

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

INTER-AGENCY AGREEMENT

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of *Lake Superior College* (hereinafter "MnSCU") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the Independent School District # 709, Adult Basic Education (hereinafter " STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES

- a. STATE AGENCY'S DUTIES. The STATE AGENCY shall:
Provide adult basic education services to Lake Superior College Integrated Manufacturing students on an hourly basis 10 weeks in the Fall '17 semester and Spring '18 semester at the Downtown site. Structured as 'Drop-In" time for Math, and Reading remediation done within the context of Manufacturing
- b. MnSCU'S DUTIES. MnSCU shall: provide the space and necessary classroom equipment to allow the contractor to do the work as well as the necessary coordination with instructors, support staff and administration.

2. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by Adult Basic Education, I.S.D. 709 pursuant to this Agreement shall be paid by the Minnesota Advanced Manufacturing Partnership grant and Lake Superior College as follows:

Fifty five and 00/100 Dollars (\$55.00) an hour for four (4) hours per week for ten (10) weeks per each semester (Fall 2017, Spring 2018) for a total not to exceed eight thousand (\$8,000.) dollars. Upon the successful completion and acceptance of instructional duties, with invoices sent at the end of each semester for hours documented and completed

The final invoice to be presented to Lake Superior College no later than June 15, 2018.

- b. Terms of Payment. Payment shall be made by Lake Superior College 30 days after Adult Basic Education, I.S.D. # 709 has presented invoices for services performed to Lake Superior College.
3. CONDITIONS OF PAYMENT. All services provided by ISD # 709, Adult Basic Education pursuant to this Agreement shall be performed to the satisfaction of Lake Superior College, as determined at the sole discretion of its Authorized Representative.
4. TERMS OF AGREEMENT. This agreement shall be effective August 21, 2017, or upon the date that the final required signature is obtained by the ISD #709, Adult Basic Education, whichever occurs later, and shall remain in effect until June 30, 2018, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION. This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. AUTHORIZED REPRESENTATIVES.

- a. The STATE AGENCY'S Authorized Representative for the purposes of administration of this Agreement is:

Name and Title: Doug Hasler, CFO/Executive Director Business Services, I.S.D. 709
Address: 215 North First Avenue East
Telephone: 218.336.8704
E-Mail: douglas.hasler@isd709.org
Fax: 218.336.8773

- b. MnSCU'S Authorized Representative for the purpose of administration of the Agreement is:

Name and Title: Michael Seymour, Vice President of Student and Academic Affairs
Address: 2101 Trinity Road
Telephone: 218.733.7628
E-Mail: Michael.seymour@lsc.edu
Fax:

Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. ASSIGNMENT. Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.
8. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

9. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

a. Lake Superior College shall own all rights, title and interest in all of the materials conceived or created by Adult Basic Education, Independent School District #709, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

I.S.D. #709, Adult Basic Education assigns to Lake Superior College all rights, title and interest to the MATERIALS. Adult Basic Education, Independent School District #709 shall, upon request of Lake Superior College, execute all papers and perform all other acts necessary to assist Lake Superior College to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this Agreement by Adult Basic Education, ISD # 709, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to Lake Superior College by Adult Basic Education, Independent School District #709, its employees and any subcontractors and Adult Basic Education, Independent School District #709, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of Lake Superior College obligations under this Agreement without the prior written consent of the REQUESTING AGENCY'S Authorized Representative.

b. ISD # 709, Adult Basic Education represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

11. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.

12. FERPA. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

13. OTHER PROVISIONS. none

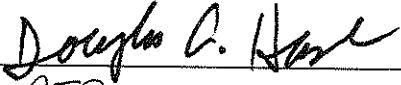
The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED:

1. STATE AGENCY

ISD #709, Adult Basic Education

By (authorized signature)

Title CFD
Date 8/24/17

2. VERIFIED AS TO ENCUMBRANCE

By (authorized signature)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION

By (authorized college/university/system office initiating agreement)
Title
Date

Child and Adult Care Food Program Contract for Vended Meals

A Center that participates in the U.S. Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP) must meet CACFP requirements for meals that will be claimed for CACFP reimbursements, as specified in this contract.

I. Purpose and Authority

This contract, between Center: St. Michael's Lakeside Early Learning

Center's Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor ID Number:

and Vendor: ISD 709

authorizes that Vendor will provide meals to Center in accordance with this contract and federal CACFP regulations at 7 Code of Federal Regulations (CFR) 226, for the period of _____ through _____.

Vendor will provide the meals to the Center's site(s) listed below, or on an attached list.

