

This Amendment No. 1 to Contract No. Food Service Management Contract ("Base 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, 2021 (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 underling and deleted language is indicated by [brackets].

A. 1.3 Term of the Agreement. The initial term of this Agreement commences on July 1, 2021, and continues until June 30, 2022 This Agreement is subject to a maximum of four (4) 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 [2.030] \$2.105 per meal
Meal Equivalentents [2.030] \$2.105 per meal based on \$3.70 rate

NSLP

Lunch [2.030] \$2.105 per meal
Snack [2.030] \$2.105 per snack
Meal Equivalentents [2.030] \$2.105 per meal based on \$3.70 rate

C. 2.2 Responsibilities of FSMC.

L. The FSMC agrees to use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods as specified in 7 CFR Part 250.53.

D. 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 2021-2022 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.

Summer Food Service Program (SFSP)

Additional Requirements, if applicable (*LEA must mark through this entire section if not applicable*).

- A. The LEA shall be responsible for determining eligibility of all SFSP sites.
- B. Bonding requirements.
Performance bonds (when the SFSP portion of the contract exceeds \$150,000):
FSMC must obtain a performance bond in the amount of \$ 0 (not less than 10 percent or no more than 25 percent of the value of the awarded contract) which shall be from a surety company listed in the current Department of the Treasury Circular 570. The performance bond must be furnished within ten (10) days after execution of this Amendment. Performance bonds shall be held for the duration of this Amendment including any renewals of the Base Contract.
- C. The LEA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two (2) weeks of the citation.
- D. The FSMC must comply with the cycle menu developed by the LEA for the SFSP (Attachment A "Summer Food Service Program Menus"). The LEA shall approve any changes in the menus no later than two (2) weeks prior to service after the initial cycle has been used.
- E. The LEA shall maintain responsibility for submitting SFSP claims for reimbursement and comply with 7 CFR Part 225.15(a) which requires that sponsors operate the food service in accordance with the provisions of 7 CFR Part 225; any instructions and handbooks issued by FNS under 7 CFR Part 225 and any instructions and handbooks issued by the State agency which are not inconsistent with the provisions of 7 CFR Part 225.

Payment: Payment for meals provided under this section II: *SFSP* of the Amendment will be inclusive of the Base Contract and all expenditures and fees quoted therein, and the fixed price per meal shall be:

The SFSP Fixed Price per Meal:

• Breakfast.....	\$ 2.105
• Lunch.....	\$ 2.105

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](http://www.ascr.usda.gov/complaint_filing_cust.html), (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: _____
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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 an equivalent 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

CACFP Meal Pattern Requirements—Children (Age 1 through 12)

EFFECTIVE THROUGH SEPTEMBER 30, 2017

The meal must contain, at a minimum, each of the components listed in at least the amounts indicated for the specific age group in order to qualify for reimbursement.

	Age 1 and 2	Age 3 through 5	Age 6 through 12 ⁱ
BREAKFAST			
1. Milk, fluid ^d	1/2 cup	3/4 cup	1 cup
2. Juice ^a , fruit, or vegetable or Fruit(s) or vegetable(s)	1/4 cup	1/2 cup	1/2 cup
3. Grains/Breads ^b :			
Bread	1/2 slice	1/2 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. ^b	1/2 serving	1/2 serving	1 serving
Cereal:			
Cold dry	1/4 cup or 1/3 oz ^c	1/3 cup or 1/2 oz ^c	3/4 cup or 1 oz ^c
Hot cooked	1/4 cup total	1/4 cup	1/2 cup
Cooked pasta or noodle products	1/4 cup	1/4 cup	1/2 cup
LUNCH OR SUPPER			
1. Milk, fluid ^d	1/2 cup	3/4 cup	1 cup
2. Meat or meat alternate:			
Meat, poultry, fish, cheese	1 oz	1+1/2 oz	2 oz
Alternate protein products ^g	1 oz	1+1/2 oz	2 oz
Yogurt, plain or flavored, unsweetened or sweetened	4 oz or 1/2 cup	6 oz or 3/4 cup	8 oz or 1 cup
Egg	1/2 egg	3/4 egg	1 egg
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup
Peanut butter or other nut or seed butter	2 Tbsp	3 Tbsp.	4 Tbsp
Peanuts or soynuts or tree nuts or seeds	1/2 oz = 50% ^d	3/4 oz = 50% ^d	1 oz = 50% ^d
3. Vegetable and/or fruit ^e (at least two)	1/4 cup total	1/2 cup total	3/4 cup total
4. Grains/Breads ^b :			
Bread	1/2 slice	1/2 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. ^b	1/2 serving	1/2 serving	1 serving
Cereal, hot cooked	1/4 cup total	1/4 cup	1/2 cup
Cereal, cold, dry	1/4 cup or 1/3 oz ^c	1/3 cup or 1/2 oz ^c	3/4 cup or 1 oz ^c
Cooked pasta or noodle products	1/4 cup	1/4 cup	1/2 cup
SNACK			
1. Select two of the following four components:			
2. Milk, fluid ^d	1/2 cup	1/2 cup	1 cup
Juice ^{a,f} , fruit, or vegetable or	1/2 cup	1/2 cup	3/4 cup
Fruit(s) or vegetable(s)	1/2 cup	1/2 cup	3/4 cup
3. Grains/Breads ^b :			

