



**School Nutrition Programs,
Request for Proposal and Resulting Contract for a
Food Service Management Company –
Templates and Instructions**

Introduction

This document includes template documents for a School Food Authority (SFA) to draft a Request for Proposal (RFP) and resulting contract for management of the school food service by a Food Service Management Company (FSMC) in compliance with School Nutrition Programs (SNP) requirements. A FSMC is “a commercial enterprise or a nonprofit organization which is or may be contracted with by the school food authority to manage any aspect of the school food service.” 7 CFR 210.2.¹ If a SFA contracts with a FSMC, it must adhere to the general requirements found in 2 CFR 210.16(a)(1)-(10).

The SFA retains responsibility for financial oversight, ensuring that the nonprofit school food service program operates within budget and complies with all applicable federal and state regulations. **The SFA will be held responsible by the Minnesota Department of Education (MDE) and the United States Department of Agriculture (USDA) for any non-compliance by its FSMC in performing services for the SFA.** For that reason, the SFA must be diligent about ensuring Vendor is: providing meals that are properly claimed under the SNP regulations; invoicing the SFA properly in accordance with the terms of the contract; and properly using and crediting USDA Foods.

This RFP template suggests evaluation criteria but allows the SFA to set its own evaluation criteria, as long as price is the criterion assigned the most points. The SFA and awarded Vendor also may negotiate modifications to the standard contract provisions or negotiate additional provisions to add to the contract. However, any modifications or additional provisions must be approved by MDE prior to final contract execution.

If you have any questions about SNP requirements for FSMC contracts, contact the MDE – NPS at 651-582-8526, 800-366-8922 (Minnesota Toll-free) or mde.fns@state.mn.us.

Required Elements of a RFP

Timeline

Sufficient time must be allowed for the SFA to complete all the steps, from drafting the RFP to approval of the RFP by the Minnesota Department of Education – Nutrition Program Services (MDE – NPS) to issuing the RFP to acceptance and review of proposals to the final award of the contract. A formal RFP process should start no later than early spring for a contract that needs to be in place for the next school year. The draft RFP must be reviewed by MDE-NPS before it is advertised and sent to vendors/potential responders. For a list of all required steps and recommended timelines, refer to the procurement handbook which is available on the [School Nutrition Procurement](#) page.

¹ Citations throughout this document may be to the relevant regulations for the National School Lunch Program (7 CFR Part 210). Each nutrition program has its own similar regulations: Special Milk Program (7 CFR Part 215); School Breakfast Program (7 CFR Part 220); Summer Food Service Program (7 CFR Part 225); and Child and Adult Care Food Program (7 CFR Part 226). The State of Minnesota Kindergarten Milk Program is governed by Minnesota Statutes 2025, section 124D.118.

Type of Contract

These instructions and template documents are for a Fixed Per-Meal Price contract in which the FSMC is paid a predetermined, **fixed** amount per meal, including a reasonable margin for profit.

United States Department of Agriculture (USDA) Foods

The RFP requires an FSMC submitting a proposal to be responsible financially for all USDA Foods received at the warehouse or processor for the SFA for the contract year, even including the credit value of foods not used by the end of the school year. This includes USDA Foods that are ordered in the spring survey during the **previous** contract year, which may have been ordered by the FSMC that previously served the SFA and does not submit the successful proposal for the new contract. The SFA must either attach information about previously ordered USDA Foods to this RFP or provide information later to FSMCs submitting proposals. (See Section N of the RFP.)

Procurement Procedures

Procurement for a FSMC, as well as all other procurements in the SNP, must be conducted in accordance with the federal regulations, specifically 7 CFR Part 210 and 2 CFR part 200, subpart D, as applicable. This template RFP and contract are compliant with those regulations.

Various procurement methods (informal, formal and noncompetitive) are found in 2 CFR 200.320. SFAs must have and use documented procurement procedures, consistent with 2 CFR 200.317, 200.318, and 200.319.

SFAs must also keep the following in mind while developing their RFPs and conducting future procurements:

- To ensure objective vendor performance and eliminate unfair competitive advantage, vendors that develop or draft specifications, requirements, statements of work, or any other documents used in a procurement must be excluded from competing on that procurement.
- Examples of situations that may restrict competition include, but are not limited to:
 - Placing unreasonable requirements on vendors to qualify to do business;
 - Requiring unnecessary experience and excessive bonding;
 - Noncompetitive pricing practices between vendors or between affiliated companies;
 - Noncompetitive contracts to consultants that are on retainer contracts;
 - Organizational conflicts of interest;
 - Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - Any arbitrary action in the procurement process.

Document Contents and How to Use These Templates and Instructions

Page(s)	Contents	How to Use	Included with Issued RFP?
1	Cover Page		No
2-3	Introduction and Required Elements of a RFP	SFA to review and retain as needed for future guidance.	No
4-5	Document Contents and How to Use These Templates and Instructions		No
6-9	Instructions for Preparing the Request for Proposal	SFA to use as guidance for completing/modifying sections of the template RFP and preparing the RFP attachments prior to issuing. If a RFP section is not listed in the instruction table, there is nothing to complete/modify and the template language must be left as is in the issued RFP.	No
10-17	RFP Template	Complete sections as directed by instructions. This is the main body of the RFP that will be issued to FSMCs for response.	Yes
18	Site Data (form)	Complete as directed by instructions and include with issued RFP. May be one page or multiple pages.	Yes
19	Site Recap (form)	If more than one site to be serviced, complete as directed by instructions and include with the issued RFP.	Yes
20	Minimum Food Specifications (attachment)	The SFA must choose minimum food specifications as directed by instructions and include with the issued RFP.	Yes
21-23	Cost Responsibility Detail (form)	Complete as directed by instructions and include with issued RFP.	Yes
24	Projected Costs (form)	Complete as directed by instructions and include with issued RFP.	Yes
25	Projected Revenues and Reimbursements (form)	Complete as directed by instructions and include with issued RFP.	Yes
26-27	Price Proposal (form)	Partially complete as directed by instructions and include with issued RFP.	Yes
28	Independent Price Determination Certification (form)	Enter name of the SFA at the top of the form. Leave rest of the form blank as directed by instructions and include with issued RFP. To be completed by Vendor.	Yes
29-30	Certification Regarding Debarment, Suspension... (form) & Instructions for Certification Regarding Debarment... (instructions)	Leave blank as directed by instructions and include with issued RFP. To be completed by Vendor.	Yes

Page(s)	Contents	How to Use	Included with Issued RFP?
31-34	Certification Regarding Lobbying (form) and Disclosure of Lobbying Activities (form) & Instructions for Completion of Disclosure of Lobbying Activities (instructions)	Leave blank, and do not otherwise modify, as directed by instructions and include with issued RFP. To be completed by Vendor.	Yes
35-36	Assurance of Civil Rights Compliance Certification (form)	Leave blank as directed by instructions and include with issued RFP. To be completed by Vendor.	Yes
37-39	School Nutrition Program – Breakfast, Lunch and Afterschool Snack Meal Patterns (attachment)	Do not modify and include with issued RFP.	Yes
40-42	21-Day Cycle Menu (attachment)	Develop as directed by instructions and include with issued RFP.	Yes
	Claims Documentation (attachment)	Collect as directed by instructions and include with issued RFP.	Yes
43-59	Food Service Management Company Fixed Meal Price Contract (template)	Do not modify and include with issued RFP.	Yes
60	Legal Notice (template)	Modify and post prior to issuing the RFP.	No
61	Letter to Food Service Management Companies (template)(optional)	Modify and send to potential responding FSMCs prior to issuing the RFP.	No
62-63	Instructions for Preparing the Resulting Contract		No

Instructions for Preparing the Request for Proposal (RFP)

Remove these instruction pages before issuing the RFP.

This RFP is a template to be used and sent to MDE-NPS for approval prior to distributing to FSMCs.

Completing Sections of the Template RFP

Insert language into the sections of the RFP template as instructed below. Generally, information to be completed will be indicated by a “_____” or [inside brackets].

Section	Instructions
A	Insert name of the SFA. Leave or remove language regarding whether a “Site Recap” page is included. (See instructions for attachments “Site Data” and “Site Recap”.)
B	Insert beginning date of the resulting contract. After the initial year of the contract, the SFA may renew/extend a contract up to four times. Each of these renewal/extension periods may not exceed one year, for a total of four years.
D	Insert: name and address for submission of proposals; deadline date and time for submission of proposals; and name and contact information for FSMCs to request more information.
E	Insert the date, time and location of the pre-proposal meeting. It is recommended that FSMC representatives be required to attend the meeting. Change this sentence if FSMC attendance will be optional.
H	Indicate the employment status of current food service employees under the new contract; for example, whether they will remain employees of the SFA or become employees of the FSMC. Depending on what selection is made
K	A sample list of “Evaluation Criteria” is included in Section K. The SFA can adjust the evaluation criteria and the number of points assigned to each area relevant to its needs. Points must be assigned so the total number of available points is 100. Price must represent the highest number of points awarded. For example, price could be 25 points, but then no other criteria can be awarded 25 points or more. Once the SFA has determined its evaluation criteria and points, the table in Section K must be updated. A Bid Point Calculator form, which is available on the MDE website, must be used to list the SFA’s criteria and distribution of points.
L	This section describes the extent of meal substitutions and modifications for which the FSMC will be responsible. The first two types of substitutions, for meals served to students with a disability and milk served for lactose intolerance, are required by law. The last two types of substitutions are not required by law. Check the boxes if the SFA has a policy to provide substitutions for students without disability based on a statement from a recognized medical authority, and/or a policy to provide a nondairy fluid milk substitute.
N	This section describes Vendor’s obligations regarding USDA Foods. Check which box is applicable regarding whether information about USDA Foods ordered in the spring survey has been included in the RFP or will be provided later to the awarded Vendor.
O	Additional provisions – if applicable, the SFA must list here. Additional provisions must comply with federal requirements and will be subject to approval by MDE.
P	Standard attachments provided by MDE with this document are listed here. Those attachments are to be prepared by the SFA for attachment to the issued RFP as provided in the “Preparing RFP Forms and Attachments” section below. Not all attachments will be used by each SFA and a SFA may add its own attachments. Revise this list, as needed, to accurately reflect the attachments that are a part of the SFA’s final issued RFP.

