

Invitation for Bid/Vended School Meal Contract

General Procedural Terms and Conditions

Intent and Procurement Method

This document is to be utilized by School Food Authorities (SFAs) who wish to procure a vended meal provider. It combines an Invitation for Bid (IFB) process with the contract, so that once a bid is awarded, the document becomes the formal contract between the SFA and the awarded vendor.

Note that this template for vended meals is to be utilized for SFAs that contract with vendors only to provide meals dropped off at the specified locations. Additional services from the vendor, such as on-site staff, assistance with other administrative aspects of the child nutrition programs or selling a la carte foods during meal service besides milk and/or adult meals requires templates for food service management contracts available on the Minnesota Department of Education website.

There are several parts to the document and the process is dependent on the anticipated annual value of the contract. For contracts greater than \$25,000 (charter schools) or \$175,000 (for public schools) or \$250,000 (for nonpublic schools), the SFA must complete the document in its entirety, including Section H: for formal procurement using the Invitation for Bid process, which follows formally advertising the bid opportunity, holding a pre-bid meeting or bid release information period followed by formally awarding the contract.

For additional information on formal procurement through the Invitation for Bid process, refer to the [Procurement Handbook](#) available on the Minnesota Department of Education website.

For contracts of less than \$25,000 (charter schools) or \$175,000 (for public schools) and \$250,000 (for nonpublic schools), the same document must be used, but the sections labeled for formal procurement do not need to be completed.

Contract type. Check one:

The contract is for less than \$25,000 (charter schools) or \$175,000 (public schools) or \$250,000 (nonpublic schools) – The informal procurement process resulting in a fixed price meal price should be followed.

The contract exceeds \$25,000 (charter schools) or \$175,000 (public schools) or \$250,000 (nonpublic schools). The formal Invitation for Bid process should be followed resulting in a fixed price meal cost contract.

This solicitation is for the purpose of entering into a contract for the purchase of vended meals for _____ herein after referred to as the School Food Authority (SFA). The bidder will be referred to as the Vendor and the contract will be between the Vendor and the SFA.

1. The SFA shall retain signature authority for the application/agreement to participate in the programs listed in the site information form(s) including, but not limited to, the Application Renewal, the Verification of Application Form, and letters to the MDE to amend the application. [7 CFR 210.16 (a) (5)]
2. Utilizing the vended school meal invitation for bid (IFB)/contract, the contract shall include all activities necessary for the purchase, preparation and delivery of meals to the SFA and the use of USDA foods.

Programs to be administered:

School Meal Programs

National School Lunch Program (NSLP) and Food Distribution Program (FDP)

School Breakfast Program (SBP)

Milk Programs

Special Milk Program (SMP)

Minnesota Kindergarten Milk Program (MKMP)

Afterschool Snack or Meal Programs

At-Risk Afterschool Meals (area-eligible - Child and Adult Care Food Program (CACFP))

Afterschool Snacks – NSLP

Summer Meal Programs

Summer Food Service Program (SFSP)

Seamless Summer Option (SSO) of NSLP

Child Care Program

Child Care Center – CACFP

Bid Submission and Award

1. Sealed bids (for formal procurement) and price quotes (for informal procurement) are to be submitted to _____.
2. Bids/price quotes will not be accepted after _____ on _____ . The bid is to be submitted in a sealed envelope marked “Vended School Meals Invitation for Bid.” (formal procurement) or “Vended School Meals Price Quote” for (informal procurement).
3. The SFA reserves the right to exercise its discretion to reject any or all bids.
4. To be considered, each bidder must submit a complete response to this solicitation using the Bid Sheet-Vended School Meals Contract Form. The SFA should complete the number of meals needed for each meal type.
5. Awards, if any shall be made to a qualified and responsible bidder whose bid is responsive to this solicitation. A responsible bidder is one who is financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
6. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder’s own risk and he/she cannot secure relief on the plea of error.
7. If additional information is required, please contact _____ at _____.

This contract, between School Food Authority (SFA) _____

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

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

The contract is effective for the period of: _____ through _____.

If allowed in Section G and V, this contract may be renewed for up to four additional one-year terms upon mutual agreement of SFA and Vendor.

Vendor will provide meals to SFA site(s) according to the attached Site Data forms.

SFA will notify Vendor with seven days’ notice of changes to sites.

SFA may, during the term of the contract, apply for and be approved for additional child nutrition programs, such as SFSP or the CACFP At-Risk Afterschool Care Program, which may be added to this contract if the additional responsibilities and payments are not a material change to the contract. The SFA must document the additional program(s) and fixed meal prices in an addendum to this contract.

If adding a program to this contract would be a material change, the program may not be added to this contract and the SFA must conduct a competitive procurement for a new contract for the program.

Incurred Costs

The SFA is not liable for any cost incurred by the bidder prior to the signing of a contract by all parties.

