

## Invitation for Bid Fixed Price Vended Meals

This solicitation invites bids for the purpose of entering into a contract for the purchase of vended meals for Star of the North Academy, herein after referred to as the School Food Authority (SFA). The bidder will be referred to as Vendor and the contract will be between the successful Vendor and the SFA.

1. The resulting contract must include all activities necessary for the purchase, preparation (including use of USDA Foods), and either: the delivery of meals to SFA sites by Vendor; or pick up of meals by the SFA from Vendor's site.
2. The SFA must retain signature authority for all applications and agreements with the Minnesota Department of Education (MDE) to participate in the School Nutrition Programs (SNP) listed in the site information form(s) including but not limited to: the Application Renewal; the Verification of Application Form; and letters to MDE to amend the application. [7 CFR 210.16(a)(5)].
3. The resulting contract will be signed by both parties and uploaded, along with supporting documentation, to the Minnesota Department of Education (MDE) CLiCS application for review before final approval of the SFA's yearly CLiCS application.

### SNP for Which Meals Will be Provided and Manner in Which They Will be Provided

*Vendor will provide food as indicated by the checked box below.*

- Unitized Meals: Vendor will provide unitized meals. "Unitized meals" are meals that include all of the required components for: a school lunch found in 7 CFR 210.10(b); a school breakfast found in 7 CFR 220.8(b); afterschool snacks found in 7 CFR 210.10(o); summer meals found in 7 CFR 225.16(d); and CACFP meals found in 7 CFR 226.20.
- Non-Unitized/Bulk: Vendor will provide non-unitized/bulk quantities, with instructions on the planned portion size for each food component so that Sponsor can prepare meals that meet meal requirements. *Vendor will provide meals for the programs as indicated by the checked boxes below.*

### School Meal Programs

- National School Lunch Program (NSLP) and Food Distribution Program (FDP) [7 CFR Parts 210, 250]
- School Breakfast Program (SBP) [7 CFR Part 220]

### Milk Programs

- Special Milk Program (SMP) [7 CFR Part 215]
- Minnesota Kindergarten Milk Program (MKMP) [Minn. Stat. 124D.118 (2025)]

**Afterschool Snack or Meal Programs**

- At-Risk Afterschool Meals (area-eligible - Child and Adult Care Food Program (CACFP) [7 CFR Part 226])
- Afterschool Snacks – NSLP [7 CFR Part 210]

**Summer Meal Programs**

- Summer Food Service Program (SFSP) [7 CFR Part 225]
- Seamless Summer Option (SSO) of NSLP [7 CFR Part 210]

**Child Care Program**

- Child Care Center – CACFP [7 CFR Part 226]

**Bid Submission and Award**

1. Sealed bids are to be submitted to Star of the North Academy, 1562 Viking Blvd NE, East Bethel, MN 550.
2. Bids will not be accepted after 4:00 PM (time) on 6-1-2026 (date). Vendor's bid is to be submitted in a sealed envelope marked "Vended School Meals Invitation for Bid".
3. The SFA reserves the right to exercise its discretion to reject any or all bids.
4. To be considered, a Vendor must submit a complete response to this solicitation using the "Bid Sheet - Vended School Meals" form. The SFA will provide the number of meals needed for each meal type.
5. Award(s), if any, must be made to a qualified and responsible Vendor whose bid is responsive to this solicitation. A responsible Vendor is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
6. Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. It is critical that Vendor understands that a submitted proposal is a binding offer which, if accepted, results in a contract and terms to which Vendor is legally bound for the term of the contract, including any renewal periods. Nonperformance by Vendor during the contract term, including failure to honor the fixed meal prices in its bid/resulting contract or invoicing for any unallowable charges, fees or costs will result in the SFA's pursuit of all appropriate legal and administrative remedies. These include but are not limited to: monetary damages; contract termination and recovery of any costs incurred in obtaining replacement services; and sanctions, including federal and state debarment.
7. If additional information is required, please contact Md. Kamrul Hasan at khasan@snacharterschool.org.

**Pre-Bid Meeting or Bid Release Information**

[select one]

Interested bidders must meet to review the specifications, to clarify any questions, and to go on a walk-through of the facilities with school officials on \_\_\_\_\_ (date) at \_\_\_\_\_ (time) at the following location: \_\_\_\_\_ . Attendance is required.

Or

A pre-bid meeting will not be held. A copy of the IFB will be available at snacharterschool.org or by email at khasan@snacharterschool.org until 5-29-2026.

Potential bidders are asked to email their questions to Md. Kamrul Hasan at khasan@snacharterschool.org by 5-12-2026. The school will email its response to these questions by 5-15-2026.

**Late Bids**

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

## **Incurred Costs**

The SFA is not liable for any cost incurred by a vendor prior to the execution of a contract by both parties.

## **Gifts from Vendor**

Pursuant to 2 CFR 200.318(c)(1), the SFA maintains written standards of conduct which cover conflicts of interest and govern 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 they have 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 receives 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. By submitting a response to this IFB, Vendor represents it has not offered such gifts to any SFA employee.