Preparing RFP Forms and Attachments

Prepare forms and other pages as described below for attachment to the issued RFP. (Certification forms generally refer to FSMCs responding to the RFP as “Vendors”.)

Attachment	Instructions
Site Data	<p>The SFA must complete a Site Data page for each site to be serviced by the FSMC. Insert the requested information for each applicable program at that site. For any programs not applicable to a site, either delete the section or leave the section blank.</p> <p>Site data must represent the average daily participation of meals served.</p>
Site Recap	<p>Complete the Site Recap page if the SFA has more than one site that will receive FSMC services. Do not include this page if there is just one site.</p>
Minimum Food Specifications	<p>This is an example of minimum food specifications a SFA can use in the RFP. The SFA may: use these specifications; use different specifications; or modify these specifications by making additions.</p>
Cost Responsibility Detail	<p>The SFA must complete this form by indicating which cost responsibilities must be included by the Vendor as part of the fixed meal price and for which cost responsibilities the SFA will be responsible.</p>
Labor - Fringe Worksheet	<p><i>The “Labor-Fringe Worksheet” is not included in this document, but should be downloaded at this link. While the document states it is for a “cost reimbursable template contract”, it must only be used for this fixed price contract if the Food Service Employee(s) becomes employed by the vendor awarded the contract.</i></p> <p>(See Section H of the RFP for further information.)</p> <p>After downloading the excel workbook, the SFA must complete sheets 1 and 3 of the workbook as directed on the workbook’s “Title and Instructions” page. That partially completed workbook must be included with the issued RFP.</p>
Projected Costs	<p>Complete by inserting cost information from the school food service account, using either previous school year costs or the current school year costs.</p> <p>If the current school year costs are used to project costs for the whole school year follow this method to determine those costs: multiply the costs so far this school year times the ratio of operating days [the total number of school days for the whole year, divided by the number of school days so far this year].</p> <p>See the example below of how to use the Projected Revenues and Reimbursements form to project total revenues for the whole current year.</p>

Attachment	Instructions
Projected Revenues and Reimbursements	<p>Complete this Projected Revenues and Reimbursements form with either the previous school year’s actual revenues or current year revenues. (See the Projected Costs section above for instructions on converting the current year’s to-date actual numbers to projected full-year numbers.)</p> <p>Example: The SFA has sold 6,000 free breakfasts so far this year, with reimbursements of \$9,960. The meals were served over 100 days, and there are 90 serving days left in the school year. The ratio of operating days would be 1.9 (190/100).</p> <p>Using the 1.9 factor, the SFA projects about 11,400 free breakfasts for the whole year, with total reimbursements of \$18,924 for those meals.</p> <p style="padding-left: 40px;">6,000 free breakfasts so far this year X 1.9 = 11,400 free breakfasts projected for the whole year.</p> <p style="padding-left: 40px;">\$9,960 reimbursement for free breakfasts so far this year X 1.9 = \$18,924 revenue for free breakfasts projected for the whole year.</p> <p>Repeat the same calculations for each category of revenue.</p> <p>“Non-Program Food” under “Other” section:</p> <p>Local revenues by meal category for each meal program. Note: There is no line for local revenue from reduced-price meals since in Minnesota reduced-price meals are fully reimbursed with federal and state payments (see Program Reimbursements section on the same page).</p> <p>**Non-program revenue includes all income from lunchroom operations that are not part of the reimbursable meal programs, except special events and catering functions.</p>
Price Proposal	<p>The Price Proposal form is for a fixed meal price contract and the Vendor will complete this form and submit it with its proposal to propose its total cost to the SFA, based on the SFA’s estimated numbers of meals.</p> <p>The SFA must write in the SFA Name and School Year, and the estimated total numbers of meals for the full school year in the “SFA Estimated” column. This ensures Vendors will base their proposed total costs on the same numbers of meals and equivalents.</p> <p>If the SFA participates in any nutrition programs in addition to the programs already listed on this page, revise the form as needed.</p>
Independent Price Determination Certification	<p>Include this blank certification page with the RFP. Vendor must submit the completed and signed certification with its proposal. The SFA will countersign the certification form submitted by Vendor that is awarded the contract.</p>
Certification Regarding Debarment, Suspension...	<p>Include this blank certification page with the RFP. Vendor must submit the completed and signed certification with its proposal.</p>

Attachment	Instructions
Certification Regarding Lobbying	<p>Include this blank certification page and the blank <i>Disclosure of Lobbying Activities</i> form with the RFP. Vendor must submit the completed and signed certification with its proposal.</p> <p>If Vendor has made payments to a lobbying entity as described in the <i>Instructions for Completion of Disclosure of Lobbying Activities Form</i>, Vendor must also submit a completed and signed <i>Disclosure of Lobbying Activities</i> form.</p>
Assurance of Civil Rights Compliance Certification	<p>Include this blank certification page with the RFP. The Vendor must submit the completed and signed certification with its proposal.</p>

Prepare other required documents as described below for attachment to the RFP.

Attachments, Other Required	Instructions
School Nutrition Program – Breakfast, Lunch and Afterschool Snack Meal Patterns	<p>Include these meal patterns to be used by Vendors for the purpose of estimating its costs.</p>
21-Day Cycle Menu	<p>Federal regulations require the inclusion of a 21-day cycle menu to be used by Vendors for the purpose of estimating average cost per meal. The SFA must include a sample 21-day cycle menu that Vendors can use as the basis for the costs in their proposals. The SFA may use standard cycle menus of high quality.</p> <p>If the SFA needs assistance in developing a 21-day cycle menu, see the following suggested resource: Cycle Menus: Let’s Cook, Wisconsin School Meals Rock (Wisconsin Department of Public Instruction). Example cycle menu along with nutrient analysis, menu spreadsheets and production records for grade groups K-5, 6-8 and 9-12.</p>
Claims Documentation	<p>Collect 3 months of previous claims documents to attach to the RFP.</p>
Contract Template	<p>Attach the contract template (as published and made available by MDE) for a FSMC with fixed meal prices. This contract template must then be used to draft the awarded contract.</p>

Request for Proposals

School Food Service Management Company

Fixed Meal Price Contract

School Year _____

Proposal Due Date _____

School Food Authority: _____

Purpose

This solicitation requests proposals for the operation and management of a school food service for the School Food Authority (SFA) identified in this solicitation, referred to as “the SFA”. A proposal may be submitted by a Food Service Management Company, referred to as “the Vendor”, in compliance with the procedures and timelines described here. This solicitation and all subsequent procurement transactions under the resulting contract must be conducted in a manner consistent with the applicable federal regulations (specifically 7 CFR 210.21 and 7 CFR Part 200, subpart D and Part 210) and that provides full and open competition.

A Vendor must submit its proposal to meet all the requirements described here, including completed attachments as indicated. Responsive proposals submitted by a Vendor will be evaluated according to the evaluation criteria, including price. The SFA will award the contract to the Vendor that submits the proposal awarded the most points.

It is critical that Vendor understands that a submitted proposal is a binding offer which, if accepted, results in a contract and terms to which Vendor is **legally bound** for the term of the contract, including any renewal periods. Nonperformance by Vendor during the contract term, including failure to honor the fixed meal prices in its proposal/resulting contract or any invoicing for any unallowable charges, fees or costs will result in the SFA’s pursuit of all appropriate legal and administrative remedies. These include but are not limited to: monetary damages; contract termination and recovery of any costs incurred in obtaining replacement services; and sanctions, including federal and state debarment.

A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a nonprofit school food service for _____ **[SFA name]** referred to here as the school food authority (SFA). A Food Service Management Company submitting a proposal is referred to here as “Vendor.”

A “Site Data” page is attached with details for each site requiring food service [*include if applicable*] and a “Site Recap” page is attached with cumulative information about all sites.

B. Contract Type

The contract resulting from this solicitation will be for a period beginning on _____, and ending **June 30**, _____.

The contract will be for **fixed meal prices**. The federal regulations define a “fixed-price contract” as “a contract that charges a fixed cost per meal, or a fixed cost for a certain time period.” 2 CFR 210.2. Vendors must understand that by submitting a proposal, they are **committing to the fixed meal price proposed until June 30**, _____.

The standard contract template attached to this RFP is provided by the Minnesota Department of Education (MDE) and must and will be used for the contract. Vendor must review the terms of the standard contract and consider those terms in crafting its proposal.

No changes or addendums may be made to the standard contract unless preapproved by MDE. Any Addendums or additional documents attached to the standard contract are null and void if not specifically reviewed and approved by MDE before the contract is executed. If MDE discovers unapproved addendums to

a contract during an Administrative Review of the SFA’s operations, MDE will take any necessary steps under the federal regulations (for example, recovery of any unallowable costs paid as a result of the addendum) and will require the SFA to terminate the contract and conduct a new solicitation as soon as it is feasible.

The 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 have four renewal options of additional one-year periods, if mutually agreed to by SFA and Vendor. Price adjustments for each renewal period are allowed but will be limited to an increase tied to the Consumer Price Index and announced by MDE each year.

C. Procurement Method and Buy American

Any procurement transactions for the expenditure of SNP funds must be conducted in a manner that provides for full and open competition consistent with applicable program regulations, including 7 CFR 210.21 and 7 CFR Part 200, subpart d and Part 210.

Pursuant to 7 CFR 210.21(d), Vendor will comply with “Buy American” requirements of the federal regulations and purchase domestic agricultural commodities and products for use in the NSLP and SBP. Currently, “non-domestic” food purchases [see 7 CFR 210.21(d)(1)] may not exceed 10 percent of total annual commercial food costs that a SFA purchases per school year. 7 CFR 210.21(d)(5)(ii)(A). Beginning with SY 28 – 29, non-domestic purchases may not exceed 8 percent. 7 CFR 210.21(d)(5)(ii)(B).