Bread	1/2 slice	1/2 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. ^b	1/2 serving	1/2 serving	1 serving
Cereal:			
Cold dry	1/4 Cup or 1/3 oz ^c	1/3 cup or 1/2 oz ^c	3/4 cup or 1 oz ^c
Hot cooked	1/4 cup	1/4 cup	1/2 cup
4. Meat or meat alternate			
Meat, poultry, fish, cheese	1/2 oz	1/2 oz	1 oz
Alternate protein products ^g	1/2 oz	1/2 oz	1 oz
Egg, large ^h	1/2 egg	1/2 egg	1/2 egg
Cooked dry beans or peas	1/8 Cup	1/8 cup	1/4 cup
Peanut butter or other nut or seed butter	1 Tbsp	1 Tbsp	2 Tbsp
Peanuts or soynuts or tree nuts or seeds	1/2 oz	1/2 oz	1 oz
Yogurt, plain or flavored, unsweetened or sweetened	2 oz or 1/4 cup	2 oz or 1/4 cup	4 oz or 1/2 cup

^a Must be full strength fruit or vegetable juice.

^bBread, pasta or noodle products, and cereal grains shall be whole grain or enriched, cornbread, biscuits, rolls, muffins, etc., shall be made with whole grain or enriched meal or flour.

^cEither volume (cup) or weight (oz), whichever is less.

^dNo more than 50 percent of the requirement shall be met with tree nuts or seeds. Tree nuts and seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purpose of determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry or fish.

^eServe 2 or more kinds of vegetable(s) and/or fruit(s). Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

^fJuice may not be served when milk is the only other component.

^gAlternate protein products may be used as acceptable meat alternates if they meet the requirements on the following page.

^hOne-half egg meets the required minimum amount (one ounce or less) of meat alternate.

ⁱYouth ages 13 through 18 must be served minimum or larger portion sizes than those specified for ages 6 through 12.

Fluid milk must be fat free (skim) or low fat (1 percent) milk for children 2 years and older

**Attachment A (continued): MINIMUM FOOD
SPECIFICATIONS
Infant Meal Pattern Requirements
Child and Adult Care Food Program
EFFECTIVE OCTOBER 1, 2017**



The Infant Meal Pattern is divided into two 6 month age groupings with appropriate meal guidelines for each group. Although the meal pattern specifies breakfast, lunch, supper and snack, this may not match each baby's feeding pattern. Infants seldom accept rigid feeding schedules and may need to eat every 2 to 4 hours. Infants should be fed when hungry, "on demand" or "on cue." All required components of the meal do not have to be served at the same time. As long as all the required food components are offered during a period of time that is considered the meal time, the meals may be claimed for reimbursement.

A range of food amounts is listed to allow flexibility, based on each infant's appetite. The amounts listed are the **minimum** you must serve to meet requirements except for breastmilk. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more. You may serve larger portions to infants who want more than the amounts in the meal pattern chart.

