

This Amendment No. 2 to Contract No. Food Service Management Contract is entered into and between the Local Educational Agency (LEA) Three Rivers School District and Food Service Management Company (FSMC) Compass Group USA, Inc. by and through Chartwells Division (herein referred to as the "Parties").

This Amendment is effective July 1, 2022 (date) and thereafter, unless otherwise amended. All other terms and conditions contained in the Base Contract shall remain unchanged and in full force and effect.

In consideration of the promises contained herein and for other goods and valuable consideration, the Parties hereto agree as follows:

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by **[brackets]**).

A. 1.3 Term of the Agreement. The initial term of this Agreement commences on July 1, 2022, and continues until June 30, 2023. This Agreement is subject to a maximum of two (2) additional one (1) year renewals upon the written consent of both parties, unless terminated earlier as provided in the General Terms and Conditions. Extensions or renewals are contingent upon the fulfillment of all Contract provisions related to USDA Foods.

B. 6.1 Billing for Fixed Price Per Meal (**Fill in last year's prices** along with adding new prices.)

SBP

Breakfast **[\$2.105]** \$2.2502 per meal
Meal Equivalents **[\$2.105]** \$2.2502 per meal based on \$4.1475 rate

NSLP

Lunch **[\$2.105]** \$2.2502 per meal
Snack **[\$2.105]** \$2.2502 per snack
Meal Equivalents **[\$2.105]** \$2.2502 per meal based on \$4.1475 rate

SFSP

Breakfast **[\$2.105]** \$2.2502 per meal
Lunch **[\$2.105]** \$2.2502 per meal
Snack **[\$2.105]** \$2.2502 per snack

C. Section 6.7. This Section is deleted in its entirety and replaced with the following:

Guaranteed Subsidy. The FSMC guarantees that the bottom line of the operational financial report (exclusive of the cost of equipment repairs, maintenance, replacements, and smallwares) for the 2022-2023 school year will reflect a loss no greater than \$259,000.00. If the actual bottom line (exclusive of the cost of equipment repairs, maintenance, replacements, and smallwares) results in a loss of greater than this amount, the FSMC will reduce its fee by the difference between the actual and the guaranteed amount, but in no event shall the reimbursement obligation exceed \$50,000.00. The Guaranteed Subsidy and the FSMC's reimbursement obligation are based on the following conditions and assumptions. The Guaranteed Subsidy to the SPONSOR shall be reduced to account for increased cost or loss of revenue by FSMC if the following conditions are not met during the school year:

CONDITIONS:

- The continuing accuracy of information provided by the SPONSOR in the RFP, including value of USDA foods; cash and/or reimbursement levels from State and Federal sponsors;

the number of students eligible for free and reduced price meals; and selling price of menu pattern meals and a la carte prices.

- Student on-site full-time enrollment of at least 4,465 and annual serving days for such students of at least 144.
- No changes in legislation or regulation (e.g., minimum wages, fringe and benefits, taxes, unionization, etc.) that would impact cost of FSMC to provide the services.
- No strikes, work stoppages or school closings, and all make-up days due to inclement weather shall have at least equal sales revenue as a normal day of operation.
- Service hours, service requirements, type and number of facilities selling food and/or beverages on SPONSOR premises remain constant throughout the school year. SPONSOR shall limit the expansion of competitive food sales.
- SPONSOR direct expenses will not exceed \$0.00, labor and benefit costs will not exceed \$1,293,974.
- Any capital commitments are utilized as proposed.
- There will be no bad debts, including losses from uncollectible accounts.

Nondiscrimination. 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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter 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;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Except as expressly amended above, all other terms and conditions of original Contract are still in full force and effect. FSMC certifies that the representations, warranties, and certification contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Fill In Food Service Management Company Name

Authorized Signature:	Title:	Date:
Print Signature		

Fill In Local Education Agency Name:

Authorized Signature:	Title:	Date:
--------------------------	--------	-------

Attachment A: MINIMUM FOOD SPECIFICATIONS

Summer Food Service Program Meal Pattern

Food Components	Breakfast	Lunch or Supper	Snack ¹ (Choose two of the four)
Milk			
• Milk, fluid	1 cup (8 fl oz) ²	1 cup (8 fl oz) ³	1 cup (8 fl oz) ²
Vegetables and/or Fruits			
• Vegetable(s) and/or fruit(s), or full-strength vegetable or fruit juice	½ cup	¾ cup total ⁴	¾ cup
• An equivalent quantity of any combination of vegetables(s), fruit(s), and juice	½ cup (4 fl oz)		¾ cup (6 fl oz)
Grains and Breads⁵			
• Bread	1 slice	1 slice	1 slice
• Cornbread, biscuits, rolls, muffins, etc.	1 serving	1 serving	1 serving
• Cold dry cereal	¾ cup or 1 oz ⁶		¾ cup or 1 oz ⁶
• Cooked pasta or noodle product	½ cup	½ cup	½ cup
• Cooked cereal or cereal grains or anequivalent quantity of any combination of grains/breads	½ cup	½ cup	½ cup
Meat and Meat Alternates (Optional)			
• Lean meat or poultry or fish or alternate protein product ⁷	1 oz	2 oz	1 oz
• Cheese	1 oz	2 oz	1 oz
• Eggs	½ large egg	1 large egg	½ large egg
• Cooked dry beans or peas	¼ cup	½ cup	¼ cup
• Peanut butter or soynut butter or other nut or seed butters	2 tbsp	4 tbsp	2 tbsp
• Peanuts or soynuts or tree nuts or seeds, or yogurt, plain or sweetened and flavored	1 oz	1 oz= 50% ⁸	1 oz
• An equivalent quantity of any combination of the above meat/meat alternates	4 oz or ½ cup	8 oz or 1 cup	4 oz or ½ cup

For the purpose of this table, a cup means a standard measuring cup.

¹ Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.

² Shall be served as a beverage, or on cereal, or use part of it for each purpose.

³ Shall be served as a beverage.

⁴ Serve two or more kinds of vegetable(s) and or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

⁵ All grain/bread items must be enriched or whole grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole grain meal or flour.

⁶ Either volume (cup) or weight (oz) whichever is less.

⁷ Must meet the requirements in Appendix A of the SFSP regulations.

⁸ No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.

Attachment A (continued): MINIMUM FOOD SPECIFICATIONS

**Infant Meal Pattern Requirements
Child and Adult Care Food Program
EFFECTIVE OCTOBER 1, 2021**

- Infants should be fed on demand when they show hunger signals
- Sponsors must offer to at least one reimbursable iron-fortified infant formula (IFIF)
- The tables below list minimum serving sizes to meet meal pattern requirements

Abbreviations: Fl. oz. = Fluid Ounces Oz. eq. = Ounce Equivalent Oz. = Ounce (weight) Tbsp. = Tablespoon

Breakfast, Lunch, and Supper:

Food Components and Food Items	Birth – 5 Months	6 – 11 Months
Breast Milk¹ or Iron-Fortified Infant Formula (IFIF)^{1,2}	4-6 fl. oz.	6-8 fl. oz.
Fruit or Vegetable^{3,4} or a combination of both		0-2 Tbsp.
Iron-Fortified Infant Cereal (IFIC)^{5,6} or Meat/Meat Alternates (M/MA)³ , including Meat, fish, poultry, whole eggs, cooked beans/peas, or Cheese, or Cottage Cheese, or Yogurt ⁷		0 – ½ oz. eq. (0-4 Tbsp.) 0-4 Tbsp. 0-2 oz. 0-4 oz. or ½ cup 0-4 oz. or ½ cup

Note: Iron-Fortified Infant Cereal (IFIC) is the only Grain item that is allowed at Breakfast, Lunch, and Supper. Infants that do not consume IFIC can be served a M/MA item instead.

Snack:

Food Components and Food Items	Birth – 5 Months	6 – 11 Months
Breast Milk¹ or Iron-Fortified Infant Formula (IFIF)^{1,2}	4-6 fl. oz.	2-4 fl. oz.
Fruit or Vegetable^{3,4} or a combination of both		0-2 Tbsp.
Iron-Fortified Infant Cereal (IFIC)^{5,6} or Breads, Crackers, or Ready-to-Eat (RTE) Cereals^{5,6,8} Bread, Tortilla, or Biscuit, or Waffle, Pancake, or English Muffin, or Savory Crackers, or Sweet Crackers, or RTE Cereals, Flakes or Rounds ⁹ , or RTE Cereals, Puffs ⁹		0 – ½ oz. eq. (0-4 Tbsp.) 0 – ½ oz. eq. 14 grams 17 grams 6 grams 7 grams 7 grams or 4 Tbsp. or ¼ cup 7 grams or 5 Tbsp. or ⅓ cup

Note: Breads, crackers, and RTE cereals are only allowed at Snack. M/MAs can be served as a bonus item only.

