Department of Education & Early Development (DEED)
Management Services contract for Menu planning and Procurement
Request for Proposal (RFP) and FIXED PRICE Contract
July 1, 20XX to June 30, 20XX

Any Sponsor selecting to use a management contract for menu planning and procurement must prepare an RFP utilizing this document. Any proposed changes to the language of this RFP must be approved by the Department of Education and Early Development (DEED). Addendums to the original or renewal year contract are not permitted. Should the Sponsor and Vendor enter into any addendum, the Department of Education and Early Development (DEED) will not review the addendum and the language in this document prevails as binding. The standard form contract has open fields where additions can be made on the contract itself, in lieu of attaching an addendum.

Table of Contents

Agreement Page 4

General Information 5

A. Intent 5

B. Procurement Method 5

C. Bid Submission and Award 6

D. Timeline 7

E. Evaluation Criteria 7

F. Bid Protests 8

G. Contract Terms 8

H. Errors or Omissions 8

I. Final Contract 8

J. Gifts from Vendor 9

K. Disqualified Bids 9

L. Payment and Fees 9

M. Additional Information 10

Standard Terms and Conditions 11

USDA Donated Foods 12

Renewal Assumptions 13

Menus/Meals 14

Books and Records and Reports 15

Procurement/Purchases 16

Buy American Provision (School sponsors only) 16

Civil Rights 17

Term and Termination 18

Nonperformance by the Vendor 18

Certifications 19

Trade Secrets and Proprietary Information 20

Appendix A – Menu Cycles 21

Appendix B – National School Lunch Meal Pattern 22

Appendix C – Afterschool Snack Meal Pattern For K-12 (Ages 6-12) 23

Appendix D – School Breakfast Meal Pattern 24

Appendix E – Summer Food Service Program Breakfast (SFSP) Meal Pattern 25

Appendix F – Summer Food Service Program Lunch (SFSP) Meal Pattern 26

Appendix G – CACFP Breakfast Meal Pattern [Ages 1-18] 27
Appendix H – CACFP Lunch Meal Pattern 28
Appendix I – Acknowledgement of Personnel Relationships 29
Appendix J – Certification Regarding Debarment and Suspension 30
Appendix K – Certification Regarding Lobbying 31
Appendix L – Independent Price Determination Certificate 37

Agreement Page

The Alaska Department of Education and Early Development (DEED) provides this contract as a service to Sponsor, therefore; DEED shall not be named as a party to this contract. The Sponsor, hereafter referred to as the Sponsor, is the responsible authority, without recourse to DEED and the United States Department of Agriculture (USDA) regarding the settlement and satisfaction of all issues arising under this contract. This includes, but is not limited to, disputes, claims, protests of award or source evaluation.

The Vendor certifies that they shall operate in accordance with all applicable State and Federal regulations.

The Vendor certifies that all terms and conditions within the Bid Solicitation shall be considered a part of the contract as if incorporated therein.

This contract shall be in effect for one year starting **July 1, 20XX** through **June 30, 20XX** and may be renewed by mutual agreement for up to four additional one-year period(s).

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representative on the date signed.

Sponsor	Vendor
Sponsor Authorized Representative's **Digital** Signature	Vendor Authorized Representative's **Digital** Signature
Printed Name of Sponsor Authorized Representative	Printed Name of Vendor Authorized Representative
Sponsor Authorized Representative Title	Vendor Authorized Representative Title

General Information

A. Intent

This solicitation is for the purpose of entering into a contract for the management services for menu planning and procurement services for _____ _____ herein after referred to as the Sponsor.

The bidder is herein referred to as the Vendor. The contract will be between the Sponsor and the Vendor.

B. Procurement Method

1. All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with Title 2 CFR 200.318-200.327.

2. This contract will be a firm Fixed Price Contract. By submitting a response to this RFP, and if such response is not withdrawn before the time for opening proposals, the Offeror understands and agrees that it is making a firm offer to enter into a contract, which may be accepted by the Sponsor, and which will result in a binding contract.

   Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to being selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and contract requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors

3. The Sponsor must determine the existence of the proper pass-through value of the donated commodities, e.g., credits or reductions on the invoice in the month of receipt. The values are to be based on the values at the point the Sponsor receives the commodities from the Alaska Department of Education and Early Development (DEED), and on USDA commodity prices pertinent to the time period and shall be in the per meal cost that is included in the bidder's proposal.

C. Bid Submission and Award

1. Bid Submission and Award

   a) Proposals are to be submitted to: _____

   Attention: _____

   Proposals are due before the start of the Public Opening. See the timeline, Subpart D of General Information, below for the date and time of the Public Opening. Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked Management Services for Menu planning and Procurement Bid.

   b) The Sponsor will not conduct the procurement process in a manner that uses statutorily or administratively imposed in-state or local geographic preferences in the evaluation of bids or proposals in accordance with Title 2 CFR 200.319(c).

   c) The Sponsor is prohibited from entering into a contract with a Vendor that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.

   d) The Sponsor reserves the right to reject any or all bids, if deemed in the best interest of the Sponsor.

   e) For consideration, each Vendor must submit a complete response to this solicitation using only the forms provided. No additional forms will be accepted as part of this contract. Alaska Department of Education and Early Development (DEED) will not review or approve any additional forms added to this contract. Any additional forms added to this contract will not be binding.