## **Reimbursable Meals**

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

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

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

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

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

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

## All-Inclusive Pricing

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

All bids must be calculated based on the information provided in the IFB as a whole and specifically by the SFA in the Site Data pages and the "Bid Sheet - Vended School Meals" form. **Additional items purchased by the SFA from Vendor must be procured and invoiced separately from the meals agreed to in this contract.**

## Resulting Contract

The standard contract template attached to this IFB is provided by MDE and must and will be used for the contract. Vendor must review the terms of the standard contract and consider those terms in crafting its bid.

No changes or addendums may be made to the standard contract unless preapproved by MDE. Any addendums or additional documents attached to the standard contract are null and void if not specifically reviewed and approved by MDE before the contract is executed. If MDE discovers unapproved addendums to a contract during an Administrative Review of the SFA's operations, MDE will take any necessary steps under the federal regulations (for example, recovery of any unallowable costs paid as a result of the addendum) and will require the SFA to terminate the contract and conduct a new solicitation as soon as it is feasible.

All MDE-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.

# CONTRACT

## FIXED PRICE VENDED MEALS

This Contract, between School Food Authority Star of the North Academy (“the SFA”) Cyber-Linked Interactive Child Nutrition System (CLiCS) Identification Number: 2000010151

and Vendor, is for Vendor to provide meals and/or milk in accordance with the terms of this Contract and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) School Nutrition program(s) (SNP).

### Term, Renewals, Scope and Modifications

1. This Contract is effective for the period of: July 1, 2026 through June 30, 2027.
  - a. This Contract has four renewal options of additional one-year periods, if mutually agreed to by the SFA and Vendor and contingent upon Vendor’s adherence to contract provisions, including those relating to USDA Foods. *See* 7 CFR 250.53(a)(12).
  - b. Any renewal will use a contract renewal template provided by the Minnesota Department of Education (MDE).
  - c. Adjustments to fixed meal prices for any renewal period are allowed but will be limited to an increase stated by MDE on the contract renewal template, which is based on the Consumer Price Index.
2. This Contract is for provision of meals and/or 13 milk for those SNP programs identified in the “SNP for Which Meals Will be Provided and Manner in Which They Will be Provided” section of the Invitation for Bid (IFB), which is specifically incorporated herein by reference.
3. The SFA may, during the term of this Contract, apply for and be approved for additional SNP which may be added to this Contract. However, the federal regulations may require the SFA to conduct a new competitive procurement and, therefore, Vendor is not guaranteed the resulting contract from the addition of those programs.
  - a. Any additional program(s) and fixed meal prices must be documented in an addendum to this Contract.
4. No modifications or addendums may be made to this Contract unless preapproved by MDE. Any addendums or additional documents attached to the standard contract are null and void if not specifically reviewed and approved by MDE before executed.
5. The SFA or Vendor may terminate this Contract for cause by giving 60 days’ written notice.
6. This Contract may be terminated for convenience only if both parties agree.

### Meal and Program Requirements

7. Vendor will provide meals to SFA site(s) according to the attached Site Data forms. The SFA will notify Vendor with at least seven days’ notice of any changes to sites.
8. Vendor will provide meals and milk that meet applicable SNP requirements and as specifically set forth in the “Reimbursable Meals” section of the IFB.
  - a. The fixed meal price is for one full reimbursable meal and cannot be separated out by any one component of the reimbursable meal (e.g., the price of the component fluid milk must be included in the total fixed meal price.)

- b. Milk may only be provided, and invoiced, separately from a reimbursable meal: as part of the SMP or MKMP; or as part of the NSLP as “a la carte”, meaning a milk served to a student in addition to the milk already received as part of a served reimbursable meal.
  - c. All meals provided must conform to the requirements, including the nutrient standards, of the federal regulations for those meals and for the age group served.
9. Vendor will substitute or modify food or beverage items for qualifying students as required by federal law, state law, or the SFA’s policies.
- a. Substitutions for Students with a Disability: Vendor must provide substitutions to, or modifications of, meals on a case-by-case basis as required by federal law for students who are unable to consume the regular program meals due to a disability. The SFA is responsible for maintaining “special diet statements” on behalf of students, which must identify the food(s) to be omitted from the student’s diet, and the food(s) that must be substituted.
    - i. No additional charge will be assessed to the student for the substituted or modified meal.
    - ii. Vendor may invoice the SFA for any excess costs of providing substitutions. Vendor must identify these charges on any invoices as a line item for “substitution costs” and documentation must be attached to the invoices to substantiate the additional charges.
  - b. Lactose-Reduced Milk for Students with Lactose Intolerance: Upon the written request of the parent of a lactose-intolerant student, Vendor must make available at least one of the following types of lactose-reduced milk that are specified in Minnesota Statutes 2025, section 124D.114, lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. The SFA is responsible for maintaining the parent’s written request.
    - i. Vendor may invoice the SFA for any excess costs of providing substitutions, in the same manner as identified in 9.a.ii.
  - c. Non-Dairy Fluid Milk Substitutes:  This subsection c. only applies if this box is checked. In accordance with the SFA’s policy and program requirements, Vendor will offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow’s milk to all students. Vendor will maintain product information on file to document that the non-dairy fluid milk product(s) meet program standards for reimbursement.
    - i. Vendor may invoice the SFA for any excess costs of providing substitutions, in the same manner as identified in 9.a.ii.
  - d. Other Substitutions:  This subsection d. only applies if this box is checked. In accordance with the SFA’s policy, Vendor may substitute food items within the meal pattern for students who do not have a disability as described in 9.a.ii., based on a request in writing that is accepted by the SFA.
    - i. Vendor may invoice the SFA for any excess costs of providing substitutions, in the same manner as identified in 9.a.ii.
10. Cycle menus for each meal type are attached to this Contract. The meals provided under this 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.
- a. The SFA must approve menus no later than two weeks prior to the date when such menus will be implemented.
11. All foods provided by Vendor must be creditable according to the USDA Food Buying Guide. No payment will be made by the SFA to Vendor for: meals that contain non-creditable foods; do not meet the meal