¹ Breast milk or IFIF, or portions of both must be served. Serving breast milk, when available, is considered a best practice for infants from birth through 11 months.

² All infant formula must be FDA-regulated and iron-fortified with 1 mg of iron or more per 100 calories of formula.

³ A serving of this component is required once an infant is developmentally ready for solid foods. A combination of different food items within the component is allowed.

⁴ Fruit and vegetable juices, including 100% juices, are not allowed for infants.

⁵ All infant cereal must be iron-fortified (IFIC).

⁶ Grains must be one of the following: enriched meal/flour or whole grain-rich. Ounce equivalent serving sizes will be used to determine the quantity of creditable grains starting October 1, 2021. One ounce equivalent serving size is equal to one serving size. For more sample serving sizes on creditable infant Grains, refer to the [Feeding Infants Using Ounce Equivalents for Grains Worksheet](#).

⁷Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Refer to the Yogurt Sugar Limit Wallet Card.

⁸Grain-based desserts do not count towards meeting the Grains component requirement.

⁹Breakfast cereals must be whole grain-rich, fortified, or enriched, and contain no more than 6 grams of sugar per dry ounce (no more than 21 grams Total Sugars per 100 grams of dry cereal). Refer to the Cereal Sugar Limit Wallet Card and the WIC Cereal List.

Additional Resources: [Feeding Infants in the Child and Adult Care Food Program \(USDA\)](#)

CACFP Meals for Children 1 - 18 years

Child and Adult Care Food Program

EFFECTIVE OCTOBER 1, 2021

Breakfast¹: Serve all 3 components for a reimbursable Breakfast²

Food Components and Food Items	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ³
Fluid Milk⁴	4 fl oz (½ cup)	6 fl oz (¾ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
Vegetables, Fruits, or portions of both⁵	¼ cup	½ cup	½ cup	½ cup
Grains⁶, using ounce equivalent (oz. eq.)⁷	½ oz. eq.	½ oz. eq.	1 oz. eq.	1 oz. eq.
Bread, Biscuit, or Roll	14 grams	14 grams	28 grams	28 grams
Waffle, Pancake, Croissant	17 grams	17 grams	34 grams	34 grams
Oatmeal and other cooked cereal grains ⁸	¼ cup cooked	¼ cup cooked	½ cup cooked	½ cup cooked
Cereal, Ready-to-Eat Flakes or Rounds ⁸	½ cup	½ cup	1 cup	1 cup
Cereal, Ready-to-Eat Granola ⁸	⅛ cup	⅛ cup	¼ cup	¼ cup
Cereal, Ready-to-eat Puffed ⁸	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup

Snack¹: Select 2 of the 5 components for a reimbursable snack⁹

Food Components and Food Items	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ³
Fluid Milk⁴	4 fl oz (½ cup)	6 fl oz (¾ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
Meat or Meat Alternate (M/MA)	½ oz. eq.	½ oz. eq.	1 oz. eq.	1 oz. eq.
Cheese	½ oz.	½ oz.	1 oz.	1 oz.
Peanut butter or other nut/seed butters	1 Tbsp.	1 Tbsp.	2 Tbsp.	2 Tbsp.
Yogurt (including soy yogurt) ¹⁰	2 oz. (¼ cup)	2 oz. (¼ cup)	4 oz. (½ cup)	4 oz. (½ cup)
Vegetables⁵	½ cup	½ cup	¾ cup	¾ cup
Fruits⁵	½ cup	½ cup	¾ cup	¾ cup
Grains⁶, using ounce equivalent (oz. eq.)⁷	½ oz. eq.	½ oz. eq.	1 oz. eq.	1 oz. eq.
Bread, Biscuit, or Roll	14 grams	14 grams	28 grams	28 grams
Cracker, Graham (about 5" by 2½")	14 grams/ 1 cracker	14 grams/ 1 cracker	28 grams/ 2 crackers	28 grams/ 2 crackers
Crackers (various)	11 grams	11 grams	22 grams	22 grams

Lunch or Supper¹: Serve all 5 components for a reimbursable Lunch or Supper¹¹

Food Components and Food Items	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ³
Fluid Milk⁴	4 fl oz (½ cup)	6 fl oz (¾ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
Meat or Meat Alternate (M/MA)	1 oz. eq.	1 ½ oz. eq.	2 oz. eq.	2 oz. eq.