D. Proposal Submission and Award

1. Proposals are to be submitted in a sealed envelope marked “Food Service Management Proposal”, to:

**[Name of contact person, title
Name of school food authority
Address]**

Proposals must be received by _____ on _____ at the address shown above. **Any proposal received after the exact time specified will be rejected.**

2. The SFA reserves the right to reject any proposal for a sound, documented reason, and to reject all proposals if an insufficient number of proposals is received.
3. To be considered for award of the 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.**
4. Award will be made to a qualified and responsible Vendor whose proposal is most responsive to this solicitation.
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.** Submission of a proposal constitutes a binding offer which the SFA may accept; relief from that offer cannot be secured on a plea of error. The SFA is not liable for any cost incurred by a Vendor prior to the execution of the contract by both parties.
6. If additional information is required, please contact _____ at _____.

E. Pre-Proposal Meeting

A pre-proposal meeting to review the specifications, clarify any questions and conduct a walk-through of the facilities with SFA officials will be held on _____ at _____ at:

_____. Attendance is: ___ Optional ___ Required [choose one].

F. Gifts from Vendor

In accordance with 2 CFR 200.318(c), the SFA's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Vendors or potential Vendors at any time. Any Vendor or potential Vendor who offers anything in violation of this provision will face appropriate penalties or sanctions for violations of such standards.

G. Meals

The federal regulations which govern the SNP mandate specific meal requirements. For example, the daily required components for a school lunch are: at least one fruit; at least one vegetable; grains; meats/meat alternates; and fluid milk. See 7 CFR 210.10(b).

The requirements for: a school breakfast are found in 7 CFR 220.8(b); afterschool snacks are found in 7 CFR 210.10(o); summer meals are found in 7 CFR 225.16(d); and CACFP meals are found in 7 CFR 226.20.

By submitting a bid, Vendor understands and affirms that its fixed meal prices have accounted for all of the meal components required by the applicable federal regulations. Each component of the meal is included in the fixed price of each breakfast and lunch and cannot be billed separately. That is, milk cannot be billed separately; fruit cannot be billed separately; vegetables cannot be billed separately; grains cannot be billed separately; and meats/meat alternates cannot be billed separately.

Additionally, based on a standard five-day school week, the federal regulations require meal variety, especially when children do not have choices. According to 7 CFR 210.10(c)(2)(iv), a single meat/meat alternate or form of meat/meat alternate (e.g., ground, diced, or in pieces) may not be served more than three times in the same week. The USDA provides guidance for both short (three-day) and long (seven-day) school weeks, and a seven-day service week is within the scope of the NSLP. Requirements of the regulations must still be met even during these short and long service weeks. There are no waivers available for the quality and variety requirements, particularly in juvenile detention centers.

Vendor will comply with the 21-day cycle menus developed by the SFA as attached to this RFP. Changes may only be made by Vendor after the first 21-day cycle menu with the approval of the SFA. The SFA will approve menus no later than two weeks prior to service.

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

H. Employees

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

Continue to be employed by SFA

Become employees of VENDOR

Retain interview rights when VENDOR hires

Not be retained

Other (explain – i.e., positions employed by SFA and positions employed by vendor)

The SFA and Vendor will negotiate other resulting contract terms regarding employees, such as the SFA's right of approval for certain Vendor employees, depending on the selection in this section.

Unless the selection here is that the employees will continue to be employed by SFA, then SFA and Vendor must complete the Labor-Fringe Worksheet attached to the RFP.

I. Meal Equivalents for Non-Program Foods (excluding special events and catering)

“Nonprogram foods” are foods and beverages sold in a school at any time or location on the school campus (other than reimbursable meals) purchased using funds from the non-profit school food service account. 7 CFR 210.14(f)(1).

The meal equivalency factor for SY 26 - 27 is \$5.05. The factor is based on SY 25 - 26 rates of federal and state reimbursement for a free school lunch plus the per-meal USDA Foods entitlement value. The meal equivalency factor will be used to determine the number of meals that the non-program food service is equivalent to, for the purpose of paying Vendor for the non-program food service at the fixed meal price paid per school lunch. Net non-program food revenue (**excluding special events and catering**) will be divided by the equivalency factor of \$5.05 to determine the number of equivalent lunches for payment to the Vendor. The factor will be updated for any optional year the contract is renewed.

J. Costs and Fees

Vendor will be responsible for the food service costs that are indicated as Vendor's responsibility on the “Cost Responsibility Detail” attachment. **The fixed meal prices proposed by Vendor on the “Price Proposal” form completed by Vendor and submitted with its proposal will be the total and fixed price that will be paid to Vendor for each meal. No other fees, costs, charges or other expenses will be allowed (except as specifically provided in this Contract). Vendor must include all its expenses and costs in the fixed meal prices.**

K. Evaluation Criteria

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

4. **This section only applies if the box is checked.** The SFA policy to provide, upon written request, a non-dairy fluid milk substitute that is nutritionally equivalent to cow's milk for students with a medical or other special dietary need.

M. Free and Reduced-Price Meal Eligibility

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

N. USDA Foods

The Vendor is responsible for ensuring compliance with the requirements of 2 CFR Part 250, subpart D related to USDA Foods. Specifically, the Vendor is responsible for ensuring that all USDA Foods received at the warehouse or processor for use by the SFA in the school year are used in the SFA's food service, and that commercially purchased foods are used in place of USDA Foods only in accordance with the requirements in 2 CFR 250.51(d).

Vendor will provide credits to the SFA for the value of **all** USDA Foods that are received at the warehouse or processor for the SFA for the contract year. The credits will reduce the amount due from the SFA to Vendor under the contract. Vendor must calculate its fixed meal prices **without** considering the value of USDA Foods that Vendor may receive for use during the year.

The Vendor will provide credits to the SFA **for the value of all USDA Foods whether the Vendor uses the USDA Foods or not. Vendor will provide credits to the SFA on a monthly basis or as a lump-sum annual credit on the final monthly invoice. The Total USDA Foods Value amount at the bottom of the [USDA Foods Received Report for the Auditor](#) is the correct and final amount that is owed to the SFA from the Vendor for the SY once all trucks have been received and the final report for the SY is posted on the MDE website.**

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

Information has been included in this RFP about USDA Foods ordered in the spring survey for the upcoming contract year.

Information has not been included in this RFP about USDA Foods ordered in the spring survey for the upcoming contract year and will be provided to the awarded Vendor.

O. Additional Provisions

Any additional provisions the SFA wishes to add to the RFP must be listed here. Additional provisions are subject to MDE approval.

P. Forms and Attachments Included as Part of this RFP

- Site Data page(s)
 - Completed by the SFA. Vendor must use the information on these pages in preparing its proposal.
- Site Recap page
 - Completed by the SFA. Vendor must use the information on this page in preparing its proposal.

- Minimum Food Specifications
 - Provided by the SFA. Vendor must use the information on this page in preparing its proposal.
- Cost Responsibility Detail
 - Completed by the SFA. Vendor must use the information on these pages in preparing its proposal.
- Labor-Fringe Worksheet
 - Downloaded and partially completed by the SFA. Vendor must complete the remaining sheets in the workbook and use the information on these pages in preparing its proposal.
- Projected Costs
 - Completed by the SFA. Vendor must use the information on this page in preparing its proposal.
- Projected Revenues and Reimbursements
 - Completed by SFA. Vendor must use the information on this page in preparing its proposal.
- Price Proposal
 - The “Estimated Annual Meals...” column is completed by the SFA; Vendor must complete the remaining portion of the form and submit with proposal.
- Independent Price Determination Certification
 - Vendor must complete and submit with proposal; the SFA will also countersign the form from the Vendor that is awarded the contract.
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Vendor must complete and submit with proposal.
- Certification Regarding Lobbying [and Disclosure of Lobbying Activities with instructions]
 - Vendor must complete and submit the Certification with proposal. If necessary, Vendor must also complete and submit Disclosure with proposal.
- Assurance of Civil Rights Compliance Certification
 - Vendor must complete and submit with proposal.
- School Nutrition Program – Breakfast, Lunch and Afterschool Snack Meal Patterns
 - Provided by the SFA. Vendor must use the information on these pages in preparing its proposal.
- 21-day Cycle Menu
 - Provided by the SFA. Vendor must use the information on these pages in preparing its proposal.
- Copies of Claim Documents
 - Provided by the SFA. Vendor must use the information on these pages in preparing its proposal.
- Contract Template
 - This is the MDE-approved contract template which will be used to draft the contract with the awarded Vendor.
- *[if necessary]* List additional attachments

Site Data

Site Name: _____

Site #: _____ of _____

Address: _____

Days/School Year: _____ Grades: _____ Enrollment K-5: _____ Enrollment 6-8: _____

Enrollment 9-12: _____

Meal Preparation: Onsite Kitchen Satellite Pre-Packaged

Meal Type	Meal Service Requested	Meal Service Times	Anticipated Average Daily Participation (#)	Number of Adult Meals	Offer vs. Serve
Breakfast Program					
Lunch Program					
Afterschool Snack (NSLP)					
Afterschool Snack – At Risk (CACFP)					
Special/a la carte Milk					
Special diet meals					
MN Kindergarten Milk					
Summer Food					

Cold Bag Lunch Option (includes cost of bag)

Serving Utensils (must include w/bulk quantities)

Condiments

Food Transport Containers

Eating Utensils

Food Holding Containers

Paper Goods (i.e., napkins, trays, cups)

Other (Specify, example Salad Bar with Lunch)

The fixed meal prices Vendor proposes must include all costs incurred by Vendor in preparing and delivering (if applicable) the meals to the SFA and will be the total and fixed price that will be paid to Vendor for each meal. No other fees, costs, charges or other expenses will be allowed (except as specifically provided in the RFP and resulting contract). Vendor must include all its expenses and costs in the fixed meal prices, including costs of bags, utensils, paper products or any other items identified to be supplied by Vendor on these Site Data pages.

