

Child and Adult Care Food Program Renewal of Contract for Vended Meals 2024

Upon mutual agreement of the Child and Adult Care Food Program (CACFP) Institution and the Vendor, a CACFP Contract for Vended Meals may be renewed for subsequent one-year terms after the original contract. A contract may be renewed up to four times (total of five years) unless state or local requirements allow fewer contract renewals. A contract may not provide for automatic renewals.

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

The sponsoring organization or site that enters into the contract will be referred to as the *Institution*. The supplier who enters into the contract with the Institution will be referred to as the *Vendor*.

1. Identify the Institution and Vendor

Institution: _____

Cyber-Linked Interactive Child Nutrition System (CLiCS) Identification Number: _____

Vendor: _____

2. Renewal of Contract

The Institution 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. A contract may be renewed up to four times (total of five years) unless state or local requirements allow fewer contract renewals.

“Original contract” refers to the first year of the initial contract, which started on _____

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

Start Date for this Renewed Contract: _____

End Date for this Renewed Contract: _____

3. Adjustments to Contract

The Institution 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

The Institution will pay the fixed meal prices specified in the original contract, as adjusted here. The fixed meal prices should include any fees for delivery, serving, etc. built into the per meal cost. The vendor will not charge any additional fees or request reimbursement of costs, over or in addition to the adjusted fixed meal prices.

For each meal service, the table shows the 2023 meal price, the mutually agreed percentage increase, and the 2024 meal price (rounded to the nearest cent). **The percentage increase may not exceed 4.2 percent** (the increase in cost of Food Away from Home from the Consumer Price Index [CPI-U], Midwest Region, for the 12 months ending December 2023).

Meal Services	2023 Price	Percent Increase	2024 Price
	\$	_____%	\$
	\$	_____%	\$
	\$	_____%	\$

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. Termination

The Institution 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.

5. Vendor Certification Statements

Total estimated payments during the renewal year are: \$ _____.

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 (signed by Vendor and Institution), (2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (signed by Vendor), and (3) Assurance of Civil Rights Compliance (signed by Vendor).

___ The contract amount is expected to be \$100,000 or more. **In addition to the 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.

Signatures

Institution Name: _____

Name of Authorized Representative: _____

Title: _____

Signature of Authorized Institution Representative: _____

Date: _____

Institution Contact – Name: _____

Phone: _____ Email: _____

Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature of Authorized Vendor Representative: _____

Date: _____

Vendor Contact – Name: _____

Phone: _____ Email: _____

Independent Price Determination Certificate

Both the Vendor (Offeror) and the Institution shall execute this Independent Price Determination Certificate.

Name of Vendor

Name of Institution

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 to 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 for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offeror 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 Offeror certifies that:

1. He/she/they is the person in 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 1 through 3 above; or
2. He/she/they is not the person in 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 1 through 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 1 through 3 above.

To the best of my knowledge, this Offeror, 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

Title

Date

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

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT FORM

The Certification Regarding Debarment form on the following page must be signed by Vendor if the contract is for \$25,000 or more. The "prospective lower-tier participant" referred to below is the Vendor.

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 to obtain 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).
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: _____

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

Name and Title of Authorized Vendor Representative: _____

Signature: _____

Date: _____

Assurance of Civil Rights Compliance

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the vendor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such

facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the vendor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the vendor.

Vendor Name: _____

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

Name and Title of Authorized Representative: _____

Signature: _____ Date: _____