Lean meat, poultry, or fish	1 oz. eq.	1 ½ oz. eq.	2 oz. eq.	2 oz. eq.
Tofu ¹²	2.2 oz. or ¼ c	3.3 oz. or ⅜ c	4.4 oz. or ½ c	4.4 oz. or ½ c
Cheese	1 oz.	1 ½ oz.	2 oz.	2 oz.
Large egg	½ egg	¾ egg	1 egg	1 egg
Cooked dry beans/peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or other nut/seed butters	2 Tbsp.	3 Tbsp.	4 Tbsp.	4 Tbsp.
Peanuts, soy nuts, tree nuts, or seeds (may only credit up to 50% M/MA)	½ oz. = 50%	¾ oz. = 50%	1 oz. = 50%	1 oz. – 50%
Vegetables^{5, 13, 14}	⅛ cup	¼ cup	½ cup	½ cup
Fruits⁵	⅛ cup	¼ cup	¼ cup	¼ cup
Grains⁶, using ounce equivalent (oz. eq.)⁷	½ oz. eq.	½ oz. eq.	1 oz. eq.	1 oz. eq.
Bread, Biscuit, or Roll	14 grams	14 grams	28 grams	28 grams
Pasta, Rice, or Grits	14 grams dry/ ¼ cup cooked	14 grams dry/ ¼ cup cooked	28 grams dry/ ½ cup cooked	28 grams dry/ ½ cup cooked
Tortilla, Soft, Flour or Corn	14 grams	14 grams	28 grams	28 grams

CACFP Meals for Children 1-18 Years

- ¹ Water must be offered to children throughout the day. Water is not part of a reimbursable meal and may not be served instead of fluid milk.
- ² All three components must be served for a reimbursable breakfast. Meat and Meat Alternates (M/MA) may be used to meet the entire grains component requirement a maximum of three times a week at breakfast. One ounce equivalent of M/MA is equal to one ounce equivalent of Grains. [Offer Versus Serve](#) is an option only for At-Risk Afterschool Sponsors.
- ³ Larger portion sizes than specified may need to be served to children ages 13 through 18 years old to meet their nutritional needs.
- ⁴ [Milk type served](#) must be unflavored whole milk for children one year of age (12-23 months). Milk must be unflavored low-fat (1%) or unflavored fat-free (skim) for children 2-5 years of age. Milk must be unflavored low-fat (1%) or fat-free (skim) milk or flavored fat-free (skim) milk for children 6 years old and older.
- ⁵ Pasteurized 100% juice may only be used to meet the vegetable or fruit requirement one time per day.
- ⁶ At least one serving of grains per day must be whole-grain rich across all meals and snacks served at each site. [Grain-based desserts](#) do not count towards meeting the Grains component requirement.
- ⁷ Ounce equivalent serving sizes will be used to determine the quantity of creditable grains starting October 1, 2021. One ounce equivalent serving size is equal to one serving size. See [Exhibit A](#) for comparisons between the previous serving sizes and ounce equivalents. For more sample serving sizes and an explanation of ounce equivalent measurements, refer to the '[Using Ounce Equivalents for Grains in the CACFP Worksheet.](#)'
- ⁸ Breakfast cereals must be whole grain-rich, fortified, or enriched, and contain no more than 6 grams of sugar per dry ounce (no more than 21 grams Total Sugars per 100 grams of dry cereal). Refer to the Cereal Sugar Limit Wallet Card and the WIC Cereal List.
- ⁹ Only one of the two required components for snack may be a beverage. Offer versus serve is not an option for snack.
- ¹⁰ Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Refer to the Yogurt Sugar Limit Wallet Card.
- ¹¹ All five components must be served for a reimbursable lunch and/or supper. [Offer Versus Serve](#) is an option only for At-Risk Afterschool Sponsors.
- ¹² Tofu must contain at least 5 grams of protein for every 2.2 oz (¼ cup) serving.
- ¹³ Lunch and supper must include one Fruit and one Vegetable OR two Vegetables. When two Vegetables are served, two different kinds of vegetables must be served.
- ¹⁴ Leafy greens, such as lettuce or spinach, only credit for half of the volume served. ½ cup of spinach will credit for ¼ cup of Vegetables.