   f) The Sponsor will award the contract to the most qualified and responsible Vendor whose proposal is responsive to this solicitation. A responsible Vendor is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.

   g) The Vendor or authorized representative are expected to be fully informed of all conditions, requirements, and specifications before submitting bids; failure to do so will be at the Vendor's risk and cannot secure relief on the plea of error. The Sponsor is not liable for any cost incurred by the bidder prior to Alaska Department of Education and Early Development (DEED)'s final approval of the contract, as dated on page 1 and the signing of the contract by all parties. Paying the Vendor from Child Nutrition (CN) program funds is prohibited until the contract is signed by both parties and final approval is provided by DEED.

   h) If additional information is required, please contact: _____

D. Timeline

	Scheduled Date & Time	Postponed Date & Time [1]
Sponsor's release of RFP		
Last Date for Questions from Vendor		
Sponsor provides Answers to Vendors Questions by?		
Proposal due date		
Public Bid Opening [2]		
Sponsor notification to selected Vendor		

1. Postponed date is for any weather related or other postponements from the original scheduled date.
2. Public bid opening must be at least two weeks after the date the Sponsor provides answers to Vendors questions, whichever date is later.

E. Evaluation Criteria

1. The contract will be awarded to the responsible bidder whose proposal is most advantageous to the program with price and other factors considered. Proposals will be evaluated by a committee consisting of Sponsor employees and representatives familiar with the terms and conditions of the RFP criteria and the evaluation process. Each committee member evaluates proposals independently.

2. The ideal candidate will have a proven track record in food procurement, particularly in negotiating with manufacturers and brokers. They should possess a deep understanding of USDA compliance requirements and be adept at providing thorough financial analysis and reporting. This role will be pivotal in ensuring the Sponsor receives the best possible service and value in their food procurement efforts.

3. Responding Vendors will demonstrate their ability, capacity, and available resources to provide professional consulting and management services for the Sponsors food program. Suppliers are required to communicate and demonstrate within their submittal that they have extensive knowledge, background, and experience with producing, delivering, and supporting the services requested.

   Scoring Method: The relative value assigned to each criterion must be specified and "Cost" must be the primary factor (assigned more of the points or assigned the greatest number of points compared to other factors). Once the criterion has been evaluated and ranked, the Sponsor may negotiate with any bidder receiving an average of **the point values indicated below** or more (criteria must be consistent with the RFP and cannot add or delete specifications/requirements. i.e. the scope cannot change). At the conclusion of

the negotiations the proposals are rescored, and the award is given to the bidder

Cost – (must be the significant factor)	
Years of Experience working with other sponsors or nearby school districts	
Ability to provide entire scope of services to Sponsor's satisfaction	
Responsiveness and Completeness of proposal	
Stability, Business Plan	
User Defined – Type here	
Total points possible	100

presenting the most advantageous proposal, with price used as the primary factor.

Point values required for negotiation:

F. Bid Protests

Any action which diminishes full and open competition seriously undermines the integrity of the procurement process and may subject the Sponsor to bid protests. Pursuant to Title 2 CFR 200.318(k), Sponsors are responsible for properly responding to protests and concerns raised by potential Vendors. Sponsors must attach their bid protest procedures to this RFP. Sponsors must, in all instances, disclose all information regarding a protest to DEED.

G. Contract Terms

The contract shall be for a period of one year beginning on or about **July 1, 20XX**, and ending **June 30, 20XX**, with up to four one-year renewals with mutual agreement between the Sponsor and the Vendor. This contract cannot be effective prior to the date of final approval by DEED, as dated on page 1, and signed by both parties.

H. Errors or Omissions

The proposing Vendors shall not be allowed to take advantage of any errors or omissions in the RFP specifications. Where errors occur in the RFP specification, the Vendor shall promptly notify the contact person listed. Inconsistencies in the RFP specifications are to be reported prior to proposals being submitted. The Sponsor must communicate with all potential bidders.

I. Final Contract

The complete contract includes all documents included by the Sponsor in this RFP, the proposal, as well as any amendments/renewals submitted by the Vendor. No additional addendums may be added.

J. Gifts from Vendor

The Sponsor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from Vendors nor potential Vendors. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

K. Disqualified Bids

1. Non-Responsive Bids – Any Vendor that submits an incomplete proposal that fails to meet the specifications of this RFP shall not be considered in the scoring process. The Vendor may be considered non-responsive, and the proposal may not be accepted. Any Vendor that submits a proposal for items or activities not requested by the Sponsor as specified in the RFP shall not be considered in the scoring process. In such instances, the Vendor also may be considered non-responsive, and the proposal may not be accepted.

2. Late Bids – The Sponsor will not consider any bid received after the exact time specified for receipt.

L. Payment and Fees

Fixed price means an agreed-upon amount that is fixed at the inception of the Contract. Within a Fixed price contract, the Vendor is the procurement agent. The Sponsor is charged one fixed price. Included in the fixed price are:

1. Menu Planning and development specific to the operation of USDA compliant menu options and recipe development.

2. Procurement Services

3. Ongoing maintenance of Sponsor's products, ingredients, recipes and menus.

4. Personal representation, visitation, and coverage on a regular basis by a representative of the Vendor.

5. Administrative dietetic, nutritional, sanitation, and personnel advice.

6. All costs incurred in hiring and relocating, if necessary, the Vendor management team.

7. All training costs for Vendor employees (if applicable).

8. All travel costs for training for Vendor employees for effective program management.

9. All miscellaneous costs to operate the program: i.e., consumable marketing materials, posters, menu templates, proprietary printed materials, taxes and licenses, insurance, as contractually obligated herein.

