

## FOOD SERVICE VENDOR AGREEMENT

### BETWEEN

### ISD 698 FLOODWOOD SCHOOL AND POLAR CUBS CHILDCARE CENTER

1. **Parties.** This Agreement is made and entered into by and between Polar Cubs Childcare Center (hereinafter “PCCC”) and ISD 698 Floodwood School, (hereinafter “District”), whose address is 115 W 4<sup>th</sup> Ave, Floodwood, MN 55736.
2. **Purpose.** District shall provide meals to PCCC in accordance with this contract and federal CACFP regulations at 7 Code of Federal Regulations (CFR) 226.
3. **Term.** This Agreement shall commence upon **September 1<sup>st</sup>, 2024** and shall remain in effect for 1 year until a renewal agreement is reached for the following year. **Start date pending start date of the daycare.**
4. **Termination.**
  - A. Either party may terminate this contract with/without cause, upon ten (10) days prior written notice.
  - B. Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date.
5. **Ordering and Delivering.**
  - A. PCCC will notify the Districts Food Manager of meal counts Monday morning for the next week’s food service needs.
  - B. PCCC will notify District food service manager the morning of food service to confirm any changes in food count or needs by mutually decided upon time frame.
  - C. The District will prepare and deliver the meals to the internal shared door by the District and PCCC daily.
  - D. Meals will be served Monday-Friday on the PCCC days of operation at mutually agreed upon times.
  - E. Meals will be delivered in bulk quantities, accompanied by instructions on planned portion size and number of portions contained in each bulk container. In addition, the District will provide appropriate scoop, spoon or ladle equal to the planned portion size for assurance of proper serving size.
6. **Health and Sanitation.**
  - A. The District agrees that state and local health and sanitation requirements will be met at all times. The District will meet all state and local health regulations that apply to

- vendor facilities and any other facilities in which meals are prepared. The District will maintain applicable health certifications for facilities where meals are prepared.
- B. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

#### **7. Party Requirements.**

- A. The District shall supply:
- a. Meals with a milk
  - b. Serving spoons and serving trays
  - c. All labor needed to complete food service will be provided solely by the School District staff.
- B. PCCC shall supply:
- a. Plates and eating utensils
  - b. Hot Boxes for food storage/transport
  - c. 1-2 carts for transporting food and dishes
  - d. PCCC shall have staff available to receive meals at the agreed upon times at the internal shared door.

#### **8. Meal Charges and Billing.**

- A. PCCC will pay the following charges for meal services by the 15<sup>th</sup> of each month for the previous month's service.

Breakfast: \$2.25 per meal w/milk

Lunch: \$3.50 per meal w/milk

Labor: \$1,358.11 Billed monthly

Please refer to exhibit A for a sample billing.

PCCC will pay the District for ordered meals that meet CACFP meal requirements including health and sanitation standards in Section 6 and are delivered in accordance with the contract.

#### **9. Substitutions and Modifications for Medical or Special Dietary Needs.**

- A. The District will provide meal substitutions for participants with a disability or allergy 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

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Title

## Exhibit A

### Example Billing:

Remit To:

Independent School District NO 698  
115 West 4<sup>th</sup> Avenue  
PO Box 287  
Floodwood MN 55736

Bill To:

Polar Cubs Childcare Center  
115 West 4<sup>th</sup> Avenue  
Floodwood MN 55736

1. Monthly Labor Cost for September	\$1,358.11
2. September Breakfasts Served 330 @ \$2.25	\$742.50
3. September Lunches Served 330 @ \$3.50 (15 meals for 22 days)	\$1,155.00

Invoice Total:

\$3,255.61



## Independent Price Determination Certificate

Both the Vendor (Offerer) and the Sponsoring Organization shall execute this Independent Price Determination Certificate.

ISD 698 Floodwood School

Name of Vendor

Polar Cubs Childcare Center

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 Vendor's Authorized Representative

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Title

\_\_\_\_\_  
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 Sponsoring Organization's  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
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: <https://sam.gov/content/home>.
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 are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor Name: ISD 698 Floodwood School

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

Name and Title of Authorized Representative: Susan Hoeft, Superintendent

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



## 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 698 Floodwood School

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

Name and Title of Authorized Representative: Susan Hoeff

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