



# Vended Meals Agreement Template for the National School Lunch and/or School Breakfast Program(s)

PI-6302A (Rev. 08-22)

SFA 6-Digit Agency Code

408002

This Agreement ("Agreement") is entered into by and between **Rocketship Education Wisconsin, Inc.** herein after referred to as the School Food Authority (SFA), and \_\_\_\_\_, herein after referred to as the Vendor. The effective date of this Agreement is July1, 2023.

This Agreement sets forth the terms and conditions upon which the SFA retains the Vendor to provide meals for the SFA's nonprofit and a la carte food service program. Furthermore, this Agreement sets forth the terms and conditions upon which the SFA will purchase meals from the Vendor and the Vendor will provide meals for the SFA's nonprofit food service program. The SFA and Vendor agree to abide by the rules and regulations governing the Child Nutrition Programs, in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA). The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 215 (Special Milk Program), 7 CFR 220 (School Breakfast Program), 7 CFR 245 (Determining Eligibility for Free and Reduced-Price Meals and Free Milk), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 7 CFR 3052 (Audit Requirements).

**RECITALS**—This Agreement is made with reference to the following:

- Whereas,** The SFA desires the Vendor to provide meals; and
- Whereas,** The Vendor is willing to provide such services to the SFA on a fixed fee basis;
- Therefore,** Both parties hereto agree as follows:

**AGREEMENT**—Now, therefore, in consideration of the foregoing Recitals, which are hereby incorporated and made a part of this Agreement, and in further consideration of the promises set forth below, the SFA and Vendor hereby agree as follows:

Meals will be **delivered to** the SFA at the following address (*street, city, state, zip*) 3003 W. Cleveland Ave. Milwaukee, WI, and 5501 N. 68<sup>th</sup> St. Milwaukee WI at or before scheduled time listed below. *For more than one location, see Attachment B, Additional School Locations.*

*Schedule List days of the week and times meals are required for delivery or pick up.*

All meals and snacks, Breakfast, Lunch and Afterschool supplements must be delivered the day prior to service.

SFA Contact Information		Vendor Contact Information	
Contact Person <i>First &amp; Last Name</i>	Phone <i>Area Code/No.</i>	Contact Person <i>First &amp; Last Name</i>	Phone <i>Area Code/No.</i>
Kadeem Gill	(646) 241-0297		
Email Address	Fax <i>Area Code/No.</i>	Email Address	Fax <i>Area Code/No.</i>
Kgill@rsed.org			
Address <i>Street, City, State, Zip</i>		Address <i>Street, City, State, Zip</i>	
350 Twin Dolphins Drive, #109 Redwood City Ca 94065			

The fixed Price Per Meal listed below is agreed upon by both parties as if no USDA Foods are used:

Breakfast	Extra Carton of Milk	
Price Per Meal	Price Per Carton	
Includes Milk		
<b>Lunch</b>	The Price Per Meal shall also include ( <i>List the ancillary items that are included in the purchase price. For example: delivery, paper plates, plastic flatware, straws, napkins, etc.</i> ): Delivery, Flatware, Napkins, Paper plates/treys	
Price Per Meal		
Includes Milk		
<b>Afterschool</b>	Select one of the following:	
Price Per Meal	<input type="checkbox"/> Vendor will provide staff to prepare/serve meals at the SFA site. Describe staffing arrangement (i.e., staff hours billed separately or included in fixed Price Per Meal) on modifications page.	
Choose an item.	<input checked="" type="checkbox"/> Vendor will <b>not</b> provide staff to prepare/serve meals at the SFA site.	

## A. Agreement Period

The initial agreement period shall be July 1, 2023 to June 30, 2024. Both parties agree to enter into this Agreement for one-year period with the option to renew the Agreement for up to four (4) additional one-year periods by mutual agreement of the SFA and Vendor. Renewal shall be based on customer satisfaction with products, service, and price.

**Annual Escalator Clause:** changes in the per-meal price may be considered by the SFA only at the time of renewal. Any proposed per-meal price changes must be accompanied by documentation supporting such increase. The SFA reserves the right to accept or reject any proposed price changes, in the best interest of the SFA. If the proposed per-meal price changes are accepted, they shall become effective on the first day of the contract renewal period.