M. Additional Information

1. The Vendor must also submit proposed menu examples with proposals based on USDA meal pattern (Appendixes B-H of this document). Sponsor shall check below which meal pattern the Sponsor shall have the Vendor provide menus for:

   ☐ NSLP

   ☐ SBP

   ☐ ASSP

   ☐ FFVP

   ☐ CACFP

   ☐ SFSP

2. Indicate the number of proposals to be submitted by the Vendor. (Choose One)

   ☐ paper copies

   ☐ electronic copies

3. The Sponsor may not add additional items to the Renewal Year Contracts without rebidding unless the item constitutes an immaterial change from the original contract. DEED cannot provide an exclusive listing of which changes are material regarding the many procurement actions undertaken in Child Nutrition Programs (CNPs). The Sponsor should consult with legal counsel to make those determinations. However, DEED views a change as material when, if the new term had been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP.

4. If the services of the Vendor are to begin after the beginning contract term of July 1 (i.e. January 1), enter the beginning contract term date within this RFP and include that date in the advertisement and solicitation. The ending contract term date will always be June 30.

Standard Terms and Conditions

A. The Vendor shall operate in conformance with the Sponsor's Policy Statement/Agreement with DEED.

B. The Sponsor *currently operates* the programs indicated below with a checkmark:

☐ National School Lunch Program (NSLP)
☐ Child and Adult Care Food Program (CACFP)
☐ Extended School Year
☐ At-Risk Supper
☐ School Breakfast Program (SBP)
☐ Special Milk Program (SMP)
☐ Afterschool Snack Program (ASP)
☐ Vending
☐ Summer Food Service Program (SFSP)
☐ `A la carte

Proposals must be inclusive of all the Sponsor's current programs. However, the Sponsor reserves the right to add and/or expand the federal CN program to provide the availability of food resources to children and students that can be served through these programs. Prior approval must be obtained by the State Agency before adding a CN program and both parties must agree to the addition. The Sponsor also reserves the right to remove CN programs.

C. The Vendor shall be an independent contractor and not an employee of the Sponsor. The employees of the Vendor are not employees of the Sponsors.

D. The Vendor shall comply with the rules, regulations, policies, and instructions of DEED and USDA, and any additions or amendments thereto, including but not limited to, Title 7 CFR parts 210, 215, 220, 245, 250; Title 2 CFR part 180, 200, 400, 416, 417, and 418; and Title 7 CFR parts 225 (SFSP) and 226 (CACFP), as applicable.

E. This contract shall be construed under the laws of the State of Alaska. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the State of Alaska.

F. The Vendor shall comply with the provisions of the bid specifications, which are hereby in all respects made a part of this contract.

G. No provision of this contract shall be assigned or subcontracted without prior written consent of the Sponsor and DEED.

H. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.

I. This RFP, the proposal from the Vendor and any renewals/amendments constitutes the entire contract.

J. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only

materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the Sponsor are to be used.

K. Payments on any claim shall not preclude the Sponsor from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.

L. The Sponsor shall be responsible for ensuring the resolution of program review and audit findings.

M. This contract must be reviewed and approved by DEED prior to execution, as noted in the final approval on page 1.

N. The Vendor and his representatives shall follow all applicable regulations while on the Sponsor's property, including the no smoking, no weapons, and drug-free policies. No work shall interfere with sponsor activities or environments unless an authorized employee for that location gives permission. The Vendor and his representative must have a clean background check to come on school property.

O. The Sponsor must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible (2 CFR part 200.321).

USDA Donated Foods

A. The Sponsor shall retain title to all USDA donated foods.

B. The Vendor is prohibited from entering into any processing contracts utilizing USDA donated foods on behalf of the Sponsor. All refunds received from processors must be retained by the food service account.

C. The Vendor shall accept liability for any negligence on its part that results in any loss of improper use of, or damage to, USDA donated foods.

D. The Vendor will use incorporate all donated foods or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the Sponsor menus.

E. The Vendor must assure that the procurement of processed end products on behalf of the Sponsor, as applicable, will ensure compliance with the requirements of Title 7 CFR Part 250 subpart C, and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the Sponsor for the value of donated foods contained in such end products at the processing agreement value.

F. The Vendor shall perform the following activities in accordance with Title 7 CFR 250.50(d): (check all that apply)

☐ Preparing menus for meals using donated foods.

☐ Ordering or selection of donated foods (in coordination with the Sponsor).

☐ Payment of processing fees or submittal of refund requests to a processor on behalf of the Sponsor, or remittance of refunds for the value of donated foods in processed end products to the Sponsor. (if applicable).

Inventory, Storage and Record Retention of USDA Donated Foods

1. The Vendor must maintain documentation of its procurement of processed end products on behalf of the Sponsor, as applicable.