All bids must be calculated based on the information provided in the RFP as a whole and specifically by the SFA in these Site Data pages and the “Cost Responsibility Detail” attachment form. **Additional items purchased by the SFA from Vendor must be procured and invoiced separately from the meals agreed to in this Contract.**

Site Recap

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

Revenues by Program - All Sites

Program	Number of Sites	Annual Reimbursements and Sales
Breakfast		
Lunch		
Milk (MKMP & Special)		
Non-Program Foods		
Afterschool Snacks (NSLP)		
Afterschool Snacks – At Risk (CACFP)		
Summer (SFSP)		
Total		

Total _____

***Information provided must be from the previous school year.**

Minimum Food Specifications

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

- Beef, lamb and veal must be USDA Grade Choice or better.
- Pork must be U.S. No. 1 or U.W. No. 2.
- Poultry must 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 must 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.

Cost Responsibility Detail

The SFA must indicate for each line item which costs are the responsibility of the SFA and which costs will be the responsibility of Vendor under the resulting contract (or mark “N/A”). Vendors must include all the costs for which they are responsible as part of their proposed fixed meal price.

Food

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

Labor—Vendor Employees

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

Labor—SFA Employees

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

Miscellaneous/Additional Items

Area of Responsibility	Vendor	SFA	N/A
Cleaning/Janitorial Supplies			
Paper/Disposable Supplies			
Tracking of meals/snacks/milk etc.			
Food and beverage utensils—Initial Inventory			
Food and beverage utensils —Replacement During Operation			

Trash Removal

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

Equipment Replacement and Repair

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

Cleaning/Maintenance Responsibilities

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

Other

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

Projected Costs

Based on _____ days of service in school year _____

Expenses: <i>(from Food Service Account)</i>	Total Cost
Food Cost (Includes all meal components – milk, fruit, meat, etc.) and 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 _____

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

Breakfasts

Categories	Number Sold	Revenue non-program food sales	Reimbursement Rate	Total Revenue + Reimbursement
Free			\$	\$
Reduced			\$	\$
Paid			\$	\$
Adult		\$		\$
Total				\$

Lunches

Categories	Number Sold	Revenue non-program food sales	Reimbursement Rate	Total Revenue + Reimbursement
Free			\$	\$
Reduced			\$	\$
Paid			\$	\$
Adult		\$		\$
Total				\$

Afterschool Snacks

Categories	Number Sold	Revenue non-program food sales	Reimbursement Rate	Total Revenue + Reimbursement
Free			\$	\$
Reduced		\$	\$	\$
Paid		\$	\$	\$
CACFP (area eligible)		\$		\$
Total				\$

Other

Categories	Number Sold	Revenue non-program food sales	Reimbursement Rate	Total Revenue + Reimbursement
Milk Program-Kindergarten			\$	\$
Special Milk			\$	\$
Summer Food			\$	\$
Non-program Food Revenue		\$5.05	\$	\$
Other revenue (Specify)		\$	\$	\$
Total				\$

Price Proposal

Fixed Meal Prices – Food Service Management Contract

The undersigned Vendor proposes to manage the school food service for _____ School Food Authority (SFA) during school year _____ at the fixed per-meal prices shown below, subject to the terms of the SFA's Request for Proposals.

If Vendor is awarded the contract, Vendor will bill the SFA for meals and meal equivalents at the fixed prices shown below. No additional fees, costs, charges or other expenses will be billed to the SFA, the sole exception being charges for substitutions as identified in Section L of the RFP.

The fixed meal price is for one full reimbursable meal [see 7 CFR 210.10] including labor and cannot separate out any one component of the reimbursable meal (i.e., price of milk *must* be included in total fixed meal price).

The meal prices in this proposal do not consider the value of USDA Foods that Vendor may receive for use during the year. If Vendor is awarded the contract, Vendor will fully credit the SFA for the value of all USDA Foods received at the warehouse or processor for use by the SFA, **whether the Vendor uses the USDA Foods or not.**

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

Price Proposal continues on next page

Program	Vendor's Proposed Fixed Price per Meal or Equivalent	X	SFA's Estimated Annual Meals or Meal Equivalents—all sites (SFA to complete)	=	Vendor's Proposed Cost to SFA—all sites
Breakfast (SBP)	\$	X		=	\$
Breakfast (CACFP)	\$	X		=	\$
Lunch (NSLP)	\$	X		=	\$
Lunch (CACFP)	\$	X		=	\$
Milk / a la carte	\$	X		=	\$
Special Milk	\$	X		=	\$
Kindergarten Milk	\$	X		=	\$
Afterschool Snacks (NSLP)	\$	X		=	\$
Afterschool Snacks – At Risk (CACFP)	\$	X		=	\$
At-Risk After-school Meals (CACFP)	\$	X		=	\$
Summer Breakfast (SFSP)	\$	X		=	\$
Summer Lunch/Supper (SFSP)	\$	X		=	\$

Vendor's proposed Total Cost to SFA: \$ _____

Submitted by: _____

Vendor: _____

Address: _____

Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

Independent Price Determination Certificate

Name of VENDOR

Name of SFA

By submission of this offer, VENDOR certifies 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 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*)

_____.

Signature of VENDOR's Authorized Representative

Title

Date

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

Signature of SFA Authorized Representative

Title

Date

The SFA will countersign above upon identification of the Vendor with the most points; however, the SFA's signature and acceptance of an offer does not constitute award of the contract.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower-Tier Covered Transactions

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

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

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

Vendor Name: _____

Project: **National School Lunch Program**

Name of Vendor's Authorized Representative: _____

Title of Vendor's Authorized Representative: _____

Signature: _____ Date: _____

Instructions for “Certification Regarding Debarment...”

- By signing and submitting this form, the prospective lower-tier participant (in this case, a prospective vendor) is providing the certification regarding debarment, suspension, ineligibility and voluntary exclusion 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 must 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 must 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 must 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 the fifth paragraph of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person or entity 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 Lobbying

The undersigned certifies, to the best of their 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 must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions;
3. The undersigned must 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 must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance will be placed if Vendor is awarded the resulting contract. Submission of this certification is a prerequisite for making or entering into the resulting transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: _____

Project: **National School Lunch Program**

Name of Vendor's Authorized Representative: _____

Title of Vendor's Authorized Representative: _____

Signature: _____ Date: _____

Disclosure of Lobbying Activities
Standard Form—LLL Approved by OMB
Complete This Form to Disclose Lobbying Activities Pursuant
to 31 U.S.C. 1352

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: (check all that apply) Actual Planned	13. Type of Payment: (check all that apply) A. Retainer B. One-Time Fee C. Commission D. Contingency Fee E. Deferred F. Other: (specify)	
12. Form of payment: (check all that apply) A. Cash Nature: 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: Yes No		
16. Information requested through this form is authorized by 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 must 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 31 U.S.C. 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 an additional sheet (“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. Lobbying Entity/Individual Performing Services
 - a. 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.

- b. if different from 10a, Enter the full name of the individual performing services, enter last name, first name, and middle initial (MI) and include full address.
11. 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.
 12. 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.
 13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
 14. 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.
 15. Check whether any Continuation Sheets are attached.
 16. The certifying official must sign and date the form; print their name, title, and telephone number.

Assurance of Civil Rights Compliance Certification

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 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 benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; 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, 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 making 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, must 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, 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.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

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: _____

School Nutrition Program

Breakfast, Lunch and Afterschool Snack Meal Patterns

Breakfast Meal Pattern—Five-Day School Week

Minimum amount of food per day or week:

Meal Component	Grades K-5 weekly (daily)	Grades 6-8 weekly (daily)	Grades 9-12 weekly (daily)	Grades K-12 weekly (daily)
Fruits and Vegetables ^{2,3,4,5} (cups)	5 (1)	5 (1)	5 (1)	5 (1)
Grains and/or Meat/Meat Alternates ^{6,7} (ounce equivalents)	7-10 (1)	8-10 (1)	9-10 (1)	9-10 (1)
Fluid Milk ⁸ (cups)	5 (1)	5 (1)	5 (1)	5 (1)

Breakfast Nutrient Specifications

Daily Amount Based on the Average for a Week

Nutrient	Grades K-5	Grades 6-8	Grades K-8	Grades 9-12
Minimum-maximum calories	350-500	400-550	400-500	450 - 600
Saturated Fat (percentage of total calories)	< 10	< 10	< 10	< 10
Sodium (mg)	≤ 540	≤ 600	≤ 540	≤ 640

Breakfast Product-based Sugar Limits

- **Breakfast cereals:** ≤ 6 grams of added sugar per dry ounce.
- **Yogurt:** ≤ 12 grams of added sugar per 6 ounces (2 grams added sugars per ounce).
- **Flavored milk:** ≤ 10 grams of added sugars per 8 fluid ounces.

² Vegetables are optional in place of fruit. Schools choosing to offer vegetables at breakfast one day per school week have the option to offer a vegetable from any of the vegetable subgroups. Schools choosing to substitute vegetables for fruits at breakfast on two or more days per school week are required to offer vegetables from at least two different subgroups.

³ Dried fruit credits double the volume served. For example, one-quarter cup of dried fruit credits as one-half cup of fruit.

⁴ No more than half of the fruit or vegetable offerings per week may be in the form of juice. Must be pasteurized, 100 percent full-strength juice.

⁵ Leafy greens credit at half the volume served. For example, one cup of leafy greens credits as one-half cup of vegetable.

⁶ At least 80 percent of the grains served per menu line per week must meet whole grain-rich (WGR) criteria (at least 50 percent whole grain by weight, the rest enriched grain). Items that are not WGR must be enriched.

⁷ Minimum creditable serving is 0.25-ounce equivalent. School may offer grains, meat/meat alternates, or a combination of both to meet the daily and weekly ounce equivalents for this combined component.

⁸ Low-fat (one percent) or fat-free (skim) milk. Two varieties of fluid milk must be offered each day, and one choice must be unflavored.