pattern requirements as specified in this Contract; or are spoiled or unwholesome at the time of delivery/pick up.

12. Vendor must cooperate with the SFA in fulfilling any applicable requirements outlined in the SFA's Local Wellness Policy.
13. Vendor may participate in periodic meetings of the SFA advisory board – comprised of students, teachers, and parents – to assist in menu planning.
14. The SFA must retain control of the quality, extent, and general nature of the food service.
15. No non-program food items – besides a la carte milk, second lunches (see Minn. Stat. 124D.111, subd. 6 [2025]) or adult meals – may be provided by Vendor for sale.
16. If the SFA wishes to offer non-program food items other than those identified in this section, a separate Food Service Management contract must be used.
17. Vendor must 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.
18. Vendor must operate in conformance with the (SFA's Agreement with the Minnesota Department of Education (MDE) and any attachments.

#### Delivery, Invoicing and Payment

19. Meals will be provided to the SFA via one of the following methods:  delivery by Vendor or  pick up by the SFA.
  - a. If delivery by Vendor, delivery of meals will be made to the SFA's dining site(s) on each day meals are served between 9:30 AM [time] and 11:00 AM [time]. Vendor must comply with all SFA building rules and regulations when dropping off the meals.
  - b. If picked up by the SFA, meals will be available for pick up by the SFA at \_\_\_\_\_ [location] by no later than \_\_\_\_\_ [time] on each day meals are served.
20. No payment will be made by the SFA to Vendor for meals delivered outside of the agreed-upon delivery window or for meals not available for pick up at the "no later than" time.
21. The SFA will notify Vendor of meals needed for each service day: X on the business day prior to the service day or     on the morning of the service day.
  - a. The SFA must notify Vendor of the total number of meals needed by 11:30 AM [time].
22. Vendor must submit monthly, itemized invoices to the SFA by the 3rd day of each month.
  - a. Invoices must reflect the number of meals served during the month at the fixed price **for each meal type**. That is, there must be separate line items for each meal type invoiced, *e.g.* breakfast, lunch.
  - b. Payment must be due to Vendor no later than 30 days from the SFA's receipt of the monthly invoice. A late charge equal to five percent of the unpaid balance may be added to all unpaid balances in excess of 30 days. Such late charges cannot be paid from the non-profit food service funds.
23. Vendor will be paid a fixed price for meals pursuant to Vendor's submitted bid in response to the IFB.
  - a. 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).
  - b. Any additional services provided by Vendor outside the scope of this Contract must be procured and invoiced separately.

## Chargeback Rights

24. The SFA has chargeback rights. If a charge on an invoice is an unallowable charge not provided for in this Contract, the SFA may reject the charge and institute a chargeback.
- The SFA may institute a chargeback by: withholding the unallowable amount from payment of the invoice with the unallowable charge; recouping the amount from the Vendor's account; or offsetting the amount against future payments to the Vendor.
  - The SFA will notify vendor of the chargeback; Vendor must perform any required action on its end to complete the chargeback promptly and fully.
  - There is no time limit on the SFA's right to a chargeback. The SFA never waives its chargeback rights and can request a chargeback for unallowable charges at any time during the term of this Contract, even after payment on an invoice.