In the event of a renewal of the Agreement, the fixed Price Per Meal shall be adjusted annually by the lower of either a cap of three (3) percent or a percentage equal to the minimum percentage increase in the U.S. Bureau of Labor Statistics, Division of Consumer Prices and Price Indexes ("CPI") Food Away From Home, Midwest Region, for the month of December of the current contracted School Year.

## B. The Vendor Agrees to

1. Invoice SFA for unitized meals in accordance with the number of meals requested.
2. Provide the SFA, for approval, a proposed cycle menu for the operational period, at least 5 operating days prior to the beginning of the period to which the menu applies. Any changes to the menu made after SFA approval must be approved by the SFA, and documented on the menu records. Meals must be planned, prepared, and served (if applicable) to meet the USDA meal pattern requirements and nutritional standards as outlined in USDA guidance memorandum and describe on DPI's SNT Menu Planning webpage (link: <https://dpi.wi.gov/school-nutrition/program-requirements/menu-planning>) and outlined on Attachment C, Minimum Food Specifications.
3. Maintain full and accurate records that document:
  - a. the menus were provided to the SFA during the term of this Agreement,
  - b. a listing of all components of each meal,
  - c. an itemization of the quantities of each component used to prepare said meal, and
  - d. providing the SFA with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.

The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the *USDA Food Buying Guide* or child nutrition labels or manufacturers' product information statement when calculating and recording the quantity of food prepared for each meal.

4. Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor of the meal components and quantities itemized in the meal preparation records.
5. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the SFA. Meal count documentation must include the number of meals requested by the SFA.
6. Allow the SFA to increase or decrease the number of meal orders, as needed, when the request is made within 2 days of the scheduled delivery time.
7. Present to the SFA an invoice accompanied by reports which itemizes the previous month's meals delivered to the SFA no later than the 10th day of each month. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon time for meals to be delivered to the SFA, are spoiled, or unwholesome at the time of delivered to the SFA, or do not otherwise meet the meal requirements contained in this Agreement. The Vendor shall pay the SFA the full amount of any meal overclaims which are attributable to the Vendor's negligence, including those overclaims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the SFA for any excess costs the SFA incurs by obtaining meals from another source.
8. Provide the SFA with a copy of a current Wisconsin Restaurant License for the food service facility in which it prepares meals for the National School Lunch Program/School Breakfast Program (NSLP/SBP). The Vendor shall ensure that all health and sanitation requirements of the Wisconsin Food Code are met at all times.
9. Operate in accordance with current NSLP/SBP regulations. The Vendor agrees to comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
10. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
11. Be paid by the SFA for all meals delivered to the SFA in accordance with this Agreement and NSLP/SBP meal pattern requirements. Neither Department of Public Instruction (DPI) nor USDA will assume any liability for payment of differences between the number of meals prepared by Vendor for delivered to the SFA and the number of meals served by the SFA that are not eligible for reimbursement.

12. Make substitutions in the food components of the meal pattern for students with disabilities when the disability is certified by a signed statement from a licensed physician. For nondisabled students who are unable to consume regular meals because of medical or other special dietary need substitutions shall be made on a case-by-case basis when supported by a signed statement from a medical doctor or recognized medical authority, or in the case of a request for a milk substitution, by a medical authority or a parent. There will be no additional charge to the student for such substitutions.
13. Provide access, with or without notice, to all of the Vendor's facilities for purposes of inspection and audit.
14. Nonprogram Foods Requirements: SFAs with Vended Meals Agreements must comply with the nonprogram foods requirements in 7 CFR Part 210.14. Because of the aforementioned regulatory update, the Parties to the Agreement shall agree to the following Agreement changes:

The Vendor shall provide SFA with food cost data it requests in order to determine the SFA's compliance with the revenue from nonprogram foods requirements. The information provided by the Vendor must be sufficient for the SFA to be able to provide specific information about the food service operation and all required products and services they are seeking to procure. For example, essential information includes:

For fixed Price Per Meal contracts, awarded on a per meal basis and with revenues from nonprogram foods sales converted into meal equivalents to which the fixed Price Per Meal is applied, the Vendor will annually provide information on food costs and revenues. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Nonprogram foods include: a la carte; catering; vending; and student stores operated, or any other sales generated through the nonprofit school food service account not already described. This information is used to determine compliance with revenue from nonprogram foods at 7 CFR 201.14(f).

