

SCHOOL NUTRITION PROGRAMS APPLICATION

SITE IDENTIFICATION INFORMATION (one page for each site)

Sponsoring Organization Name St. Michael's Lakeside School		Site Name St. Michael's Lakeside School	
Site Contact Person Name William Van Loh		Site Contact Person Title Principal	
Site Address 4628 Pitt St.	City Duluth	State MN	Zip Code 55804
Site E-Mail Address bvanloh@smlsduluth.org	Phone Number (218) 525 - 1931	Site ID Number (assigned by FNS)	

- 1. **Classification of site:**
  - Day school
  - Boarding school
  - Residential child care institution (at least 50 percent of the population at this site must be under 21 years of age)  
(Attach a copy of license from Department of Human Services, Department of Corrections, or Tribal Authority)
- 2. **Site administration:**
  - A.  Public  Private
  - B.  Site administered by sponsor organization  Site legally separate from sponsor organization: joint agreement in effect
- 3. **Estimated daily enrollment of site:** 90
- 4. **NATIONAL SCHOOL LUNCH PROGRAM**
  - Participating  Not participating  Base Year Provision 2/3
- 5. **SCHOOL BREAKFAST PROGRAM**
  - Participating  Not participating  Base Year Provision 2/3
- 6. **AFTER SCHOOL SNACK PROGRAM** (where supervised childcare and planned educational program component exist)
  - Participating  Not participating
  - Participating sponsors certify that the after-school care program at each sponsored site:
    - 1. Operates after school hours.
    - 2. Provides regularly scheduled, organized childcare services, including educational or enrichment activities, to enrolled school-age children in a structured and supervised setting.
    - 3. Is distinct from any extra-curricular programs organized primarily for scholastic, cultural or athletic purposes.
- 7. **SPECIAL MILK PROGRAM** (only for groups of children who do not have access to lunch or breakfast programs)
  - A. Program Participation:
    - No "free milk" applications option: applications NOT collected to determine income eligibility
    - "Free milk" applications option: applications collected to determine income eligibility
    - Not participating
  - B. Estimated average daily enrollment: \_\_\_\_\_
- 8. **MINNESOTA KINDERGARTEN MILK PROGRAM**
  - A. Program participation:
    - Participating  Not participating
  - B. Estimated average daily kindergarten enrollment: \_\_\_\_\_

## School Nutrition Programs CONTRACT for VENDED MEALS

A school that participates in School Nutrition Programs must meet the program requirements specified in this agreement in order to claim program reimbursements for meals provided by a Vendor.

### I. Purpose and Term

This contract, between School Food Authority (SFA) St. Michael's Lakeside School

SFA's Sponsor ID Number (CLiCS) \_\_\_\_\_

and Vendor Duluth Public Schools 709 authorizes that Vendor will provide meals, snacks or milk in accordance with this contract and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II, and if applicable Section XIV, of this contract.

The contract is effective for the period of:

September \_\_\_\_\_, 20<sup>13</sup> through June \_\_\_\_\_, 20<sup>14</sup>.

If allowed in Section XIII, this contract may be renewed for one or more additional one-year terms upon mutual agreement of SFA and Vendor.

Vendor will provide meals to SFA site(s) listed below or on an attached list.

Site Name	Site Address	CLiCS Number  if known
St. Michael's Lakeside School	4628 Pitt St. Duluth MN 55804	

SFA will notify Vendor with 30 days' notice of changes to sites.

If all sites do not receive the same types of meals, describe differences between sites here:

## II. Meal Requirements

A. Vendor will provide meals, snacks and/or milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):

- Lunches meeting National School Lunch Program requirements,\* 7 CFR 210 (meal pattern attached).
- Breakfasts meeting School Breakfast Program requirements, 7 CFR 220 (attach copy of meal pattern).
- Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210 (attach copy of snack pattern).
- Milk meeting Special Milk Program requirements, 7 CFR 215 / Minnesota Kindergarten Milk Program.

SFA has attached the cycle menus that were used in solicitation of the contract. The meals or snacks served under the contract will conform to the attached cycle menus at least for the first cycle and thereafter may be adjusted as needed by mutual agreement of the parties provided that applicable meal pattern requirements are met.