Site Name	Address	CLiCS Site Number (if known)
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<u>SMLSEL</u>	<u>4628 Pitt St Duluth</u>	<u>53804</u>
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Center will notify Vendor with 5 days' notice of changes to sites.

II. Meals

A. Vendor will provide the following meal types:

- Breakfast Lunch Snack Supper Extra Milk
 At-Risk Afterschool Snack At-Risk Afterschool Supper

If more than one site, indicate any differences between sites in the meal types provided:

- B. Vendor will provide meals that meet CACFP meal pattern requirements in accordance with 7 CFR 226. Vendor has attached to this contract the menus that were used in solicitation of this contract. Effective October 1, 2017, Vendor will provide meals that meet the revisions to the USDA meal pattern requirements that are effective beginning October 2017. Menus may be adjusted as needed by mutual agreement of the parties. Vendor may not subcontract for the total meal, with or without milk, or for the assembly of the meal.

Meals provided will meet these menu planning requirements (check all applicable):

- C. CACFP Meal Pattern(s)

Breakfast Lunch/Supper Snack

- D. School Nutrition Programs Meal Pattern(s)*

Breakfast Lunch

*If Vendor is a school that participates in School Nutrition Programs, Vendor may provide meals meeting the age-appropriate standards in 7 CFR 210 (school lunch) and/or 220 (school breakfast). The School Nutrition Programs "Offer vs. Serve" provision may not be used when serving meals to preschool age children but may be used for school-age children when serving meals that meet School Nutrition Programs standards.

- C. Vendor will provide meal substitutions for disabled participants who provide a statement from a licensed physician, physician assistant or advanced practice registered nurse such as a certified nurse practitioner, that they are unable to consume the regular Program meals due to their disability. The statement must identify how the disability affects the participant's diet, the food or foods to be omitted from the participant's diet, and the food or choice of foods that must be substituted.

Center will pay the regular meal charges for meals with substitutions or modifications unless other charges or adjustments are specified in Section IV(A). Participants with disabilities may not be charged any fees for modifications or substitutions.

- D. Vendor will also provide:
(Indicate items such as condiments, eating utensils, paper items, extra milk, and transportation containers, if applicable. If more than one site, indicate any differences between sites.)

- E. Vendor will provide:

Unitized meals.

Bulk quantities, accompanied by written instructions on planned portion size of each food component to meet meal pattern requirements.

If checked here, Vendor will serve meals. Vendor will **not** count the number of meals to be claimed for reimbursement.

Other:

III. Ordering and Delivering

- A. Center or Center's sites will notify Vendor in advance of the number of meals needed. Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

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

- B. Vendor will deliver meals as described. Include time(s) for each site. (For each meal service, indicate time that meal will be delivered, or picked up by Center. If more than one site, indicate for each site.) Describe here, or reference here to attached information.

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

IV. Meal Charges and Billing

A. Center will pay the following charges for meals.

Breakfast \$ N/A
Snack \$ N/A
Lunch \$ 3.00/child
Supper \$ N/A

Meals (check one) include milk do not include milk

If applicable, indicate charges for extra milk, adult meals, adjustments to meals to accommodate special dietary needs, or other. Describe here, or reference here to attached information.

Center will pay Vendor for ordered meals that meet CACFP meal requirements including health and sanitation standards in Section VI, and are delivered in accordance with the contract.

B. Describe when Vendor will bill Center (for example weekly or monthly) and when payment is due:

NOTE: Neither the Minnesota Department of Education (MDE) nor the U.S. Department of Agriculture assumes any liability for payment of meal charges.

V. Recordkeeping and Availability of Records

- A. Vendor agrees to maintain full and accurate records, which Center requires to meet its responsibility for claiming reimbursements through the Child and Adult Care Food Program. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal.
- B. At the end of each month, Vendor will submit copies of the records of menus and numbers of meals furnished to Center. Vendor will submit copies of food production records to Center upon request.
- C. Vendor agrees that books and records pertaining to Vendor's food service fund will be made available to Center upon request and agrees to retain all records for inspection and audit by representatives of Center, Minnesota Department of Education, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.
- D. Vendor will cooperate in studies and evaluations conducted by or on behalf of USDA related to programs authorized under the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966.

VI. Health and Sanitation

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

VII. Center Control of Food Service

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

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming CACFP reimbursement from the Minnesota Department of Education.
- B. Ensure that the food service operation is in conformance with Center's agreement with the Minnesota Department of Education to participate in CACFP.
- C. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- D. Maintain all applicable health certifications for Center and ensure that state and local health regulations are being met by Vendor, if Vendor prepares or serves meals at a Center facility.
- E. Monitor meals to ensure the food service is in conformance with program regulations.
- F. Retain signature authority on the agreement with the Minnesota Department of Education. Retain signature authority for the annual application and monthly claims by electronically submitting required information to the Minnesota Department of Education.
- G. Prepare contract for vended meals documents.
- H. Review, approve or deny, and if applicable verify CACFP Household Income Statements.