Lunch Meal Pattern—Five-Day School Week

Minimum amount of food per day or week:

Meal Component	Grades K-5 weekly (daily)	Grades 6-8 weekly (daily)	Grades K-8 weekly (daily)	Grades 9-12 weekly (daily)
Fruits^{9,10} (cups)	2 ½ (½)	2 ½ (½)	2 ½ (½)	5 (1)
Vegetables^{9,10,11} (cups)	3 ¾ (¾)	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark Green	½	½	½	½
Red/Orange	¾	¾	¾	1 ¼
Beans, Peas, and Lentils	½	½	½	½
Starchy	½	½	½	½
Other¹²	½	½	½	¾
Additional veg to reach total¹³	1	1	1	1 ½
Grains¹⁴ (ounce equivalents)	8-9 (1)	8-10 (1)	8-9 (1)	10-12 (2)
Meat/Meat Alternates (ounce equivalents)	8-10 (1)	9-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk¹⁵ (cups)	5 (1)	5 (1)	5 (1)	5 (1)

Lunch Nutrient Specifications

Daily Amount Based on the Average for a Week

Nutrient	Grades K-5	Grades 6-8	Grades K-8	Grades 9-12
Minimum-maximum calories	550-650	600-700	600-650	750-850
Saturated Fat (percentage of total calories)	< 10	< 10	< 10	< 10
Sodium (mg)	≤ 1110	≤ 1225	≤ 1110	≤ 1280

Lunch Product-based Sugar Limits

- **Breakfast cereals:** ≤ 6 grams of added sugars per dry ounce.
- **Yogurt:** ≤ 12 grams of added sugars per 6 ounces (2 grams added sugars per ounce).
- **Flavored milk:** ≤ 10 grams of added sugars per 8 fluid ounces.

⁹ No more than half of the fruit or vegetable offerings per week may be in the form of juice. Must be 100 percent full-strength juice.

¹⁰ Leafy greens credit at half the volume served. For example, one cup of leafy greens credits as one-half cup of vegetable.

¹¹ Larger amounts of vegetables may be served.

¹² For the purposes of the National School Lunch Program (NSLP), “other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas/lentils vegetable subgroups.

¹³ Any vegetable subgroup may be offered to meet the “additional” total weekly vegetable requirement.

¹⁴ At least eighty percent of the grains served per menu line per week must meet whole grain-rich (WGR) criteria (at least 50 percent whole grain by weight, the rest enriched grain). Items that are not WGR must be enriched.

¹⁵ Low-fat (one percent) or fat-free (skim) milk. Two varieties of fluid milk must be offered each day, and one choice must be unflavored.

Afterschool Snack Meal Pattern

- A reimbursable snack must include two of the five components.
- Only one of the two components may be a beverage.
- May need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.

Meal Component	Grades K-12
Fruits ¹⁶	¾ cup
Vegetables ¹⁶	¾ cup
Grains ^{17,18}	1 ounce equivalent
Meat/Meat Alternates	1 ounce equivalent
Fluid Milk ¹⁹	1 cup

Afterschool Snack Product-based Sugar Limits

- **Breakfast cereals:** ≤ 6 grams of added sugars per dry ounce.
- **Yogurt:** ≤ 12 grams of added sugars per 6 ounces (2 grams added sugars per ounce).
- **Flavored milk:** ≤ 10 grams of added sugars per 8 fluid ounces.

¹⁶ Juice must be pasteurized, 100 percent full-strength juice. No more than half of the weekly fruit or vegetable offerings may be in the form of juice.

¹⁷ At least 80 percent of the grains served per menu line per week must meet whole grain-rich (WGR) criteria (at least 50 percent whole grain by weight, the rest enriched grain). Items that are not WGR must be enriched.

¹⁸ Grain-based desserts may not be used to meet the grains requirement.

¹⁹ Low-fat (one percent) or fat-free (skim) milk. Milk may be flavored or unflavored.

21-Day Cycle Menu

Meal Type: ___ Breakfast ___ Lunch ___ Afterschool Snack

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
___	___	___	___	___	___	___
___	___	___	___	___	___	___
___	___	___	___	___	___	___
___	___	___	___	___	___	___
___	___	___	___	___	___	___

21-Day Cycle Menu

Meal Type: ___ Breakfast ___ Lunch ___ Afterschool Snack

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
___	___	___	___	___	___	___
___	___	___	___	___	___	___
___	___	___	___	___	___	___
___	___	___	___	___	___	___
___	___	___	___	___	___	___

21-Day Cycle Menu

Meal Type: ___ Breakfast ___ Lunch ___ Afterschool Snack

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
___	___	___	___	___	___	___
___	___	___	___	___	___	___
___	___	___	___	___	___	___
___	___	___	___	___	___	___
___	___	___	___	___	___	___

Food Service Management Company

Fixed Meal Contract

School Year _____

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

*With the exception of provisions in this contract template that require information to be inserted, no changes or additions may be made to the standard provisions of this contract template **unless approved by the Minnesota Department of Education (MDE) prior to execution of the contract.** If such changes to standard provisions or additional provisions to the contract template are present, the box in Section 26 is checked and a separate page labeled "Changes to Standard Provisions and/or Additional Provisions" is attached to the contract.*

WHEREAS _____ School Food Authority ("the SFA") advertised for proposals for management of its school food service in accordance with the specifications attached and made a part of this Contract and School Nutrition Programs (SNP) requirements, and

WHEREAS _____ ("Vendor") submitted a proposal and has been awarded this Contract as a result, and

WHEREAS the SFA has drafted this Contract to meet SNP and the SFA's requirements and to reflect the terms offered in Vendor's proposal.

The SFA and Vendor mutually agree:

1. Scope and Purpose

- a. Vendor will operate the school food service as a benefit to SFA's students, faculty and staff, in conformance with the SFA's Sponsor – State Agreement with the Minnesota Department of Education. Vendor will manage the school food service to promote maximum participation in the programs listed and checked below (in Section 1.b.) in compliance with the program requirements of the U.S. Department of Agriculture (USDA) and MDE. Vendor must provide its services in accordance with generally accepted standards of care and best practices in the industry. The SFA and Vendor will ensure all requirements for use of a "Food Service Management Company" found in 7 CFR 210.16 are met.
- b. Vendor will have the exclusive right to operate the SNP for approximately the number of annual serving days as shown on each attached Site Data page. **The SFA may, in its sole discretion, add or remove sites, adjust meal periods, or make other changes at a site at any time unless such change would be a material change to this Contract.**

School Meal Programs

National School Lunch Program (NSLP) and USDA Foods 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 and Adult Care Food Program (CACFP)

Child Care Center

- c. 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.
- d. All income accruing because of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants or loans must be deposited daily in the SFA's food service account. Income in excess of expenses will remain in the SFA's food service account.
- e. Vendor will comply with local or state sanitation requirements, including the requirements identified in Section 7 of this Contract.
- f. The SFA will retain responsibility, in accordance with its Sponsor-State Agreement with MDE, to:
 - Ensure the food service operation conforms to the SFA's Sponsor-State Agreement with MDE for participation in the SNP.
 - Control the quality, extent and general nature of the food service operation.
 - Control and maintain the school food service account and overall financial responsibility for SNP.
 - Sign and submit forms to MDE including the Sponsor-State Agreement/policy statement, the annual application, and monthly claims for reimbursement, reports, and all correspondence to MDE relating to the food service operation.
 - 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.
 - Establish internal controls that ensure the accuracy of meal counts prior to the submission of each monthly claim, including reviews of meal count data by site, and edit checks of meal counts data compared to attendance.
 - Monitor the food service operation. If the SFA has more than one site, the SFA will perform a documented on-site review of the lunch counting and claiming system at each site prior to February 1 of each year. Nothing in this clause relieves Vendor of its independent supervisory and monitoring responsibilities.
 - Approve menus and recipes, adjustments to menus, and other foods to be served or sold.

- Establish the selling prices for reimbursable and non-reimbursable meals and Non-Program foods.
 - Establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning.
 - Resolve program review and audit findings.
- g. The 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 clause relieves Vendor of its independent obligation to protect the privacy and anonymity of students qualified for meal benefits.
- h. Vendor will cooperate with the SFA in promoting nutrition education, coordinating the SFA's food service operation with classroom instruction, and implementing the SFA's Wellness Policy.
- i. The SFA reserves the right to maintain, add or remove food and beverage vending machines.

2. Invoicing, Meal Prices and Payment

Vendor must submit invoices by the _____ day of each month. Invoices must reflect the number of meals served during the month at the fixed price **for each meal type**. That is, there must be separate line items for each meal type invoiced, *e.g.* breakfast, lunch. All invoice line items must provide sufficient detail for a reviewer to determine whether the charge is appropriate. For example, a line item for "paper" does not provide sufficient detail.

Any charges outside the scope of this Contract, for any site not reflected on a Site Data page attached to the RFP or specifically bid on the Price Proposal, may not be billed as part of this Contract and must be procured and invoiced separately.

Agreed-upon fixed prices are shown on the attached "Price Proposal", submitted by Vendor with its proposal, accepted by the SFA and incorporated herein by reference. The current school year's meal equivalency factor, as determined by MDE, will be used to determine the number of meals that the non-program food service is equivalent to, for the purpose of paying Vendor for the non-program food service at the fixed meal price paid per school lunch.

Each component of a meal is included in the fixed price of each breakfast and lunch and cannot be billed separately. That is, milk cannot be billed separately; fruit cannot be billed separately; vegetables cannot be billed separately; grains cannot be billed separately; and meats/meat alternates cannot be billed separately.

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

\$ _____ per breakfast (SBP).

\$ _____ per lunch (NSLP).

\$ _____ per breakfast (CACFP).

\$ _____ per lunch (CACFP).

\$ _____ per afterschool snack (NSLP).

\$ _____ per afterschool snack – At Risk (CACFP).

\$ _____ per At Risk afterschool meal (CACFP).

\$ _____ per Summer Breakfast (SFSP).

\$ _____ per Summer Lunch/Supper (SFSP).