## USDA Foods

25. Vendor will perform the following specific activities, as indicated by the checked boxes, related to USDA Foods to which the SFA is entitled through the USDA Food Distribution Program.
- 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 SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA, in accordance with the requirements in 7 CFR 250 subpart C.
26. Vendor is responsible for ensuring compliance with the requirements of 2 CFR Part 250, subpart D related to USDA Foods to and those activities for which it is responsible, including, but not limited to: contract and procurement requirements [7 CFR 250.50]; crediting and use requirements [7 CFR 250.51]; storage and inventory requirements [7 CFR 250.52]; and recordkeeping requirements [7 CFR 250.54].
27. Vendor will credit the SFA for the value of all USDA Foods received at the warehouse or processor during the contract year, even those foods Vendor chooses not to use or does not use during the contract year.
- Vendor will maintain records identifying the types, amounts and cash values of USDA Foods received in accordance with 7 CFR 250.54.
  - Cash values of USDA Foods will be established by the most current information available from MDE at the time the Vendor issues the credit.
  - Vendor will provide these credits to the SFA on its monthly bills. Credits will include entitlement and bonus foods and the value of USDA Foods contained in any processed end products.
  - Credits for USDA Foods will appear on invoices as separate line items for the value of USDA Foods received at the warehouse and/or processor during the month.
  - The SFA is responsible for ensuring 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).
28. **Vendor will also provide credits for USDA Foods that were ordered in the spring survey by the SFA in coordination with the SFA's previous vendor.**
29. After all USDA Foods for the contract year have been received at the warehouse and/or processor, the SFA will reconcile the total credits for USDA Foods provided by Vendor to the total value of USDA Foods

received at the warehouse and/or processor using the "USDA Foods Received Report for the Auditor" form.

- a. If the annual reconciliation shows that the SFA has not received full credits from Vendor for the contract year, Vendor will pay any credit amount due to the SFA within 30 days and prior to the close of the contract year.
  - b. Renewal of this Contract for any additional renewal year cannot occur until the reconciliation for the prior contract year shows that the SFA has been fully credited by Vendor for USDA Foods.
30. Vendor will use all USDA donated ground beef and ground pork products, and all processed end products, in the SFA's food service operation.
- a. Vendor will use all other USDA Foods or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SFA's food service operation.
  - b. Upon termination of the contract, Vendor will return all unused USDA donated ground beef, ground pork, end products and, at the SFA's discretion, other unused USDA Foods.
31. Vendor assures the SFA that the procurement of processed end products on behalf of the SFA, as applicable, will comply with 7 CFR Part 250 and with provisions of applicable MDE or SFA processing agreements.
- a. Vendor will disclose to the SFA the value of USDA Foods contained in such end products at the processing agreement value.
  - b. Refunds received from processors must be retained in the food service account.
  - c. Vendor will not enter into a processing agreement with a processor.
32. Vendor will promptly credit the SFA's food service account for all discounts, rebates, and allowances received by the Vendor associated with the purchase of processed commodity products on behalf of the SFA as well as the full value of USDA Foods.
33. Vendor accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
34. 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.
35. The 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.
36. The 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.

#### **Health and Sanitation**

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

38. Vendor and the SFA must obtain and post all licenses and permits as required by federal, state, and/or local law.

#### **The SFA's Oversight of the SNP**

39. The SFA remains legally responsible for the conduct of the food service program and must supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the MDE and the USDA regarding each of the SNP by this Contract. The SFA must:
- a. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement.
  - b. Ensure that the food service operation is in conformance with the SFA's agreement with MDE to participate in the SNP.
  - c. Maintain all applicable health certifications for the SFA's sites.
  - d. Monitor Vendor's provided meals to ensure the food service is in conformance with program regulations.
  - e. Provide all staffing necessary for SNP services outside the scope of this Contract, including meal ordering, meal service, counting and cleanup of meals.
40. The SFA retains control of the SNP food service accounts and overall financial responsibility for the SNP.
- a. 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., must be deposited in the SFA's food service account.
  - b. The SFA must establish all selling prices for reimbursable and non-reimbursable meals and milk, pursuant to 7 CFR Part 210 and any other applicable regulations.
41. The SFA must monitor the food service operation of Vendor through periodic on-site visits to ensure that the food service is in conformance with all USDA program regulations.
42. MDE may also monitor Vendor through periodic on-site visits, announced and unannounced, to ensure compliance with program regulations and requirements.

#### **SFA – Vendor Relationship**

43. Vendor is an independent contractor and not an agent or representative of the SFA.
- a. The employees of Vendor are not employees of the SFA. All Vendor employees must remain directly accountable to Vendor for the duration of this contract. Except as otherwise expressly stated in this Contract, the Vendor has the sole responsibility and authority to hire, assign, supervise, evaluate, and discipline any personnel assigned by Vendor in the performance of this Contract.
44. Vendor, as an independent contractor, has the exclusive right to provide vended meals.
45. This Contract does not prevent the SFA from participating in food consortia or purchasing food from vendors with whom Vendor normally does not do business.

#### **Record-Keeping**

46. In accordance with 7 CFR 210.23(c), Vendor will retain, and make available to the SFA upon request, all books and records pertaining to this Contract for a period of three years from the end of the contract term (including any renewal term) to which they pertain, for audit, examination, excerpts, and transcriptions by the SFA and state or federal representatives and auditors.