Historical information on the type and value of nonprogram foods and meals to be offered such as other food service operations, for example, catering. When the Vendor will be responsible for providing the SFA with or calculating nonprogram food costs and program revenues for compliance with the 7 CFR Part 210.14(f), the contract must clearly identify this requirement.

### **C. The SFA Agrees to:**

1. Request by telephone no later than 72, an accurate number of meals to be delivered to the SFA each day. Notify the Vendor of necessary increases/decreases in the number of meals ordered within 24 hours of the scheduled delivery time. Errors in meal orders shall be the responsibility of the SFA making the error.
2. Ensure that a SFA representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivered to the SFA. The SFA assures the Vendor that this individual will be trained and knowledgeable in the recordkeeping and meal requirements of the NSLP/SBP, and with local health and safety codes. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the Vendor (if applicable) no later than NA.
3. Notify the Vendor within 5 days of receipt of the next month's proposed cycle menu of any changes, additions, or deletions.
4. Provide the Vendor with information on how to access or a copy of the federal NSLP/SBP meal pattern requirements, the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the NSLP/SBP. The SFA will, within 24 hours of receipt from DPI, advise the Vendor of any changes in the food service requirements.
5. Pay the Vendor by the 45th day of each month the full amount as presented on the monthly itemized invoice. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals delivered to SFA in accordance with the agreement. Neither DPI nor USDA assumes any liability for payment of the difference between the number of meals prepared, delivered by the vendor; and the number of meals served by the SFA that are ineligible for reimbursement.
6. Retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices.
7. Be responsible for loss or damage to equipment owned by the Vendor while in the possession of the SFA.
8. Submit a signed copy of the annual "Vendor Agreement" template or renewal amendment to "Vendor Agreement" to DPI prior to approval of the SFA online contract for participation in NSLP.

### **D. USDA FOODS**

If SFA desires to participate in the USDA Foods Program and the Vendor agrees to use USDA Foods in accordance with federal and state regulations, then both the SFA and Vendor will need to sign the "Addendum to the Vended Meals Agreement for Participation in USDA Foods Program" Attachment H.

### **E. Infant Meals**

When selected in the pricing section of this Agreement, the Vendor shall provide SFA with Infant Meals compliant with applicable meals pattern components and other nutritional requirements as described in USDA memorandum, [SP 01-2018](#), titled "*Updated Infant and Preschool Meal Patterns in the National School Lunch Program and School Breakfast Program; Questions and Answers*"

dated October 19, 2017. In summary, for reimbursable Infant Meals serviced on or after October 1, 2017, the updated Child and Adult Care Food Program (CACFP) meal pattern will replace the meal pattern options for SFAs serving infants and/or children aged 1-5 years old and not yet in kindergarten. The CACFP meal pattern applies to meals served to infants, childcare, preschool, and pre-kindergarten students participating in the NSLP and SBP. Additional pricing and applicable terms and conditions for Infant Meals shall be added to the Agreement by using Attachment A: "Modifications to the DPI's "Vended Meals Agreement" Template".

## F. USDA Nondiscrimination Statement

Both the SFA and the Vendor agree to the following requirements as outlined in the USDA Nondiscrimination Statement below:

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/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.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.

## G. Termination

1. **Mutual Agreement Termination:** With mutual agreement of both parties to this Agreement, upon receipt and acceptance not less than sixty (60) days of written notice, this Agreement may be terminated on an agreed upon date before the end of the agreement period without penalty to either party.
2. **Non-Performance of Agreement and Termination:**
  - a. Except as may be otherwise provided by this Agreement, this Agreement may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.
  - b. The SFA may terminate this Agreement immediately upon written notice to Vendor if the Vendor becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if Vendor loses its license or other ability to provide the required products and services, or if Vendor takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the NSLP/SBP).
  - c. Any agreement termination resulting from any cause other than a Force Majeure event or termination for non-appropriations will be deemed valid reason for not considering any future proposal or bid from the defaulting Vendor.
3. **Termination for Convenience:** The SFA may terminate this agreement prior to the expiration of the term, without cause and without penalty, upon sixty (60) days written notice to the Vendor.
4. **Final Payments:** Upon any termination of this Agreement, the SFA will pay for all meals received up to the effective date of termination. The Vendor shall submit all required reports and other information.

