

FOOD SERVICE VENDOR AGREEMENT

BETWEEN

ISD 698 FLOODWOOD SCHOOL AND NORTHERN LIGHTS COMMUNITY SCHOOL

1. **Parties.** This Agreement is made and entered into by and between Northern Lights Community School (hereinafter “NLCS”) and ISD 698 Floodwood School, (hereinafter “District”), whose address is 115 W 4th Ave, Floodwood, MN 55736.
2. **Purpose.** District shall provide meals to NLCS in accordance with this contract and federal CACFP regulations at 7 Code of Federal Regulations (CFR) 226.
3. **Term.** This Agreement shall commence upon September 8, 2026 and shall remain in effect until May 28, 2027, or until a renewal agreement is reached for the following year.
4. **Termination.**
 - A. Either party may terminate this contract with/without cause, upon thirty (30) days prior written notice.
 - B. Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date.
 - C. Upon termination prior to the end of the 2026-2027 school year, NLCS will be obligated to pay the remaining labor for any months remaining for the school year.
5. **Ordering and Delivering.**
 - A. NLCS will notify the Districts Food Manager of meal counts Monday morning for the next week’s food service needs.
 - B. NLCS will notify District food service manager the morning of food service to confirm any changes in food count or needs by mutually decided upon time frame.
 - C. The District will prepare and NLCS will retrieve and transport the meals to their facility..
 - D. Meals will be served based on the 2026-2027 NLCS Calendar at mutually agreed upon times.
 - E. Meals will be supplied in bulk quantities, accompanied by instructions on planned portion size and number of portions contained in each bulk container. In addition, the District will provide appropriate scoop, spoon or ladle equal to the planned portion size for assurance of proper serving size.
6. **Health and Sanitation.**

- A. The District agrees that state and local health and sanitation requirements will be met at all times. The District will meet all state and local health regulations that apply to vendor facilities and any other facilities in which meals are prepared. The District will maintain applicable health certifications for facilities where meals are prepared.
- B. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

7. Party Requirements.

- A. The District shall supply:
 - a. Meals with a milk
 - b. Serving spoons or instructions of serving portions
 - c. All labor needed to complete food service will be provided solely by the School District staff.
- B. NCLS shall supply:
 - a. Serving trays and eating utensils
 - b. Hot Boxes for food storage/transport
 - c. NCLS shall have staff available to retrieve meals at the agreed upon times at the Floodwood School Cafeteria. All expenses of transporting food will be incurred by NCLS.
 - d. Staff at NCLS to serve meals to their students. The District will not have staff available to serve the meals on site at NCLS.

8. Meal Charges and Billing.

- A. NLCS will pay the following charges for meal services by the 15th of each month for the previous month's service.

Breakfast: \$2.50 per meal w/milk

Lunch: \$4.50 per meal w/milk

Labor: \$1,333.33 Billed monthly

Please refer to exhibit A for a sample billing.

NLCS will pay the District for ordered meals that meet CACFP meal requirements including health and sanitation standards in Section 6 and are delivered in accordance with the contract.

9. Substitutions and Modifications for Medical or Special Dietary Needs.

- A. The District will provide meal substitutions for participants with a disability or allergy who provide a statement from a licensed physician, physician assistant or

advanced practice registered nurse such as a certified nurse practitioner, that they are unable to consume the regular program meals due to their disability. The statement must identify how the disability affects the participant's diet, the food or foods to be omitted from the participant's diet, and the food or choice of foods that must be substituted.

10. Recordkeeping and Availability of Records.

- A. The District agrees to maintain accurate records such as invoices, receipts and meal menus. Invoices will itemize the amount of meals served monthly.

11. Additional Vendor Responsibilities.

Vendor agrees to comply with the following. As applicable, incorporated into this contract by reference.