\$ _____ per milk [this price, and separate billing for milk, only when specifically charged as part of the SMP or MKMP or as part of the NSLP as “a la carte”, meaning a milk served to a student in addition to the milk already received as part of a served reimbursable meal]

3. Chargeback Rights

The SFA has the following chargeback rights: If a charge on an invoice is an unallowable charge not provided for in this Contract, the SFA may reject the charge and institute a chargeback. The SFA may institute a chargeback by: withholding the unallowable amount from payment of the invoice with the unallowable charge; recouping the amount from the Vendor’s account; or offsetting the amount against future payments to the Vendor.

The SFA will notify vendor of the chargeback; Vendor must perform any required action on its end to complete the chargeback promptly and fully. There is no time limit on the SFA’s right to a chargeback. The SFA never waives its chargeback rights and can request a chargeback for unallowable charges at any time during the term of this Contract.

Examples of unallowable charges include but are not limited to: delivery fees; interest fees; and bulk supply fees.

4. Meals

The federal regulations which govern the SNP mandate specific meal requirements. The daily required components for a school lunch are: at least one fruit; at least one vegetable; grains; meats/meat alternates; and fluid milk. See 7 CFR 210.10(b).

The requirements for: a school breakfast are found in 7 CFR 220.8(b); afterschool snacks are found in 7 CFR 210.10(o); summer meals are found in 7 CFR 225.16(d); and CACFP meals are found in 7 CFR 226.20.

Vendor’s fixed meal prices have accounted for all of the meal components required by the applicable federal regulations.

Additionally, based on a standard five-day school week, the federal regulations require meal variety, especially when children do not have choices. According to 7 CFR 210.10(c)(2)(iv), a single meat/meat alternate or form of meat/meat alternate (e.g., ground, diced, or in pieces) may not be served more than three times in the same week. The USDA provides guidance for both short (three-day) and long (seven-day) school weeks, and a seven-day service week is within the scope of the NSLP. Requirements of the regulations must still be met even during these short and long service weeks. There are no waivers available for the quality and variety requirements, particularly in juvenile detention centers.

- a. Vendor will serve reimbursable meals, snacks, or milk that meet program requirements for the meal services and sites as indicated on the Site Data page(s) attached to the RFP.
- b. Vendor will serve meals on the days, and at the times, requested by the SFA.
- c. Vendor will comply with the 21-day cycle menus developed by the SFA that were provided in the RFP. Changes may only be made by Vendor after the first 21-day cycle menu with the approval of the SFA. The SFA will approve menus no later than two weeks prior to service.
- d. Vendor will promote maximum participation in the reimbursable meal programs.

- e. Vendor will sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- f. No payment will be made to Vendor for meals that: are spoiled or unwholesome at the time of delivery; do not meet the detailed specifications as developed by the SFA for each food component in the meal pattern; or do not otherwise meet the requirements of this Contract.
- g. The SFA will retain control of the quality, extent and general nature of the food service operation.
- h. Vendor will offer free, reduced-price, and paid reimbursable meals to all eligible children at participating sites.

5. Non-Program Services (Special Functions and Catering)

- a. The SFA may request additional food services such as special functions and catering from Vendor. All catering or special function requests for food service at any SFA site must be requested by the SFA, and no other entity, from Vendor. The SFA will review and approve any request from sites or other entities before formally requesting non-program services from Vendor and will be responsible for billing and payment.
- b. If such services are rendered by Vendor, Vendor must bill the SFA for the actual cost of food, supplies, labor, and administrative overhead related to these services. Pricing for such services will be negotiated outside of this Contract and must ensure that no portion of the Nonprofit School Food Service Account (NSFSA) subsidizes the cost of such services.
- c. All such non-program services must be billed to the SFA separately from the SNP services rendered by Vendor pursuant to this Contract.

6. USDA Foods

a. Use of USDA Foods

The Vendor is responsible for ensuring compliance with the requirements of 2 CFR Part 250, subpart D related to USDA Foods, including, but not limited to: contract and procurement requirements [7 CFR 250.50]; crediting and use requirements [7 CFR 250.51]; storage and inventory requirements [7 CFR 250.52]; and recordkeeping requirements [7 CFR 250.54].

Allowable activities by Vendor 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 the SFA; storage and inventory management; payment of processing fees or submittal of refund requests to a processor on behalf of the SFA; and remittance of refunds for the value of USDA Foods in processed end products to the SFA.

The SFA and Vendor are expected to work together to order USDA Foods. Vendor is not permitted to request logins to the Fresh Fruit and Vegetable Order Receipt System (FFAVORS). The SFA must request this for Vendor.

b. Credits for USDA Foods

The fixed meal prices offered by Vendor and agreed to in this Contract were calculated without considering the value of USDA Foods to be received for the contract year; receipt of these USDA Foods will reduce food costs to Vendor.

Vendor will credit the SFA for the value of **all** USDA Foods received at the warehouse or processor during the contract year, **even those foods Vendor chooses not to use or does not use during the contract year. Cash values of USDA Foods will be established by the most current information available from MDE at the time the Vendor issues the credit.** Unless specifically indicated by the checked box below, Vendor will provide these credits to the SFA on its monthly bills. Credits will include entitlement and bonus foods and the value of USDA Foods contained in any processed end products.

If this box is checked, Vendor will provide credits for USDA Foods to the SFA less frequently than monthly, but no less than once within the contract year. The frequency and timing of providing credits to the SFA will be:

Vendor will maintain records identifying the types, amounts and cash values of USDA Foods received in accordance with 7 CFR 250.54. Credits for USDA Foods will appear on invoices as separate line items for the value of USDA Foods received at the warehouse and/or processor during the month.

Vendor will also provide credits for USDA Foods that were ordered in the spring survey by the SFA in coordination with the SFA's previous vendor.

After all USDA Foods for the contract year have been received at the warehouse and/or processor, the SFA will reconcile the total credits for USDA Foods provided by Vendor to the total value of USDA Foods received at the warehouse and/or processor using the "USDA Foods Received Report for the Auditor" form.

If the annual reconciliation shows that the SFA has not received full credits from Vendor for the contract year, Vendor will pay any credit amount due to the SFA within 30 days and prior to the close of the contract year. Renewal of this Contract for any additional renewal year cannot occur until the reconciliation for the prior contract year shows that the SFA has been fully credited by Vendor for USDA Foods.

c. Additional Requirements for USDA Foods

Vendor will use all USDA donated ground beef and ground pork products, and all processed end products, in the SFA's food service operation. 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 the SFA's food service operation. Upon termination of the contract, Vendor will return all unused USDA donated ground beef, ground pork, end products and, at the SFA's discretion, other unused USDA Foods.

Vendor assures the SFA that the procurement of processed end products on behalf of the SFA, as applicable, will comply with 7 CFR Part 250 and with provisions of applicable MDE or SFA processing agreements. Vendor will disclose to the 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 enter into a processing agreement with a processor.

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

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

Vendor will promptly credit the 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 the SFA as well as the full value of USDA Foods.

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

7. Food Safety

As required by 7 CFR 210.16(c)(2), Vendor will maintain state and/or local health certifications for any meal preparation site outside of the SFA and will maintain such certification for the duration of the contract. Vendor will comply with food safety inspection requirements set by USDA and must ensure that state and local regulations are met in its facilities.

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

The SFA will be responsible for posting and maintaining, in a publicly visible location, all reports on the most recent food safety inspection and providing a copy of the reports to a member of the public upon request.

8. Substitutions for Medical or Special Dietary Needs

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

a. Substitutions for Students with a Disability [always applicable]

Vendor must provide substitutions to, or modifications of, meals on a case-by-case basis as required by federal law for students who are unable to consume the regular program meals due to a disability. The SFA is responsible for maintaining "special diet statements" on behalf of students, which must identify the food(s) to be omitted from the student's diet, and the food(s) that must be substituted.

No additional charge will be assessed to the student for the substituted or modified meal. Vendor may invoice the SFA for any excess costs of providing substitutions. Vendor must identify these charges on any invoices as a line item for "substitution costs" and documentation must be attached to the invoices to substantiate the additional charges.

b. Lactose-Reduced Milk for Students with Lactose Intolerance [always applicable]

Upon the written request of the parent of a lactose-intolerant student, Vendor must make available at least one of the following types of lactose-reduced milk that are specified in Minnesota Statutes 2025, section 124D.114, 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 SFA is responsible for maintaining the parent's written request.

c. Non-Dairy Fluid Milk Substitutes This subsection c. only applies if this box is checked.

In accordance with the SFA's 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.

d. Other Substitutions This subsection d. only applies if this box is checked.

In accordance with the SFA's policy, Vendor may substitute food items within the meal pattern for students who do not have a disability as described in 8.a., based on a request in writing that is accepted by the SFA. Vendor may invoice the SFA for any excess costs of providing substitutions, in the same manner as identified in 8.a.

9. Free and Reduced-Price Meals Benefits

The SFA is responsible for the determination of eligibility for free and reduced-price meals.

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

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

10. Books and Records

- a. Vendor will maintain such records (supported by invoices, receipts, or other evidence) as the SFA will need to support its Claims for Reimbursements.
- b. Vendor will submit meal count records in a timely manner, and in no event any later than the fifth day after the last day of the month in which services were rendered. The SFA is responsible for performing edit checks on the meal count records provided by Vendor prior to the preparation and submission of the claim for reimbursement. Vendor must also provide the SFA with a year-end statement.
- c. Vendor will annually provide the SFA with information on food costs and revenues for reimbursable meals and for non-program foods to enable the SFA to determine compliance with program requirements for revenue from non-program foods.
- d. In accordance with 7 CFR 210.23(c), Vendor will retain, and make available to the SFA upon request, all books and records pertaining to this Contract for a period of three years from the end of the contract term (including any renewal term) to which they pertain, for audit, examination, excerpts, and transcriptions by the SFA and state or federal representatives and auditors. If audit findings regarding Vendor's records have not been resolved within the three year record retention period, the records must be retained beyond the three year period, for as long as required for the resolution of the issues raised by the audit.