- a. If audit findings regarding Vendor's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period, for as long as required for the resolution of the issues raised by the audit.
47. Vendor will maintain such records (supported by invoices, receipts, or other evidence) as the SFA will need to support its Claims for Reimbursement.
  48. Upon termination of this Contract, Vendor will surrender to the SFA all records pertaining to the vended meals, including food and non-food inventory records, menus, production records, product invoices, claim documentation and financial reports.
  49. Vendor agrees to comply with all requirements regarding the administrative review process of MDE for meals including providing nutrition and crediting information on food products and recipes used. Previous administrative review reports are available to Vendor from the SFA or MDE to better ensure compliance and avoid potential fiscal penalties.

### **Insurance and Indemnification**

50. Vendor must maintain the following types, and minimum limits of liability, of insurance:
  - a. Workers' Compensation coverage in amounts required by Minnesota statutes;
  - b. Automobile Liability coverage in \$2,000,000 minimum limit of liability per occurrence, bodily injury and property damage combined single limit; and
  - c. General liability coverage in \$2,000,000 minimum limit of liability per occurrence and \$2,000,000 annual aggregate.
51. A Certificate of Insurance of Vendor's insurance coverage, indicating the specified amounts, must be submitted at the time of award.
52. All insurance required by this Contract must 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.
53. 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 Vendor's acts, or omissions, willful misconduct, or breach of the Vendor's obligations under this Contract by the Vendor and its agents, servants, or employees, or other persons under its supervision or direction.

### **Non-Performance by Vendor and Emergencies**

54. In the event of Vendor's non-performance under this Contract and/or the violation or breach of this Contract's terms, the SFA has the right to pursue all administrative, contractual, and legal remedies against Vendor and has the right to seek all sanctions and penalties as may be appropriate.
55. In cases of nonperformance or noncompliance on the part of Vendor, Vendor will pay the SFA for any excess costs which the SFA may incur by obtaining meals from another source.
  - a. The SFA will notify Vendor of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, the SFA may terminate this Contract for cause and pursue services from a different Vendor. Vendor will then be liable for any difference in price between the fixed meal prices in this Contract and the new contract prices.
  - b. If either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving 60 days' written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.

56. The SFA must notify Vendor, as soon as reasonably possible, of any delay in the beginning of the school day or the closing of school(s) due to weather or other emergency situations that may affect the delivery or pick up of meals. In the case of such closure or emergency situation, the SFA is not liable for payment to Vendor for any meals that have not been picked up by, or delivered to, the SFA for service that day.

#### **Miscellaneous**

57. This Contract is governed by the laws of the State of Minnesota. Any action or proceeding arising out of this Contract must be brought exclusively in the state or federal courts of the State of Minnesota.
58. The IFB and Vendor's response to the IFB are incorporated herein by reference. Vendor agrees to comply with the provisions of those documents.
59. The following documents constitute the entire Contract among the parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and contracts among the parties concerning the subject matter hereof: this Contract; this Contract's attachments; the IFB; and Vendor's response to the IFB.
  - a. In the event of any conflict among the documents constituting this Contract, the order of priority to resolve the Conflict must be: 1) this Contract and its attachments; then 2) the IFB; and finally, 3) Vendor's response to the IFB.
60. No provision of the contract may be assigned or subcontracted without the prior written consent of both the SFA and MDE.
61. No course of dealing or failure of a party to strictly enforce any term, right, or condition of this Contract must be construed as a waiver of the term, right or condition.
62. Any silence, absence, or omission from the contract specifications concerning any point will be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies) and workmanship of a quality that would normally be specified by the SFA are to be used.
63. Captions in all sections of this Contract are provided only as a convenience and must not affect the interpretation of this Contract or its attachments.

#### **Certifications**

64. Vendor executed and submitted with its bid an "Assurance of Civil Rights Compliance Certification", which is specifically incorporated herein by reference. By executing this Contract, Vendor agrees, assures and certifies that it will continue to comply with all of the laws, regulations, orders, provisions, guidelines, directives and policies identified in that Certification throughout the term of this Contract, including any renewal periods, including Title VI and Title VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; FNS Instruction 113-1, and Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
65. Vendor executed and submitted with its bid a "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion", which is specifically incorporated herein by reference. If at any time during the term of this Contract (including any renewal periods), Vendor would become unable to certify the statements in that Certification, Vendor agrees to immediately notify the SFA.
66. Vendor executed and submitted with its bid the "Certification Regarding Lobbying", which is specifically incorporated herein by reference. If at any time during the term of this Contract (including any renewal periods), Vendor would become unable to certify the statements in that Certification, Vendor agrees to immediately notify the SFA.
67. Pursuant to 7 CFR 210.21(d), Vendor will comply with "Buy American" requirements of the federal regulations and purchase domestic agricultural commodities and products for use in the NSLP and SBP.