If SFA requires Vendor to provide any meals that meet requirements other than the program requirements listed above, describe other requirements here:

B. Vendor will provide meals to SFA in the following manner (check one):

- Unitized meals.
- Bulk quantities accompanied by written instructions regarding the planned portion size for each food component.
- Service of meals to SFA participants.

C. Vendor will also provide (check all that apply):

- Eating Utensils.
- Condiments.
- Paper Items.
- Extra Milk.
- Transportation Containers.
- Other, describe:

### III. Meal Charges and Billing

- A. SFA will pay the following fixed prices for meals that meet SNP requirements and are delivered in accordance with the contract. The fixed prices are the total amount due from SFA for each meal type. Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

Breakfast \_\_\_\_\_

Snack \_\_\_\_\_

Lunch ~~\$ 3.10~~ \$ 3.00

Meals (check one)  include milk  do not include milk

If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:

NOTE: Neither the Minnesota Department of Education nor USDA assumes any liability for meal payments.

- A. Vendor will bill SFA as described (include frequency of billing):  
Monthly sent out by school district. Checks are accepted.
- B. If the cost of a substituted food item or beverage provided to a student with a medical or special dietary need in accordance with Section IV exceeds the standard meal or milk payment to Vendor shown above, SFA will reimburse Vendor for the additional costs if requested by Vendor and supported by documentation of the additional cost. Additional costs may be specified above or, if not specified above, submitted by Vendor on an as-needed basis. Neither Vendor nor SFA may charge any additional amount to qualifying students who receive substitutions or modifications required by law or SFA policy.

### IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute food or beverage items or modify food items for qualifying students as required by federal and state law (Sections A and B below), and if required by any SFA policies (Sections C and D below).

If Vendor incurs additional costs for substitutions in accordance with Sections A through D below that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs, in accordance with Section III – Meal Prices. Neither Vendor nor SFA may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions to, or modifications of, meals as required by federal law for students who are documented by a physician to be unable to consume the regular program meals due to a disability. A physician's statement must identify the student's disability, the major life activities affected by the disability, the food or foods to be omitted from the student's diet, and the food or choice of foods that must be substituted. The statement must be signed and dated by the physician and must be maintained on file.

B. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement

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

C. Meal Substitutions for Students without Disability (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions for *students who do not have a disability* but who are unable to eat the regular meals due to medical or special dietary needs. Vendor will provide substitutions for students who do not have a disability upon the written request of a recognized medical authority (physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor). The request must specify the food or foods to be omitted from the student's diet, the food or choice of foods that must be substituted, be signed and dated by the recognized medical authority, and be maintained on file.

D. Non-Dairy Fluid Milk Substitutes (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more *non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk* to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. A request for a non-dairy fluid milk substitute must be in writing, identify the medical or other special dietary need that restricts the student's diet, be signed and dated by the parent/legal guardian or a medical authority (physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor), and be maintained on file. Product information must be maintained on file to document that the non-dairy product(s) offered to students meet School Nutrition Programs standards for non-dairy fluid milk substitutes.

## V. USDA Foods

Check one:

- SFA does not receive U.S. Department of Agriculture (USDA) Foods. This section of the contract is not applicable.
  - SFA receives USDA Foods to which it is entitled through the USDA Food Distribution Program. Vendor will perform activities relating to USDA Foods, including crediting SFA for the value of commodities received for use, as described here.
- A. Vendor will perform the specific activities relating to USDA donated foods that are indicated below (check or describe each activity). Vendor assures SFA that such activities will be performed in accordance with the applicable requirements in 7 CFR 250.
- Preparing and serving meals.
  - Ordering or selection of donated foods, in coordination with SFA and in accordance with 7 CFR 250.58(a).
  - Storage and inventory management of donated foods, in accordance with 7 CFR 250.52.
  - 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 donated foods in processed end products to the recipient agency, in accordance with the requirements in 7 CFR 250 subpart C.
  - Additional activities (describe):

- B. Vendor will credit SFA for the values of USDA Foods received for use by Vendor during the term of the contract, including both entitlement and bonus foods and the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). SFA must ensure that the method and timing of crediting does not cause its net cash resources to exceed the limits established in 7 CFR 210.9(b)(2).