2. The Sponsor must ensure that the Vendor is in compliance with the requirements of this part through its monitoring of the non-profit school food service operation, as required in Title 7 CFR Parts 210, 220, 250, 225, or 226, as applicable. The Sponsor position responsible for this monitoring process is. _____

Renewal Assumptions

A. Assumptions: Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written if the material change was approved and granted by DEED, whichever is mutually agreed upon.

The distinction between a minor change and a material change cannot be qualified for every action undertaken in the CN programs. However, at a minimum, a change is material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP.

Services or features contingent on multi-year contracts are not allowable.

1. The Sponsor reserves the right to expand the federal CN programs in order to provide availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and prior approval is obtained by DEED.

2. The Sponsor's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.

3. The term materially consistent shall mean that a change does not (1) materially increase Vendor's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

4. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall be enforced on their effective date.

5. The government reimbursement rates in effect shall remain materially consistent throughout the year.

6. Meal components and quantities required by any of the programs selected remain consistent with prior years.

7. Service hours, service requirements, and type or number of facilities selling food and/or beverages on Sponsor's premises shall remain materially consistent throughout the contract term and any subsequent contract renewal years.

B. Contract Proc Increase: The Vendor may negotiate at the end of each one-year contract period for a cost increase. If there is an increase to the firm's fixed price it cannot exceed the annual percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) for the preceding year. The addition of new line items to the budget is not allowable in renewal years. The CPI-U can be used as a gauge for proposed increases in operating costs. However, the Sponsor must be able to justify approval for operating costs exceeding the CPI-U.

C. All contract renewals shall be for a period of one year beginning July 1 and ending June 30, with mutual agreement between the Sponsor and the Vendor. Renewal contracts cannot be effective prior to the final approval date by DEED and signed by both parties. Failure to have renewal contracts fully executed prior to July 1 will lapse this contract and require the Sponsor to rebid the contract.

D. Renewal year contracts are contingent upon fulfillment of all contract provisions. If DEED determines during an Administrative Review, Procurement Review, audit, etc., that the Vendor is not meeting contractual obligations and is responsible for noncompliance of program regulations, DEED may decline to approve a renewal contract until it can be demonstrated that the Vendor is capable of meeting contractual obligations and being in compliance with program regulations.

Menus/Meals

A. The Vendor shall provide menus for meals in the CN programs that meet the requirements as established in Title 7 CFR Part 210, Part 215, Part 220, Part 225, and Part 226.

B. The Sponsor shall work with the Vendor if any changes in delivery and packaging are required in cases of an emergency. Emergencies may include, but are not limited to, wars, acts of public enemies, strikes, work stoppages, natural disasters, acts of God, civil disorders, public health crises, freight embargos, or loss or malfunctions of utilities, respectively, and which by the exercise of due diligence they were unable to prevent. Any price adjustment resulting from the emergency must be agreed upon by both parties in writing. Additionally, the length of the emergency period should be estimated and agreed to by both parties in writing.

C. The Vendor will provide services to assist the District's Food Service Department with all the areas listed below:

1. Implement nutritional analysis of all breakfast, lunch & snack menus using Menu Planning software

2. Services from a Registered Dietitian to recommend USDA compliant menu options and recipe development

3. Ongoing maintenance of Sponsor's products, ingredients, recipes, & menus in the menu planning software system.

G. The Vendor shall work with the Sponsor to make modifications and substitutions (if applicable) in meal menus for students whose disabilities restrict their diet. Meal menu modifications and substitutions shall be made on a case-by-case basis and must be supported by a medical statement with the required information when the modification or substitution cannot be made within the Program meal pattern.

H. Exceptions for non-disability reasons: Vendor, with instructions from the Sponsor, may make menu modifications for student's meal menus without disabilities who cannot consume the regular lunch or afterschool snack because of ethical, cultural, religious reasons or other preferences. Menu modifications made for dietary preferences must meet meal pattern requirements established under 7 CFR 210.10 and 7 CFR 220.

Books and Records and Reports

A. Should the Sponsor have any concern as to the Vendor's compliance of regulatory rules due to internal audits, monitoring, an Administrative Review, or a Procurement Review conducted by DEED, the Sponsor shall have the right to request an audit of the Vendor and the selection of the auditor(s) to perform the audit. The Vendor will be responsible for bearing the costs that occur as a result of this audit.

B. The Sponsor and the Vendor must provide all documents necessary for the independent auditor to conduct the Sponsor's single, program, or financial audit.

C. Books and records of the Vendor pertaining to the CN program operations shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain, for audit, examination, excerpts and transcriptions by the Sponsor and/or any state or federal representatives and auditors.

D. Vendor shall maintain records to support any claim for reimbursement by the Sponsor.

E. If audit findings regarding the Vendor's records have not been resolved within the three-year period, the records must be retained beyond the three-year period for as long as required for the resolution of issues raised by the audit. (Title 2 CFR 200.334).

F. The Vendor shall not remove federally required records from the Sponsor premises. Upon contract termination, the Vendor must leave copies of the records at the Sponsor premises.

G. The Sponsor is responsible for ensuring resolution of program review and audit findings.

Procurement/Purchases

A. If the Vendor is procuring goods or services which are being charged to the Sponsor under the contract, the Vendor is acting as an agent for the Sponsor and must follow the same procurement rules under which the Sponsor must operate.