- a. Currently, “non-domestic” food purchases [see 7 CFR 210.21(d)(1)] may not exceed 10 percent of total annual commercial food costs that a SFA purchases per school year. 7 CFR 210.21(d)(5)(ii)(A).
  - b. Beginning with SY 28 – 29, non-domestic purchases may not exceed 8 percent. 7 CFR 210.21(d)(5)(ii)(B).
68. Vendor must comply with the Buy American provision for contracts that involve the purchase of food products with Federal funds, pursuant to 7 CFR 210.21 (d) and stated in USDA memo SP 23-2024.
69. When possible and allowed, Vendor agrees to consider the use of small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms. *See* 2 CFR 200.321.
70. Vendor agrees to comply with the prohibition on obligating any federal grant funds on certain telecommunications equipment or services as identified in 7 CFR 200.216.
71. Vendor agrees, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). *See* 7 CFR 200.322.
72. If the total amount of this Contract exceeds \$150,000, Vendor agrees to comply with all applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401 - 7619q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 - 1387).
73. While not apparently applicable to this Contract, if its provisions become applicable to this Contract, Vendor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Further, if this Contract exceeds \$100,000, Vendor certifies it will comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
74. The total amount of this Contract is expected to exceed \$10,000. Vendor agrees to comply with the provisions of Executive Order 11375 of the Equal Employment Opportunity Act, and as supplemented in Department of Labor regulations.
75. While not apparently applicable to this Contract, if its provisions become applicable to this Contract, Vendor must comply with the Davis Bacon Act (for construction contracts in excess of \$2,000). *See* Appendix II to 2 CFR 200/7 CFR 3019.48.
76. While not apparently applicable to this Contract, if its provisions become applicable to this Contract, Vendor must comply with the recovered materials provisions of 42 U.S.C. 6962. *See* 2 CFR 200.323.
77. While not apparently applicable to this Contract, if its provisions become applicable to this Contract, Vendor must comply with “Rights to Inventions Made Under a Contract or Agreement” *See* Appendix II to 2 CFR 200; 7 CFR 3019.48.

## Site Data

Site Name: Star of the North Academy, East Bethel Site #: 1 of 2

Address: 1562 Viking Blvd NE, East Bethel, MN 55011

Days/School Year: 172 Grades: K-8 Enrollment K-5: 125 Enrollment 6-8: 65

Enrollment 9-12: \_\_\_\_\_

Meal Preparation:  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	Self-Op N/A				<input type="checkbox"/>
Lunch Program	Y	12:00PM-1:20PM	190		<input type="checkbox"/>
Afterschool Snack (NSLP)					<input type="checkbox"/>
Afterschool Snack (CACFP)					<input type="checkbox"/>
Special/a la carte Milk					<input type="checkbox"/>
Special diet meals					<input type="checkbox"/>
MN Kindergarten Milk					<input type="checkbox"/>
Summer Food					<input type="checkbox"/>
Other (Specify)					<input type="checkbox"/>

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Cold Bag Lunch Option (includes cost of bag)<br><input checked="" type="checkbox"/> Condiments<br><input type="checkbox"/> Eating Utensils<br><input type="checkbox"/> Paper Goods (i.e., napkins, trays, cups) | <input type="checkbox"/> Serving Utensils (must include w/bulk quantities)<br><input checked="" type="checkbox"/> Food Transport Containers<br><input checked="" type="checkbox"/> Food Holding Containers<br><input type="checkbox"/> Other (Specify, example Salad Bar with Lunch) |
|---|--|

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

All bids must be calculated based on the information provided in the IFB as a whole and specifically by the SFA in these Site Data pages and the "Bid Sheet - Vended School Meals" form. **Additional items purchased by the SFA from Vendor must be procured and invoiced separately from the meals agreed to in this contract.**

## Site Data

Site Name: Star of the North Academy, Coon Rapids Site #: 2 of 2

Address: 1313 Coon Rapids Blvd NW, Coon Rapids, MN 55433

Days/School Year: 172 Grades: K-8 Enrollment K-5: 150 Enrollment 6-8: 70  
 Enrollment 9-12: \_\_\_\_\_

Meal Preparation:  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	Self-Op N/A				<input type="checkbox"/>
Lunch Program	Y	12:00PM-1:20PM	220		<input type="checkbox"/>
Afterschool Snack (NSLP)					<input type="checkbox"/>
Afterschool Snack (CACFP)					<input type="checkbox"/>
Special/a la carte Milk					<input type="checkbox"/>
Special diet meals					<input type="checkbox"/>
MN Kindergarten Milk					<input type="checkbox"/>
Summer Food					<input type="checkbox"/>
Other (Specify)					<input type="checkbox"/>

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Cold Bag Lunch Option (includes cost of bag)<br><input checked="" type="checkbox"/> Condiments<br><input type="checkbox"/> Eating Utensils<br><input type="checkbox"/> Paper Goods (i.e., napkins, trays, cups) | <input type="checkbox"/> Serving Utensils (must include w/bulk quantities)<br><input checked="" type="checkbox"/> Food Transport Containers<br><input checked="" type="checkbox"/> Food Holding Containers<br><input type="checkbox"/> Other (Specify, example Salad Bar with Lunch) |
|---|--|

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

All bids must be calculated based on the information provided in the IFB as a whole and specifically by the SFA in these Site Data pages and the "Bid Sheet - Vended School Meals" form. **Additional items purchased by the SFA from Vendor must be procured and invoiced separately from the meals agreed to in this contract.**

# 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 <sup>1,2,3,4</sup> (cups)	5 (1)	5 (1)	5 (1)	5 (1)
Grains and/or Meat/Meat Alternates <sup>5,6</sup> (ounce equivalents)	7-10 (1)	8-10 (1)	9-10 (1)	9-10 (1)
Fluid Milk <sup>7</sup> (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.

