

Summer Food Service Program Contract for Vended Meals

A sponsoring organization (Sponsor) that participates in the U.S. Department of Agriculture (USDA) Summer Food Service Program (SFSP) must meet program requirements for meals that will be claimed for program reimbursements, as specified in this contract.

1. Purpose and Authority

This contract between

Sponsor _____

Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification (ID) Number: _____

and Vendor _____

authorize that Vendor will provide meals to Sponsor in accordance with this contract and in federal SFSP regulations, 7 CFR 225. Sponsor will claim the meals for SFSP reimbursements.

Vendor may not subcontract with another organization for the total meal (with or without milk) or for assembling of the meal.

Vendor will provide the approved meal service to Sponsor’s site(s) listed below, or on an attached list, up to the approved maximum number of meals for each approved meal service (B – Breakfast, L – Lunch, Sn – Snack or supplement, S – Supper).

Site Name/Address	B	L	Sn	S

Sponsor will notify Vendor with _____ days notice of changes to sites or meal services.

2. Contract Term and Renewals

The term of the contract is: _____ through _____.

Renewals of Contract:

Sponsor and Vendor may mutually agree to renew this contract after its original term. If sponsor is a public school or district, the contract may be renewed up to two times, in accordance with Minnesota Statutes section 123B.52. Otherwise the contract may be renewed for up to four times in accordance with program regulations.

Prices for a renewed contract will be adjusted from the previous contract year’s prices by a percentage not to exceed the percentage change in the Consumer Price Index for All Urban Consumers (SPI-U), Food Away from Home in the Midwest Region (U.S. Bureau of Labor and Statistics) for the calendar year preceding contract renewal.

3. Termination

Either party may terminate this contract for cause by notice in writing as described:
(The number of days required for notice of termination, which may not exceed 60 days, must be stated.)

The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

4. Meals

a. Vendor will provide the types of meals indicated below.

- Breakfast
- Lunch
- Snack
- Supper

Vendor will provide SFSP meals that meet the requirements for the following meal patterns:

_____ Summer Food Service Food Program Meal Pattern (7 CFR 225)

_____ Child and Adult Care Food Program Meal Pattern for Children Ages 1-6 (7 CFR 226)

_____ Child and Adult Care Food Program Meal Pattern for Infants (7 CFR 226)

_____ National School Lunch and Breakfast Meal Patterns (7 CFR 210 and 220)

Check one or both boxes:

- Unitized Meals: Vendor will provide unitized meals for SFSP. This box must be checked unless all food will be provided in non-unitized /bulk quantities as described below.
- *Non-Unitized / Bulk: Vendor will provide non-unitized / bulk quantities for SFSP, with instructions on the planned portion size for each food component. MDE approval of Sponsor’s SFSP application is approval of a waiver from the SFSP requirement to provide unitized meals.

*By selecting this method, Sponsor requests MDE Food and Nutrition Service to waive the unitized meals requirement. Approval of Sponsor's SFSP application indicates that the waiver has been granted. Non-unitized/bulk quantities must be accompanied by written instructions from Vendor regarding the planned portion size for each food component.

Check box if applicable:

Offer versus Serve (OVS): One or more sites receiving bulk food will use the OVS provision when serving. Sponsor and Vendor will coordinate regarding OVS requirements.

b. Vendor will also provide the following items (for example: condiments, eating utensils, paper items, extra milk and transportation containers, if applicable. If more than one site, indicate any differences between sites.):

c. Vendor will provide meals that meet SFSP meal pattern requirements in accordance with 7 CFR 225.16. The meals provided under contract shall conform to the attached meal patterns, cycle menus, meal quality standards - food specification and any additional attached standards and specifications. The meals served under the contract will conform to the cycle menus upon which the bid was based, at least for the first cycle and thereafter may be adjusted as needed by mutual agreement of the parties provided that SFSP meal pattern requirements are met.

d. Vendor will provide meal substitutions for disabled participants who provide a statement from a licensed physician, physician assistant, or advanced practice registered nurse such as a certified nurse practitioner, that they are unable to consume the regular Program meals due to their disability. The statement must identify how the disability affects the participant's diet, the food or foods to be omitted from the participant's diet, and the food or choices of foods that must be substituted. Sponsor will pay the regular meal charges for meals with substitutions or modifications unless other charges or adjustments are specified.

5. **Ordering and Delivering**

a. Sponsor or Sponsor's sites will notify Vendor in advance of the number of meals needed.

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

Indicate deadline(s) for Sponsor or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided (by e- mail, telephone or in person). Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information.

- b. Vendor will deliver meals as described. Include time(s) for each site. Describe here, or reference here to attached information.

- c. Responsibility for transport containers:
(Indicate whether Vendor or Sponsor will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or Sponsor/Site to return transport containers. If more than one site, indicate any differences between sites.) Describe here, or reference here to attached information.

6. Meal Charges and Billing

- a. Sponsor will pay the following charges for meals. Indicate charge for each meal type with/without milk:

Breakfast \$ _____ each _____ with milk / _____ without milk

Lunch \$ _____ each _____ with milk / _____ without milk

Snack \$ _____ each _____ with milk / _____ without milk

Supper \$ _____ each _____ with milk / _____ without milk

If applicable, indicate charges for extra milk, adult meals or other. If more than one site, indicate any differences between sites. Describe here or attach information and reference here.

- b. Sponsor will pay Vendor for ordered meals that meet SFSP meal requirements and are delivered in accordance with the contract. Describe when Vendor will bill Sponsor (for example weekly or monthly) and when payment is due: _____

NOTE: Neither the Minnesota Department of Education nor USDA assumes any liability for meals, including payment of differences between the number of meals delivered by Vendor and the number of meals served by the Sponsor that are eligible for reimbursement.