Solid foods should be introduced around six months when the infant is developmentally ready. Solid foods should be introduced one at a time with guidance from the infant's parents or guardians. Infants develop at different rates - meaning some infants may be ready to consume solid foods before 6 months of age and others may be ready after 6 months of age.

Breastmilk and/or iron-fortified infant formula must be served for the entire first year. Sponsors must offer to provide at least one reimbursable iron-fortified infant formula.

<i>Age of Baby</i>	<i>Breakfast</i>	<i>Lunch and Supper</i>	<i>Snack</i>
Birth through 5 months	4-6 fluid ounces (fl oz) breastmilk ¹ or formula ²	4-6 fl oz breastmilk ¹ or formula ²	4-6 fl oz breastmilk ¹ or formula ²
6 months through 11 months (until 1 st birthday)	6-8 fl oz breastmilk ¹ or formula ² ; and 0-4 Tablespoons (Tbsp) infant cereal ² meat, fish, poultry, whole egg, cooked dry beans, or cooked dry split peas; or 0-2 ounces (oz) cheese; or	6-8 fl oz breastmilk ¹ or formula ² , and 0-4 Tbsp infant cereal ² meat, fish, poultry, whole egg cooked dry beans, or cooked dry split peas; or 0-2 oz cheese; or	2-4 fl oz breastmilk ¹ or formula ² , and 0-½ slice bread ^{4,6} ; or 0-2 crackers ^{4,6} ; or 0-4 Tbsp infant cereal ^{2,4} or ready-to-eat breakfast cereal ^{4,6,7} ; and 0-2 Tbsp vegetable or fruit or a combination of both ^{4,5}

	0-4 oz (volume) cottage cheese; or 0-8 oz or 1 cup yogurt ³ ; or a combination of the above ⁴ ; and 0-2 Tbsp vegetable or fruit or a combination of both ^{4,5}	0-4 oz (volume) cottage cheese; or 0-8 oz or 1 cup yogurt ³ ; or a combination of the above ⁴ ; and 0-2 Tbsp vegetable or fruit or a combination of both ^{4,5}	
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- ¹ Breastmilk or formula, or portions of both must be served; it is recommended that breastmilk be served in place of formula from birth through 11 months.
- ² Infant formula and dry infant cereal must be iron fortified.
- ³ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- ⁴ A serving of this component is required only when the infant is developmentally ready to accept it.
- ⁵ Fruit and vegetable juices are not allowed for infants.
- ⁶ Grains must be one of the following: whole grain-rich, enriched meal, or enriched flour.
- ⁷ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce. Beginning October 1, 2019, ounce equivalents will be used to determine the quantity of creditable grains.

Attachment A (continued): MINIMUM FOOD SPECIFICATIONS

CACFP Meals for Children 1 - 18 years
Child and Adult Care Food Program
EFFECTIVE OCTOBER 1, 2017



FOOD COMPONENTS AND FOOD ITEMS	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ¹³
BREAKFAST ¹				
Fluid Milk ²	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 both ³	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq) ^{5,6,7,9}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Bread product (such as biscuit, roll, muffin)	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁷ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified RTE breakfast cereal (dry, cold) ^{7,8}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup

Puffed cereal	$\frac{3}{4}$ cup	$\frac{3}{4}$ cup	1 $\frac{1}{4}$ cups	1 $\frac{1}{4}$ cups
Granola	$\frac{1}{8}$ cup	$\frac{1}{8}$ cup	$\frac{1}{4}$ cup	$\frac{1}{4}$ cup
SNACK ^{1,8} (Select 2 of the 5 components for a reimbursable snack)				
Fluid Milk ²	4 fl oz ($\frac{1}{2}$ cup)	4 fl oz ($\frac{1}{2}$ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
Meat or Meat Alternate²				
Lean meat, poultry, or fish	$\frac{1}{2}$ oz	$\frac{1}{2}$ oz	1 oz	1 oz
Tofu	2.2 oz or $\frac{1}{4}$ c	3.3 oz or $\frac{3}{8}$ c	4.4 oz or $\frac{1}{2}$ c	4.4 oz or $\frac{1}{2}$ c
Soy product, or alternate protein products ¹⁰	1 oz	1 $\frac{1}{2}$ oz	2 oz	2 oz
Cheese	$\frac{1}{2}$ oz	$\frac{1}{2}$ oz	1 oz	1 oz
Large egg	$\frac{1}{2}$	$\frac{1}{2}$	$\frac{1}{2}$	$\frac{1}{2}$
Cooked dry beans/split peas	$\frac{1}{8}$ cup	$\frac{1}{8}$ cup	$\frac{1}{4}$ cup	$\frac{1}{4}$ cup
Peanut butter or soy nut butter or other nut or seed butters	1 Tbsp.	1 Tbsp.	2 Tbsp.	2 Tbsp.
Yogurt, plain or flavored, unsweetened or sweetened ¹¹	2 oz ($\frac{1}{4}$ cup)	2 oz ($\frac{1}{4}$ cup)	4 oz ($\frac{1}{2}$ cup)	4 oz ($\frac{1}{2}$ cup)
Peanuts soy nuts, tree nuts or seeds	$\frac{1}{2}$ oz	$\frac{1}{2}$ oz	1 oz	1 oz
Vegetables ³	$\frac{1}{2}$ cup	$\frac{1}{2}$ cup	$\frac{3}{4}$ cup	$\frac{3}{4}$ cup
Fruits ³	$\frac{1}{2}$ cup	$\frac{1}{2}$ cup	$\frac{3}{4}$ cup	$\frac{3}{4}$ cup
Grains (oz eq) ^{5,6,7}				
Whole grain-rich or enriched bread	$\frac{1}{2}$ slice	$\frac{1}{2}$ slice	1 slice	1 slice
Bread product (such as biscuit, roll, muffin)	$\frac{1}{2}$ serving	$\frac{1}{2}$ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁷ , cereal grain, and/or pasta	$\frac{1}{4}$ cup	$\frac{1}{4}$ cup	$\frac{1}{2}$ cup	$\frac{1}{2}$ cup
Whole grain-rich, enriched or fortified RTE breakfast cereal (dry, cold) ^{7,8}				
Flakes or rounds	$\frac{1}{2}$ cup	$\frac{1}{2}$ cup	1 cup	1 cup
Puffed cereal	$\frac{3}{4}$ cup	$\frac{3}{4}$ cup	1 $\frac{1}{4}$ cups	1 $\frac{1}{4}$ cups
Granola	$\frac{1}{8}$ cup	$\frac{1}{8}$ cup	$\frac{1}{4}$ cup	$\frac{1}{4}$ cup
LUNCH OR SUPPER ^{1,12}				
Fluid Milk ²	4 fl oz ($\frac{1}{2}$ cup)	6 fl oz ($\frac{3}{4}$ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
Meat or Meat Alternate				
Lean meat, poultry, or fish	1 oz	1 $\frac{1}{2}$ oz	2 oz	2 oz
Tofu	2.2 oz or $\frac{1}{4}$ c	3.3 oz or $\frac{3}{8}$ c	4.4 oz or $\frac{1}{2}$ c	4.4 oz or $\frac{1}{2}$ c
Soy product, or alternate protein products ¹⁰	1 oz	1 $\frac{1}{2}$ oz	2 oz	2 oz
Cheese	1 oz	1 $\frac{1}{2}$ oz	2 oz	2 oz
Large egg	$\frac{1}{2}$	$\frac{3}{4}$	1	1
Cooked dry beans/split peas	$\frac{1}{4}$ cup	$\frac{3}{8}$ cup	$\frac{1}{2}$ cup	$\frac{1}{2}$ cup
Peanut butter or soy nut butter or other nut or seed butters	2 Tbsp.	3 Tbsp.	4 Tbsp.	4 Tbsp.