Reimbursable Meals and Snacks

1. Vendor will provide meals, snacks and milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 according to School Nutrition Program Breakfast, Lunch and Afterschool Snack Meal Patterns.
2. SFA has attached the cycle menus for each meal type requested that were used in solicitation of the contract. The meals or snacks served under the contract will conform to the attached cycle menus at least for the first cycle and thereafter may be adjusted as needed by mutual agreement of the parties provided that applicable meal pattern requirements are met. The SFA may select from one of the sample cycle menus included in the site data form or attach their own 21-day cycle menu.
3. The Vendor must comply with the 21-day menu selected by the SFA and included in the invitation for bid. Any changes made by the Vendor after the first 21-day menu may be made only with approval by the SFA. The SFA shall approve the menus no later than two weeks prior to service.
4. Vendor will provide meals to SFA in the manner specified in the Site Data form.
5. All meals provided shall conform to the minimum meal requirements including the nutrient standards of the United States Department of Agriculture (USDA) for those meals and for the age group served. The meal price is for one full reimbursable meal and cannot separate out any one component of the reimbursable meal (i.e., price of milk must be included in total fixed meal price. The Vendor shall comply with the rules and regulations of MDE and USDA, and any additions or amendments thereto, including but not limited to, 7 CFR Parts 210, 215, 220, 225, 226, 235, 250, and 2 CFR 200.318-327, if applicable; and Food and Nutrition Service instruction, final rules, and policy, as applicable.
6. All foods provided must be creditable according to the USDA Food Buying Guide. The Vendor shall be liable for meals that contain non-creditable foods or do not meet the meal pattern requirements as specified in the contract or are spoiled or unwholesome at the time of delivery. The SFA shall not pay for such meals.
7. The Vendor shall cooperate with the SFA in fulfilling any applicable requirements outlined in the School's Local Wellness Policy.
8. The SFA shall retain control of the quality, extent, and general nature of the food service.
9. The Vendor shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
10. No a la carte food items besides milk may be provided by the vendor for sale to students. Only student meals are allowed under this contract. If the SFA wishes to offer a la carte items to students other than milk or wishes to provide adult meals, a Food Service Management contract must be used.

Substitutions and Modifications for Medical or Special Dietary Needs

1. Vendor will substitute food or beverage items or modify food items for qualifying students as required by federal and state law and if required by any SFA policies. If Vendor incurs additional costs for substitutions that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither Vendor nor SFA may charge any additional amounts to students who qualify for substitutions. SFA will provide Vendor with specific information about the food or foods to be omitted from the student's diet and the food or choice of foods that must be substituted in order for the meal to be claimed for reimbursement.

2. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement. Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes, section 124D.114, when requested by the SFA based on a parental request. Acceptable substitutes include lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container.

3. Meal Substitutions for Students without Disability (Optional)

_____ SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions for students who do not have a disability but who are unable to eat the regular meals due to medical or special dietary needs. SFA will provide Vendor with specific food or foods to be omitted from the student's diet and the food or choice of foods that must be substituted. All meals provided for students without a disability must meet meal pattern requirements.

4. Non-Dairy Fluid Milk Substitutes (Optional)

_____ SFA has established a policy as allowed by School Nutrition Programs to offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. Product information must be maintained on file to document that the non-dairy product(s) offered to students meet School Nutrition Programs standards for non-dairy fluid milk substitutes.

Delivery, Ordering and Payment

1. Delivery of meals will be made to the SFA's dining site(s) or ready for pick-up by _____ on each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
2. The SFA shall notify the Vendor each day prior to _____ of the total number of meals needed for that day and/or the following day. The SFA retains the ability to adjust the number of meals needed from the original bid documentation with adequate prior notification to the Vendor.
3. Vendor shall, on a monthly basis, invoice the SFA with an itemized invoice. Payment shall be due within 30 days of the monthly invoice. A late charge equal to five percent per month will be added to all unpaid balances in excess of 30 days. Finance charges cannot be paid from the non-profit food service funds.
4. All bids/price quotes shall be calculated based on the information provided by the SFA in Vended School Meals Contract Form (Attachment 5).
5. The Vendor shall receive a fixed price for meals indicated in the site data form.
6. If the Vendor is procured separately from this contract to provide meals for catered functions, the Vendor shall submit separate billing for the catered functions conducted outside of the non-profit school food service account.
7. If the cost of a substituted food item or beverage provided to a student with a medical or special dietary need in accordance with Section E exceeds the standard meal or milk payment to Vendor shown above, SFA will reimburse Vendor for the additional costs if requested by Vendor and supported by documentation of the additional cost. Neither Vendor nor SFA may charge any additional amount to qualifying students who receive substitutions or modifications required by law or SFA policy.

Contract Terms

1. This contract shall be for an initial term of one year with up to four one-year renewals, with mutual agreement between the SFA and the Vendor per 7 Code of Federal Regulations (CFR) section 210.16 (d).
2. The contract signed by both parties and supporting documentation must be uploaded to the Minnesota Department of Education CLiCS application and will be reviewed prior to final approval of the yearly CLiCS application. Contract extensions and renewals are contingent upon adherence to contract provisions, including those relating to USDA Foods. 7 CFR 250.53 (a) (12).
3. The only rates that may be adjusted in subsequent years of this contract are the fixed prices per meal contained within this contract. Before any fixed rate or fee increase can be implemented as part of a contract renewal agreement, the Vendor shall document to the SFA, through a written financial analysis, the need for such increases. Renegotiation of all fixed rates in subsequent years of the contract must not exceed the Consumer Price Index for Urban Consumers – Food Away from Home annualized rate for December of the current school year.
4. This solicitation/contract, the IFB of the successful bidder and attachments constitute the entire agreement between the SFA and Vendor. Aside from the adjustments and amendments referenced in Section (G) (3), supra, additional documents and/or agreements, including non-negotiated provisions developed by the contractor, cannot become part of the executed contract. Any additional documents resulting in a substantial change to the contract awarded by the SFA will not be executed by the SFA. No other side contracts developed by the successful bidder related to vended school meals will be signed by the SFA. No changes or addendums may be made to the standard contract unless preapproved by MDE. Addendums attached after the original contract is signed by both parties will be null and void if not preapproved by MDE. Unapproved addendums found because of a State Agency review of the SFA’s operations will result in the contract being required to be re-bid the following school year and may exclude Vendor’s participation in the re-bidding process.
5. All state agency-mandated changes to the terms of this contract or any amendment will be incorporated therein before the SFA executes any agreement between it and the Vendor.
6. The SFA may request the Vendor provide meals for additional food service programs. If the addition is a Child Nutrition Program not identified in the original IFB, prior to implementation the SFA must notify MDE to determine whether the addition constitutes a material change to the contract.
7. This contract shall not prevent the SFA from participating in food consortia or purchasing food from vendors with whom the Vendor normally does not do business.