- e. Upon termination of the contract, Vendor will surrender to the SFA all records pertaining to the operation of the food service, including food and non-food inventory records, menus, production records, product invoices, claim documentation and financial reports. Vendor will not remove state or federal required records from the SFA premises upon contract termination.

11. Employees

Those food service employees performing services onsite pursuant to this Contract will be employees of [*choose only one: the SFA or Vendor*]. (*if employees will be employed by the SFA, provisions a through h in this section should be deleted.*)

- a. The SFA will have final approval authority regarding the employee assigned by Vendor as site manager.
- b. Vendor will provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked. Locations and assignments will be provided to the SFA two full calendar weeks prior to start date of operations. Staffing patterns, except for the site manager, will be mutually agreed upon.
- c. Vendor and the SFA must maintain the same minimum level of employee positions, hours, wages and benefits as listed on the Labor-Fringe Worksheet attached to the RFP.
- d. Vendor will comply with applicable federal and state wage and hours of employment requirements.
- e. 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 the SFA.
- f. With respect to the use of the SFA's premises, Vendor will instruct its employees to abide by all policies, rules and regulations of the SFA, which will be furnished in writing to the Vendor and which Vendor is responsible for providing to its employees.
- g. The SFA will provide sanitary toilet and hand-washing facilities for Vendor employees.
- h. The SFA may request, in writing, that Vendor remove any Vendor employee who violates health requirements or conducts herself/himself in a manner which is detrimental to the well-being of the students and Vendor must honor such request immediately and restructure the food service staff without a significant disruption of service.
- i. 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 the SFA with a list of its personnel policies and employee handbook.
- j. Vendor is responsible for instructing all food service employees in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- k. Vendor must conduct periodic training on food service topics for all food service employees, including required annual civil rights training.

12. Monitoring

- a. The SFA will monitor the food service operation of Vendor through periodic on-site visits to ensure that the food service operation is in conformance with USDA program regulations. If the SFA has more than one site, the SFA will conduct an on-site review of the counting and claiming system at each site no later than February 1 each year in accordance with its Sponsor-State agreement with MDE. If the SFA participates in SFSP, the SFA is responsible for conducting the required SFSP site visits including preapproval visits.
- b. Vendor will maintain the necessary records for the SFA to complete required monitoring activities.

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

Vendor will:

- a. In accordance with 7 CFR 210.16(a)(8), participate in the establishment and periodic meetings of the SFA advisory board, comprised of students, teachers, and parents to assist in menu planning.
- b. Coordinate with the SFA as needed to assist in implementation of SFA's wellness policy.
- c. Meet SNP "Smart Snacks" nutrition requirements for: foods sold; Non-Program foods sold; and any other foods served to students during the school day.

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

- a. The SFA will make available, without any cost or charge to Vendor, area(s) of the premises agreeable to both parties in which Vendor will render its services.
- b. The SFA may request additional USDA food service programs from Vendor. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such action does not interfere with the operation of the SNP. The SFA may expand USDA food service operations outside the confines of the school/school district, such as expansion to non-affiliated charter schools, non-public, neighboring public schools or CACFP, which were not part of the original proposal.
- c. Vendor will maintain an inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by the SFA.
- d. The SFA and Vendor are responsible for equipment replacement, repair and maintenance as identified on the "Cost Responsibility" attachment to the RFP, except that Vendor is always responsible when damages result from the use of less than reasonable care by Vendor employees.
- e. Vendor will maintain adequate storage practices, inventory, and control of USDA Foods in conformance with the SFA's Sponsor-State Agreement with MDE.
- f. Vendor will provide the SFA with one set of keys for any food service areas secured with locks.
- g. The 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.

- h. The SFA will be responsible for any losses, including the loss of any USDA Foods, which arise solely due to equipment malfunction or loss of electrical power which are not within the control of Vendor.
- i. All food preparation and serving equipment owned by the SFA must remain on SFA premises.
- j. Vendor will notify the SFA of any equipment belonging to Vendor on SFA premises within ten days of its placement on SFA premises. The SFA will not be responsible for loss or damage to any equipment placed on SFA premises which is owned by Vendor.
- k. The SFA will have access at all times, with or without notice, to all SFA facilities used by Vendor, for purposes of inspection and audit.
- l. Vendor will not use SFA facilities to produce food, meals, or services for any other entities or organizations without the specific approval of the SFA. **If such usage is mutually agreeable, the SFA and Vendor must have a signed agreement that documents the fees to be paid by Vendor for facility usage.**
- m. Vendor will comply with all SFA building rules and regulations.
- n. The SFA, on the termination or expiration of this Contract, will conduct a physical inventory of equipment and furnishings owned by the SFA and used in the food service operation. Vendor will surrender all such SFA equipment and furnishings to the SFA in good repair and condition. Vendor will be responsible for correcting any discrepancies and obtaining any equipment repairs that are not the result of normal wear and tear within 30 days of the inventory.

15. Purchases and Buy American

Foods purchased for use in the food service operation must meet the specifications on the “Minimum Food Specifications” attachment to the RFP, which are incorporated herein by reference.

- a. Any procurement transactions by Vendor for food, supplies and equipment for use in the SFA’s food service operation must be conducted in a manner consistent with the applicable federal regulations (specifically 7 CFR 210.21 and 7 CFR Part 200, subpart D and Part 210) and state requirements.
- b. Pursuant to 7 CFR 210.21(d), Vendor will comply with “Buy American” requirements of the federal regulations and purchase domestic agricultural commodities and products for use in the NSLP and SBP.
 - i. Currently, “non-domestic” food purchases [see 7 CFR 210.21(d)(1)] may not exceed 10 percent of total annual commercial food costs that a SFA purchases per school year. 7 CFR 210.21(d)(5)(ii)(A).
 - ii. Beginning with SY 28 – 29, non-domestic purchases may not exceed 8 percent. 7 CFR 210.21(d)(5)(ii)(B).

16. Sanitation

- a. Vendor will comply with local and state sanitation requirements in the preparation of food.
- b. Vendor will place garbage and trash in containers in designated areas as specified by the SFA. The SFA will be responsible for removing garbage and trash from the designated areas.

- c. Vendor will be responsible for cleaning those kitchen and dining areas indicated on the “Cost Responsibility Detail” attachment to the RFP and incorporated herein by reference. The SFA will clean ducts and hoods above the filter line.
- d. 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 the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- e. The SFA will provide extermination services, as needed.

17. Licenses, Fees, and Taxes

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

18. Nondiscrimination

In accordance with federal civil rights law and USDA civil rights regulations and policies, the SFA and Vendor are prohibited from discriminating on the basis of 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.

19. Emergency Closings

- a. When the SFA becomes aware of any interruption in utility service, the SFA will notify Vendor as soon as reasonably possible.
- b. The SFA will notify Vendor, as soon as reasonably possible, of any delay in the beginning of the school day or the closing of school(s) due to weather or other emergency situations.

20. Nonperformance

- a. In the event of the Vendor’s non-performance under this Contract and/or the violation or breach of the contract terms, the 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. The SFA remains responsible to the MDE and the USDA authority for any noncompliance with SNP regulations and will hold Vendor responsible for any amount of meal overclaims (or any other similar fiscal action) charged to the SFA that are attributable to Vendor’s negligence and that occurred during the effective dates of the contract, including based on audit or program review findings.
- b. The SFA must hold 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 Vendor to reimburse the SFA for the full value of the SFA’s USDA foods entitlement amount for the school year constitutes a

breach of contract for which the SFA will pursue all administrative, contractual, and legal remedies against the Vendor.

- c. If either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving 60 days' written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.

21. Additional Child Nutrition Programs

The 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. However, the federal regulations may require the SFA to conduct a new competitive procurement and, therefore, Vendor is not guaranteed the resulting contract from the addition of those programs. Any additional program(s) and fixed meal prices must be documented in an addendum to this Contract.

- a. Any additional program(s) and fixed meal prices must be documented in an addendum to this Contract.
- b. No modifications or addendums may be made to this Contract unless preapproved by MDE. Any addendums or additional documents attached to the standard contract are null and void if not specifically reviewed and approved by MDE before executed.

22. Insurance

- a. Vendor will maintain the insurance coverage set forth below provided by insurance companies authorized to do business in the state of Minnesota. A Certificate of Insurance of Vendor's insurance coverage indicating these amounts must be submitted at the time of contract award.
- b. Vendor must name the and SFA as additional insured on its General Liability, Automobile, and Excess Umbrella policies. Vendor must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
- c. The contract of insurance must provide for notice to the SFA of cancellation of insurance policies 30 days before cancellation takes effect.

Vendor will meet the insurance requirements:

as specified on the Attachment to this Contract;

or

as specified here

- a. Comprehensive General Liability – includes coverage for:
 - Premises – Operations.
 - Products – Completed Operations.
 - Contractual Insurance.
 - Broad Form Property Damage.
 - Independent Contractors.

- Personal Injury.

\$ _____ Combined Single Limit

- b. Automobile Liability: \$ _____ Combined Single Unit.
- c. Workers' Compensation-Statutory; Employer's Liability: \$ _____.
- d. Excess Umbrella Liability: \$ _____ Combined Single Unit.