Attachment A (continued): MINIMUM FOOD SPECIFICATIONS

CACFP Meals for Adults in Care

Child and Adult Care Food Program

EFFECTIVE OCTOBER 1, 2021

Breakfast: Serve all 3 components for a reimbursable Breakfast¹

Food Components and Food Items	Minimum Serving Sizes
Fluid Milk²	8 fl. oz. (1 cup)
Vegetables, Fruits, or portions of both³	½ cup
Grains⁴, using ounce equivalent (oz. eq.)⁵	2 oz. eq.
Bread, Biscuit, or Roll	56 grams
Waffle, Pancake, Croissant	68 grams
Oatmeal and other cooked cereal grains ⁶	1 cup cooked
Cereal, Ready-to-Eat Flakes or Rounds ⁶	2 cups
Cereal, Ready-to-Eat Granola ⁶	½ cup
Cereal, Ready-to-eat Puffed ⁶	2 ½ cups

Snack: Select 2 of the 5 components for a reimbursable snack⁷

Food Components and Food Items	Minimum Serving Sizes
Fluid Milk²	8 fl. oz. (1 cup)
Meat or Meat Alternate (M/MA)	1 oz. eq.
Cheese	1 oz.
Cottage Cheese	2 oz. or ¼ cup
Peanut butter or other nut/seed butters	2 Tbsp.
Yogurt (including soy yogurt) ⁸	4 oz. (½ cup)
Vegetables³	½ cup
Fruits³	½ cup
Grains⁴, using ounce equivalent (oz. eq.)⁵	1 oz. eq.
Bread, Biscuit, or Roll	28 grams
Cracker, Graham (about 5" by 2½")	28 grams/ 2 crackers
Crackers (various)	22 grams

Lunch or Supper: Serve all 5 components for a reimbursable Lunch or Supper⁹

Food Components and Food Items	Minimum Serving Sizes
Fluid Milk^{2,10}	8 fl. oz. (1 cup)
Meat or Meat Alternate (M/MA)	2 oz. eq.
Lean meat, poultry, or fish	2 oz. eq.
Tofu ¹¹	4.4 oz. or ½ c
Cheese	2 oz.
Large egg	1 egg
Cooked dry beans/peas	½ cup
Peanut butter or other nut/seed butters	4 Tbsp.

Peanuts, soy nuts, tree nuts, or seeds (may only credit up to 50% M/MA)	1 oz. – 50%
Vegetables^{3, 12, 13}	½ cup
Fruits³	½ cup
Grains⁴, using ounce equivalent (oz. eq.)⁵	2 oz. eq.
Bread, Biscuit, or Roll	56 grams
Pasta, Rice, or Grits	56 grams dry/1 cup cooked
Tortilla, Soft, Flour or Corn	56 grams