Yogurt, plain or flavored, unsweetened or sweetened ¹¹	4 oz (½ cup)	6 oz (¾ cup)	8 oz (1 cup)	8 oz (1 cup)
Attachment A (continued): MINIMUM FOOD SPECIFICATIONS				
Peanuts, soy nuts, tree nuts or seeds (may be used to meet no more than 50% of the requirement, or an equivalent quantity of any combination of meal/meat alternates) (1oz nuts/seeds=1 oz cooked lean meat poultry, or fish)	½ oz = 50%	¾ oz = 50%	1 oz = 50%	1 oz = 50%
equivalent quantity of any combination of meat/meat alternates) (1 oz nuts/seeds = 1 oz cooked lean meat poultry, or fish)				
Vegetables ^{3,4}	⅛ cup	¼ cup	½ cup	½ cup
Fruits ^{3,13}	⅛ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq) ^{5, 6, 7}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Bread product (such as biscuit, roll, muffin)	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁷ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

CACFP Meals for Children 1 - 18 years

¹ Water must be available upon request to children throughout the day and at mealtimes. Water does not fulfill any meal component and must not replace any required food. Young children must be asked if they want water.

² Milk 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 two through five years of age. Milk must be unflavored low-fat (1%), unflavored fat-free (skim), or flavored fat-free (skim) milk for participants 6 years and older.

³ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement one time per day.

⁴ 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.

⁵ At least one serving per day must be whole grain-rich across all eating occasions at each site. Grain-based desserts do not count towards meeting the grains component requirement.

⁶ Ounce equivalents will be used to determine the quantity of creditable grains by October 1, 2019.

⁷ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams sucrose and other sugars per 100 grams of dry cereal).

- ⁸ Only one of the two required components for snack may be a beverage.
- ⁹ Meat and meat alternates may be used to meet the entire grains component requirement a maximum of three times a week at breakfast. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.
- ¹⁰ Alternate protein products must meet 7CFR Part 226, Appendix A requirements. A CN label or product formulation statement is required to serve combination foods.
- ¹¹ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- ¹² All five components must be served for a reimbursable lunch and/or supper. Offer versus serve is an option only for at-risk afterschool participants.
- ¹³ Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs..

Abbreviations

- Tbsp. = Tablespoon
- cup = measuring cup (8 ounces)
- oz eq = ounce equivalent
- fl oz = fluid ounces
- RTE = ready-to-eat (cereals)



Attachment A (continued): MINIMUM FOOD SPECIFICATIONS CACFP Meals for Adults in Care Child and Adult Care Food Program



EFFECTIVE OCTOBER 1, 2017

Food Components and Food Items It is recommended that water be available upon request for adult CACFP participants throughout the day and at mealtimes. Water does not fulfill any meal component and must not replace any required food.	Breakfast Offer all three components for a reimbursable meal. The adult may decline 1 of 4 items.	Lunch Offer all five components for a reimbursable meal. The adult may decline 2 of 5 items.	Supper Offer all four components for a reimbursable meal. The adult may decline 1 of 4 items.	Snack¹ Serve two of five components for a reimbursable meal. The adult must be served 2 components.
Fluid Milk ^{2, 3}	8 fl oz (1 cup)	8 fl oz (1 cup)	8 fl oz (1 cup) Optional	8 fl oz (1 cup)
Meat or Meat Alternate ⁴				
Lean meat, poultry, or fish		2 oz	2 oz	1 oz
Tofu		4.4 oz or ½ cup	4.4 oz or ½ cup	2.2 oz or ¼ cup
Soy product, or alternate protein products ⁵		2 oz	2 oz	1 oz
Cheese		2 oz	2 oz	1 oz
Large egg		1	1	½
Cooked dry beans/split peas		½ cup	½ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters		4 Tbsp	4 Tbsp	2 Tbsp
Yogurt, plain or flavored, unsweetened or sweetened ^{3, 6}		8 oz or 1 cup	8 oz or 1 cup	4 oz or ½ cup
Peanuts, soy nuts, tree nuts or seeds ⁷		1 oz = 50%	1 oz = 50%	1 oz