<sup>1</sup> 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.

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

<sup>3</sup> 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.

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

<sup>5</sup> 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.

<sup>6</sup> 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.

<sup>7</sup> Low-fat (one percent) or fat-free (skim) milk. Must offer two allowable varieties, one must be unflavored. Flavored milk must contain no more than 10 grams of added sugar per 8 fluid ounces.

## 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 <sup>8,9</sup> (cups)	2 ½ (½)	2 ½ (½)	2 ½ (½)	5 (1)
Vegetables <sup>9,10,11</sup> (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
Other <sup>12</sup>	½	½	½	¾
Additional veg to reach total <sup>13</sup>	1	1	1	1 ½
Grains <sup>14</sup> (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 Milk <sup>15</sup> (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.

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

<sup>9</sup> 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.

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

<sup>11</sup> Larger amounts of vegetables may be served.

<sup>12</sup> 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.

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

<sup>14</sup> 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.

<sup>15</sup> Whole milk, reduced-fat (two percent), low-fat (one percent) or fat-free (skim) milk. Must offer two allowable varieties, one must be unflavored. Flavored milk must contain no more than 10 grams of added sugar per 8 fluid ounces. Saturated fat from fluid milk may be excluded when calculating the weekly average saturated fat requirement at lunch.

## 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 <sup>16</sup>	¾ cup
Vegetables <sup>16</sup>	¾ cup
Grains <sup>17,18</sup>	1 ounce equivalent
Meat/Meat Alternates	1 ounce equivalent
Fluid Milk <sup>19</sup>	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.

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<sup>16</sup> 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.

<sup>17</sup> 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.

<sup>18</sup> Grain-based desserts may not be used to meet the grains requirement.

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

## 21-Day Cycle Menu

Meal Type:  Breakfast  Lunch  Afterschool Snack

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
—	Chicken Nuggets, Whole Grain Bread, Salad, Veggies, Fruit, Milk	Turkey Hot Dog Whole Grain Bun Salad, Veggies, Fruit, Milk	Chicken Tenders, Whole Grain Bread, Baked Beans, Salad, Veggies, Fruit, Milk	BBQ Chicken Meatballs, Whole Grain Bun, Baked Beans, Salad, Veggies, Fruit, Milk	— No Lunch	—
—	Chicken Nuggets, Whole Grain Bread, Salad, Veggies, Fruit, Milk	Spaghetti, Green Beans, Salad, Veggies, Fruit, Milk	Chicken Patty, Whole Grain Bun, Baked Beans, Salad, Veggies, Fruit, Milk	Pizza Corn, Salad, Veggies, Fruit, Milk	— No Lunch	—
—	Beef Taco, Cheese, Whole Grain Tortilla, Corn, Salad, Veggies, Fruit, Milk	Chicken Meatball Sandwich, Whole Grain Bun, Green Beans, Salad, Veggies, Fruit, Milk	Hamburger, Whole Grain Bun, Baked Beans, Salad, Veggies, Fruit, Milk	Chicken Penne Alfredo, Salad, Veggies, Fruit, Milk	— No Lunch	—
—	Chicken Corn Dog, Green Beans, Salad, Veggies, Fruit, Milk	BBQ Chicken, Whole Grain Bun, Corn, Salad, Veggies, Fruit, Milk	Chicken Tenders, Whole Grain Bread, Baked Beans, Salad, Veggies, Fruit, Milk	Pizza Carrot, Salad, Veggies, Fruit, Milk	— No Lunch	—
—	Chicken Nuggets, Whole Grain Bread, Salad, Veggies, Fruit, Milk	Fish Sandwich, Whole Grain Bun, Baked Beans, Salad, Veggies, Fruit, Milk	Mac and Cheese, Corn, Salad, Veggies, Fruit, Milk	BBQ Meatballs, Whole Grain Bread, Green Beans, Salad, Veggies, Fruit, Milk	— No Lunch	—

## 21-Day Cycle Menu

Meal Type:  Breakfast  Lunch  Afterschool Snack

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
—	— Chicken Nuggets, Whole Grain Bread, Salad, Veggies, Fruit, Milk	— Turkey Hot Dog Whole Grain Bun Salad, Veggies, Fruit, Milk	— Chicken Tenders, Whole Grain Bread, Baked Beans, Salad, Veggies, Fruit, Milk	— BBQ Chicken Meatballs, Whole Grain Bun, Baked Beans, Salad, Veggies, Fruit, Milk	— No Lunch	—
—	—	—	—	—	—	—
—	—	—	—	—	—	—
—	—	—	—	—	—	—
—	—	—	—	—	—	—

## 21-Day Cycle Menu

Meal Type:  Breakfast     Lunch     Afterschool Snack

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—

# Independent Price Determination Certificate

Star of the North Academy

\_\_\_\_\_  
Name of VENDOR

\_\_\_\_\_  
Name of SFA

By submission of this offer, VENDOR certifies that in connection with this procurement:

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

Each person signing this offer on behalf of VENDOR certifies that:

1. They are the person within VENDOR's organization responsible for the decision as to the prices being offered herein and have not participated, and will not participate, in any action contrary to 1 through 3 above; or
2. They are not the person within VENDOR's organization responsible for the decision as to the prices being offered herein, but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to 1 through 3 above, and as their agent does hereby certify; and they have not participated, and will not participate, in any action contrary to 1 through 3 above.

