.
3. No attempt has been made or will be made by the Vendor 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 Vendor certifies that:

1. He or she is the person in Vendor'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 Vendor'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 Vendor, 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 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 Management Company	Authorized Signature
Address	Title
City, State, Zip Code	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 Management Company	Authorized Signature
Address	Title
City, State, Zip Code	Date

Disclosure of Lobbying Activities
Standard Form—LLL Approved by OMB
Complete This Form to Disclose Lobbying Activities Pursuant
to 31 U.S.C. 1352
(See Next Page for Public Disclosure)

1. Type of Federal Action <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	2. Status of Federal Action <input type="checkbox"/> A. Bid/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award	3. Report Type <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier, if known: _____ Congressional District, if known: _____	5. If Reporting Entity in Number 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10 a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)	10 b. Individual Performing Services: (including address if different from Number. 10 a) (Last name, first name, MI)	
11. Amount of Payment: <i>(check all that apply)</i> <input type="checkbox"/> Actual <input type="checkbox"/> Planned	13. Type of Payment: (check all that apply) <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: <i>(specify)</i> _____	
12. Form of payment: (check all that apply) <input type="checkbox"/> A. Cash Nature: _____ <input type="checkbox"/> B. In-kind (specify) Value: _____		
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Number 11. (Attach Continuation Sheets if necessary)		
15. Continuation Sheets Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction	

Instructions for Completion of Disclosure of Lobbying Activities Form

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change in a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the first tier. Sub-awards include, but are not limited to, subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks Sub-awardee, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if know. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., RFP-DE-90-001.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full name of the individual performing services, and include full address
12. if different from 10a. Enter last name, first name, and middle initial (MI).
13. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
14. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
15. Check the appropriate box. Check all boxes that apply. If other, specify nature.

16. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
17. Check whether Continuation Sheets are enclosed.
18. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Assurance of Civil Rights Compliance

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: _____