Pre-Bid Meeting or Bid Release Information. Select one:

___ Interested bidders must meet to review the specification, to clarify any questions, and to go on a walk-through of the facilities with school officials on _____ at _____ at the following location: _____ Attendance is required.

Or

___ A pre-bid meeting will not be scheduled. A copy of the IFB will be available at _____ or by email at _____ by _____.

Potential bidders are asked to email their questions to _____ at _____ by _____. The school will email its response to these questions by _____.

Late Bids

Any bid received after the exact time specified for receipt will not be considered or opened publicly.

Gifts from Vendor

The SFA must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the SFA may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the SFA may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SFA. See 2 CFR 200.318(c)(1).

Captions

Captions in all sections of this document are provided only as a convenience, and shall not affect the interpretation of this instrument, its attachments, and addenda.

Standard Terms and Conditions

1. The Vendor shall operate in conformance with the School Food Authority's (SFA) Agreement with the Minnesota Department of Education (MDE) and any attachments.
2. The Vendor, as an independent contractor, shall have the exclusive right to provide vended meals.
3. The Vendor shall be an independent contractor and not an SFA agent or representative. The employees of the Vendor are not employees of the SFA. All Vendor employees shall remain directly accountable to the Vendor for the duration of this contract. Except as otherwise expressly stated in this agreement, the Vendor has the sole responsibility and authority to hire, assign, supervise, evaluate, and discipline any personnel assigned by it in the performance of this contract.
4. The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
5. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA's food service account. The SFA and Vendor agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract, prohibited by 7 CFR 210.16 (c) and 2 CFR 200.324 (c).
6. The SFA shall remain legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the MDE and the United States Department of Agriculture (USDA) regarding each of the Child Nutrition Programs covered by this contract, pursuant to 7 CFR 210.16 (a).
7. The SFA shall retain control of the Child Nutrition Programs' food service accounts and overall financial responsibility for the Child Nutrition Programs.
8. The SFA shall establish all selling prices for reimbursable and non-reimbursable meals and milk, pursuant to 7 CFR Part 210.

9. An SFA shall operate any catering functions independent of this contract. The SFA shall price any catering functions at a price to recover all costs associated with the function so that it is not subsidized by program funds or USDA foods.
10. SFA has chargeback rights as described here. If a charge is an unallowable charge not listed in the agreed upon terms and conditions in the contract, SFA may deny the charge. SFA may charge back by withholding the unallowable amount from payment of the invoice with unallowable charges, recouping from, or offsetting against payments to the Vendor's account. SFA will notify Vendor of the short payment to the invoice with unallowable charges or obligation to pay which Vendor must do promptly and fully; or reverse the charge(s). Failure to demand payment does not waive SFA's chargeback rights.

USDA Foods

1. The contract must include the use of USDA Foods to which the SFA is entitled through the USDA Food Distribution Program. Vendor will perform activities relating to USDA Foods, including crediting SFA for the value of donated foods received for use. Credits are required to be provided from Vendor to SFA irrespective of whether the Vendor uses the USDA Foods. Vendor will provide credits to SFA on applicable monthly bills unless MDE accepts the need for a different crediting schedule upon review of the draft contract to be awarded. The total USDA Foods Value amount at the bottom of the USDA Foods Received Report for the Auditor is the correct and final amount that is owed to the school from the company for the year once all trucks have been received and the final report for the school year is posted on the MDE website.
2. Vendor will perform the specific activities relating to USDA donated foods that are indicated below. Vendor assures SFA that such activities will be performed in accordance with the applicable requirements in 7 CFR 250.
 - _____ Preparing meals.
 - _____ Ordering or selection of donated foods, in coordination with SFA and in accordance with 7 CFR 250.58(a).
 - _____ Storage and inventory management of donated foods, in accordance with 7 CFR 250.52.
 - _____ Payment of processing fees or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with the requirements in 7 CFR 250 subpart C.
3. Vendor will credit SFA for the values of USDA Foods received for use by Vendor during the term of the contract, including both entitlement and bonus foods and the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). SFA must ensure that the method and timing of crediting does not cause its net cash resources to exceed the limits established in 7 CFR 210.9(b)(2).
4. Vendor will not charge any fees related to USDA Foods in addition to the fixed meal prices or request any reimbursement of costs related to USDA Foods.
5. Method of Crediting: During the contract year, Vendor will credit SFA on a monthly basis for the cash values of USDA Foods received by Vendor for use. Cash values of USDA donated foods will be established by the most current documentation available from the Minnesota Department of Education at the time of crediting.

6. Annual Reconciliation: The SFA will conduct an annual reconciliation after completion of the school year, based on the year-end donated foods received report supplied by the Minnesota Department of Education, to ensure that Vendor has credited SFA for the value of all USDA Foods received for use during the contract year. Vendor will pay SFA for any value of USDA Foods received for use during the year that exceeded the total credits given to SFA during the year. SFA will pay Vendor for the amount of any credits received during the year that exceeded the value of USDA Foods received for use during the year, unless other procedures are specified here.
7. Vendor will first use USDA donated ground beef and ground pork products, and all processed end products, in SFA's food service. Vendor will use all other USDA donated foods or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA donated foods, in SFA's food service. Vendor will comply with the storage and inventory requirements for USDA donated foods in 7 CFR 250.52. Upon termination of the contract, Vendor will return all unused USDA donated ground beef, donated ground pork, end products and, at SFA's discretion, other USDA donated foods.
8. Vendor and SFA will maintain records relating to the use of USDA donated foods, in accordance with 7 CFR 250.54.
9. SFA will ensure that Vendor is in compliance with the requirements of 7 CFR 250 through its monitoring of the food service operation as required in 7 CFR 210 and 225, as applicable.
10. SFA, MDE, USDA, the Comptroller General, or their authorized representatives, may perform onsite reviews of Vendor's food service operation, including unannounced reviews and the review of records, to ensure compliance with requirements for the management and use of USDA donated foods.
11. If Vendor is a commercial enterprise and uses USDA Foods in the preparation of meals in its own facility or only operates the Department of Defense (DOD) fresh program in an SFA, Vendor acknowledges that it meets the definition of processor of USDA Foods in federal regulations (7 CFR 250.30) and is required to enter into a processing agreement and comply with the terms of the agreement. Vendor will annually enter into an In-State Processing Agreement with MDE or, if Vendor operates in multiple states, a National Processing Agreement with USDA.
12. Vendor assures SFA that the procurement of processed end products on behalf of SFA, as applicable, will comply with 7 CFR 250 and with provisions of MDE or SFA processing agreements. Vendor will ensure crediting of SFA for the value of USDA donated foods contained in such end products at the processing agreement value. Vendor will not itself enter into a processing agreement with a processor.
13. The Vendor shall maintain adequate storage practices, inventory and control of USDA donated foods in conformance with the SFA's agreement with the Minnesota Department of Education.
14. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all donated foods owned by the SFA and retain possession of these foods.