**To the best of my knowledge, this VENDOR, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of, or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows: (Vendor must write "N/A" if none)** \_\_\_\_\_.

\_\_\_\_\_  
Signature of VENDOR's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of SFA  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

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

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

Vendor Name: \_\_\_\_\_

Project: **National School Lunch Program**

Name of Vendor's Authorized Representative: \_\_\_\_\_

Title of Vendor's Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Instructions for “Certification Regarding Debarment...”

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

## Certification Regarding Lobbying

The undersigned certifies, to the best of their knowledge and belief, that:

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

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

Vendor Name: \_\_\_\_\_

Project: **National School Lunch Program**

Name of Vendor's Authorized Representative: \_\_\_\_\_

Title of Vendor's Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

<b>1. Type of Federal Action</b> <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	<b>2. Status of Federal Action</b> <input type="checkbox"/> A. Bid/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award	<b>3. Report Type</b> <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of Last Report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier, if known: _____ Congressional District, if known: _____		<b>5. If Reporting Entity in Number 4 is Sub-awardee, Enter Name and Address of Prime:</b> Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> _____		<b>7. Federal Program Name/ Description:</b> _____ CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b> _____		<b>9. Award Amount, if known:</b> _____
<b>10 a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)</b> _____		<b>10 b. Individual Performing Services: (including address if different from Number. 10 a) (Last name, first name, MI)</b> _____
<b>11. Amount of Payment: (check all that apply)</b> <input type="checkbox"/> Actual <input type="checkbox"/> Planned	<b>13. Type of Payment: (check all that apply)</b> <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: (specify) _____	
<b>12. Form of payment: (check all that apply)</b> <input type="checkbox"/> A. Cash Nature: _____ <input type="checkbox"/> B. In-kind (specify) Value: _____		_____
<b>14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Number 11. (Attach Continuation Sheets if necessary)</b>		
<b>15. Continuation Sheets Attached:</b> <input type="radio"/> Yes <input type="radio"/> No		
<b>16. Information requested through this form is authorized by 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.</b>		Signature: _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction

## Instructions for Completion of Disclosure of Lobbying Activities Form

This disclosure form must be completed by the reporting entity, whether sub-awardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change in a previous filing, pursuant to 31 U.S.C. 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use an additional sheet ("Continuation Sheet") for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the first tier. Sub-awards include, but are not limited to, subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks Sub-awardee, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if know. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., RFP-DE-90-001.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.

10. Lobbying Entity and Individual Performing Services

- a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
  - b. if different from 10a, Enter the full name of the individual performing services, enter last name, first name, and middle initial (MI) and include full address.
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether any Continuation Sheets are attached.
16. The certifying official must sign and date the form; print their name, title, and telephone number.

## Assurance of Civil Rights Compliance Certification

Vendor hereby agrees that it will comply with:

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

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

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

assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Vendor.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, 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](mailto: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: \_\_\_\_\_

## Bid Sheet for Vended School Meals

Name of School Food Authority (SFA): Star of the North Academy

Name of Vendor: \_\_\_\_\_

This IFB is a solicitation for the furnishing of vended meals for school nutrition programs and sets forth the terms and conditions applicable to the proposed procurement, including the resulting contract. By submitting this bid, Vendor understands that, if accepted by the SFA, this bid and the IFB – including the Contract contained therein – must constitute the contract between Vendor and the SFA and that Vendor is legally bound for the term of the contract, including any renewal periods.

Vendor has reviewed the entire contents of the IFB and quotes the fixed prices below based on the information contained therein.

Meal Type	Number of Meals (SFA to complete)	Rate	Total
Breakfast Program	Self-Op N/A		
Lunch Program	55,760		
Afterschool Snack			
Special/a la carte Milk			
Special diet meals			
MN Kindergarten Milk			
Other (Specify)			
Vendor pick up Location (complete if the SFA will pick up meals; see contract section 18)			

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.

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Date

## Vended Meal Contract Execution Page

Vendor submitted a bid in response to an IFB for Vended Meals which has been accepted by the School Food Authority. The parties agree that the contract included in the IFB, the IFB and its attachments, and the bid submitted by Vendor constitute the entire agreement between the SFA and Vendor.

The parties must 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.

In Witness Whereof, the parties hereto have caused this Contract 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: \_\_\_\_\_