## H. Standard Terms and Conditions

1. **Terms and Conditions:** Vendor must be fully acquainted with terms and conditions relating to the performance of this Agreement. Failure or omission of Vendor to be familiar with existing conditions shall in no way relieve the Vendor of obligation with respect to this agreement.

2. **State and Federally Required Contractual Provisions:** Vendor must have obtained and will continue to maintain during the entire term of this Agreement, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Agreement. In addition, Vendor is responsible to abide by all applicable federal and state laws and policies of DPI and state and local boards of education, as applicable, when providing services under this Agreement.
3. **Equal Employment Opportunity:** Vendor shall comply with Executive Order 11246, Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required, Vendor shall comply with Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by SFA must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The SFAs contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The SFA must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The SFA must report all suspected or reported violations to the Federal awarding agency.
5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the SFA in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall report all violations to the SFA and to the relevant federal or state agency as appropriate.
8. **Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded:** Vendor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or <https://www.epls.gov/> agency. Vendor should consult Executive Orders 12549 and 12689. For additional information, Vendor should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit. The Suspension and Debarment Certification, Attachment E, must be signed by an authorized person and attached to this Agreement.
9. **Lobbying Certification (Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)):** The Vendor must sign the Lobbying Certification, Attachment F, which was attached as an addendum to this Agreement and which is incorporated and made a part of this Agreement. If applicable, the Vendor has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities (Attachment G), or will complete and submit as required in accordance with its instructions included in Attachment G.
10. **Labor and Civil Rights Laws:** Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Vendor’s performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion,

creed, sexual orientation, gender identity, national origin, or disability. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

**11. Clean Air Act and Energy Policy and Conservation Act:** Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Vendor shall report all violations to the SFA and to the relevant federal or state agency as appropriate.

**12. Breach of this Agreement and Remedies:** If Vendor fails to comply with any of the terms and conditions of this Agreement; the SFA has the option to send Vendor a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach.

If there is not a satisfactory resolution at the end of the ten-day Notice to Cure, the SFA has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by SFA of any rights or remedies for any breach by Vendor. SFA expressly reserves all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, the SFA may, at its option, require Vendor to repair or replace, at Vendor's expense, any products or goods, which caused the breach.

In the event of nonconformity, the SFA may, at its option, cancel the Agreement or place the products in the open market after due notice and recover from Vendor the anticipated difference between the market price at the time of replacement and the agreement price. Reason(s) for nonconformity *check all that apply*:

non-delivery       not ready for pickup       partial delivery       late delivery

The remedies of the SFA are cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.

**13. Indemnify and Hold Harmless:** Vendor shall indemnify, defend, and hold harmless the SFA, its directors, officers, employees, and agents from and against all liability, damages, losses, and expenses (including reasonable attorneys' fees and costs) which arise out of Vendor's negligence, breach or other performance of the Agreement, or violation of any law or right of a third party, or that of Vendors' employees, subcontractors, or agents. Vendor will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold harmless the SFA and its directors, officers, employees, and agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under this Agreement.

a. Vendor agrees to notify the SFA by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action, or proceedings.

b. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.

**14. Force Majeure:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**15. Waiver:** No claims or rights arising out of a breach of this Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.

**16. Taxes:** The SFA has tax-exempt status.

**17. Recovered Materials:** To the maximum extent practicable, the Vendor will comply with 2 CFR §200.323, *Procurement of Recovered Materials*, which states the SFA and Vendor in performance of this Agreement must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**18. Domestic preferences for procurements:** To the maximum extent practicable, the Vendor will comply with 2 CFR §200.322, domestic preferences for procurements, which states the following:

a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

- b. For purposes of this section:
- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
19. **Food Laws:** Vendor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. SFA may inspect Vendor’s facilities and vehicles.
20. **Food Recall:** Vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.
21. **Biosecurity:** Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration and under the USDA, Food Safety and Inspection Service.
22. **Independent Price Determination Certification:** The Vendor must sign Independent Price Determination Certificate, Attachment D, which was attached as an addendum to the Agreement and which is incorporated herein by reference and made a part of this Agreement.
23. The Vendor shall comply with all other pertinent state and federal laws.
24. **Records:** Vendor and SFA shall retain all required records for a period of three (3) years after SFA makes final payment and all other pending matters are closed included any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the SFA, representatives DPI, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Surrender to the SFA, upon termination of the Agreement, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.
25. **Duty to Protect:** Vendors shall perform a criminal background check on any of the Vendors employees that will be working at the SFA and disclose results to the SFA.
26. **Insurance:** Vendors shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in Wisconsin. A Certificate of Insurance of the Vendor’s insurance coverage indicating these mounts must be submitted at the time of the award. Complete the information below based on the Vendor’s Certificate of Insurance:
- a. Comprehensive General Liability—includes coverage for:
    - i. Premises—Operations
    - ii. Products—Completed Operations
    - iii. Contractual Insurance
    - iv. Broad Form Property Damage
    - v. Independent Contractors
    - vi. Personal Injury—\$2,000,000 Combined Single Limit
  - b. Automobile Liability—1000000 Combined Single Unit
  - c. Workers’ Compensation-Statutory; Employer’s Liability—\$1,000,000
  - d. Excess Umbrella Liability—\$1,000,000 Combined Single Unit
  - e. The SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The Vendor must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, Workers’ Compensation, and Excess Umbrella.
  - f. The insurance company ensuring the Vendor, shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
27. **Buy American:** Vendor agrees to comply with the Buy American provision for meals sold to the SFA. The Buy American provision requirements as stated in section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring SFAs to purchase, to the maximum extent practicable, domestic commodities or products.
-

This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture. The Buy American provision applies to SFAs located in the 48 contiguous United States and is one of the procurement standards these SFAs must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines:

- “*domestic commodity or product*” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that
- “*substantially*” means over 51% from American products.” Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically.

Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA.

For the purpose of vended meals, the requirement means that products procured by SFAs for use in the Child Nutrition Programs using nonprofit food service account funds, the product’s food component is considered the agricultural commodity. FNS defines food component as one of the food groups, which comprises reimbursable meals.

The food components are meats/meat alternates, grains, vegetables, fruits, and fluid milk. Please refer to 7 CFR 210.2 for full definitions. Any product processed by a winning vendor must contain over 51% of the product’s food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

**The Vendor by signing this Agreement is certifying meals sold to SFA are prepared and processed in the U.S. and contains over 51% of its agricultural food component, by weight or volume, from the U.S.**

If requested by the SFA, state, or federal government, the Vendor will supply evidence supporting compliance with the Buy American provision. Additional clarification regarding the Buy American Provision can be found in USDA Memo [Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program SP 38-2017](#) dated 06/30/17.

In the event a domestic product is not available, the Vendor must:

- Requests consideration from SFA (written documentation require) on the use of domestic alternative foods before approving an exception.
- Document the use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.

Document the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

## 28. Assurance of Civil Rights Compliance

The Vendor and local agency hereby agree that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. 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);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) 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 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.
- x. 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 incorporating this assurance into this Agreement, the Vendor and local agency 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 and local agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA.

**I. General Assurances**

1. **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties.
2. **Sole Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
3. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party’s address or facsimile number as set forth below, or as subsequently modified by written notice.
4. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1) such provision shall be excluded from this Agreement, (2) the balance of the Agreement shall be interpreted as if such provision were so excluded and (3) the balance of the Agreement shall be enforceable in accordance with its terms.
5. **Modifications to DPI Template Agreement.** DPI requires the use of a template “Vended Meals Agreement” when the SFA contracts with an organization to provide meals and related services. The SFA is allowed to make changes to the terms and conditions of the Vended Meals Agreement with approval by DPI. In order to facilitate a process for tracking these changes, DPI requires the SFA to complete Attachment A, “Modifications to DPI’s template: Vended Meals Agreement,” if the SFA decides to modify the terms and conditions of the Vended Meals Agreement template.
6. **Advice of Counsel.** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement. DPI is not a party to any contractual relationship between a SFA and a Vendor. DPI is not obligated, liable, or responsible for any action or inaction taken by a SFA or Vendor based on this Agreement template. DPI’s review of the Agreement is limited to assuring compliance with federal and state procurement requirements. DPI does not review or judge the fairness, advisability, efficiency, or fiscal implications of the Agreement.