Health Certifications

1. The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures following hazard analysis critical control point (HACCP) guidelines.
2. The Vendor shall maintain for the duration of the contract, state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under 7 CFR 210.16 (c) (2).

SFA Control of Food Service

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

1. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from the Minnesota Department of Education.
2. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
3. Ensure that the food service operation is in conformance with SFA's agreement with the Minnesota Department of Education to participate in School Nutrition Programs.
4. Maintain all applicable health certifications for SFA and assure that all state and local health regulations are being met by Vendor, if preparing or serving meals at an SFA facility.
5. Monitor vended meals to ensure the food service is in conformance with program regulations.
6. Prepare contract documents for vended meals.
7. Provide all staffing necessary for program delivery within the SFA, including meal ordering, meal service, counting and cleanup of meals.

Record Keeping

1. The Vendor agrees to maintain (for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims), all records pertaining to this Contract including records of food purchased, daily quantities prepared and delivered, daily menu records, food production records, milk or meal substitutions, nutrition information from food products and recipes used, and delivery receipts. The Vendor must submit invoices to the SFA at least monthly. The Vendor also agrees that such records will be made available to representatives of MDE, USDA, and the United States General Accounting Office, at any reasonable time and place. [7 CFR 210.23 (c) and 250.16 (b)].
2. The Vendor agrees to comply with all requirements regarding the administrative review process of MDE for the school meals including providing nutrition and crediting information on food products and recipes used. Previous administrative review reports are available to the Vendor from the SFA or MDE to better ensure compliance and avoid potential fiscal penalties.
3. The Vendor shall surrender to the SFA upon termination of the Contract all records pertaining to the operation of the food service, to include all food and non-food inventory records, menus, production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order and complete to the extent necessary to reconstruct individual cost of prior Vendor billings.
4. The Vendor shall maintain such records (supported by invoices, receipts, and other documentation) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly bills/invoices in a format approved by the SFA.
5. The SFA and Vendor must provide all documents as necessary for the independent auditor, MDE Reviewers, or agents of the USDA to conduct the SFA's single audit.

Monitoring

1. The SFA shall monitor the food service operation of the Vendor through periodic on-site visits to ensure that the food service is in conformance with all USDA program regulations.

2. The State Agency may also monitor the Vendor through periodic on-site visits, announced and unannounced, to ensure compliance with program regulations and requirements.

Use of Advisory Group

1. The Vendor may participate in periodic meetings of the SFA advisory board, comprised of students, teachers, and parents, to assist in menu planning.

Licenses and Fees

1. The Vendor and the SFA shall obtain and post all licenses and permits as required by federal, state, and/or local law.
2. The Vendor shall comply with all SFA building rules and regulations when dropping off the meals.

Insurance and Indemnification

1. A Certificate of Insurance of the Vendor's insurance coverage, indicating the specified amounts, must be submitted at the time of award. The Vendor shall provide the SFA copies of all applicable insurance policies at the time of award. All insurance required as a result of a response to this IFB shall provide that the insurer will provide notice of cancellation directly to the SFA as soon as possible but no later than 30 days before such cancellation occurs.
2. The SFA shall keep its buildings, including the premises, and all property contain therein insured against loss or damage by fire, explosion, and similar casualties.
3. The Vendor shall indemnify and hold harmless the SFA, or any employee, director, or agent of the SFA from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property, resulting from the Vendor's acts, or omissions, willful misconduct, or breach of the Vendor's obligations under the Agreement by the Vendor and its agents, servants, or employees, or other persons under its supervision or direction.

Emergency Closing

1. The SFA shall notify the Vendor of any interruption in utility service of which it has knowledge.
2. The SFA shall notify the Vendor of any delay in the beginning of the school day or the closing of school(s) due to weather or other emergency situations.

Terms and Termination

1. This contract shall be for an initial term of one year with up to four one-year renewals with mutual agreement between the SFA and the Vendor. [7 CFR 210.16 (d)].
2. Contract extensions and renewals are contingent upon adherence to contract provisions, including those relating to USDA Foods. 7 CFR 250.53 (a) (12).
3. The SFA or the Vendor may terminate the contract with cause by giving 60 days written notice. Contracts may be terminated for convenience only if both parties agree.
4. Neither the Vendor nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the Vendor or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

Non-Performance by Vendor

1. In the event of the Vendor's non-performance under this contract and/or the violation or breach of the contract terms, the SFA 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.
2. In cases of nonperformance or noncompliance on the part of the Vendor, Vendor will pay SFA for any excess costs which SFA may incur by obtaining meals from another source. SFA will notify Vendor of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, SFA may negotiate another contract. Vendor in default is liable for any difference in price between the original price and the new contract price.