- A. If contract exceeds \$10,000: Executive Order 11375 of the Equal Employment Opportunity Act, and as supplemented in Department of Labor Regulations

12. Vendor Certification Statements.

The contract amount is expected to be less than \$100,000. The following certifications are attached to this contract: (1) Independent Price Determination Certificate (signed by Vendor and NLCS) and (2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower-Tier Covered Transactions (signed by vendor). (3) Assurance of Civil Rights Compliance (signed by vendor)

13. Data Practices.

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of NLCS because of this Agreement are governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (as amended) ("MGDPA"), the Minnesota Rules promulgated pursuant to the MGDPA, the United States Family Educational Rights and Privacy Act (as amended) ("FERPA") and its implementing regulations, and/or other applicable State and Federal laws.

- A. **Release to Third Parties.** No educational data, as defined by the MGDPA, other nonpublic, private, or confidential data, as defined by the MGDPA, or education record, as defined by the FERPA, may be released by the NLCS, or any of the NLCS's employees, owners, agents, or representatives to any third party without the express written consent of District's Superintendent.

This provision specifically includes, but is not limited to, any media relations.

- B. Data Security.** NLCS agrees to take all reasonable steps to protect the security of all data collected, created, received, or maintained by NLCS or its employees, owners, agents, or representatives pursuant to this Agreement, including but not limited to, locking the location where any such data is physically stored and securing electronic data using a password protected system and secured server. NLCS shall notify District's Superintendent immediately, but no later than twenty four (24) hours, after receiving information that the security of any such data has been compromised or that any such data has been improperly disclosed.
- C. State Auditing.** To the extent required by Minnesota Statutes, section 16C.05, subdivision 5 (as amended), the books, records, documents, and accounting procedures and practices of the NLCS and NLCS's employees, owners, agents, or representatives relevant to this Agreement shall be made available and subject to examination by District, and the State of Minnesota for a minimum of six (6) years from the end of this Agreement.

14. Information Sharing.

The parties agree that they must share information about children served by NLCS that is reasonably necessary to ensure that the child receives appropriate food services in a manner that ensures the safety and security of the child and all others participating in the food services. The parties will cooperate in providing reasonably requested information and data to the other party for such purpose, subject to any applicable requirements of the MGDPA, FERPA, or other applicable law.

15. Liability Limitations.

- A. NLCS will place the meal total orders to the District with any accommodations needed to provide for the participants. NLCS specifically acknowledges and agrees that the District is not responsible for obtaining meal total orders or accommodations not detailed in the order communication.
- B. NLCS shall indemnify, save, and hold harmless District, its current and former Board members, employees, officers, directors, representatives,

attorneys, agents, and insurers (“Covered Parties”) against any and all claims, demands, suits, costs, judgments, administrative complaints, or other forms of liability, actual or claimed, including attorneys’ fees and punitive damages, for injury to property or persons, arising out of any intentional and/or negligent actions or omissions by NLCS, its employees, officers, directors, volunteers, agents, or independent contractors, actions or omissions of third parties under NLCS’s control and supervision, in connection with any services provided by NLCS during the term of this Agreement. NLCS’s duty to indemnify as set out in this Paragraph includes, but is not limited to, any injury or alleged injury resulting from any actual or alleged violation of the Minnesota Human Rights Act (“MHRA”), the MGDPA, the FERPA, and any other Federal, State, and/or local laws and/or regulations related to or affecting any services provided by NLCS or individuals under NLCS’s control or supervision pursuant to this Agreement, as well as all common law claims, including all negligence claims. Upon timely written notice from District, NLCS shall defend the Covered Parties in any such action or proceeding within the purview of this Paragraph brought against the Covered Parties.

Notwithstanding any other provision of this Agreement, NLCS shall not settle or compromise any claim against the Covered Parties without a signed agreement approved by District.

NLCS’s obligations to indemnify, save, hold harmless, and defend the Covered Parties shall survive the expiration, termination, or cancellation of this Agreement.

16. Relationship of the Parties.

- A. **Independent Contractor.** Nothing contained in this Agreement is intended or should be construed as creating the relationship of, employee, co-partners, or joint ventures with District. Neither the NLCS nor any of the NLCS’s employees, owners, agents, or representatives shall be considered an officer, employee, or agent of the District by virtue of this Agreement. It is the intent of the Parties that the relationship created between the parties by virtue of this Agreement is that of an independent contractor.