23. Miscellaneous

- a. This Contract must be governed by the laws of the State of Minnesota. Any action or proceeding arising out of this Contract must be brought exclusively in the state or federal courts of the State of Minnesota.
- b. The RFP and Vendor's response to the RFP are incorporated herein by reference. Vendor agrees to comply with the provisions of those documents.
- c. The following documents constitute the entire Contract among the parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and contracts among the parties concerning the subject matter hereof: this Contract; this Contract's attachments; the RFP; and Vendor's response to the RFP.
- d. In the event of any conflict among the documents constituting this Contract, the order of priority to resolve the Conflict must be: 1) this Contract and its attachments; then 2) the RFP; and finally, 3) Vendor's response to the RFP.
- e. No provision of the contract may be assigned or subcontracted without the prior written consent of both the SFA and MDE.
- f. No course of dealing or failure of a party to strictly enforce any term, right, or condition of this Contract must be construed as a waiver of the term, right or condition.
- g. The parties acknowledge that each party has had the opportunity to seek the advice of independent legal counsel prior to executing this Contract and that each has read and understood all of the terms and provisions of this Contract and enters into this Contract with the intent to be legally bound.
- h. Any silence, absence, or omission from the contract specifications concerning any point will be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies) and workmanship of a quality that would normally be specified by the SFA are to be used.
- i. Payments on any invoice 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/or proposal specifications.
- j. The SFA is responsible for ensuring the resolution of SNP review and audit findings.
- k. This Contract and the SFA's information about its procurement process are subject to review by MDE for the purpose of determining whether federal and state requirements for the SFA's participation in SNP have been met.
- l. MDE and USDA are not parties to this Contract and are not responsible for any action or inaction by the SFA or Vendor.

24. Term, Renewal, Options, Termination

The contract is effective _____ through June 30, _____.

- a. This Contract has four renewal options of additional one-year periods, if mutually agreed to by the SFA and Vendor. Any renewal will use a contract renewal template provided by MDE. Adjustments to fixed meal prices for any renewal period are allowed but will be limited to an increase stated by MDE on the contract renewal template, which is based on the Consumer Price Index.
- b. The SFA and Vendor may only terminate the contract without cause or for convenience if both parties mutually agree to terminate the contract.
- c. SFA or Vendor may terminate the contract for cause as allowed in Section 20 by giving 60 days' written notice.
- d. Neither the SFA nor Vendor is responsible for any losses resulting from fulfillment of the terms of this 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 the SFA or Vendor, respectively, and which by the exercise of due diligence the non-fulfilling party was unable to prevent.

25. Certifications

- a. Vendor executed and submitted with its proposal an "Assurance of Civil Rights Compliance Certification", which is attached to this Contract and specifically incorporated herein by reference. By executing this Contract, Vendor agrees, assures and certifies that it will continue to comply with all of the laws, regulations, orders, provisions, guidelines, directives and policies identified in that Certification throughout the term of this Contract, including any renewal periods, including 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.
- b. Vendor executed and submitted with its proposal a "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion", which is specifically incorporated herein by reference. If at any time during the term of this Contract (including any renewal periods), Vendor would become unable to certify the statements in that Certification, Vendor agrees to immediately notify the SFA.
- c. Vendor executed and submitted with its proposal the "Certification Regarding Lobbying", which is specifically incorporated herein by reference. If at any time during the term of this Contract (including any renewal periods), Vendor would become unable to certify the statements in that Certification, Vendor agrees to immediately notify the SFA.
- d. Vendor must 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.
- e. When possible and allowed, Vendor agrees to consider the use of small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms. See 2 CFR 200.321.
- f. Vendor agrees to comply with the prohibition on obligating any federal grant funds on certain telecommunications equipment or services as identified in 7 CFR 200.216.
- g. Vendor agrees, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). See 7 CFR 200.322.
- h. If the total amount of this Contract exceeds \$150,000, Vendor agrees to comply with all applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401 - 7619q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 - 1387).

- i. While not apparently applicable to this Contract, if its provisions become applicable to this Contract, Vendor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Further, if this 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.
- j. The total amount of this Contract is expected to exceed \$10,000. Vendor agrees to comply with the provisions of Executive Order 11375 of the Equal Employment Opportunity Act, and as supplemented in Department of Labor regulations.
- k. While not apparently applicable to this Contract, if its provisions become applicable to this Contract, Vendor must comply with the Davis Bacon Act (for construction contracts in excess of \$2,000). See Appendix II to 2 CFR 200/7 CFR 3019.48.
- l. While not apparently applicable to this Contract, if its provisions become applicable to this Contract, Vendor must comply with the recovered materials provisions of 42 U.S.C. 6962. See 2 CFR 200.323.
- m. While not apparently applicable to this Contract, if its provisions become applicable to this Contract, Vendor must comply with "Rights to Inventions Made Under a Contract or Agreement" See Appendix II to 2 CFR 200; 7 CFR 3019.48.

26. Changes to Standard Provisions and/or Additional Provisions

If this box is checked, the SFA and Vendor have agreed to modifications and/or additional provisions to this Contract, which have been preapproved by MDE and are attached to this Contract on a separate sheet labeled "Changes to Standard Provisions and/or Additional Provisions". Any modification specifically identifies the section of this Contract that has been modified.

27. Attachments

The following documents are attached to, and incorporated into, this Contract.

- a. Vendor's Price Proposal
- b. Site Data pages
- c. Minimum Food Specifications
- d. Breakfast, Lunch and Afterschool Snack Meal Patterns
- e. Cost Responsibility Detail
- f. Vendor's Assurance of Civile Rights Compliance Certification
- g. Vendor's Certification Regarding Debarment
- h. Vendor's Certification Regarding Lobbying
- i. *Site Recap page*
- j. *Labor-Fringe Worksheet*
- k. *Insurance Requirements*
- l. *Changes to Standard Provisions and/or Additional Provisions*

In Witness Whereof, SFA and Vendor 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
Email	Email

Legal Notice

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 and the federal regulations which govern the school nutrition programs.

To obtain a copy of the Request for Proposal, contact: _____

Food Service Management Companies may submit proposals to:

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

A mandatory optional [*select one*] 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 Company Proposal.

Letter to Food Service Management Companies

Date

FSMC Name

Street

City, State, Zip

_____ (SFA) will be accepting proposals for the management of its school food service operation for the forthcoming school year. The ___ mandatory ___ optional [*select one*] 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 Proposal is enclosed.

To request a copy of the Request for Proposal, contact _____.

Proposals are due by _____ at _____.

Preferred deliverables of the proposals are as follows:

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, current vendors, current contractors or board members with me. Any attempt to unduly influence district staff, administration, current vendors, current contractors or board members will automatically disqualify your company from consideration.

If I can provide more information, please call me at _____.

Sincerely,

Name

Title

Instructions for Preparing the Resulting Contract

After the RFP has been issued and the awarded Vendor has been identified, the SFA must prepare the resulting contract.

Completing Sections of the Contract

Complete sections of the contract template as instructed below. Generally, information to be completed will be indicated by a “ _____ ” or [inside brackets].

Section	Instructions
1b	Check those programs for which Vendor will provide services.
2	Insert the day of the month by which Vendor must submit invoices. Copy the fixed meal prices (and per milk price) from Vendor’s Price Proposal. Insert any other fixed prices at “other fixed prices”.
6b	Check this box if credits for USDA foods will be provided by Vendor on any other schedule than monthly. Then enter text describing the frequency and timing of when credits will be provided by Vendor.
8c, d	Check each box if Vendor is required to comply with the substitution policy.
11	In the first sentence, choose whether food service employees will be employed by the SFA or Vendor. (This must match what was chosen in RFP Section H.) If employees will be employed by the SFA, delete 11a – h, as those provisions are no longer applicable to the contract.
17b	Check whether the SFA or Vendor will be responsible for licenses or permits. (This must match what was indicated on the Cost Responsibility Detail.)
22	The SFA must either create its own attachment listing insurance requirements or enter the required insurance requirements here. Check the box which indicates which option the SFA chose.
24	Insert the beginning date of the contract.
26	Check the box if the SFA and Vendor have agreed to modifications to the template provisions of the contract or if the SFA and Vendor have agreed to additional provisions. If such modifications or additional provisions are agreed upon, the SFA must detail them on a separate sheet labeled “Changes to Standard Provisions and/or Additional Provisions” which is attached to the contract.
27	Standard attachments that must be attached to the contract are listed here. Those attachments that may not be attached, depending on contract circumstances, are listed <i>in italics</i> at the end of the list. Change the text of these attachments to normal font if the SFA will attach them to the contract or delete them from the list if the SFA will not attach them. A SFA may also add its own attachments. Revise this list, as needed, to accurately reflect the additional attachments that are a part of the final contract.

Preparing Contract Attachments

Prepare documents as described below for attachment to the final contract. The contract **and all of its attachments** must be submitted to MDE for final approval.

Attachment	Instructions
Price Proposal	Remove Vendor’s original completed “Price Proposal” form from Vendor’s submitted proposal and attach to the contract.
Site Data page(s)	Duplicate the “Site Data” page(s) attached to the issued RFP and attach to the contract.
Minimum Food Specifications	Duplicate the Minimum Food Specifications page attached to the issued RFP and attach to the contract.
School Nutrition Program – Breakfast, Lunch and Afterschool Snack Meal Patterns	Duplicate the Meal Pattern pages attached to the issued RFP and attach to the contract.
Cost Responsibility Detail	Duplicate the Cost Responsibility Detail page attached to the issued RFP and attach to the contract.
Assurance of Civil Rights Compliance Certification	Remove Vendor’s original completed “Assurance of Civil Rights Compliance Certification” form from Vendor’s submitted proposal and attach to the contract.
Certification Regarding Debarment...	Remove Vendor’s original completed “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion” form from Vendor’s submitted proposal and attach to the contract.
Certification Regarding Lobbying	Remove Vendor’s original completed “Certification Regarding Lobbying” form from Vendor’s submitted proposal and attach to the contract.
<i>Optional attachments below</i>	N/A
Site Recap page	If it was used (more than one site to be serviced), duplicate the “Site Recap” page attached to the issued RFP and attach to the contract.
Labor-Fringe Worksheet	If it was used, (employees will be employed in some manner <u>other</u> than solely by the SFA), remove (or duplicate) the “Labor-Fringe Worksheet” completed by the SFA and Vendor from Vendor’s submitted proposal and attach to the contract.
Insurance Requirements	Created by the SFA if it chooses to create its own insurance requirements (section 22 of the contract).
Changes to Standard Provisions and/or Additional Provisions	Created by the SFA if the SFA and Vendor have agreed to modifications to the template provisions of the contract or if the SFA and Vendor have agreed to additional provisions.