Certifications

1. The Vendor shall comply with all applicable civil rights laws, as amended, which include but are not limited to: Title VI and Title VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; FNS Instruction 113-1, and Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
2. The Vendor shall comply with the Buy American provision for contracts that involve the purchase of food products with Federal funds, pursuant to 7 CFR 210.21 (d). Vendor will purchase domestic agricultural commodities and products for use in the NSLP and SBP as provided in 7 CFR 210.21(d) and stated in USDA memo SP 23-2024.
3. When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered 2CFR 200.321. All applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7619q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). If the contract exceeds \$150,000, Vendor certifies that it will comply with applicable standards, orders and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to the USDA and the Regional Office of the Environmental Protection Agency.
4. The Vendor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the contract exceeds \$100,000, Vendor certifies that it will comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
5. The successful Vendor has signed and included the Certificate of Independent Price Determination to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.
6. The successful Vendor has signed and included the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, which was attached as an addendum to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.
7. If applicable, the successful Vendor has signed and included the Certification Regarding Disclosure of Lobbying Activities, which was attached as an addendum to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.
8. The successful Vendor has signed and included the Assurance of Civil Rights Compliance Certification which was attached as an addendum to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.

Miscellaneous

1. Except as otherwise expressly stated, this contract shall be construed as arising under the laws of the State of Minnesota. Any action or proceeding arising out of this contract shall be heard in the appropriate courts within the State of Minnesota.
2. The Vendor shall comply with the provisions of the bid specifications, which are hereby **in all respects made a part of this contract.**
3. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA and notification to MDE prior to implementation.
4. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
5. 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 SFA are to be used.
6. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
7. The SFA shall be responsible for ensuring the resolution of program review and audit findings.

Additional Clarifications

*** STEAM Academy requires a halal menu.**

* Steam Academy currently self-operates breakfast, including menu planning and the procurement of all necessary components. However, STEAM Academy is open to receiving bids that include breakfast service. Prospective vendors should note that, based on cost considerations, STEAM Academy reserves the right to continue self-operating breakfast. Accordingly, final contracts may be limited to lunch service only.

Vended Meal Contract Agreement Page

This bidder certified that he/she shall operate in accordance with all applicable State and Federal laws and regulations. This solicitation/contract, attachments, and the IFB of the successful bidder, with addenda, if any, constitute the entire agreement between the SFA and the Vendor. The parties shall not execute any additional contractual documents pertaining to this IFB, except as permitted by applicable law and presented for review and approval to the Minnesota Department of Education (MDE) prior to implementation.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods for nonpublic schools and two additional one-year periods for public schools.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representative on this day and year.

SFA Section

Signature of SFA Representative: _____

Signature of Witness for SFA: _____

Date of Signature:

Name of SFA (district, school, etc.):

CLiCS ID Number:

Name and Title of SFA Representative:

Email and Phone of SFA Representative:

Vendor Section

Signature of Vendor Representative: _____

Signature of Witness for Vendor: _____

Date of Signature:

Name of Vendor:

Name and Title of Vendor Representative:

Email and Phone of Vendor Representative:

Vendor Address:

Attachment 1: School Nutrition Program Breakfast, Lunch and Afterschool Snack Meal Patterns

Breakfast Meal Pattern—Five-Day School Week

Minimum amount of food per day or week:

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

Breakfast Nutrient Specifications Daily Amount Based on the Average for a Week

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

Breakfast Product-based Sugar Limits

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

¹ Vegetables are optional in place of fruit. Schools choosing to offer vegetables at breakfast one day per school week have the option to offer a vegetable from any of the vegetable subgroups. Schools choosing to substitute vegetables for fruits at breakfast on two or more days per school week are required to offer vegetables from at least two different subgroups.

² Dried fruit credits double the volume served. For example, one-quarter cup of dried fruit credits as one-half cup of fruit.

³ No more than half of the fruit or vegetable offerings per week may be in the form of juice. Must be pasteurized, 100 percent full-strength juice.

⁴ Leafy greens credit at half the volume served. For example, one cup of leafy greens credits as one-half cup of vegetable.

⁵ At least 80 percent of the grains served per menu line per week must meet whole grain-rich (WGR) criteria (at least 50 percent whole grain by weight, the rest enriched grain). Items that are not WGR must be enriched.

⁶ Minimum creditable serving is 0.25-ounce equivalent. School may offer grains, meat/meat alternates, or a combination of both to meet the daily and weekly ounce equivalents for this combined component.

⁷ Low-fat (one percent) or fat-free (skim) milk. Two varieties of fluid milk must be offered each day, and one choice must be unflavored.

Lunch Meal Pattern—Five-Day School Week

Minimum amount of food per day or week:

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

Lunch Nutrient Specifications Daily Amount Based on the Average for a Week

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

Lunch Product-based Sugar Limits

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

⁸ Dried fruit credits double the volume served. For example, one-quarter cup of dried fruit credits as one-half cup of fruit.

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

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

¹¹ Larger amounts of vegetables may be served.

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

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

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

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

Lunch Meal Pattern—Four-Day School Week

Minimum amount of food per day and week:

Meal Component	Grades K-5 weekly (daily)	Grades 6-8 weekly (daily)	Grades K-8 weekly (daily)	Grades 9-12 weekly (daily)
Fruits ^{1,2} (cups)	2 (½)	2 (½)	2 (½)	4 (1)
Vegetables ^{2,3,4} (cups)	3 (¾)	3 (¾)	3 (¾)	4 (1)
Dark Green ³	½	½	½	½
Red/Orange	¾	¾	¾	1 ¼
Beans/Peas/Lentils ⁴	½	½	½	½
Starchy	½	½	½	½
Other ⁵	½	½	½	¾
Additional veg to reach total ⁶	¼	¼	¼	½
Grains ⁷ (ounce equivalents)	6.5-7 (1)	6.5-8 (1)	6.5-7 (1)	8-9.5 (2)
Meat/Meat Alternates (ounce equivalents)	6.5-8 (1)	7-8 (1)	7-8 (1)	8-9.5 (2)
Fluid Milk ⁸ (cups)	4 (1)	4 (1)	4 (1)	4 (1)

Lunch Nutrient Specifications

Daily Amount Based on the Average for a Week

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

Lunch Product-based Sugar Limits

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

⁸ Dried fruit credits double the volume served. For example, one-quarter cup of dried fruit credits as one-half cup of fruit.