SCHOOL AGENCY / VENDOR SIGNATURES	
Name of School Agency’s Authorized Representative	Title
Signature of School Agency’s Authorized Representative  ➤	Date Signed <i>Mo./Day/Yr.</i>  Pick Date
Name of Vendor’s Authorized Representative	Title
Signature of Vendor’s Authorized Representative  ➤	Date Signed <i>Mo./Day/Yr.</i>  Pick Date

# **Attachment A: “Modifications to DPI’s Vended Meals Agreement Template”**

DPI requires the use of a template “Vended Meals Agreement” when the SFA contracts with an organization to provide meals and related services. The SFA is allowed to make changes to the terms and conditions of the Vended Meals Agreement with approval by DPI. In order to facilitate a process for tracking these changes, DPI requires the SFA to complete Attachment A: “Modifications to DPI’s Vended Meals Agreement Template”, if the SFA decides to modify the terms and conditions of the Vended Meals Agreement template.

Any modifications listed below as “Modification Item (#)” will modify the terms and conditions of the Vended Meals Agreement titled, “Vended Meals Agreement: For the National School Lunch and/or School Breakfast Program(s)”.

The SFA wishes to make to following changes *Enter the appropriate section letter, A-I, under section:*

**Modification Item 1**

Section	Subsection(s)	Page No.	Modification

**Modification Item 2**

Section	Subsection(s)	Page No.	Modification

**Modification Item 3**

Section	Subsection(s)	Page No.	Modification

**Modification Item 4**

Section	Subsection(s)	Page No.	Modification

## Additional School Locations

Check box if no additional school locations.

School Name			
Rocketship Southside Community Prep			
Contact Person <i>First and Last Name</i>		Title	
Mariah Galarza		Business Operations Manager	
Street Address		City	State    Zip
3003 W. Cleveland Ave		Milwaukee	WI    53215
Phone <i>Area Code/No.</i>	Fax <i>Area Code/No.</i>	Email Address	
(414) 455-3539		mgalarza@rsed.org	

School Name			
Rocketship Transformation Prep			
Contact Person <i>First and Last Name</i>		Title	
Katie Townsel		Regional Director of Operations	
Street Address		City	State    Zip
5501 N. 68 <sup>th</sup> Street		Milwaukee	WI    53218
Phone <i>Area Code/No.</i>	Fax <i>Area Code/No.</i>	Email Address	
(414) 501-1107	(414) 255-3013	ktownsel@rsed.org	

School Name			
Contact Person <i>First and Last Name</i>		Title	
Street Address		City	State    Zip
Phone <i>Area Code/No.</i>	Fax <i>Area Code/No.</i>	Email Address	

School Name			
Contact Person <i>First and Last Name</i>		Title	
Street Address		City	State    Zip
Phone <i>Area Code/No.</i>	Fax <i>Area Code/No.</i>	Email Address	

## **Minimum Food Specifications**

*To be completed by SFA. DPI does not approve, evaluate, or endorse specifications.*

Examples may include the following listed below.

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

- Beef, lamb, and veal shall be USDA Grade Choice or better
- No pork or pork by-products
- Poultry shall be U.S. Government Grade A
- No shell-fish

**Dairy Products**—All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen eggs, USDA—inspected
- Milk, pasteurized Grade A

**Fruits and Vegetables**

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color—U.S. Grade A Fancy
- Canned fruits and vegetables selected to requirements—U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices)
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better

**Baked Products**

- Bread, rolls, cookies, pies, cakes, and puddings either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements, as applicable

**Staple Groceries**

- Staple groceries to be a quality level commensurate with previously listed standards

Due to student allergies: No Shell-fish, nut, or tree-nut ingredients are servable in our cafeteria.

At a minimum, menu plans must comply with USDA Child Nutrition Programs meal and snack pattern requirements. Resources outlining the requirements can be found on the DPI School Nutrition Team (SNT) Menu Planning and Programs webpages.

SFA requests a minimum of:

- Two daily breakfast options
  - Two daily lunch options, one of which is vegetarian.
  - Flavored milk options at minimum 2x/week
-

# 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 <b>Rocketship Education Wisconsin, Inc.</b>
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A. 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 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 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.

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

1. He or she is the person in the 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 other 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.