B. This contract shall not prevent the Sponsor from participating in food co-ops or purchasing food from vendors with whom the Vendor normally does not do business.

C. The Vendor's will be to develop a robust procurement bid for food distribution, starting with the _____ school year. This will include working with Sponsor staff to gather data, conducting outreach to distribution houses and manufacturers/brokers, structuring the bid to maximize savings, and ensuring compliance with all USDA and local regulations. The Vendor will be responsible for negotiating favorable pricing agreements that align with the bid's objectives, providing long-term value for the Sponsor.

D. In addition to bid development and price negotiation, the Vendor will be a key consultant in designing and conducting communications between potential suppliers and the Sponsor. This will involve educational information on the procurement process, timelines of the bid process, pricing updates, and any regulatory considerations that may impact the process. Clear and consistent communication will be essential in ensuring the Sponsor understands and benefits from the procurement efforts.

E. Sponsor should comply with local procurement requirements as stated in Alaska Statute 29.71.040. Indicate below which preference the Sponsor chooses:

☐ The local procurement preference applies as stated in AS 29.71.040

☐ The Sponsor is exempt from the requirements and does not wish for local procurement preferences to be implemented by the Vendor

F. Finally, financial reporting will be a critical component of the Vendor's role. They will be expected to provide detailed financial reports throughout the process, offering real-time insights into spending, savings, and vendor performance. These reports will help inform decision-making and ensure transparency in the procurement process.

Buy American Provision (School sponsors only)

A. The Vendor shall comply with the Buy American Provision to the maximum extent practicable, however, Alaska is exempt from this provision.

B. The Vendor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products. Section 12(n) of the National School Lunch Act defines "domestic

commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that "substantially means over 51% from American products."

Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the Sponsor. This provision applies to all food purchases paid from the nonprofit school food services account. (7 CFR Part 210.21(d) and USDA Memo 38-2017).

This provision does not apply to Alaska but is a best practice.

Limited Exceptions to the Buy American provision- There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the "domestic" standard as described above (i.e., "non-domestic") in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the Sponsor, are:

a) The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or

b) Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Starting in SY 2025-2026 the limit on the percentage of nondomestic foods for 2025-2026 will be ten percent, including any exceptions.

For the 2028-2029 School Year, the limit on the percentage of nondomestic foods will be eight percent, including any exceptions.

This provision does not apply to Alaska but is a best practice

Civil Rights

A. Both the Sponsor and the Vendor herby agrees that it will comply with the following civil rights laws, as amended: Title VI 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; USDA regulations on nondiscrimination 7 CFR 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.

B. Assurance Statement

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal

personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Sponsor and Vendor agree to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA.

Term and Termination

A. The Sponsor or the Vendor may terminate the contract for cause or for convenience by giving 60 days' written notice.

B. At any time, because of circumstances beyond the control of the Vendor or the Sponsor, either party may terminate the contract by giving 10 days' written notice to the other party.

C. Force Majeure. Neither the Vendor nor the Sponsor shall be responsible to the others for losses should the fulfillment of the terms of the contract be delayed or prevented by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, wars, acts of public enemies, strikes, work stoppages, natural disasters, acts of God, civil disorders, public health crises, freight embargos, or loss or malfunctions of utilities, respectively, and which by the exercise of due diligence they were unable to prevent.

Nonperformance by the Vendor

A. In the event of the Vendor's nonperformance under this contract and/or the violation or breach of the contract terms, the Sponsor shall have the right to pursue all administrative, contractual, and legal remedies against the Vendor and shall have the right to seek all sanctions and penalties as may be appropriate.

B. The Sponsor shall notify DEED in the event of nonperformance by the Vendor.

Certifications

A. The Vendor shall comply with Sections 3702 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. 3701-3708, as supplemented by the Department of Labor regulations, Title 29 CFR Part 5. Under Section 3702 of the Act, the Vendor shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of forty hours in any work week.

B. The Vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, Title 41 CFR Part 60.

C. The Vendor shall sign the Certification Regarding Debarment and Suspension, Appendix J which is made a part of this contract. (Title 2 CFR Part 180) This certification assures the Sponsor that the Vendor has not been debarred from entering into contracts with the Federal Government, or any other entity receiving Federal funds, or suspended from entering contracts during a time when the Vendor is being investigated for a legal action which is being taken to debar the Vendor team from contracting activities.

D. The Vendor shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (Title 42 U.S.C. 7401-7671), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. Violations can be reported electronically at https://www.epa.gov/enforcement/report-environmental-violations.

E. The Vendor shall sign the Lobbying Certification, Appendix K, which is made a part of this contract. If applicable, the Vendor has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities, Appendix K. If no lobbying activity occurred, the Vendor is still required to sign the Disclosure of Lobbying Activities, Appendix K (Title 2 CFR Part 418).

F. The Vendor shall sign the Certification of Independent Price Determination, Appendix L, which is Incorporated herein by reference and made part of this contract.