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

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

¹¹ Larger amounts of vegetables may be served.

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

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

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

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

Afterschool Snack Meal Pattern

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

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

Afterschool Snack Product-based Sugar Limits

- **Breakfast cereals:** ≤ 6 grams of added sugars per dry ounce.
- **Yogurt:** ≤ 12 grams of added sugars per 6 ounces (2 grams added sugars per ounce).
- **Flavored milk:** ≤ 10 grams of added sugars per 8 fluid ounces.⁹

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

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

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

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

Attachment 2: Bidder Certifications

Bidding Vendors should complete each of these forms. A copy of each certificate will be retained by the school for its file.

- Certificate of Independent Price Determination
- Suspension and Debarment Certification
- Disclosure of Lobbying Activities (If applicable)
- Assurance of Civil Rights Compliance

Independent Price Determination Certificate

Both the School Food Authority (SFA) and the Vendor shall execute this Independent Price Determination Certificate.

Name of Vendor

Name of School Food Authority

By submission of this offer, the Vendor certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other 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 to the Vendor and will not knowingly be disclosed by the Vendor prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Vendor for the purpose of restricting competition.
3. No attempt has been made or will be made by the Vendor to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

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

1. He or she is the person in Vendor'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 Vendor'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 Vendor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Vendor's Authorized Representative

Title

Date

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

Signature of School Food Authority's
Authorized Representative

Title

Date

Note: SFA's acceptance of an offer does not constitute award of the contract.

Instructions for Certification Regarding Debarment Form

- By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations or see 22 CFR Part 513.
- The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it 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.
- The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-Tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List System (EPLS) on the U.S. System for Award Management website.
- Nothing contained in the foregoing 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.
- 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 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.

(Please 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.

Company Name: _____

Project: National School Lunch Program

Name of Company's Authorized Representative: _____

Title of Company's Authorized Representative: _____

Signature: _____

Date: _____

Certification Regarding Lobbying

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 any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this 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.

Company Name: _____

Project: National School Lunch Program

Name of Company's Authorized Representative: _____

Title of Company's Authorized Representative: _____

Signature: _____

Date: _____

Assurance of Civil Rights Compliance Certification

The Vendor hereby agrees that it will comply with:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and Institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

By accepting this assurance, the Vendor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek

judicial enforcement of this assurance. This assurance is binding on the Vendor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Vendor.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

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

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

This institution is an equal opportunity provider.

Vendor Name: _____

Award Number or Project Name: School Nutrition Program (NSLP, SBP)

Name and Title of Authorized Representative:

Signature: _____

Date:

Attachment 3: Site Data

Site Name: _____ Site #: _____ of _____

Address: _____

Days/School Year: _____ Grades: _____ Enrollment K-5: _____ Enrollment 6-8: _____ Enrollment 9-12: _____

Meal Preparation (check one): Unitized Bulk quantities accompanied by planned portion size instructions

Meal Type	Meal Service Requested	Meal Service Times	Anticipated Average Daily Participation (#)	Number of Adult Meals	Offer vs. Serve
Breakfast Program					
Lunch Program					
Afterschool Snack					
Special/a la carte Milk					
Minnesota Kindergarten Milk					

Salad Bar or Fruit/Veggie Bar with Lunch

Condiments

Second Entrée with Lunch

Food Transport Containers

Cold Bag Lunch Option

Paper Goods

Serving Utensils

Food Holding Containers

Eating Utensils

Cycle Menu Selected for First 21 Days, Including Suggested Sample Cycles (Select one per meal type and attach specific menus)

Meal Type	Breakfast	Lunch
SFA Developed Cycle Menu		
Ohio Menus that Move		
Healthier Kansas Menus		
Iowa Gold Star Menus		
Wisconsin Cycle Menus		
Maine Menus		

Snack Menus (use template provided)

Attachment 4A: School Food Authority Cycle Menu

The School Food Authority must attach a 21-day cycle menu from one of the samples listed in the site data form or one developed with the template below.

