

School Nutrition Programs Renewal of Contract for Vended Meals School Year 2019-20

Upon mutual agreement of the School Nutrition Programs (SNP) school food authority (SFA) and the Vendor, a SNP Contract for Vended Meals may be renewed for subsequent one-year terms after the original contract. Program regulations (7 CFR 210.16) allow a contract to be renewed up to four times (total of five years). State law for public schools (Minnesota Statutes section 123B.52) allows an SNP Contract for Vended Meals to follow the federal rule for up to four renewals if federal program requirements are met.

This template must be used for contract renewal, without change to any provisions except for inserting required information. No material changes may be made to the original contract.

1. Definitions

"SFA" refers to the school food authority that is contracting for the meals and will claim the meals for SNP reimbursements.

SFA: Harbor City International School

SFA's Cyber-Linked Interactive Child Nutrition System (CLICS) Identification Number: 1000005760

"Vendor" refers to the company, school or other organization providing meals to the SFA:

Vendor: Duluth School District/ISD #709

"Original contract" refers to the first year of the contract, which started on 9/1/2012

2. Renewal of Contract

SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. The contract may be renewed a maximum of four times (a total of five years including the original contract).

This is the 7th year of the contract, counting the original contract and all renewals.

Start Date for Renewed Contract: 9/3/19 End Date for Renewed Contract: 6/5/2020

3. Adjustments to Contract

SFA and Vendor agree to the terms of the original Contract for Vended Meals, as adjusted here, for the term of the renewed contract.

a. Financial Terms

SFA will pay the fixed meal prices specified in the original contract, as adjusted here. Vendor will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices. For each meal service, the table below shows the 2018-19 meal price, the mutually agreed percentage increase, and the 2019-20 meal price (rounded to the nearest whole cent). The percentage increase may not exceed 2.5 percent (the increase in the cost of Food Away from Home from the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, for the 12 months ending December 2018.)

SFA and Vendor mutually agree to the 2019-20 meal prices shown below:

Meal Type	2018-19 Price	Percentage Increase	2019-20 Price
Unitized Meal	\$ 3.25	<u>2.5</u> %	\$ 3.33
	\$	_____ %	\$
	\$	_____ %	\$

b. Non-Financial Terms

Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made without rebidding.

Describe any adjustments to non-financial terms here: _____

4. USDA Foods

If Vendor will use USDA Foods in the preparation of meals at its commercial facility, Vendor is a processor of USDA Foods as defined in federal regulations (7 CFR 250.3). Vendor acknowledges that it will be required to enter into an In-State Processing Agreement with the Minnesota Department of Education or, if Vendor operates in multiple states, a National Processing Agreement with the U.S. Department of Agriculture, and to comply with the terms of the processing agreement.

Vendor will credit SFA for the cash value of USDA Foods received for use. Costs to Vendor of receiving and using USDA Foods are included in the fixed meal charges. Vendor will not charge any fees, or request reimbursement of any costs, related to USDA Foods.

SFA confirms that it has fully received credits for USDA Foods for school year 2018-19 or at a minimum for school year 2017-18 before renewing the contract for 2019-20, as documented on the Reconciliation of Credits for USDA Foods form or other documentation.

5. Termination

SFA or Vendor may terminate this contract for cause as allowed in the original contract. The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

6. Summer Food Service Program (If applicable)

Meal Patterns: Vendor will provide SFSP meals that meet the requirements for the following meal patterns:

- Summer Food Service Meal Pattern
- Child and Adult Care Food Program Meal Pattern for Children Ages 1-6
- Child and Adult Care Food Program Meal Pattern for Infants
- National School Lunch and Breakfast Programs Meal Patterns

Unitized Meals: Vendor will provide unitized meals for all SFSP sites unless the box below is checked to request MDE approval of non-unitized / bulk meal service for one or more sites.

- Vendor will provide non-unitized meals for SFSP, with instructions on the planned portion size for each food component. MDE's approval of SFA's SFSP application approves SFA for a waiver from the SFSP requirement to provide unitized meals.
- Offer versus Serve (OVS): One or more sites receiving bulk food will use the OVS provision when serving SFSP meals. SFA and Vendor will coordinate regarding OVS requirements.

7. Vendor Certification Statements

Total estimated contract payments during the renewal year are: \$ 24,500

Check one:

- The contract amount is expected to be less than \$100,000. A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions (signed by Vendor) is attached to this contract.
- The contract amount is expected to be \$100,000 or more. In addition to the certification 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.

SIGNATURES

SFA Name: Harbor City International School

Name of SFA's Authorized Representative: Tim Tydlacka

Title: Executive Director

Signature of Authorized Representative: [Signature]

Date: 10/18/19

Vendor Name: Duluth School District/ISD #709

Name of Vendor's Authorized Representative: Catherine Erickson

Title: CFO/Director of Business Services

Signature of Authorized Representative: [Signature]

Date: _____

Vendor Contact: Pamela Bowe, R.D.L.D.

Title: Food Service Director

Phone: 218-336-8707

Email: pamela.bowe@isd709.org

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 data on the federal System for Award Management website (EPLS).
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 Doing Business with Other Persons.

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: Duluth School District/ISD #709

Award Number or Project Name: National School Lunch Program

Name of Authorized Vendor Representative: Catherine Erickson

Title: CFO/Business Manager

Signature: *Catherine Erickson*

Date: 10-7-19

CERTIFICATION REGARDING LOBBYING

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

1. No federally 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: Duluth School District / ISD # 709

Award Number or Project Name: National School Lunch Program

Name of Authorized Vendor Representative: Catherine Erickson

Title: CEO

Signature: Catherine Erickson

Date: 10-7-19