Vendor will not charge any fees related to USDA Foods in addition to the fixed meal prices, or request any reimbursement of costs related to USDA Foods.

Method of Crediting:

During the contract year, Vendor will credit SFA on a monthly basis for the cash values of USDA Foods received by Vendor for use. Cash values of USDA donated foods will be established by the most current documentation available from the Minnesota Department of Education at the time of crediting. If SFA and Vendor mutually agree, Vendor may instead credit SFA for the value of USDA Foods received for use by reducing the amounts invoiced for lunches by the current per-lunch entitlement value of USDA Foods.

#### Annual Reconciliation:

Regardless of the method used for crediting during the year, SFA will conduct an annual reconciliation after completion of the school year, based on the year-end commodities received report supplied by the Minnesota Department of Education, to ensure that Vendor has credited SFA for the value of all USDA Foods received for use during the contract year. Vendor will pay SFA for any value of USDA Foods received for use during the year that exceeded the total credits given to SFA during the year. SFA will pay Vendor for the amount of any credits received during the year that exceeded the value of USDA Foods received for use during the year, unless other procedures are specified here.

- C. Vendor will use all USDA donated ground beef and ground pork products, and all processed end products, in SFA's food service. Vendor will use all other USDA donated 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 donated 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, donated ground pork, end products and, at SFA's discretion, other USDA donated foods.
- D. 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 ensure crediting of SFA for the value of USDA donated foods contained in such end products at the processing agreement value. Vendor will not itself enter into a processing agreement with a processor.
- E. Vendor and SFA will maintain records relating to the use of USDA donated foods, in accordance with 7 CFR 250.54.
- F. SFA will ensure that Vendor is in compliance with the requirements of 7 CFR 250 through its monitoring of the food service operation as required in 7 CFR 210 and 225, as applicable.
- G. SFA, MDE, USDA, the Comptroller General, or their authorized representatives, may perform onsite reviews of Vendor's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA donated foods.

#### **VI. Ordering and Delivering**

- A. SFA or sites will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by e-mail,

telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information:

SFA will notify vendor by both e-mail and phone calls on number of meals monthly, weekly and will make changes increasing or decreasing the morning prior to service.

B. Vendor will deliver meals as described. Include time(s) for each site.

(For each meal service, indicate time that meal will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference here to attached information:

SFA will pick up meals from vendor at 10:45.

C. Responsibility for transport containers:

(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If more than one site, indicate any differences between sites.)

Describe here, or reference here to attached information:

SFA will clean-up transport containers and return to vendor when picking up lunch the next day.

## **VII. Recordkeeping and Availability of Records**

- A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal.
- B. At the end of each month, Vendor will submit copies of the records of menus and numbers of meals furnished to SFA. Vendor will submit copies of food production records to SFA upon request.
- C. Vendor agrees that books and records pertaining to Vendor's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of SFA, Minnesota Department of Education, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.



## **VIII. Health and Sanitation**

- A. Vendor and SFA agree that state and local health and sanitation requirements will be met at all times. Vendor will meet all state and local health regulations that apply to SFA facilities and any other facilities in which meals are prepared. Vendor will maintain applicable health certifications for facilities outside SFA in which meals are prepared.
- B. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- C. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

## **IX. SFA Control of Food Service**

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies. SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from the Minnesota Department of Education.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure that the food service operation is in conformance with SFA's agreement with the Minnesota Department of Education to participate in SNP.
- D. Maintain all applicable health certifications for SFA and assure that all state and local health regulations are being met by Vendor, if preparing or serving meals at a SFA facility.
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.
- F. Retain signature authority on the SNP agreement with the Minnesota Department of Education. Retain signature authority for the annual SNP application and monthly SNP claims by electronically submitting required information to the Minnesota Department of Education.
- G. Prepare contract documents for vended meals.
- H. Review, approve or deny, and if applicable verify Applications for Educational Benefits and provide hearings related to adverse actions.