Meal Type: Breakfast Lunch Afterschool Snack

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
_____	<u>4/28</u> Mexacali Boat ¾ c Fries (Starch) ½ c Applesauce WG Roll (2 oz)	<u>4/29</u> Cheeseburger ¾ c Broccoli (Drk Grn) ½ c Pears WG Roll (2 oz)	<u>4/30</u> Orange Chicken ¾ c Green Beans (Otr) ½ c Baked Beans ½ c Mixed Fruit WG Brn Rice 8 oz	<u>5/1</u> WG Cheese Pizza (1 slice) ¾ c Carrots (R/O) ½ c Pineapple, 1 Orange Grain in Crust (2 oz)	<u>5/2</u> <p style="text-align: center;"><u>4 DAY LUNCH WEEK</u></p>	_____
_____	<u>5/5</u> Chicken Fajita Wrap ¾ c Corn (Starch) ½ c Applesauce WG Tortilla (2 oz)	<u>5/6</u> Teriyaki Chicken (2.8 oz) ¾ c Broccoli (Drk Grn) ½ c Pears WG Roll (2 oz)	<u>5/7</u> Chicken and Waffles ¾ c Green Beans (Otr) ½ c Baked Beans ½ c Mixed Fruit <i>WG in Chicken & Waffles (2 oz)</i>	<u>5/8</u> WG Cheese Pizza (1 slice) ¾ c Carrots (R/O) ½ c Pineapple, 1 Orange Grain in Crust (2 oz)	<u>5/9</u> <p style="text-align: center;"><u>4 DAY LUNCH WEEK</u></p>	_____
_____	<u>5/12</u> Chicken Mexacali Boat ¾ c Fries (Starch) ½ c Applesauce WG Tortilla (2 oz)	<u>5/13</u> Cheeseburger ¾ c Broccoli (Drk Grn) ½ c Pears WG Roll (2 oz)	<u>5/14</u> Slaw Hot Dog (4 oz) ¾ c Cole Slaw (Otr) ½ c Baked Beans ½ c Mixed Fruit WG Hot Dog Bun (2 oz)	<u>5/15</u> WG Cheese Pizza (1 slice) ¾ c Carrots (R/O) ½ c Pineapple, 1 Orange Grain in Crust (2 oz)	<u>5/16</u> <p style="text-align: center;"><u>4 DAY LUNCH WEEK</u></p>	_____
_____	<u>5/19</u> Sheet Pan Nachos (1 slice) ¾ c Corn (Starch) ½ c Applesauce Nachos (2 oz)	<u>5/20</u> Baked Ziti (6 oz) ¾ c Broccoli (Drk Grn) ½ c Pears WG Noodles + WG Roll (2 oz)	<u>5/21</u> Drumstick (7 oz) ¾ c Green Beans (Otr) ½ c Baked Beans ½ c Mixed Fruit WG Brn Rice 4 oz + WG Roll (2 oz)	<u>5/22</u> WG Cheese Pizza (1 slice) ¾ c Carrots (R/O) ½ c Pineapple, 1 Orange Grain in Crust (2 oz)	<u>5/23</u> <p style="text-align: center;"><u>4 DAY LUNCH WEEK</u></p>	_____
_____	<u>5/26</u> Mexican Burrito (1 ea) ¾ c Fries (Starch) ½ c Applesauce WG Tortilla (2 oz)	<u>5/27</u> Cheeseburger ¾ c Broccoli (Drk Grn) ½ c Pears WG Roll (2 oz)	<u>5/28</u> Cheesy Chicken Pita (1 ea) ¾ c Green Beans (Otr) ½ c Baked Beans ½ c Mixed Fruit WG Pita (2 oz)	<u>5/29</u> WG Cheese Pizza (1 slice) ¾ c Carrots (R/O) ½ c Pineapple, 1 Orange Grain in Crust (2 oz)	<u>5/30</u> <p style="text-align: center;"><u>4 DAY LUNCH WEEK</u></p>	_____
_____	<u>6/2</u> Cheeseburger ¾ c Fries (Starch) ½ c Apples WG Tortilla (2 oz)					

Attachment 4B: School Food Authority Cycle Menu

The School Food Authority must attach a 21-day cycle menu from one of the samples listed in the site data form or one developed with the template below.

Meal Type: Breakfast Lunch Afterschool Snack

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
_____	<u>4/28</u> WG Banana Muffin (2 oz) 1 Apple	<u>4/29</u> WG Cin Toast Crunch (1 oz) 1 Orange + ½ c Pineapple	<u>4/30</u> WG Bagel w/CrmChs (2 oz) 1 Banana + ½ c Apple Juice	<u>5/1</u> WG Banana Muffin (2 oz) 1 Orange + ½ c Grape Juice	<u>5/2</u> WG Gran w/Cherry Yogurt (5 oz) 1 Pear + ½ c Orange Juice	_____
_____	<u>5/5</u> WG Bagel w/CrmChs (2 oz) 1 Apple	<u>5/6</u> WG Cin Toast Crunch (1 oz) 1 Orange + ½ c Pineapple	<u>5/7</u> WG Apple Bites (2 oz) 1 Banana + ½ c Apple Juice	<u>5/8</u> Mini Maple Bites (2 oz) ½ c Peaches + ½ c Grape Juice	<u>5/9</u> Crois w/CrmChs (2.5 oz) 1 Pear + ½ c Orange Juice	_____
_____	<u>5/12</u> WG Banana Muffin (2 oz) 1 Apple	<u>5/13</u> WG Cin Toast Crunch (1 oz) 1 Orange + ½ c Pineapple	<u>5/14</u> WG Bagel w/CrmChs (2 oz) 1 Banana + ½ c Apple Juice	<u>5/15</u> WG Blueberry Muffin (2 oz) ½ c Peaches + ½ c Grape Juice	<u>5/16</u> Soft Filled CTCB (2 oz) 1 Pear + ½ c Orange Juice	_____
_____	<u>5/19</u> WG Bagel w/CrmChs (2 oz) 1 Apple	<u>5/20</u> WG Choc Cres Roll (2.29 oz) 1 Orange + ½ c Pineapple	<u>5/21</u> WG Apple Bites (2 oz) 1 Banana + ½ c Apple Juice	<u>5/22</u> Mini Maple Bites (2 oz) ½ c Peaches + ½ c Grape Juice	<u>5/23</u> WG Cin Toast Crunch (1 oz) 1 Orange + ½ c Pineapple	_____
_____	<u>5/26</u> WG Banana Muffin (2 oz) 1 Apple	<u>5/27</u> WG Cin Toast Crunch (1 oz) 1 Orange + ½ c Pineapple	<u>5/28</u> WG Bagel w/CrmChs (2 oz) 1 Banana + ½ c Apple Juice	<u>5/29</u> WG Blueberry Muffin (2 oz) ½ c Peaches + ½ c Grape Juice	<u>5/30</u> oft Filled CTCB (2 oz) 1 Pear + ½ c Orange Juice	_____

School Nutrition Cycle Menu Suggested Resources

Maine Menus – Breakfast and Lunch Menus

(<https://www.maine.gov/doe/schools/nutrition/programs/breakfast>)

[School Breakfast Program \(SBP\)](#) three-week cycle menu for breakfast with nutrient analysis and recipes.