Trade Secrets and Proprietary Information

A. During the term of the contract, the Vendor may grant to the Sponsor a nonexclusive right to access certain proprietary materials of the Vendor, including menus, recipes, signage (if applicable), food service surveys and studies, operating manuals, software (both owned by and licensed by the Vendor), and similar compilations regularly used in Vendor business operations (trade secrets). The Sponsor shall not disclose any of the Vendor's trade secrets or other confidential information, directly or indirectly, during or after the term of the contract. The Sponsor shall not photocopy or otherwise duplicate any such material without the prior written consent of the Vendor. All trade secrets and other confidential information shall remain the exclusive property of the Vendor and shall be returned to the Vendor immediately upon termination of the contract. The Sponsor shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by the Sponsor, the Sponsor specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the Vendor and not the Sponsor. Furthermore, the Sponsor's access or use of such software shall not create any right, title interest, or copyright in such software and the Sponsor shall not retain such software beyond the termination of the contract. In the event of any breach of this provision, the Vendor shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive the termination of the contract.

B. Any discovery, invention, software, or programs paid for by the Sponsor shall be the property of the Sponsor to which the State Agency and USDA shall have unrestricted rights.

Appendix A

Menu Cycles

Attach a sample cycle menu.

A. The cycle menu developed in accordance with the provisions of 7 CFR 210.10, 7 CFR 220.8, 7 CFR 225.15 and 7 CFR 225.16 as applicable to the programs served at each site and must be used as a standard for the purpose of basing bids

B. Menus prepared by the Vendor, with approval of DEED, are part of the Proposal.

C. Menu will be evaluated based on affordability, nutrition requirements, and appeal to students.

D. This menu must be used for the first cycle of the new school year for the following applicable programs.

   1. National School Lunch Program
   2. `A la carte Program (Must meet all USDA Smart Snack requirements)
   3. School Breakfast Program
   4. After School Care Snack Program
   5. Summer Food Service Program (if applicable)
   6. Fresh Fruit and Vegetable Program
   7. Any other menu is optional based on expanding the program to include fruit and vegetable or farm to school programs.

Appendix B

National School Lunch Meal Pattern

Meal components	Amount of food [1] per week (minimum per day)		
	Grades K-5	Grades 6-8	Grades 9-12
Fruits (cups) [2]	2 1/2 (1/2)	2 1/2 (1/2)	5 (1)
Vegetables (cups) [2]	3 3/4 (3/4)	3 3/4 (3/4)	5 (1)
Dark Green Subgroup [3]	1/2	1/2	1/2
Red/Orange Subgroup [3]	3/4	3/4	1 1/4
Beans, Peas, and Lentils Subgroup [3]	1/2	1/2	1/2
Starchy Subgroup [3]	1/2	1/2	1/2
Other Vegetables Subgroup [3 4]	1/2	1/2	3/4
Additional Vegetables from Any Subgroup to Reach Total	1	1	1 1/2
Grains (oz. eq.) [5]	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz. eq.) [6]	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk (cups) [7]	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week [8]			
Minimum-Maximum Calories (kcal)	550-650	600-700	750-850
Saturated Fat (% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤1,110 mg	≤1,225 mg	≤1,280 mg
Sodium Limit: Must be implemented by July 1, 2027	≤935 mg	≤1,035 mg	≤1,080 mg

1. Food items included in each group and subgroup and amount equivalents.

2. Minimum creditable serving is 1/8 cup. One-quarter cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

3. Larger amounts of these vegetables may be served.

4. This subgroup consists of "Other vegetables" as defined in 7 CFR 210.10(c)(2)(ii)(E) of this section. For the purposes of the NSLP, the "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and bean, peas, and lentils vegetable subgroups as defined in 7 CFR 210.10(c)(2)(ii) of this section.

5. Minimum creditable serving is 0.25 oz. eq. At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain rich as defined in 7 CFR 210.2 and the remaining grains items offered must be enriched.

6. Minimum creditable serving is 0.25 oz. eq.

7. Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in 7 CFR 210.10(d) of this section.

8. By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

Appendix C

Afterschool Snack Meal Pattern For K-12 (Ages 6-12)

[Select two of the five components for a reimbursable snack]

Meal components [1]	Minimum quantities [2]
Fluid milk [3]	8 fluid ounces.
Meats/meat alternates [4]	1 ounce equivalent.
Vegetables [5]	3/4 cup.
Fruits [5]	3/4 cup.
Grains [6]	1 ounce equivalent.

1. Must serve two of the five components for a reimbursable afterschool snack. Only one of the two components may be a beverage.
2. May need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.
3. Must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored.
4. Alternate protein products must meet the requirements in Appendix A to 7 CFR 226 Yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.
5. Juice must be pasteurized, full-strength juice. No more than half of the weekly fruit or vegetable offerings may be in the form of juice.
6. At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain-rich, as defined in 7 CFR 210.2, and the remaining grains items offered must be enriched. Grain-based desserts may not be used to meet the grains requirement. Breakfast cereal must have no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.