## **X. Additional Vendor Responsibilities**

Vendor agrees to comply with the following SNP requirements:

- A. Not offer a la carte food service unless free, reduced-price and full price reimbursable meals are offered to eligible students.
- B. Buy American domestic commodities and products for vended meals to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the United States substantially (51 percent or more) using agricultural commodities produced in the United States.
- C. Comply with the following, as applicable, incorporated into this contract by reference:
  - 1) All applicable parts of state energy conservation standards (Minn. R. Chapter 216C) and the Minnesota Energy Code (Minn. R. Chapter 7670).
  - 2) The requirements established in USDA regulations concerning USDA rights to copyrights, patent rights and rights in data and reporting of discoveries and inventions.
  - 3) If contract exceeds \$2,500: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5).
  - 4) If contract exceeds \$10,000: Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in the U.S. Department of Labor regulations (41 CFR Part 60).
  - 5) If contract exceeds \$100,000: All applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and the U.S. Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use of facilities included on the EPA List of Violating Facilities. Contractor will report all violations to the grantor agency and to the EPA Administrator for Enforcement (EN-329).

## **XI. Nonperformance or Noncompliance and Bonding Requirement**

In cases of nonperformance or noncompliance on the part of Vendor, Vendor will pay SFA for any excess costs which SFA may incur by obtaining meals from another source. SFA will notify Vendor (and surety vendor if performance bond is in effect) of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, SFA may negotiate another contract (or request surety Vendor to provide another Vendor). Vendor in default is liable for any difference in price between the original price and the new contract price.

Describe any bonding requirements here:

## **XII. Termination**

Either party may terminate this contract by notice in writing as described:

(The number of days required for notice of termination, not to exceed 60 days, must be stated.)

30 days

## **XIII. Contract Renewal**

SFA and Vendor may mutually agree to renew the contract up to the number of times indicated below, with financial terms for each renewal adjusted using the economic index described below. The contract may not automatically renew.

If SFA is a public school or district, the contract may be renewed for up to a maximum of two years following the original contract, in accordance with Minnesota Statutes section 123B.52. If SFA is not a public school or district, contract may be renewed for up to a maximum of four years following the original contract.

Economic Index for Price Adjustment: Prices for a renewed contract will be adjusted from the previous contract year's prices by a percentage *not to exceed* the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Food Away from Home in the Midwest Region (U.S. Bureau of Labor and Statistics). The change in the index will be measured by the change in the index during the calendar year preceding the contract effective date, unless a different time period is specified here:

## **XIV. Summer Food Service Program**

Vendor agrees to provide meals for the Summer Food Service Program (SFSP), in accordance with federal regulations at 7 CFR 225 and other SFSP requirements, if SFA participates in the SFSP during the original contract term or during any contract renewal, unless otherwise stated below. SFA will pay vendor for SFSP meals using the same payment structure used for payments to SFA during the school year unless otherwise specified below.

## **XV. Additional Provisions at Option of SFA and Vendor**

Describe additional provisions here, or reference here to additional attached nonfinancial provisions:

**Vendor Certification Statements**

Check one:

- The contract is for less than \$25,000 – No additional certification statements from Vendor are required.
- The contract is for more than \$25,000 but does not exceed \$100,000. Vendor has completed and attached a signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions form.
- The contract exceeds \$100,000. Vendor has completed and attached (1) the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions form, (2) the Certification Regarding Lobbying form, and (3) if applicable as described on the Certification Regarding Lobbying form, the Disclosure of Lobbying Activities form.