VIII. Additional Vendor Responsibilities

Vendor agrees to comply with the following. As applicable, incorporated into this contract by reference.

- A. If contract exceeds \$100,000: Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 United States Code (USC) 3701 – 3708) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5).
- B. If contract exceeds \$150,000: All applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 USC 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251 – 1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency (EPA).

IX. Nonperformance or Noncompliance

In cases of nonperformance or noncompliance on the part of Vendor, Vendor will pay Center for any excess costs which Center may incur by obtaining meals from another source. Center will notify Vendor (and surety company if performance bond is in effect) of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, Center may negotiate another contract (or request surety company to provide another Vendor). The defaulting Vendor is liable for any difference in price between the original price and the new contract price.

Indicate here any additional requirements regarding nonperformance or noncompliance, or any bonding requirements:

X. Termination

Either party may terminate this contract for cause by notice in writing as described: (The number of days required for notice of termination, which may not exceed 60 days, must be stated.) The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

XI. Contract Renewals

This contract may be renewed up to four times, not to exceed a total of five years, by mutual agreement of Center and Vendor. The contract may not automatically renew. Renewal of the contract is contingent upon the fulfillment of all contract provisions. The CACFP Renewal of Contract for Vended Meals form, available from MDE, will be used to renew the contract. Prices will be adjusted from the previous year's prices by a percentage not to exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Food Away From Home in the Midwest Region. The change in the index will be measured by the calendar year preceding the contract effective date, unless a different time period is specific here:

XII. Summer Food Service Program (Optional)

Vendor agrees to provide meals for the Summer Food Service Program (SFSP), in accordance with federal regulations at 7 CFR 225 and other SFSP requirements, if Center participates in the SFSP during the original contract term or during any contract renewal, unless otherwise stated below. If non-unitized meals (bulk foods) will be provided, MDE waives the SFSP requirement to provide unitized meals. Center will pay for SFSP meals provided by Vendor using the same payment structure used for CACFP meals.

XIII. Vendor Certification Statements

Check one:


- The contract amount is expected to be less than \$100,000. The following certifications are attached to this contract: (1) Independent Price Determination Certificate (signed by Vendor and SFA) and (2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions (signed by Vendor).
- The contract amount is expected to be \$100,000 or more. In addition to the two certifications listed above, a Certification Regarding Lobbying (signed by Vendor) and, if applicable, a Disclosure of Lobbying Activities (signed by Vendor) are attached to this contract.

XIV. Additional Provisions at Option of Center and Vendor

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

Signatures

Center Name: St Michael's Lakeside Early Learning

Authorized Representative:  Christopher McElahan

Title: St. Michael's Catholic Church Parish Administrator

Signature of Authorized Representative: 

Date: 8/18/17

Vendor Name: ISO 709

Authorized Representative: Douglas A. Hasler

Title: CEO / Executive Director of Business Services

Signature of Authorized Representative: 

Date: 8/18/17

Child Meal Patterns for the Child and Adult Care Food Program

Breakfast	1 and 2	3 – 5	6 – 12
Fluid Milk¹	½ cup	¾ cup	1 cup
Vegetable or Fruit or Juice²	¼ cup	½ cup	½ cup
Grains/Breads³ Whole Grain, Bran, Germ or Enriched	½ serving	½ serving	1 serving
Cold Dry Cereal Whole Grain, Bran, Germ Enriched or Fortified	¼ cup (or 1/3 oz)	1/3 cup (or ½ oz)	¾ cup (or 1 oz)
Cooked: Cereal, Rice, Pasta or Noodles	¼ cup	¼ cup	½ cup

Snack Select two of the four components⁴	1 and 2	3 – 5	6 – 12
Fluid Milk¹	½ cup	½ cup	1 cup
Vegetable or Fruit or Juice²	½ cup	½ cup	¾ cup
Meat or Meat Alternate	½ ounce	½ ounce	1 ounce
Grains/Breads³	½ serving	½ serving	1 serving

Lunch/Supper	1 and 2	3 – 5	6 – 12
Fluid Milk¹	½ cup	¾ cup	1 cup
Meat or Poultry or Fish or Alternate Protein Products ⁵	1 ounce	1 ½ ounces	2 ounces
or Cheese	1 ounce	1 ½ ounces	2 ounces
or Cottage Cheese, Cheese Food/Spread	2 ounces	3 ounces	4 ounces
or Egg	½ egg	¾ egg	1 egg
or Cooked Dry Beans or Peas	¼ cup	3/8 cup	½ cup
or Peanut or Soynut or Sunflower Seed Butter	2 tablespoons	3 tablespoons	4 tablespoons
or Peanuts, Soynuts, Tree Nuts or Seeds⁶	½ ounce	¾ ounce	1 ounce
or Yogurt⁷	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup
Vegetables and/or Fruits/Juice² (Two or more servings of different vegetables and/or fruits)	¼ cup total	½ cup total	¾ cup total
Grains/Breads³	½ serving	½ serving	1 serving

¹Milk served must be low-fat (one percent) or non-fat (skim) for children two years and older.