(<https://www.maine.gov/doe/schools/nutrition/programs/nslp>)

[National School Lunch Program \(NSLP\)](#) four-week cycle menus with nutrient analysis, menu spreadsheets and production records for grade groups K-12.

Wisconsin Cycle Menus

(<https://dpi.wi.gov/school-nutrition/program-requirements/menu-planning/cycle-menu>)

[Cycle Menus: Let's Cook, Wisconsin School Meals Rock.](#) Three-week breakfast and five-week lunch-cycle menus with nutrient analysis, menu spreadsheets and production records for grade groups K-5, 6-8 and 9-12.

Attachment 5: Bid Sheet-Vended School Meals Contract Form

Name of School Food Authority: _____

Name of Vendor: _____

This document contains a bid solicitation for the furnishing of vended meals for school nutrition programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and school food authority. The bidder shall not plead misunderstanding or deception because of such estimates of quantities or of the character, location or other conditions pertaining to the bid solicitation/contract.

The price per meal must be quoted as if no USDA donated foods will be received.

This bid is offered by _____ (Vended Meal Company) based upon:

Meal Type	Number of Meals (SFA to complete)	Rate	Total
Breakfasts			
Lunches			
After School Snacks			
Special Milk			
Minnesota Kindergarten Milk			

All totals must be carried out to the second decimal place and must not be rounded. No additional fees, costs or expenses may be charged to the SFA above the fixed price cost. Charges outside the scope of this contract must be procured and invoiced separately.

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable program laws and regulations. This contract shall be in effect for one year and may be renewed by mutual agreement according to the terms specified in the contract.

Signature of Vended Meal Company Representative

Date

Attachment 6: Legal Notice

With a Pre-bid Meeting

Name of School District: _____

Attention: Vended School Meals Companies

The _____ is soliciting invitations for bid for vended school meals. The Vendor would provide meal services according to United States Department of Agriculture (USDA) regulations and guidelines as well as State of Minnesota Department of Education policies and guidelines.

Vendors and/or their representatives may submit bids to:

Name of SFA: _____

School District's mailing address: _____

The _____ school board reserves the right to accept or reject any and/or all proposals or to accept the proposal that it finds, in its sole discretion, to be in the best interest of the school district.

A mandatory pre-bid meeting is scheduled for _____ at _____ at _____ where meeting will be held. Attendance is mandatory.

All proposals must be submitted no later than _____ due on _____. All proposals should be delivered in a sealed envelope and addressed to the _____ and be clearly marked: Vended School Meals Bid.

Legal Notice

Without a Pre-bid Meeting

Name of School District: _____

Attention: Vended School Meals Companies

The _____ is soliciting invitations for bid for vended school meals. The Vendor would provide meal services according to United States Department of Agriculture (USDA) regulations and guidelines as well as State of Minnesota Department of Education policies and guidelines.

Vendors and/or their representatives may submit bids to:

Name of SFA: _____

School District's mailing address: _____

The _____ school board reserves the right to accept or reject any and/or all proposals or to accept the proposal that it finds, in its sole discretion, to be in the best interest of the school district.

A pre-bid meeting will not be scheduled. A copy of the IFB will be available by email at _____ by _____. Potential bidders are asked to email their questions to _____ at _____ by _____.

All bids must be submitted no later than _____ due on _____. All bids should be delivered in a sealed envelope and addressed to the

_____ and be clearly marked:

Vended School Meals Bid.

Letter to Vendor
From School District
With a Pre-bid Meeting

Date: _____

Dear Company Representative:

_____ will be accepting bids for vended meals for the forthcoming year. The mandatory pre-bid meeting is scheduled for _____ at _____ at _____. Please respond in writing to indicate whether you will or will not be attending this meeting. A bid packet will be available at that time.

The contracting process is strictly controlled by United States Department of Agriculture (USDA) procurement regulations. Substantive contact or communication with any district personnel, vendors, contractors, or board members, other than _____, the district's designated representative, is not permitted. Any attempt to unduly influence district staff, administration, vendors, contractors, or board members will automatically disqualify your company as a bidder.

If I can provide more information, please call me at _____. If you should need to contact the Minnesota Department of Education, please call 651-582-8526 or toll-free 1-800-366-8922.

Sincerely,

District's Designated Representative

Letter to Vendor

From School District Without a Pre-bid Meeting

Date: _____

Dear Company Representative:

_____ will be accepting bids for vended meals for the forthcoming year. A pre-bid meeting will not be scheduled. A bid packet will be available at _____ or by email at _____ to all potential bidders by _____. Potential bidders are asked to email their questions to _____ at _____ by _____. The school district will email its response to these questions by _____. There is a five percent bid bond requirement.

The contracting process is strictly controlled by United States Department of Agriculture (USDA) procurement regulations. Substantive contact or communication with district personnel, vendors, contractors, or board members, other than _____, the district's designated representative, is not permitted. Any attempt to unduly influence district staff, administration, vendors, contractors, or board members will automatically disqualify your company as a bidder.

If I can provide more information, please call me at _____. If you should need to contact the Minnesota Department of Education, please call 651-582-8526 or toll-free 1-800-366-8922.

Sincerely,

District's Designated Representative

Letter to Vendor
From School District
Letter Regarding Bid Results

Date: _____

Dear Company Representative:

_____ has reviewed bids for vended meals for the forthcoming year. Thank you for submitting a bid. Your company was/was not selected for the contract, which was based solely on the price per meal(s).

If I can provide more information, please call me at _____. If you should need to contact the Minnesota Department of Education, please call 651-582-8526 or toll-free 1-800-366-8922.

Sincerely,