Appendix D

School Breakfast Meal Pattern

Meal components	Amount of food [1] per week (minimum per day)		
	Grades K-5	Grades 6-8	Grades 9-12
Fruits (cups) [2]	5 (1)	5 (1)	5 (1)
Vegetables (cups) [2]	0	0	0
Dark Green Subgroup	0	0	0
Red/Orange Subgroup	0	0	0
Beans, Peas, and Lentils Subgroup	0	0	0
Starchy Subgroup	0	0	0
Other Vegetables Subgroup	0	0	0
Grains or Meats/Meat Alternates (oz. eq) [3]	7-10 (1)	8-10 (1)	9-10 (1)
Fluid Milk (cups) [4]	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week [5]			
Minimum-Maximum Calories (kcal)	350-500	400-550	450-600
Saturated Fat (% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤540 mg	≤600 mg	≤640 mg
Sodium Limit: Must be implemented by July 1, 2027	≤485 mg	≤535 mg	≤570 mg

1. Food items included in each group and subgroup and amount equivalents.

2. Minimum creditable serving is ⅛ cup. Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Schools may substitute vegetables for fruit at breakfast as described in 7 CFR 220.8 (c)(2)(i) and (ii) of this section.

3. Minimum creditable serving is 0.25 oz. eq. School may offer grains, meats/meat alternates, or a combination of both to meet the daily and weekly ounce equivalents for this combined component. At least 80 percent of grains offered weekly at breakfast must be whole grain rich as defined in 7nCFR 210.2 and the remaining grain items offered must be enriched.

4. Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements of 7 CFR 220.8(d).

5. By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

Appendix E

Summer Food Service Program Breakfast (SFSP) Meal Pattern

Meal components	Minimum amount
Vegetables and Fruits	
Vegetable(s) and/or fruit(s)	1/2 cup.[1]
Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice	1/2 cup (4 fluid ounces).
Bread and Bread Alternates [2]	
Bread or	1 slice.
Cornbread, biscuits, rolls, muffins, etc. or	1 serving.[3]
Cold dry cereal or	3/4 cup or 1 ounce.[4]
Cooked cereal or cereal grains or	1/2 cup.
Cooked pasta or noodle products or an equivalent quantity of any combination of bread/bread alternate	1/2 cup.
Milk [5]	
Milk, fluid	1 cup (1/2 pint, 8 fluid ounces).
Meats/Meat Alternates (Optional)	
Lean meat or poultry or fish or	1 ounce.
Alternate protein product [6] or	1 ounce.
Cheese or	1 ounce.
Egg (large) or	1/2.
Cooked dry beans, peas, or lentils or	1/4 cup.
Peanut butter or	2 tablespoons.
Yogurt, plain or flavored, unsweetened or sweetened or an equivalent quantity of any combination of meats/meat alternates	4 ounces or 1/2 cup.

1. For the purposes of the requirement outlined in the table, a cup means the standard measuring cup.
2. Bread, pasta or noodle products, and cereal grains (such as rice, bulger, or corn grits) must be whole grain or enriched; cornbread, biscuits, rolls, muffins, etc. must be made with whole grain or enriched meal or flour; cereal must be whole grain, enriched, or fortified.
3. Information on food crediting, including serving sizes and equivalents, may be found in FNS guidance.
4. Either volume (cup) or weight (ounces), whichever is less.
5. Milk must be served as a beverage or on cereal or used in part for each purpose.
6. Must meet the requirements Appendix A to Part 225, Title 7.

Appendix F

Summer Food Service Program Lunch (SFSP) Meal Pattern

Meal components	Minimum amount
MEATS/MEAT ALTERNATES	
Lean meat or poultry or fish or	2 ounces.
Alternate protein products [1] or	2 ounces.
Cheese or	2 ounces.
Egg (large) or	1.
Cooked dry beans, peas, or lentils or	1/2 cup.[2]
Peanut butter or soynut butter or other nut or seed butters or	4 tablespoons.
Peanuts or soynuts or tree nuts or seeds [3] or	2 ounces.
Yogurt, plain or flavored, unsweetened or sweetened or an equivalent quantity of any combination of the above meats/meat alternates	8 ounces or 1 cup.
VEGETABLES AND FRUITS	
Vegetables and/or fruits [4]	3/4 cup total.
BREAD AND BREAD ALTERNATIVES [5]	
Bread or	1 slice.
Cornbread, biscuits, rolls, muffins, etc. or	1 serving.[6]
Cooked pasta or noodle products or	1/2 cup.
Cooked cereal grains or an equivalent quantity of any combination of bread or bread alternate	1/2 cup.
MILK	
Milk, fluid, served as a beverage	1 cup (1/2 pint, 8 fluid ounces).

1. Must meet the requirements of Appendix A to Part 225, Title 7.
2. For the purposes of the requirement outlined in this table, a cup means a standard measuring cup.
3. Information on crediting meats/meat alternates, including nuts and seeds, may be found in FNS guidance.
4. Serve 2 or more kinds of vegetable(s) and/or fruits or a combination of both. Full-strength vegetable or fruit juice may be offered to meet not more than one-half of this requirement.
5. Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) must be whole grain or enriched; cornbread, biscuits, rolls, muffins, etc., must be made with whole grain or enriched meal or flour; cereal must be whole grain, enriched or fortified.
6. Information on food crediting, including serving sizes and equivalents, may be found in FNS guidance.

Appendix G

CACFP Breakfast Meal Pattern [Ages 1-18]

Meal components and food items [1]	Minimum quantities				
	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 [2]	Adult participants
Fluid Milk	4 fluid ounces [3]	6 fluid ounces [4]	8 fluid ounces [5]	8 fluid ounces [5]	8 fluid ounces.[6]
Vegetables, fruits, or portions of both [7]	1/4 cup	1/2 cup	1/2 cup	1/2 cup	1/2 cup.
Grains [8]	1/2 ounce equivalent	1/2 ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalents.

1. Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.
2. At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.
3. Must serve unflavored whole milk to children age 1.
4. Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.
5. May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.
6. May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in the place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. Through September 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By October 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).
7. Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.
8. Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Meats/meat alternates may be offered in place of the entire grains' requirement, up to 3 times per week at breakfast. One ounce equivalent of meats/meat alternates credits equal to one ounce equivalent of grains. Through September 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By October 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items and meats/meat alternates may be found in FNS guidance.

Appendix H

CACFP Lunch Meal Pattern

Meal components and food items [1]	Minimum quantities				
	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 [2]	Adult participants
Fluid milk	4 fluid ounces [3]	6 fluid ounces [4]	8 fluid ounces [5]	8 fluid ounces [5]	8 fluid ounces.[6]
Meats/meat alternates [7]	1 ounce equivalent	1 1/2 ounce equivalents	2 ounce equivalents	2 ounce equivalents	2 ounce equivalents.
Vegetables [8]	1/8 cup	1/4 cup	1/2 cup	1/2 cup	1/2 cup.
Fruits [8]	1/8 cup	1/4 cup	1/4 cup	1/4 cup	1/2 cup.
Grains [9]	1/2 ounce equivalent	1/2 ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalents.

1. Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.

2. At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.

3. Must serve unflavored whole milk to children age 1.

4. Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.

5. May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.

6. May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or 3/4 cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. A serving of fluid milk is optional for suppers served to adult participants.

7. Alternate protein products must meet the requirements in appendix A to this part. Through September 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By October 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.

8. Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack per day. A vegetable may be offered to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

9. Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Through September 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By October 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.

Appendix I

Acknowledgement of Personnel Relationships

☐ Yes ☐ No (choose one), **the Sponsor** employs the same person/people that is/are employee(s) of **the Vendor**, if Yes, we the undersigned certify that the employee(s):

1. Does/will not have a real or apparent conflict of interest.
2. Does/will not participate in the selection, award, or administration of the contract.
3. Does/will not have access to or control of the food service financial account.
4. Does/will not be involved in the establishment of the selling prices for all reimbursable and non- reimbursable meals, `a la carte items, adult meals, catering, or vending items.
5. Does/will not have access to Student Eligibility System.
6. Does/will not be involved in the completion, distribution or collection of the parent letters and household applications for free and reduced-price meals.
7. Does/will not be involved in the determination or verification of eligibility for free and reduced-price meals.

Employee Name	Sponsor Position Title and Job Duties	Vendor Position Title and Job Duties

Sponsor

Sponsor Authorized Representative Signature

Printed Name of Sponsor Authorized Representative

Vendor

Vendor Authorized Representative Signature

Printed Name of Vendor Authorized Representative

Sponsor Authorized Representative Title	Vendor Authorized Representative Title

Appendix J

Certification Regarding Debarment and Suspension

This certification is required by the regulations implementing Executive Order 12549 and 12689, "Debarment and Suspension" (Title 2 CFR Part 180). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

1. The prospective participant certifies, by submission of this proposal, that neither it nor its principles:

    a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

    b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

    d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Where the prospective participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor

_____

Printed Name of Vendor Authorized Representative

_____

Vendor Authorized Representative Title

_____

Vendor Authorized Representative Signature

Appendix K

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers (including subcontracts, sub-grants, and under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Organization

Street Address

City, State, Zip

Certified by (type or print) | Title

Signature | Date

Appendix K (Cont.)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

☐ Applicable ☐ Not Applicable
(This must be signed regardless of Applicability)

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** _____ a. bid/offer/ application b. initial award c. post-award	**3. Report Type:** _____ a. initial filing b. material change **For Material Change Only:** Year ____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: **Congressional District**, if known:	**5. If Reporting Entity in No. 4 is Subawardee. 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: (last name, first name, MI)	**10. b. Individuals Performing Services** (including address if different from No. 10.a.)	
(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
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. contingent fee ___ e. deferred ___ f. other; specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes___(Number _____) No ____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Name:** _____ **Title:** _____ **Telephone:** _____	

Appendix K (Cont.)

Disclosure of Lobbying Activities

Continuation Sheet SF-LLL-A

Reporting Entity: _____

Page _____ of _____

Appendix K (Cont.)

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment to any lobbying entity for influencing or attempting to influence an officer or employee of an 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 of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget 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 Federal 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 subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants 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 known. 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 5.

10. (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) Enter the full names of the individual(s) performing services and included full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

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 that apply. If this is a material change report, enter the cumulative amount of payments made or planned to be made.

12. Check all that apply. If payment is made though an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check all 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 date(s) of any service rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets, if yes.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Appendix L

Independent Price Determination Certificate

Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

SFA	FSMC

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
   1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
   2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
   3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:
   1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, and has not participated and will not participate in any action contrary to (A)(1) through (A)(3) above; or
   2) He or she is not the person in offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify and he or she has not participated and will not participate in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted 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.

FSMC Authorized Representative Signature	FSMC Authorized Representative Title

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 to above.

SFA Authorized Representative Signature SFA Authorized Representative Title

NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.