7. Recordkeeping and Availability of Records

- a. Vendor will maintain such records (supported by invoices, receipts or other evidence) as Sponsor will need to meet its responsibilities for participation in SFSP, and will submit all required reports to Sponsor promptly at the end of each month, unless more frequent reports are required by Sponsor.

Vendor will submit daily production records for each meal type, numbers of meals furnished to Sponsor, and applicable meal counts to Sponsor by the _____ day of each month.

- b. Vendor agrees that books and records pertaining to Vendor's food service fund will be made available to Sponsor upon request and agrees to retain all records for inspection and audit by representatives of Sponsor, Minnesota Department of Education, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved, the records must be retained beyond the three-year period until resolution of the audit.

8. Health and Sanitation

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

9. Sponsor responsibilities

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

- a. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SFSP reimbursement from the Minnesota Department of Education.
- b. Ensure that the food service operation is in conformance with Sponsor's agreement with the Minnesota Department of Education to participate in SFSP.
- c. Retain control of the nonprofit food service account and overall financial responsibility for the nonprofit food service operation.
- d. Maintain all applicable health certifications and assure that all state and local health regulations are being met by Vendor, if preparing or serving meals at a Sponsor's facility.
- e. Monitor provided meals to ensure the food service is in conformance with program regulations.
- f. Retain signature authority on the agreement with the Minnesota Department of Education. Retain signature authority for the annual application and monthly claims by electronically submitting required information to the Minnesota Department of Education.
- g. Prepare contract documents.

- h. Review, approve or deny, and verify SFSP Household Income Statements, if applicable.
- i. Provide Vendor with a list of state agency approved food service sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under 7 CFR 225.6(d)(2), Notify Vendor of all sites which have been approved, cancelled or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification will be provided within the time limits mutually agreed upon in the contract.

10. Additional Vendor responsibilities

Comply with the following, as applicable, incorporated into this contract by reference:

____ If contract exceeds \$100,000: Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 United States Code (USC) 3701 – 3708) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5).

____ If contract exceeds \$150,000: All applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 USC 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251 – 1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency (EPA).

11. Nonperformance or Noncompliance and Bonding Requirement

In cases of nonperformance or noncompliance on the part of Vendor, Vendor will pay Sponsor for any excess costs which Sponsor may incur by obtaining meals from another source.

Sponsor will notify Vendor (and surety company if performance bond is in effect) of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, Sponsor may negotiate another contract (or request surety company to provide another Vendor). The defaulting Vendor is liable for any difference in price between the original price and the new contract price.

Check one:

- The contract is expected not to exceed \$250,000. No bid bond or performance bond is required by federal program regulations.
- The contract is expected to exceed \$250,000. Vendor must obtain a bid bond and a performance bond from a surety company listed in the most recent issue of the [U.S. Department of Treasury Circular 570](#). No alternative form of bond may be posted.

Vendor has obtained a bid bond in an amount not less than five (5) percent nor more than ten (10) percent of the value of the contract as determined by the Sponsor, which accompanied the bid.

Vendor must obtain a performance bond, and furnish a copy of the bond within ten days of the awarding of the contract. The amount of the bond must be no less than 10 percent nor more than 25 percent of the value of the contract, as specified in the sponsor's solicitation documents...

12. Vendor Certification Statements

- An Independent Price Determination Certificate (signed by Vendor and Sponsor) is attached to this contract.

Sponsor estimates total payments to Vendor under this contract to be: \$ _____

Check if applicable:

- The contract amount is expected to exceed \$25,000. A Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions (signed by Vendor) is attached to this contract.
- The contract amount is expected to exceed \$100,000 or more. A Certificate Regarding Lobbying (signed by Vendor) and, if applicable, a Disclosure of Lobbying Activities (signed by Vendor) are attached to this contract.

13. Additional Provisions at Option of Sponsor and Vendor

Describe additional provisions here, or reference here to additional attached provisions. Additional provisions may not conflict with other contract provisions or materially change the contract, and are subject to review by MDE.

Signatures

Sponsor

Name: _____

Authorized Representative (print name): _____

Title: _____

Signature _____ Date: _____

Vendor

Name: _____

Address: _____

Authorized Representative (print name): _____

Title: _____

Signature _____ Date: _____

Vendor Contact (print name): _____

Title: _____

Phone: _____ Email: _____

Address: _____

Location where meals are produced if different: _____

Independent Price Determination Certificate

Both the Food Service Management Company (Offerer) and the Sponsoring Organization shall execute this Independent Price Determination Certificate.

Name of Food Service Management Company

Name of Sponsoring Organization

By submission of this offer, the Offerer 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 Offerer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offerer and will not knowingly be disclosed by the Offerer 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 Offerer for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offerer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Offerer certifies that:

4. He or she is the person in Offerer'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
5. He or she is not the person in Offerer's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Offerer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Food Service Management Company's Authorized Representative

Date

Title: _____

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

Signature of Sponsoring Organization's Authorized Representative

Date

Title: _____

Instructions for Certification Regarding Debarment Form

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the certification form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary-covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted to obtain a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, search the records on the System for Award Management (SAM). View the SAM website (<https://www.sam.gov/portal/public/SAM/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

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

This certification must be signed by Vendor if the contract is for \$25,000 or more.

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

Read instructions on previous page before completing certification.

- (1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor Name: _____

Award Number or Project Name: Summer Food Service Program

Name and title of Authorized Representative: _____

Signature: _____ Date: _____

Certification Regarding Lobbying

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

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

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Vendor Name: _____

Award Number or Project Name: Summer Food Service Program

Name and Title of Authorized Representative: _____

Signature: _____ Date: _____