- B. **Tax Withholding.** No withholding or deduction for State or federal income taxes, FICA, FUTA, or other State or federal employment taxes, will be made by the District from the payments due the NLCS. It is the NLCS's sole obligation to comply with all federal and State tax laws.

17. Nondiscrimination.

While this Agreement is in effect, NLCS agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, creed, national origin, or other characteristic protected by State or federal law prohibiting discrimination be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and State laws against discrimination.

18. Governing Law, Finality and Severability.

- A. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.
- B. Severability. The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- C. Final Agreement. It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter.
- D. Assignment. Neither party shall assign this Agreement without the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- E. Amendment. This Agreement may not be modified or amended except by a writing signed by each party hereto.

F. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Fully executed copies shall be provided to all Parties.

19. Signatures.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

APPROVED BY:

Northern Lights Community School

ISD 698 Floodwood School

Signature _____

Signature _____

Date _____

Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Independent Price Determination Certificate

ISD 698 Floodwood School

Northern Lights Community School

Name of Vendor

Name of Institution

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 Vendor and will not knowingly be disclosed by 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 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 Vendor certifies that:

1. They are the person within Vendor's organization responsible within the organization for the decision as to the prices being offered herein and have not participated, and will not participate, in any action contrary to 1 through 3 above; or
2. They are not the person within Vendor's organization responsible for the decision as to the prices being offered herein, but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to 1 through 3 above, and as their agent does hereby certify; and they have not participated, and will not participate, in any action contrary to 1 through 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: (Vendor must write "N/A" if none)

N/A

Signature of Vendor's Authorized Representative

Superintendent
Title

Date

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

Signature of Institution
Authorized Representative

Title

Date

Instructions for “Certification Regarding Debarment...” Form

1. By signing and submitting this form, the prospective lower-tier participant (in this case, Vendor) is providing the certification regarding debarment, suspension, ineligibility and voluntary exclusion 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 certification 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 certification 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 Excluded Parties List System (EPLS) at: <https://sam.gov/content/home>.
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. (Read instructions on prior page before completing.)

This certification is required by: the regulations implementing Executive Order 12549; Executive Order 12689; 31 U.S.C. 6101; and 2 CFR Part 417.

1. The prospective lower-tier participant (Vendor) certifies 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 (Vendor) is unable to certify to any of the statements in this certification, such prospective participant (Vendor) shall attach an explanation to this Certification.

Vendor Name: ISD 698 Floodwood School

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Vendor's Authorized Representative: Susan Hoeft, Superintendent

Signature: _____ Date: _____

Certification Regarding Lobbying

The undersigned certifies, to the best of their 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.
4. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract 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: ISD 698 Floodwood School

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative: Susan Hoeft, Superintendent

Signature: _____ Date: _____

Assurance of Civil Rights Compliance

Vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. 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);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex 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;
- x. 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, 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.

Vendor Name: ISD 698 Floodwood School

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative: Susan Hoeft, Superintendent

Signature: _____ Date: _____

Table 1: Site List

Site Name & Address	CLICS Site ID	Days of the Week	Meal Type(s) and # of Meals Delivered	Delivery Window <i>(complete only if different than Section V.c. of Contract)</i>
			<input type="checkbox"/> Breakfast _____ <input type="checkbox"/> Lunch _____ <input type="checkbox"/> Supper _____ <input type="checkbox"/> Snacks _____ <input type="checkbox"/> A la Carte Milk _____	
			<input type="checkbox"/> Breakfast _____ <input type="checkbox"/> Lunch _____ <input type="checkbox"/> Supper _____ <input type="checkbox"/> Snacks _____ <input type="checkbox"/> A la Carte Milk _____	
			<input type="checkbox"/> Breakfast _____ <input type="checkbox"/> Lunch _____ <input type="checkbox"/> Supper _____ <input type="checkbox"/> Snacks _____ <input type="checkbox"/> A la Carte Milk _____	
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