Attachment A (continued): MINIMUM FOOD SPECIFICATIONS

<p>Food Components and Food Items</p> <p>It is recommended that water be available upon request for adult CACFP participants throughout the day and at mealtimes. Water does not fulfill any meal component and must not replace any required food.</p>	<p>Breakfast</p> <p>Offer all three components for a reimbursable meal.</p> <p>The adult may decline 1 of 4 items.</p>	<p>Lunch</p> <p>Offer all five components for a reimbursable meal.</p> <p>The adult may decline 2 of 5 items.</p>	<p>Supper</p> <p>Offer all four components for a reimbursable meal.</p> <p>The adult may decline 1 of 4 items.</p>	<p>Snack¹</p> <p>Serve two of five components for a reimbursable meal.</p> <p>The adult must be served 2 components.</p>
<p>Vegetables, Fruits, or portions of both ⁸</p>	<p>½ cup</p>			
<p>Vegetables ^{8, 9}</p>		<p>½ cup</p>	<p>½ cup</p>	<p>½ cup</p>
<p>Fruits ^{8, 9}</p>		<p>½ cup</p>	<p>½ cup</p>	<p>½ cup</p>
<p>Grains (oz eq) ^{4, 10, 11}</p>				
<p>Whole grain-rich or enriched bread</p>	<p>2 slices</p>	<p>2 slices</p>	<p>2 slices</p>	<p>1 slice</p>
<p>Bread product (such as biscuit, roll, muffin)</p>	<p>2 servings</p>	<p>2 servings</p>	<p>2 servings</p>	<p>1 serving</p>
<p>Whole grain-rich, enriched or fortified cooked breakfast cereal, cereal grain, and/or pasta</p>	<p>1 cup</p>	<p>1 cup</p>	<p>1 cup</p>	<p>½ cup</p>

Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) 12, 13				
Flakes or rounds	2 cups			1 cup
Puffed cereal	2½ cups			1¼ cups
Granola	½ cup			¼ cup

Attachment A (continued): MINIMUM FOOD SPECIFICATIONS

CACFP Meals for Adults in Care

- ¹ Only one of the two required snack components may be a beverage.
- ² Milk must be unflavored low-fat (1%), unflavored fat-free (skim), or flavored fat-free (skim) milk for adult CACFP participants.
- ³ 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. It is recommended to serve water at meals or snacks when yogurt substitutes for milk.
- ⁴ Meat and meat alternates may be used to meet the entire Grains requirement a maximum of three times a week for breakfast only. One ounce of meat and meat alternates is equal to one ounce equivalent of Grains.
- ⁵ Alternate protein products must meet 7CFR Part 226, Appendix A requirements and Iowa Handy Guide to Creditable Foods List. A Child Nutrition (CN) label or product formulation statement is required.
- ⁶ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- ⁷ Peanuts, soy nuts, tree nuts or seeds may be used to meet no more than 50% of the requirement at lunch/supper, or an equivalent quantity of any combination of meat/meat alternates.
(1 oz nuts/seeds = 1 oz cooked lean meat poultry, or fish)
- ⁸ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal per day, including snack.
- ⁹ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.
- ¹⁰ At least one serving per day must be whole grain-rich across all eating occasions at each site. Grain-based desserts do not count towards meeting the grains requirement.
- ¹¹ Ounce equivalents are used to determine the quantity of creditable grains by October 1, 2019.
- ¹² Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams sucrose and other sugars per 100 grams of dry cereal).
- ¹³ The ready-to-eat breakfast cereals minimum serving size specified in this section must be served by October 1, 2019. Until October 1, 2019, the minimum serving size for any type of ready-to eat breakfast cereals may be $1\frac{1}{2}$ cups for adult CACFP participants

Abbreviations:

Tbsp. = Tablespoon

cup = measuring cup (1 cup = 8 ounces)

oz eq = ounce equivalent

fl oz = fluid ounces

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
Insert LEA Name
Agency Form Updated June 2019

Date
Page 24 of 33

**ATTACHMENT D (Continued)
DISCLOSURE OF LOBBYING ACTIVITIES**

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

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)	10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle)	
11. Amount of Payment (check all that apply): \$ _____ ____ Actual ____ Planned	12. Type of payment (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify: _____	

13. Form of Payment (check all that apply):

a. cash

b. in-kind; specify:

Nature _____

Actual _____

14. Continuation Sheet(s) SF-LLL-A

Attached:

Yes _____ (Number _____)

No _____

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:

Attach Continuation Sheet(s) SF-LLL-A (if necessary)

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.

Signature:

Print Name:

Title:

Telephone:

Date:

Federal Use Only:

**Authorized for Local
Reproduction Standard
Form -- LLL**

**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

ATTACHMENT E (Continued)

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.