²Fruit or vegetable juice must be full-strength (100 percent).

³Breads and grains must be made from whole-grain or enriched meal or flour.

⁴For snack, juice may not be served when milk is served as the only other component. Also two food items from the same component cannot be served at snack.

⁵Alternate protein products must meet requirements in Appendix A of 7 CFR Part 226.

⁶Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.

⁷Yogurt may be plain or flavored, unsweetened, or sweetened – commercially prepared.

Afterschool Snack Meal Pattern

Select two of the four components for a reimbursable snack.

Food Components and Food Items ¹	Children Ages 1 and 2	Children Ages 3-5	Children Ages 6-12 ¹
Milk Fluid milk	4 fl. oz. (1/2 cup)	4 fl. oz. (1/2 cup)	8 fl. oz. (1 cup)
Vegetable or Fruit ^{2, 9} Juice ^{2, 9} , fruit, and/or vegetable	1/2 cup	1/2 cup	3/4 cup
Grains/Breads ^{3, 4} Bread or Cornbread or biscuit or roll or muffin or Cold dry cereal ⁴ or Cooked cereal grains or Cooked pasta or noodles	1/2 slice 1/2 serving 1/4 cup or 1/3oz. ⁴ 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2oz. ⁴ 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1oz. ⁴ 1/2 cup 1/2 cup
Meat/Meat Alternate ^{5, 6, 7} Lean meat or poultry or fish ⁵ or Alternate protein products ⁶ or Cheese or Egg (large) or Cooked dry beans or peas or Peanut or other nut or seed butters or Nuts and/or seeds ⁷ or Yogurt ⁸	1/2 oz. 1/2 oz. 1/2 oz. 1/2 large egg 1/8 cup 1 Tbsp 1/2 oz. ⁷ 2 oz. or 1/4 cup	1/2 oz. 1/2 oz. 1/2 oz. 1/2 large egg 1/8 cup 1 Tbsp 1/2 oz. ⁷ 2 oz. or 1/4 cup	1 oz. 1 oz. 1 oz. 1/2 large egg 1/4 cup 2 Tbsp 1 oz. 4 oz. or 1/2 cup

¹ Children age 12 and older may be served larger portions based on their greater food needs. They may not be served less than the minimum quantities listed in this column.

² Full strength vegetable and/or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice.

³ Grains/Breads must be whole-grain or enriched, or made from whole-grain or enriched flour or meal that may include bran and/or germ. Cereal must be whole-grain, enriched, or fortified.

⁴ Either volume (cup) or weight (oz.), whichever is less.

⁵ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁶ Alternate protein products must meet requirements in Appendix A of 7 CFR Part 210.

⁷ Nuts and seeds are not recommended for children under three years of age because choking may occur.

⁸Yogurt may be plain or flavored, unsweetened, or sweetened – commercially prepared.

⁹Juice may not be served when milk is the only other component at snack.

Independent Price Determination Certificate

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

ISD 709
Name of Food Service Management Company

St Michael's Catholic Church
Name of Sponsoring Organization

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

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

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

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

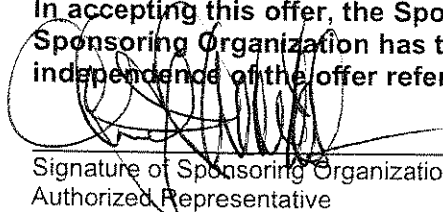
To the best of my knowledge, this Offerer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction,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


Signature of Food Service Management Company's
Authorized Representative

CFO
Title

8/18/17
Date

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


Signature of Sponsoring Organization's
Authorized Representative

Sara Adams
Title

5/23/17
Date

Instructions for Certification Regarding Debarment Form

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

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

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

(Read instructions on previous page before completing Certification.)

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

Vendor Name: ISD 709

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative:

Signature: 

Date: 8/18/17

Certification Regarding Lobbying

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

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

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

Vendor Name: ISD 709

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative:

Signature: Joseph A. Ham Date 8/18/17