### AUTHORIZED REPRESENTATIVE SIGNATURES

**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:

Name of Vendor's Authorized Representative	Title	
Signature of Vendor's Authorized Representative ➤	Date Signed <i>Mo./Day/Yr.</i>	

**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.

Name of School Food Authority's Authorized Representative	Title	
Signature of School Food Authority's Authorized Representative ➤	Date Signed <i>Mo./Day/Yr.</i>	

**NOTE:** Accepting a bid does not constitute award of the contract

## United States Department of Agriculture (USDA) Suspension and Debarment Certification

### Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

#### Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

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

Vendor	Project Title  <b>Awarding of SFA Vended Meals Agreement Project Name</b>
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Name and Title of Authorized Representative(s)

Signature of Authorized Representative

Date Signed *Mo./Day/Yr.*



#### INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. 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. 2 C.F.R. §180.360.
2. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 C.F.R. §180.265
3. The prospective lower tier participant agrees by submitting this proposal 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. 2 C.F.R. §180.305
4. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 2 C.F.R. §180.300.
5. A participant in a covered transaction is responsible for determining whether a prospective participant in a lower tier covered transaction is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction. 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 Non-procurement List (202-786-0688). 2 C.F.R. §180.320.

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. These definitions can be found in Subparts B and I of §180. 2 C.F.R. §180.110.

# Lobbying Certification

Applicable to grants, subgrants, cooperative agreements, and contracts exceeding \$100,000 in federal funds.

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

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Certification Language

SUBMITTING ORGANIZATION SIGNATURE			
Name of Submitting Official	Title		
Name of Organization	Address of Organization <i>Street, City, State, Zip</i>		
Signature of Submitting Official  ➤	Date Signed <i>Mo./Day/Yr.</i>		

# Disclosure of Lobbying Activities

Approved by OMB

Complete this Form to Disclose Lobbying Activities Pursuant To 31 U.S.C. 1352  
(See Next Page for Public Disclosure)

Federal Use Only Authorized for Local Reproduction

<p>1. Type of Federal Action</p> <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	<p>2. Status of Federal Action</p> <input type="checkbox"/> A. Bid/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award	<p>3. Report Type</p> <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change <p><b>For Material Change Only</b></p> <p>Year      Quarter      Date of Last Report <i>Mo./Day/Yr.</i></p>
<p>4. Reporting Entity</p> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee <p>Tier <i>If known</i>      Congressional District <i>If known</i></p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, <i>Enter Name and Address of Prime</i></p> <p>Name of Prime      Address of Prime <i>Street, State, City, Zip</i></p>	
<p>7. Federal Department/Agency</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number <i>If known</i></p>	<p>9. CFDA Number <i>If applicable</i></p>	<p>10. Award Amount: <i>If known</i></p>
<p>10 a. Name and Address of Lobbying Entity <i>If individual, last name, first name, MI</i></p>	<p>10 b. Individual Performing Services <i>Last name, first name, MI and include address if different than No. 10 a.</i></p>	
<p>11. Amount of Payment <i>Check all that apply</i></p> <input type="checkbox"/> Actual <i>Specify amount</i> _____ <input type="checkbox"/> Planned <i>Specify amount</i> _____	<p>12. Type of Payment <i>Check all that apply</i></p> <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 <i>Specify:</i> _____	
<p>13. Form of Payment: <i>Check all that apply</i></p> <input type="checkbox"/> Cash <i>Specify nature</i> _____ <input type="checkbox"/> Planned <i>Specify value</i> _____		

### SIGNATURE

Information requested through this form is authorized by Title 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.

	Name of Lobbyist
	Title of Lobbyist
	Telephone <i>Area Code/No.</i>
	Signature of Sponsoring Organization Representative
	➤
	Date Signed <i>Mo./Day/Yr.</i>



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DESCRIPTION OF SERVICES PERFORMED
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Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or member(s) contracted for payment indicated in Item 11.

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**Attachment G (cont'd)****Instructions for Completion of Disclosure of Lobbying Activities Form**

This disclosure form shall 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 Title 31 U.S.C. Section 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 a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (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, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Sub-awardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if 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. 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.
  - a. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
  - b. 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.
11. 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.
12. Check the appropriate box. Check all boxes that apply. If other, specify nature.
13. 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.
14. Check whether Continuation Sheets are enclosed.
15. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

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

## Addendum to the Vended Meals Agreement for Participation in USDA Foods Program

This is an addendum to the "Vended Meals Agreement" for the purpose of participation in the USDA Foods Program. By signing this addendum to the "Vended Meals Agreement for Participation in the USDA Foods Program," SFA and Vendor, as defined in the Vended Meals Agreement agree to the following:

### USDA Foods

1. Any USDA Foods received (when the foods arrive at the SFA's kitchen, SFA's storage facility, or Vendor storage facility in either raw form or in processed end products) by the SFA and made available to the Vendor must accrue solely to the benefit of USDA Child Nutrition programs if applicable, and shall be fully utilized therein. The Vendor shall have records available to substantiate that the full value of all USDA Foods is used solely for the benefit of the SFA.
2. The SFA shall retain title to all USDA Foods.
3. USDA Foods allocated to the SFA will be delivered to and utilized by the Vendor equitably for lunches served to students at the SFA.
4. **Vendor Responsibility**—the Vendor will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable. This will include but is not limited by the following;
  - a. The Vendor must credit the SFA for the value of all USDA Foods received for use in the SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a);
  - b. The Vendor must credit the SFA for all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SFA account.
  - c. The Vendor shall provide the method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA Foods has been credited;
  - d. The Vendor shall use the USDA Foods values as posted on DPI's USDA Foods website including the value of bonus USDA Foods;
  - e. The Vendor shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250;
  - f. The Vendor will use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the SFA's food service;
  - g. The 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;
  - h. The Vendor will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;
  - i. The Vendor will comply with the storage and inventory requirements for USDA Foods;
  - j. The Vendor will ensure that its system of inventory management will not result in the SFA being charged for USDA Foods;
  - k. The Vendor will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b);
  - l. The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods;
  - m. The Vendor shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA shall consult with the Vendor in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA;
  - n. The Vendor shall account for all USDA Foods separately from purchased foods. The Vendor is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods. Failure by the Vendor to maintain the required records under this agreement shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
  - o. Vendor shall order only those USDA Foods that can be incorporated into its meals.

**Attachment H (cont'd)**

5. **USDA Foods Handling Charges**
- The SFA's monthly USDA Foods handling charges [including storage, delivery (if applicable), administration and processing fees (if applicable)] will be deducted by DPI from the SFA's monthly Federal reimbursement.
  - The Vendor is responsible for USDA Foods handling charges and must reimburse the SFA monthly for USDA Foods handling charges.
6. **Year-End Reconciliation**
- A year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the Vendor during the fiscal year. The SFA reserves the right to conduct USDA Foods credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250.
  - If SFA is participating in direct diversion processing or cheese processing, based on actual bulk USDA Foods received, it may be necessary for the Vendor to make compensation adjustments to the SFA at the end of the school year. The SFA is responsible for assuring adjustments are made.
7. **Procurement of USDA Foods**—the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or SFA processing agreements, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.
8. **Access to Records**—the distributing agency, sub-distributing agency, or SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the Vendors food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA Foods.
9. **Renewal of Agreement**—extensions or renewals of the agreement, if applicable, are contingent upon the fulfillment of all agreement provisions relating to USDA Foods.
10. **Termination of Vended Meals Agreement**—upon termination of this Vended Meals Agreement, SFA must conduct a contract-end reconciliation to ensure and verify correct and proper credit has been received for the actual value of all USDA Foods received by the Vendor. The value of USDA Foods shall be based on the USDA Foods values as posted on DPI's USDA Foods website. If SFA has received the actual value of all USDA Foods received by the Vendor, no additional compensation is required from the Vendor.

If SFA has not received the actual value of all USDA Foods received by the Vendor at contract termination date, the Vendor must provide compensation to SFA. Compensation must be either financial or return of unused USDA Foods, as determined by SFA. If the SFA terminates the Agreement without cause, or if the Vendor terminates the Agreement with cause, the SFA bears the cost of transferring/removal of all remaining USDA Foods from the Vendor. If the SFA terminates the Agreement with cause, or if the Vendor terminates the Agreement without cause, the Vendor bears the cost of transferring/removal of all remaining USDA Foods.

**CERTIFICATION SIGNATURES**

**I CERTIFY** by signing and dating this Addendum, SFA and Vendor agree to the terms and conditions as described herein.

Name of Vendor's Authorized Representative		Title	
Signature of Vendor's Authorized Representative ➤		Date Signed <i>Mo./Day/Yr.</i>	
Name of SFA's Authorized Representative		Title	
Signature of SFA's Authorized Representative ➤		Date Signed <i>Mo./Day/Yr.</i>	