CACFP Meals for Adults

- ¹ All three components must be served for a reimbursable breakfast. Meat and Meat Alternates (M/MA) may be used to meet the entire grains component requirement a maximum of three times a week at breakfast. One ounce equivalent of M/MA is equal to one ounce equivalent of Grains. [Offer Versus Serve](#) is an option.
- ² [Milk type served](#) must be unflavored low-fat (1%) or fat-free (skim) milk, or flavored fat-free (skim) milk for adult participants. For adult CACFP participants, 6 ounces (weight) or $\frac{3}{4}$ cup (volume) yogurt may be used to meet the equivalent of 8 ounces fluid milk once per day when yogurt is not served as a meat alternate in the same meal. Water is recommended at meals or snacks when yogurt is substituted for milk. Refer to the ODE [CNP Meal Accommodations and Modifications](#) page for more information on Nutritionally Equivalent Milk Substitutes and Medically-Required Accommodations.
- ³ Pasteurized 100% juice may only be used to meet the vegetable or fruit requirement one time per day.
- ⁴ At least one serving of grains per day must be whole-grain rich across all meals and snacks served at each site. [Grain-based desserts](#) do not count towards meeting the Grains component requirement.
- ⁵ Ounce equivalent serving sizes will be used to determine the quantity of creditable grains starting October 1, 2021. One ounce equivalent serving size is equal to one serving size. See [Exhibit A](#) for comparisons between the previous serving sizes and ounce equivalents. For more sample serving sizes and an explanation of ounce equivalent measurements, refer to the '[Using Ounce Equivalents for Grains in the CACFP Worksheet](#).'
- ⁶ Breakfast cereals must be whole grain-rich, fortified, or enriched, and contain no more than 6 grams of sugar per dry ounce (no more than 21 grams Total Sugars per 100 grams of dry cereal). Refer to the Cereal Sugar Limit Wallet Card and the WIC Cereal List.
- ⁷ Only one of the two required components for snack may be a beverage. Offer versus serve is not an option for snack. ⁸ Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Refer to the Yogurt Sugar Limit Wallet Card. ⁹ All five components must be served for a reimbursable lunch and/or supper. [Offer Versus Serve](#) is an option.
- ¹⁰ Fluid milk is optional at supper only for adult participants.
- ¹¹ Tofu must contain at least 5 grams of protein for every 2.2 oz ($\frac{1}{4}$ cup) serving.
- ¹² Lunch and supper must include one Fruit and one Vegetable OR two Vegetables. When two Vegetables are served, two different kinds of vegetables must be served.
- ¹³ Leafy greens, such as lettuce or spinach, only credit for half of the volume served. $\frac{1}{2}$ cup of spinach will credit for $\frac{1}{4}$ cup of Vegetables.

Grain Requirements For Child Nutrition Programs^{1, 2}

Color Key: Footnote 5 = Blue, Footnote 3 or 4 = Red

Group A	Ounce Equivalent (oz eq) for Group A	Minimum Serving Size for Group A
Bread type coating Bread sticks (hard) Chow Mein noodles Savory Crackers (saltines and snack crackers) Croutons Pretzels (hard) Stuffng (dry) <i>Note: weights apply to bread in stuffng</i>	1 oz eq = 22 gm or 0.8 oz 3/4 oz eq = 17 gm or 0.6 oz 1/2 oz eq = 11 gm or 0.4 oz 1/4 oz eq = 6 gm or 0.2 oz	1 serving = 20 gm or 0.7 oz 3/4 serving = 15 gm or 0.5 oz 1/2 serving = 10 gm or 0.4 oz 1/4 serving = 5 gm or 0.2 oz
Group B	Ounce Equivalent (oz eq) for Group B	Minimum Serving Size for Group B
Bagels Batter type coating Biscuits Breads - all (for example sliced, French, Italian) Buns (hamburger and hot dog) Sweet Crackers ⁵ (graham crackers - all shapes, animal crackers) Egg roll skins English muffns Pita bread Pizza crust Pretzels (soft) Rolls Tortillas Tortilla chips Taco shells	1 oz eq = 28 gm or 1.0 oz 3/4 oz eq = 21 gm or 0.75 oz 1/2 oz eq = 14 gm or 0.5 oz 1/4 oz eq = 7 gm or 0.25	1 serving = 25 gm or 0.9 oz 3/4 serving = 19 gm or 0.7 oz 1/2 serving = 13 gm or 0.5 oz 1/4 serving = 6 gm or 0.2 oz
Group C	Ounce Equivalent (oz eq) for Group C	Minimum Serving Size for Group C
Cookies ³ (plain - includes vanilla wafers) Cornbread Corn muffns Croissants Pancakes Pie crust (dessert pies ³ , cobbler ³ , fruit turnovers ⁴ , and meats/meat alternate pies) Waffles	1 oz eq = 34 gm or 1.2 oz 3/4 oz eq = 26 gm or 0.9 oz 1/2 oz eq = 17 gm or 0.6 oz 1/4 oz eq = 9 gm or 0.3 oz	1 serving = 31 gm or 1.1 oz 3/4 serving = 23 gm or 0.8 oz 1/2 serving = 16 gm or 0.6 oz 1/4 serving = 8 gm or 0.3 oz
Group D	Ounce Equivalent (oz eq) for Group D	Minimum Serving Size for Group D
Doughnuts ⁴ (cake and yeast raised, unfrosted) Cereal bars, breakfast bars, granola bars ⁴ (plain) Muffns (all, except corn) Sweet roll ⁴ (unfrosted) Toaster pastry ⁴ (unfrosted)	1 oz eq = 55 gm or 2.0 oz 3/4 oz eq = 42 gm or 1.5 oz 1/2 oz eq = 28 gm or 1.0 oz 1/4 oz eq = 14 gm or 0.5 oz	1 serving = 50 gm or 1.8 oz 3/4 serving = 38 gm or 1.3 oz 1/2 serving = 25 gm or 0.9 oz 1/4 serving = 13 gm or 0.5 oz