**Signatures**

SFA Name: St. Michael's Lakeside School

Authorized Representative: William Van Loh

Title: Principal

Signature of Authorized Representative: \_\_\_\_\_

Date: 7-25-2013

Vendor Name: Duluth Public Schools 709

Authorized Representative: Bill HANSON

Title: CFO

Signature of Authorized Representative: 

Date: 7/31/13

**Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs – Jan. 2012**

**Breakfast and Lunch Meal Patterns—Amount of Food<sup>b</sup> Per Week (Minimum Per Day)**

	Breakfast Meal Pattern Grades 5-K <sup>a</sup>	Breakfast Meal Pattern Grades 6-8 <sup>a</sup>	Breakfast Meal Pattern Grades 9-12 <sup>a</sup>	Lunch Meal Pattern Grades K-5	Lunch Meal Patterns Grades 6-8	Lunch Meal Pattern Grades 9-12
Fruits (cups) <sup>c,d</sup>	5 (1) <sup>e</sup>	5 (1) <sup>e</sup>	5 (1) <sup>e</sup>	2 ½ (½)	2 ½ (½)	5 (1)
Vegetable (cups) <sup>c,d</sup>	0	0	0	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark green <sup>f</sup>	0	0	0	½	½	½
Red/Orange <sup>f</sup>	0	0	0	¾	¾	1 ¼
Beans/Peas (Legumes) <sup>f</sup>	0	0	0	½	½	½
Starchy <sup>f</sup>	0	0	0	½	½	½
Other <sup>f,g</sup>	0	0	0	½	½	¾
Additional veg to reach total <sup>h</sup>	0	0	0	1	1	1 ½
Grains (oz eq) <sup>i</sup>	7-10 (1) <sup>j</sup>	8-10 (1) <sup>j</sup>	9-10 (1) <sup>j</sup>	8-9 (1)	8-10 (1)	10-12 (2)
Meat/Meat Alternatives (oz eq)	0 <sup>k</sup>	0 <sup>k</sup>	0 <sup>k</sup>	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) <sup>l</sup>	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)

**Other Specifications: Daily Amount Based on the Average for a Five-Day Week**

	Breakfast Meal Pattern Grades 5-K <sup>a</sup>	Breakfast Meal Pattern Grades 6-8 <sup>a</sup>	Breakfast Meal Pattern Grades 9-12 <sup>a</sup>	Lunch Meal Pattern Grades K-5	Lunch Meal Patterns Grades 6-8	Lunch Meal Pattern Grades 9-12
Min-max Calories (kcal) <sup>m,n,o</sup>	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) <sup>n,o</sup>	<10	<10	<10	<10	<10	<10
Sodium (mg) <sup>n,p</sup>	≤430	≤470	≤500	≤640	≤710	≤740

Trans fat<sup>h,o</sup>: Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.

<sup>a</sup>In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is one-eighth cup.

<sup>c</sup>One-quarter cup of dried fruit counts as one-half cup of fruit; one cup of leafy greens counts as one-half of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

<sup>d</sup>For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).

<sup>e</sup>The fruit quantity requirement for the SBP (five cups/week and a minimum of one cup/day) is effective July 1, 2014 (SY 2014-2015).

<sup>f</sup>Larger amounts of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

<sup>h</sup>Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>i</sup>At least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013) and in the SBP

beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-2015).

<sup>j</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

<sup>k</sup>There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute one ounce equivalent of meat/meat alternate for one ounce equivalent of grains after the minimum daily grains requirement is met.

<sup>l</sup>Fluid milk must be low-fat (one percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

<sup>m</sup>The average daily amount of calories for a five-day school week must be within the range (at least the minimum and no more than the maximum values).

<sup>n</sup>Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than one percent milk fat are not allowed.

<sup>o</sup>In the SBP, calories and trans fat specification take effect beginning July 1, 2013 (SY 2013-2014).

<sup>p</sup>Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in §210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

## INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT FORM

The Certification Regarding Debarment form on the following page must be signed by Vendor if the contract is for \$25,000 or more.

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the certification form in accordance with these instructions.
2. 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.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. 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 to obtain a copy of those regulations.
5. 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.
6. 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.
7. 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, search the records on the System for Award Management (SAM). View the SAM website (<https://www.sam.gov/portal/public/SAM/>).
8. 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.
9. 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 must be signed by Vendor if the contract is for \$25,000 or more.**

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.

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: \_\_\_\_\_

Award Number or Project Name: National School Lunch Program

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

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

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



## CERTIFICATION REGARDING LOBBYING

**This certification must be signed by Vendor if the contract is for \$100,000 or more.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Award Number or Project Name: National School Lunch Program

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

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

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