¹ In the NSLP and SBP (grades K-12), at least half of the weekly grains offered must meet the whole grain-rich criteria and the remaining grain items offered must be made from whole-grain flour, whole-grain meal, corn masa, masa harina, hominy, enriched flour, enriched meal, bran, germ, or be an enriched product, such as enriched bread, or a fortified cereal. Please note: State agencies have the discretion to set stricter requirements than the minimum nutrition standards for school meals. For additional guidance, please contact your State agency. For all other Child Nutrition Programs, grains must be made from whole-grain flour, whole-grain meal, corn masa, masa harina, hominy, enriched flour, enriched meal, bran, germ, or be an enriched product, such as enriched bread, or a fortified cereal. Under the CACFP child and adult meal patterns, and in the NSLP/SBP preschool meals, at least one grain serving per day must meet whole grain-rich criteria.

² For the NSLP and SBP (grades K-12), grain quantities are determined using ounce equivalents (oz eq). All other Child Nutrition Programs determine grain quantities using grains/breads servings. Beginning Oct. 1, 2021, grain quantities in the CACFP and NSLP/SBP infant and preschool meals will be determined using oz eq. Some of the following grains may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

3 Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered a grain-based dessert and cannot count towards the grains component in CACFP or NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

4 Allowable in NSLP (up to 2.0 oz eq grain-based dessert per week for grades K-12) as specified in §210.10. May count towards the grains component in SBP (grades K-12) and at snack and breakfast meals in SFSP. Considered a grain-based dessert and cannot count towards the grains component in the CACFP and NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

5 Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10. May count toward the grains component in the SBP (grades K-12), CACFP, NSLP/SBP infant and preschool meals, and SFSP.

Group E	Ounce Equivalent (oz eq) for Group E	Minimum Serving Size for Group E
Cereal bars, breakfast bars, granola bars ⁴ (with nuts, dried fruit, and/or chocolate pieces) Cookies ³ (with nuts, raisins, chocolate pieces and/or fruit purees) Doughnuts ⁴ (cake and yeast raised, frosted or glazed) French toast Sweet rolls ⁴ (frosted) Toaster pastry ⁴ (frosted)	1 oz eq = 69 gm or 2.4 oz 3/4 oz eq = 52 gm or 1.8 oz 1/2 oz eq = 35 gm or 1.2 oz 1/4 oz eq = 18 gm or 0.6 oz	1 serving = 63 gm or 2.2 oz 3/4 serving = 47 gm or 1.7 oz 1/2 serving = 31 gm or 1.1 oz 1/4 serving = 16 gm or 0.6 oz
Group F	Ounce Equivalent (oz eq) for Group F	Minimum Serving Size for Group F
Cake ³ (plain, unfrosted) Coffee cake ⁴	1 oz eq = 82 gm or 2.9 oz 3/4 oz eq = 62 gm or 2.2 oz 1/2 oz eq = 41 gm or 1.5 oz 1/4 oz eq = 21 gm or 0.7 oz	1 serving = 75 gm or 2.7 oz 3/4 serving = 56 gm or 2 oz 1/2 serving = 38 gm or 1.3 oz 1/4 serving = 19 gm or 0.7 oz
Group G	Ounce Equivalent (oz eq) for Group G	Minimum Serving Size for Group G
Brownies ³ (plain) Cake ³ (all varieties, frosted)	1 oz eq = 125 gm or 4.4 oz 3/4 oz eq = 94 gm or 3.3 oz 1/2 oz eq = 63 gm or 2.2 oz 1/4 oz eq = 32 gm or 1.1 oz	1 serving = 115 gm or 4 oz 3/4 serving = 86 gm or 3 oz 1/2 serving = 58 gm or 2 oz 1/4 serving = 29 gm or 1 oz
Group H	Ounce Equivalent (oz eq) for Group H	Minimum Serving Size for Group H
Cereal Grains (barley, quinoa, etc.) Breakfast cereals (cooked) ^{6,7} Bulgur or cracked wheat Macaroni (all shapes) Noodles (all varieties) Pasta (all shapes) Ravioli (noodle only) Rice	1 oz eq = 1/2 cup cooked or 1 ounce (28 gm) dry	1 serving = 1/2 cup cooked or 25 gm dry
Group I	Ounce Equivalent (oz eq) for Group I	Minimum Serving Size for Group I
Ready to eat breakfast cereal (cold, dry) ^{6,7}	1 oz eq = 1 cup or 1 ounce for flakes and rounds 1 oz eq = 1.25 cups or 1 ounce for puffed cereal 1 oz eq = 1/4 cup or 1 ounce for granola	1 serving = 3/4 cup or 1 oz, whichever is less

3 Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered a grain-based dessert and cannot count towards the grains component in CACFP or NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

4 Allowable in NSLP (up to 2.0 oz eq grain-based dessert per week for grades K-12) as specified in §210.10. May count towards the grains component in SBP (grades K-12) and at snack and breakfast meals in SFSP. Considered a grain-based dessert and cannot count towards the grains component in the CACFP and NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

6 Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP; breakfast served in the SBP, and meals served to children ages 1 through 5 and adult participants in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

7 In the NSLP and SBP, cereals that list a whole grain as the first ingredient must be fortified, or if the cereal is 100 percent whole grain, fortification is not required. For all Child Nutrition Programs, cereals must be whole-grain, enriched, or fortified; cereals served in CACFP and NSLP/SBP infant and preschool meals must contain no more than 6 grams of sugar per dry ounce.

ATTACHMENT B
Certificate of Independent Price Determination

Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

NAME OF FOOD SERVICE MANAGEMENT COMPANY NAME OF LOCAL EDUCATIONAL AGENCY

- (A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Food Service Management Company certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE TITLE DATE

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

SIGNATURE OF LEA AUTHORIZED REPRESENTATIVE TITLE DATE

ATTACHMENT C

Clean Air and Water Certificate

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate.

NAME OF FOOD SERVICE MANAGEMENT COMPANY NAME OF LOCAL EDUCATIONAL AGENCY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE

SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE DATE

ATTACHMENT D
Certification Regarding Lobbying Disclosure of Lobbying Activities
(Complete the form that is applicable.)

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

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

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

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

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

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

ATTACHMENT D (Continued)
DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action: _____</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: _____</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: _____</p> <p>a. initial filing b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of Last Report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>	
<p>Congressional District, if known:</p>		<p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p>	
<p>8. Federal Action Number, if known:</p>	<p>CFDA Number, if applicable: _____</p>	
<p>10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle)</p>		
<p>11. Amount of Payment (check all that apply): \$ _____ _____ Actual _____ Planned</p>	<p>12. Type of payment (check all that apply): _____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other; specify: _____</p>	
<p>13. Form of Payment (check all that apply): _____ a. cash _____ b. in-kind; specify: Nature _____ Actual _____</p>	<p>14. Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____</p>	
<p>15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>		<p align="center">Attach Continuation Sheet(s) SF-LLL-A (if necessary)</p>
<p>Federal Use Only:</p>		<p align="center">Authorized for Local Reproduction Standard Form -- LLL</p>

ATTCHMENT D (Continued)
DISCLOSURE OF LOBBYING ACTIVITIES

Reporting Entity: _____ **Page** _____ **of** _____

ATTACHMENT D (Continued)

CONTINUATION SHEET SF-LLL-A

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment 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. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.

ATTACHMENT E

Debarment and Suspension and Other Responsibility Matters Primary Covered Transactions

2 CFR 200.213- Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(Before completing certification, read instructions on next page.)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

Business Name: _____

Date: _____

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to 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.
4. The terms “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.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that 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 Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.